

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the “hand-waving” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Every effort will be made to read your comment, but comments longer than 250 words may not be read, or may be summarized by the Clerk, due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

May 12, 2020 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: one potential case.
3. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 6. **PUBLIC COMMENT**
 7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
 8. **COVID-19 STAFF UPDATE**

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **Agricultural Commissioner - ESWMA** - Request Board: A) award a bid in the amount of \$10,199.10 to Chaparral Motorsports of San Bernardino, CA for the purchase of one (1) 2020 Yamaha Kodiak 700 ATV; and B) approve the purchase of one (1) 2020 Yamaha Kodiak 700 ATV from Chaparral Motorsports by the Eastern Sierra Weed Management Area in an amount not to exceed \$10,199.10.
10. **County Administrator - Economic Development** - Request Board approve Amendment 2 to the contract between the County of Inyo and ROI Research on Development, extending the term of the contract to November 13, 2020, and authorize the Chairperson to sign.
11. **County Administrator - Recycling & Waste Management** - Request Board waive all gate and disposal fees associated with the Tire Amnesty Events to be conducted in Inyo County in late May and November 2020.
12. **County Counsel/County Administrator** - Request Board adopt proposed Resolution No. 2020-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Certain Amendments to the CSAC Excess Insurance Authority Joint Powers Agreement," and authorize the Chairperson to sign.
13. **Probation** - Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2020 to June 30, 2021 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.
14. **Probation** - Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2020 to June 30, 2021 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.

15. **Public Works** - Request Board approve the revised "Inyo County Standard Specifications and Standard Details" used for County-administered construction projects, County-performed construction projects, and non-County projects within County property or Right-of-Way.
16. **Public Works** - Request Board approve the lease with Inyo-Mono Title Company, A California Corporation, for office space at 873 North Main Street in Bishop, effective June 15, 2020, contingent upon the Board 's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

17. **Board of Supervisors** - Request Board approve letters to Senator Andreas Borgeas and Assemblyman Devon Mathis requesting emergency funding support for California's fairs and fairgrounds in the Fiscal Year 2020-21 State Budget, and authorize the Chairperson to sign.
18. **Planning Department** - Request Board receive presentation on the Caltrans Meadow Farms American with Disabilities Act Project; review draft comments; and potentially authorize the Chairperson to sign and provide direction to staff to send.
19. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the Inyo County/Los Angeles Standing Committee meeting scheduled for May 15, 2020.
20. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for May 14, 2020 in Bishop, CA.
21. **Public Works** - Request Board ratify and approve Amendment 4 to the agreement between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA increasing the contract to an amount not to exceed \$755,350, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **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.
23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of April 28, 2020.

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

24. **10:30 A.M. – Public Works - Building & Safety** - Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards."

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

25. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **California Fish and Game Commission:** A notice of receipt of the petition to change the status of Agassiz's desert tortoise (*Gopherus agassizii*) from threatened to endangered under the California Endangered Species Act.



County of Inyo



Agricultural Commissioner - ESWMA

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Alexandra Barbella

SUBJECT: Request Board award bid for and approve purchase of 2020 Yamaha Kodiak 700 ATV

RECOMMENDED ACTION:

Request Board: A) award a bid in the amount of \$10,199.10 to Chaparral Motorsports of San Bernardino, CA for the purchase of one (1) 2020 Yamaha Kodiak 700 ATV; and B) approve the purchase of one (1) 2020 Yamaha Kodiak 700 ATV from Chaparral Motorsports by the Eastern Sierra Weed Management Area in an amount not to exceed \$10,199.10.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Weed Management Area (ESWMA) uses ATV's to access, monitor, and treat difficult to access noxious weed sites. ESWMA's policy is to cyclically replace older ATV's to ensure fleet reliability and minimize maintenance costs as funds allow.

ESWMA received the following bids:

Chaparral Motorsports of San Bernardino, CA: \$10,199.10

Corona Motorsports of Corona, CA: \$10,966.17

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Eastern Sierra Weed Management Area (ESWMA) uses ATV's to access, monitor, and treat difficult to access noxious weed sites. ATV's are used in place of the use of manual backpack sprayers in areas where backpack sprayers are not practical. ESWMA's policy is to cyclically replace older ATV's to ensure fleet reliability and minimize maintenance costs as funds allow.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny this request. Doing so could limit the scope of noxious weed treatments and potentially prevent the ESWNA from fulfilling contracts with State and local/other agencies.

OTHER AGENCY INVOLVEMENT:

none

FINANCING:

The cost of this purchase is \$10,199.10. Sufficient funds for this purchase exist in the ESWMA budget unit 621300, expense object code 5650 (Equipment). The ESWMA is a non-general fund program. There will be no

fiscal impact to the Inyo County General Fund. This expenditure was outlined in the requested ESWMA Fiscal Year 2019-2020 budget previously approved by the Board.

ATTACHMENTS:

1. Bid Tabulation

APPROVALS:

Alexandra Barbella
Darcy Ellis
Alexandra Barbella
Nathan Reade
Marshall Rudolph
Amy Shepherd

Created/Initiated - 4/30/2020
Approved - 4/30/2020
Approved - 4/30/2020
Approved - 4/30/2020
Approved - 4/30/2020
Final Approval - 5/5/2020



INYO COUNTY PURCHASING
P.O. DRAWER N
INDEPENDENCE, CA 93526
(760) 878-0293

March 27, 2020

Alexandra Barbella
ESWMA
218 Wye Road
Bishop, CA 93514

Dear Alexandra,

Enclosed are two proposals received for bid 2020-01, one each ATV units for your review and evaluation. As you are aware, each bid will need to be evaluated with scrutiny. Product, customer service, installation, warranty, delivery & availability, experience & reputation as well as cost, are all factors to be considered before making the final determination of who will be awarded a bid. Once you have determined the chosen vendor, you will need to prepare the Agenda item to place before the Board of Supervisors for approval (for purchases greater than \$10,000). Please feel free to contact the vendors should you have any questions in regards to their proposals. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to read "E. Bills", is written over the typed name.

Emma Bills, Assistant Purchasing Agent

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020-01 ALL Terrain Vehicle

Bid Opening Date: 3-25-20 *Location:* County Admin Center

	<i>BIDDER NAME</i>	<i>Base Bid</i>	<i>Bid Additive A</i>	<i>Bid Additive B</i>	<i>Bid Additive C</i>	<i>Total Base Bid and Additives</i>	<i>Bond</i>
1.	Corona motor sports	3 10,966.17					
2.	Chapparral motorsports	10,199 10					
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: E. Bui

Present: Leslie Chapman



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:ESWMA
218 Wye Road
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
224 N. EDWARDS STREET
P.O. BOX N
INDEPENDENCE, CA 93526BID OPENING: DATE: WEDNESDAY, MARCH 25, 2020 TIME: 3:30 PM (PDT)

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

INSTRUCTIONS & CONDITIONS

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

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

For questions regarding specifications, please contact Alexandra Barbella, Project Coordinator at (760) 873-3578.

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

DATED AT San Bernardino, CA (CITY & STATE)

March 10th, 2020

CASH DISCOUNT TERMS None

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

NAME OF COMPANY Chapparal Motorsports

NAME OF COMPANY REPRESENTATIVE (PRINTED) Rob Kelley

COMPANY REPRESENTATIVE SIGNATURE Rob

STREET ADDRESS 555 South H Street

CITY AND STATE San Bernardino, CA 92410

PHONE NUMBER (909) 889-2761

FAX NUMBER (909) 386-7340

ONE (1) ALL TERRAIN VEHICLE MEETING THE FOLLOWING SPECIFICATIONS:

ENGINE

Engine Type: 4-Stroke Twin Cylinder
Displacement: At least 686cc
Fuel System: Electronic Fuel Injection
Cooling: Liquid

DRIVETRAIN

Transmission/Final Drive : Automatic PVT H/L/N/R/P; Shaft
Drive System: On-Demand True AWD/2WD

SUSPENSION

Front Suspension: At least Double Wishbone 7" Travel
Rear Suspension: At least Double Wishbone, 9" Travel

BRAKES

Front/Rear Brakes: Dual hydraulic disc (front)/ multi-disk wet brake (back)

TIRES/WHEELS

Front Tires / Model: 25 x 8-12
Rear Tires / Model: 25 x 10-12
Wheels: Stock

DIMENSIONS

Wheelbase: About 49" (124.46 cm)
Dry Weight: Not to exceed 659 lbs
Ground Clearance: At least 10" - 12"

CAPACITIES

Fuel Capacity: 4-8 gal
Rack Capacity: At least 110 lb (front) / 198 lb (rear)
Hitch Towing Rating: At least 1,322 lb
Hitch/Type: Standard/2" Receiver

FEATURES

Skid Plates: Front/Rear A-Arm Skid Plates, Frame Skid Plate
Capacity: Rack Extensions Front and Rear
Lighting: Standard
Steering: Standard non-power steering
Instrumentation: default
Other: Heavy Duty Rear Grab Bar

INCLUDE COMPLETE FACTORY SPECIFICATIONS OF ITEM BID

New Product only – No refurbished models will be accepted

Subtotal	<u>9,476.⁹³</u>
Sales Tax (7.75%)	<u>727.¹⁷</u>
Shipping Charge	<u>600.⁰⁰</u>
Total	<u>10,199.¹⁰</u>

Indicate any exception to the bid: Bid is subject to in stock units and parts availability only. See attached spec sheet.

Bid prices will remain valid and in effect through May 31st 2020

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

This bid was received on 3-13-20
 2020
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 by [Signature] Assistant



Chaparral Motorsports • 555 South "H" Street, San Bernardino, CA 92410 • 909-889-2761 • FAX 909-884-3183

MOTORCYCLE / ATV / UTV ACCESSORIES LIST

MODEL YFM70KDXLG/YFM70KDXLR VIN# TBD DATE 3-10-20

CUSTOMER NAME Inyo County

	PART#	DESCRIPTION	QTY IN STOCK ITEMS	CHAPARRAL RETAIL	CHAPARRAL LABOR PRICE	CHAPARRAL RETAIL EXTENSION	CHAPARRAL LABOR EXTENSION
1	B4F-F85E-V0-00	Heavy Duty Rear Grab Bar		\$149. ⁹⁹			
2							
3	ABA-3B432-00-00	Front A-Arm skid Plates		\$166. ⁹⁹			
4							
5	ABA-3B433-00-00	Rear A-Arm skid Plates		\$138. ⁹⁹			
6							
7	B16-F84C0-V0-00	Front Bash Plate		\$128. ⁹⁹			
8							
9	ABA-3B434-00-10	Frame skid plate		\$138. ⁹⁹			
10							
11	B16-F48B0-V0-00	Rack Extension - Front		\$109. ⁹⁹			
12							
13	B16-F48A0-V0-00	Rack Extension - Rear		\$124. ⁹⁹			
14							
15							
16							
17							
18							

I hereby acknowledge that I personally reviewed and consent to the above accessories being installed on my side-by-side/UTV vehicle.

Customer Signature

Date

2020

Kodiak 700



- option 1

Tactical Green

\$7,199 MSRP* \$425 Destination Charge*



- option 2

Ridge Red

\$7,199 MSRP* \$425 Destination Charge*



Fall Beige w/Realtree Edge

\$7,499 MSRP* \$425 Destination Charge*

TOP FEATURES

1. Big Bore Engine Built to Tackle the Real World
The Kodiak® 700 combines big bore power without losing an ounce of comfort, thanks to its 700-class engine focused on midrange power, gearing designed for low rpm cruising, and smooth-running motor mounts.

2. High-Performance Ultramatic® Transmission
Yamaha's class-leading transmission combines immediate response with advanced features like natural, all-wheel engine braking for control on confidence. And, of course, the Ultramatic is proven to be the most durable ATV transmission on the market.

3. Trail-Ready Chassis
With plenty of ground clearance the Kodiak 700 tackles rough terrain with ease. Wide-arc A-arms and full-body skid plates ensure the Kodiak 700 is able to handle anything the farm or trail can throw at it.

4. Compact Ergonomics
The Kodiak 700 combines big bore performance with a more compact body design commonly found in mid-sized ATVs, to ease overall feel and handling, and boost rider confidence.

5. Ready to Work
Heavy-duty steel cargo racks can pack a total of 308 pounds combined.



*Manufacturer's Suggested Retail Price (MSRP) shown. Does not include tax, title, prep or destination charges. Actual prices set by dealer.

2020

Kodiak 700

FEATURES & BENEFITS

CAPABILITY

High-Performance Ultramatic® Transmission

Kodiak 700's Ultramatic® transmission features a gated shifter, dual-range (Hi/Lo) drive plus reverse gear, and is the most advanced—and durable—CVT drive system available. An automatic centrifugal clutch maintains constant belt tension for reduced belt wear and a sprag clutch delivers natural all-wheel engine braking.

Big Bore Engine Built to Explore

Packing practical, fun and usable power, the Kodiak 700's engine balances big bore power with a strong midrange. The Kodiak 700 features a 686cc motor with optimized torque, power delivery and character that is fun and exciting on trails while still being smooth and quiet when exploring or on the job site.

Gated Shift Lever and Handlebar-Mounted 4WD Control

Yamaha's peerless Ultramatic transmission runs through a five-position shift lever with High, Low, Neutral, Reverse and Park gates—for positive and precise transmission operation. A robust mechanical 4WD system is selected using a handlebar-mounted lever.

High-Mounted Air Intake

Tackle mud and water thanks to the Kodiak 700's high-mounted air intake layout. The design increases power and torque while providing additional room for on-board storage and easy, tool-less servicing of the foam air filter.

Stainless Steel Exhaust

To maintain clean-running performance for years, the Kodiak 700 uses a stainless steel exhaust system and features a screen-type spark arrestor for great power with minimum noise output.

High-Capacity Radiator

Slow-speed technical riding can place a lot of thermal demands on a liquid-cooled motor, so the Kodiak 700 features a high-capacity radiator that delivers plenty of air flow for maximum cooling efficiency—and it's positioned high in the frame for optimal protection.

Drive System Air Intake

A high-mounted drive system air intake helps reduce drive system temperatures and assists in keeping water and debris from entering the drive case.

High-Performance Tires

Maximizing available traction, the Kodiak 700 features 25-inch Maxxis® tires that provide precise steering feel and feedback.

Strong, Durable Brakes

Strong and reliable braking comes standard on every Kodiak 700 thanks to hydraulic front disc brakes matched with a sealed wet rear brake system.

Generous Ground Clearance

To handle nearly any terrain with ease, the Kodiak 700 offers an impressive 10.8 inches of maximum ground clearance and full-length composite skid plates, for maximum underbelly protection.

COMFORT

Independent Double Wishbone Front and Rear Suspension

Independent double wishbone suspension, with 7.1" of front wheel travel and 9.1" at the rear, provides excellent rider comfort even on the toughest trails.

Underseat Fuel Tank

An optimized 4.76-gallon fuel tank is located under the seat for excellent mass centralization and handling.

Compact Ergonomics

The low seat improves rider comfort and simplifies mounting and dismounting, with plenty of room for the rider to move during aggressive riding. And despite the full-size performance, the Kodiak 700 features a more compact body design similar to a mid-sized ATV, to ease overall feel and handling.

CONFIDENCE

Aggressive and Durable Styling

Rugged composite front bumper resists scratching and won't rust.

Ready for Accessories

The Kodiak 700 was engineered in concert with a range of accessories for perfect fit and function, for nearly every type of ride you can find. With a standard 12V power point, you can keep devices charged, too.

Extensive Cargo Capacity

Rugged, large-diameter steel cargo racks with durable wrinkle paint finish can pack a total of 308 pounds combined (110 lbs. front, 198 lbs. rear). An on-board storage compartment keeps things dry, too.

Built Real World Tough™, Assembled in the USA

As with other Yamaha ATVs and Side-by-Sides, the Kodiak is assembled in the USA to meet Yamaha's exacting standards for durability and reliability.

yamahamotorsports.com

For Accessories, visit shopyamaha.com

SPECIFICATIONS:

Engine Type	686cc liquid-cooled SOHC 4-stroke
Bore x Stroke	102.0mm x 84.0mm
Compression Ratio	10.0:1
Fuel Delivery	Yamaha Fuel Injection (YFI), 44mm
Transmission	Ultramatic V-belt with all-wheel engine braking; H, L, N, R, P
Final Drive	Lever-operated 2WD/4WD; shaft
Suspension / Front	Independent double wishbone, 7.1-in travel
Suspension / Rear	Independent double wishbone with anti-sway bar, 9.1-in travel
Brakes / Front	Dual hydraulic disc
Brakes / Rear	Multi-disk wet brake
Tires / Front	AT25 x 8-12 Maxxis® MU19
Tires / Rear	AT25 x 10-12 Maxxis® MU20
L x W x H	81.5 in x 46.5 in x 48.8 in
Seat Height	33.9 in
Wheelbase	49.2 in
Turning Radius	126.0 in
Maximum Ground Clearance	10.8 in
Fuel Capacity	4.8 gal
Wet Weight	659 lb
Rack Capacity	110 lb (front) / 198 lb (rear)
Towing Capacity	1322 lb (When equipped with optional accessory.)
Warranty	6 Month (Limited Factory Warranty), 10-Year V-Belt Limited Warranty
Color	Tactical Green; Ridge Red; Fall Beige w/Realtree Edge

Specifications subject to change without notice. This document contains many of Yamaha's valuable trademarks. It may also contain trademarks belonging to other companies. Any references to other companies or their products are for identification purposes only, and are not intended to be an endorsement. © 2020 Yamaha Motor Corporation, U.S.A. All rights reserved.

*** Wet weight includes the vehicle with all standard equipment and all fluids, including oil, coolant (as applicable) and a full tank of fuel. It does not include the weight of options or accessories. Wet weight is useful in making real-world comparisons with other models.

FROM: (909) 889-2761
DANIEL
CHAPARRAL MOTORSPORTS
555 S H ST

SHIP DATE: 10MAR20
ACTWT: 1.00 LB TAN
CAD: 0058552/CAFE3311

SAN BERNARDINO CA 92410
US

BILL SENDER

555C2/64E0/0542

TO **INYO COUNTY BOARD CLERK**
COUNTY ADMINISTRATIVE CENTER
168 N EDWARDS ST

INDEPENDENCE CA 93526

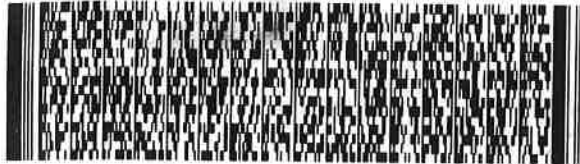
(US)

(760) 873-3578

REF:

INVT:
PO:

DEPT:



FedEx
Ground

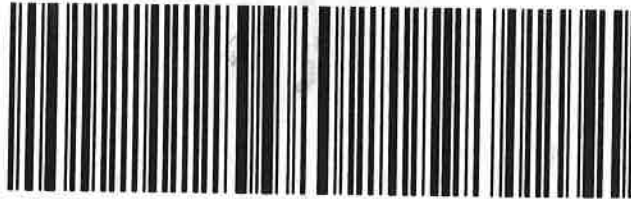


J191219082001 BY

TRK# **1720 2775 2531**

93526

9622 0019 0 (000 000 0000) 0 00 1720 2775 2531



Part # 156148-434 RIT EXP 05/19 *

RECEIVED
2020 MAR 13 PM 12:02
INYO COUNTY
ADMINISTRATIVE CENTER
CLERK

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES

TO BE DELIVERED TO: ESWMA
 218 Wye Road
 BISHOP, CA 93514

RETURN BIDS TO: INYO COUNTY BOARD CLERK
 COUNTY ADMINISTRATIVE CENTER
 224 N. EDWARDS STREET
 P.O. BOX N
 INDEPENDENCE, CA 93526

BID OPENING: DATE: WEDNESDAY, MARCH 25, 2020 TIME: 3:30 PM (PDT)

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

INSTRUCTIONS & CONDITIONS

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

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

For questions regarding specifications, please contact Alexandra Barbella, Project Coordinator at (760) 873-3578.

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

DATED AT CORONA CALIFORNIA (CITY & STATE)

MARCH 6, 2020

CASH DISCOUNT TERMS Ø

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

NAME OF COMPANY CORONA MOTORSPORTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) RON SABA

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 363 AMERICAN CIRCLE

CITY AND STATE CORONA, CA 92880

PHONE NUMBER 951-735-2030

FAX NUMBER 951-735-0206



Sportsman® 850

Sportsman® 850 Specifications

[Change Model](#)

78
HORSEPOWER

47.6"
VEHICLE WIDTH

11.5"
GROUND CLEARANCE



Engine & Drivetrain

Active Descent Control	Not Equipped
Cooling	Liquid
Cylinders Displacement	2 / 850cc
Drive System Type	True On-Demand AWD/2WD
Engine Braking System (EBS)	Standard

ENGINE BRAKING SYSTEM (EBS)

Standard

Engine Type	ProStar SOHC 4-Stroke Twin Cylinder
Fuel System/Battery	Electronic Fuel Injection
Horsepower	78 HP
Transmission/Final Drive	Automatic PVT P/R/N/L/H; Shaft Drive

Dimensions

Bed Box Dimensions (L x W x H)	N/A
Estimated Dry Weight	772 lb (350 kg)
Front/Rear Rack	120 lb (55 kg)/240 lb (110 kg)
Fuel Capacity	5.25 gal (19.9 L)
Ground Clearance	11.5 in (29 cm)
Overall Vehicle Size (L x W x H)	83.25 x 47.6 x 50.75 in (211.4 x 120.9 x 128.9 cm)
Payload Capacity	575 lb (261 kg)
Seat Height	37 in (94 cm)
Wheelbase	53 in (134.6 cm)

Brakes

Front/Rear Brakes	Single Lever 3-Wheel Hydraulic Disc with Hydraulic Rear Foot Brake
Parking Brake	Park In-Transmission / Lockable Hand Lever

Additional Specifications

Cargo System	Lock & Ride, 2 Cast Rack Extenders 4 Gal (15 L) Front Dry Storage 2 Gal (8 L) Rear Storage
Front Suspension	Straight Dual A-Arm 9 in (22.9 cm) Travel
Hitch Towing Rating	1,500 lb (680.4 kg)
Hitch Type	Standard 1.25 in (3.2 cm) Receiver
Instrumentation	All Digital Gauge, Speedometer, Odometer, Tachometer, Two Tripmeters, Hour Meter, Gear Indicator, Fuel Gauge, AWD

Indicator, Volt Meter, Coolant Temperature, Hi-Temp Light, Clock, DC Outlet

Lighting

50w High Beam, Dual 50w Low Beam Headlights

Other Standard Features

6 Rack Extenders

Rear Suspension

Straight Dual A-Arm, Rolled IRS, 10.25 in (26 cm) Travel

Tires / Wheels

Electronic Power Steering

Not Equipped

Front Tires

26 x 8 CST

Rear Tires

26 x 10 CST

Wheels

14 in Steel



Compare ATV Models



Inventory Search



View Special Offers



Estimate Trade-In



Shop Accessories

All pricing, specifications, claims, and information contained on this website are based upon current knowledge available at time of publication and are subject to change without notice, and Polaris assumes no responsibility for changes in pricing or specifications.

Polaris assumes no responsibility for any inaccuracies, opinions, or omissions on this website. ©2019 Polaris Industries Inc.

ONE (1) ALL TERRAIN VEHICLE MEETING THE FOLLOWING SPECIFICATIONS:

ENGINE

Engine Type: 4-Stroke Twin Cylinder
Displacement: At least 686cc
Fuel System: Electronic Fuel Injection
Cooling: Liquid

DRIVETRAIN

Transmission/Final Drive : Automatic PVT H/L/N/R/P; Shaft
Drive System: On-Demand True AWD/2WD

SUSPENSION

Front Suspension: At least Double Wishbone 7" Travel
Rear Suspension: At least Double Wishbone, 9" Travel

BRAKES

Front/Rear Brakes: Dual hydraulic disc (front)/ multi-disk wet brake (back)

TIRES/WHEELS

Front Tires / Model: 25 x 8-12
Rear Tires / Model: 25 x 10-12
Wheels: Stock

DIMENSIONS

Wheelbase: About 49" (124.46 cm)
Dry Weight: Not to exceed 659 lbs
Ground Clearance: At least 10" - 12"

CAPACITIES

Fuel Capacity: 4-8 gal
Rack Capacity: At least 110 lb (front) / 198 lb (rear)
Hitch Towing Rating: At least 1,322 lb
Hitch/Type: Standard/2" Receiver - *N/A*

FEATURES

Skid Plates: *✓* *N/A* *N/A*
Front/Rear A-Arm Skid Plates, Frame Skid Plate
Capacity: Rack Extensions Front and Rear
Lighting: Standard
Steering: Standard non-power steering
Instrumentation: default
Other: Heavy Duty Rear Grab Bar *N/A*

INCLUDE COMPLETE FACTORY SPECIFICATIONS OF ITEM BID

New Product only – No refurbished models will be accepted

Subtotal	<u>9899.⁰⁰</u>
Sales Tax (7.75%)	<u>767.¹⁷</u>
Shipping Charge	<u>300.⁰⁰</u>
Total	<u>10,966.¹⁷</u>

Indicate any exception to the bid: SEE ATTACHED SPECIFICATION

Bid prices will remain valid and in effect through 04/15/2020

Delivery will be made in 60 days after receipt of order.

This bid was received on 3/10/20
20 20
ATTEST: Clint Gullter, Administrative Officer
of the Board Inyo County, California
[Signature] Assistant

F

US POSTAGE & FEES PAID
4 OZ FIRST-CLASS PARCEL RATE
ZONE 2 NO SURCHARGE
ComBasPrice

062S0011268915
3852802
FROM 92880



stamps
endicia
03/08/2020

USPS FIRST CLASS MAIL®

coronamotorsports951
Corona Motorsports
363 American Cirle
Corona CA 92880

SHIP TO: ATTN: CLEARK
INYO COUNTY BOARD
168 N. EDWARDS ST.
INDEPENDENCE CA 93526

USPS TRACKING #



9400 1118 9956 1692 6887 71

Received
3/10/20
Information Services



County of Inyo



County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Clint Quilter

SUBJECT: Amendment 2 to Contract with ROI Research on Investment

RECOMMENDED ACTION:

Request Board approve Amendment 2 to the contract between the County of Inyo and ROI Research on Development, extending the term of the contract to November 13, 2020, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board approved a contract with ROI Research on Investment on November 13, 2018, for Target Industry Lead Generation services as part of the County's overall economic development efforts.

The term of the contract was November 13, 2018 to November 13, 2019, and, as listed in the Scope of Work, ROI's Target Industry Lead Generation program is intended to promote Inyo County to companies occupying economic clusters that a previous study by ROI recommended the County target or recruit (e.g., telemedicine, outdoor gear, advanced materials), and set up meetings between County representatives and existing County staff. The Lead Generation Program is supposed to result in the consultant contacting a minimum of 300 companies among the five (5) targeted industry sectors, and arranging up to 30 meetings with existing County staff. The lead generation process is also intended to result in gathering critical data and feedback that will enable the County to better understand its strengths and weaknesses relative to attracting businesses from targeted industries and how to refine and improve its messaging.

The cost of the contract is \$30,000 and also had well defined milestones and deliverables for the 12-month term that must be met for payment.

Delays in the work precipitated an amendment to extend the contract with ROI for another six months, to May 13, 2020. This amendment, Amendment 1, was approved by the CAO on October 25, 2019.

With the term of the contract once again set to expire, and with outstanding work still needing to be done by the contractor, staff is presenting for your Board's approval Amendment 2, which will extend the term out to November 13, 2020, unless sooner terminated according to the contract.

All other terms of the contract, including the cost, will remain unchanged.

BACKGROUND/HISTORY OF BOARD ACTIONS:

As part of the County's economic development efforts, ROI Research on Development was commissioned in early 2018 to to prepare a "Targeting Industry Snapshot." The Snapshot, completed in July 2018, examines five (5) economic clusters of industries, identified through objective study and analysis, that either: (a) already exist in the county, and might be expanded by focusing attention and effort on building specific sectors within the industry; or (b), do not presently exist within the county, but which the County might induce to locate here.

The current Target Industry Lead Generation contract with ROI was approved as a follow-up to its Snapshot (attached).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve Amendment 2 and extend the contract with ROI, which would leave unfinished work in the target industry lead generation program proposed by ROI.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This amendment would only extend the contract with ROI and not increase any of the costs of the original contract, for which funding is available in the CAO Economic Development Budget (Budget Unit #010202).

ATTACHMENTS:

1. ROI Target Industry Contract Amendment 2
2. ROI Target Industry Contract Amendment 1
3. ROI Target Industry Contract
4. ROI - Target Industry Snapshot July 2018

APPROVALS:

Darcy Ellis
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 5/5/2020
Approved - 5/5/2020
Approved - 5/5/2020
Final Approval - 5/5/2020

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _____, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated _____, on County of Inyo Standard Contract No. _____, for the term from _____ to _____.

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

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

County and Contractor hereby amend such Agreement as follows:

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROI Research on Investment
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ROI Research on Investment _____, of Montreal, Quebec, Canada _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated November 13, 2018, on County of Inyo Standard Contract No. 116, for the term from November 13, 2018 to November 13, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2, titled, "TERM," is amended to state the following:

"The term of this agreement shall be from November 13, 2018 to May 13, 2020, unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is November 14, 2019.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROI Research on Investment
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

25th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF October, 2019.

COUNTY OF INYO

By: [Signature]
Dated: 10/25/19

CONTRACTOR

By: _____
Signature

Type or Print
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROI Research on Investment
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

CANDOR BARRY VP Finance + Admin

Type or Print

Dated: October 16, 2019.

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Lead Generation services of ROI Research on Investment of Montreal, Quebec, Canada (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from November 13, 2018 to November 13, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand (30,000*****) US Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo
CLINT G. QUILTER, CAO Department
P.O Drawer N Street
Independence, CA 93526 City and State

Contractor:
ROI RESEARCH ON INVESTMENT Name
416 De Maisonneuve West, Ste. 1000 Street
Montreal, Quebec H3A 1L2 City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 20th DAY OF November, 2018.

COUNTY OF INYO

By: 
Signature

CLINT G. QUILTER
Print or Type Name

Dated: 11/20/18

CONTRACTOR

By: _____
Signature

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: C. Barry
Signature

Conor Barry
Print or Type Name

Dated: November 8, 2018.

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCOPE OF WORK:

PHASE 1: KICK-OFF

- Kick-off meeting between County of Inyo and Contractor. Submission of detailed minutes to ensure a uniform understanding of the project.
- Development of the conversation strategy (script) to reflect the campaign objectives.
- Training of Contractor's resources.
- Project management.
- Bi-weekly, 30-minute status meetings.
- Mid-mandate review.
- Final Report.

Deliverables:

- Detailed kick-off meeting minutes
- Common definition of program "success"
- Alignment of key KPIs
- Alignment on reporting and communication plan

PHASE 2: BUILDING THE TARGET COMPANY PROSPECT LIST

- Development of the prospect database of approximately 300 companies and contacts.
- Programming of the prospect database in ROI Vision CRM (including 1 license to Contractor's CRM)

Deliverables:

- Minutes outlining the specific criteria to be used for County of Inyo's Target Company Prospect List.
- Target Company Prospect List of targeted companies.
- Client sign-off in advance of the construction of the Target Company Prospect List.
- Presentation of the Target Company Prospect List in advance of outreach.
- Sign-off on the Target Company Prospect List.

ATTACHMENT A (continued)

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCOPE OF WORK:

**PHASES 3 & 4: OUTREACH/GENERATING BUSINESS INTELLIGENCE AND
COMPANY SCORING**

- Outreach and qualification of the targeted companies.
- Final database (Target Company Prospect List) including all the business intelligence and updated contact information, on a best effort basis
 - Including a pipeline of C level companies.

Deliverables (Phase 3):

- Multi-touch Outreach to the entire Target Company Prospect List with a view to interviewing Senior Management
- Acquire intelligence to score companies as potential prospects

Deliverables (Phase 4):

- Fully segmented database (Target Company Prospect List) with primary-sourced business intelligence.

PHASE 5: MEETING SET-UP

- Schedule meetings with qualifies A and B level leads.
- Provide meeting briefing profiles.
- Based on similar mandates, Contractor forecasts but cannot guarantee:
 - 20 meetings with level A and B leads.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCHEDULE OF FEES:

Target of 20 meetings from a Target Company Prospect List of 300 companies across 5 target sectors:

- Fixed fee of US\$22,000, plus a fee of US\$400 per meeting scheduled

Total: US\$30,000 plus any applicable taxes

Payment terms for the fixed fees:

- 50% of fixed fees will be invoiced upon contract signature
- 25% of fixed fees will be invoiced after 50% of the TCPL has been covered
- 25% of fixed fees will be invoiced after 100% of the TCPL has been covered

Payment terms for meeting fees:

- For the target of 20 meetings, ROI will invoice per batch of 5 scheduled meetings.

**Notwithstanding paragraph 3.F of the Agreement, County will exempt contractor from the tax withholding requirements, subject to the County Auditor's approval.*

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND ROI RESEARCH ON INVESTMENT

FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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

TARGETING INDUSTRY SNAPSHOT

JULY 2018

PREPARED FOR
INYO COUNTY, CA



CONTENTS

EXECUTIVE SUMMARY	1
INTRODUCTION	3
Economic Profile	4
Industry Profile	5
CASE STUDIES	10
West Central Mountains, Idaho	10
Bend, Oregon.....	13
Nelson, British Columbia	15
Telluride, Colorado.....	17
TARGET INDUSTRY PROFILES	19
Smart Grid	22
Telemedicine	25
Outdoor Gear.....	28
Advanced Materials.....	32
Co-working and makerspaces	36
NEXT STEPS	37

EXECUTIVE SUMMARY



This report provides a snapshot of the potential of Inyo County to expand and diversify its economic base, with a focus on business attraction efforts. The goals of the initiative were to identify unique growth opportunities related to existing key industries such as recreation/tourism as well as potential new and more unique business attraction goals relative to the assets of the county. The report lays the groundwork to explore community assets and strategies needed to further any of these business attraction targets and a wider economic development strategy and to develop a unique value proposition of Inyo County vis-à-vis certain industries.

The focus is on Inyo County's ability to attract niche industries with a smaller footprint and lower labor needs. This would be in line with but not bound by existing industry and workforce assets, to identify opportunities for progressive, diverse, and well-paying industries of the future that Inyo County should investigate further to as part of a long-term development strategy. Particular attention was given to industries and companies focused on technology applications, testing, or piloting new products or services with a need for technically skilled workers that could be attracted to the county with its unique quality of life value proposition.

The following target industries are recommended for further study and are profiled against the county's current or potential assets.

- **Smart Grid (technologies, services)**
- **Telemedicine**
- **Outdoor gear (prototyping, testing)**
- **Advanced materials**

In investigating strategies and best practices in similar communities, the common thread was the strategy of co-working and shared facilities for smaller and rural communities. By integrating investment in amenities and historic sites, small light manufacturing, tech, and startups companies could find a home in a "smart community of the future", especially if these companies complement current key sectors in energy, recreation, and even government.

INTRODUCTION



The report begins with a short review of Inyo County's demographic and economic characteristics based on the US American Community Survey data and Emsi (www.economicmodelling.com). The report proceeds to provide details on the county's key industry and occupational assets and relates them to applicable high-growth sectors or clusters. In order to identify and prioritize optimal targets, four case studies are included with best practices of communities with similar resources and challenges that provide a better understanding of what strategies and initiatives drove success and what assets were utilized most effectively. The case studies set the context for why the targeted sectors are being suggested, and therefore precede the target industry section. Each of the suggested target sectors is then profiled with respect to key market segments and growth opportunities and how Inyo County's assets relate to the needs of these industries.

ECONOMIC PROFILE

Inyo County is the most topographically diverse county in California, with elevations ranging from 14,505 feet at the top of Mount Whitney (highest point in the continental United States) to minus 282 feet at Badwater Basin in Death Valley (lowest point in United States). It is one of only 229 non-metro “recreation counties” identified by the US Department of Agriculture, measured by the extent of employment, earnings, income, and seasonal housing related to entertainment, recreation, accommodations, eating and drinking places, and real estate. The economy of Inyo County relies heavily on tourism, with visitor spending accounting for 70 percent of all retail and lodging purchases in the county. Most of this activity takes place during the summer months near the Sierras and Mt. Whitney, along the Owens River, in Death Valley, and at hot springs in southeastern Inyo County.

Death Valley National Park, the Northern Inyo Hospital, and the County of Inyo are some of the county’s biggest employers. There are a handful of established manufacturing companies, notably Crystal Geyser Roxane Water. Inyo County also has a large Geothermal capacity relative to other Sierra counties embodied by the Coso Geothermal Plant. Tourism is driven by the national park, the Inyo Forest, and the nearby recreation amenities of Mono County.

The agricultural sector is still active, producing cattle, hay, and nursery products, all of which have seen an increase on value produced between 2016 and 2017. (Crop & Livestock Report 2017). The county also has a rich history in mining, starting with silver and gold in the 1850s, and moving to increasingly non-metallic minerals such as borax, salt, sulphur, and talc.

With just over 18,000 residents, Inyo County is one of the smallest counties in terms of residents in the state of California and, as of 2017, the county’s population declined by 1.7% since 2012, falling by 314. The population is expected to decrease by 1.6% between 2017 and 2022.

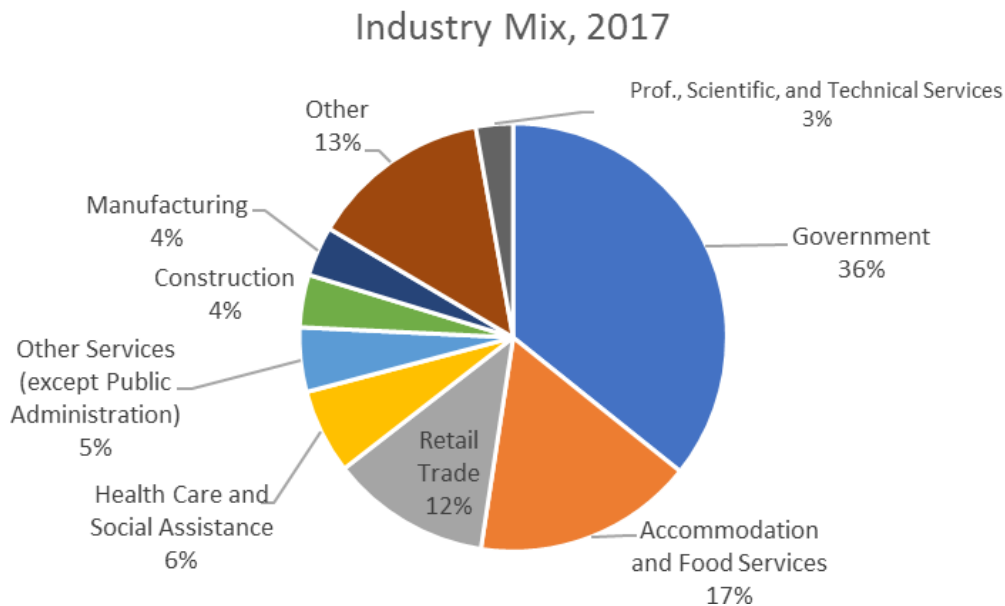
Due to its size, the Inyo County, including the City of Bishop, is, in some respects its own region – larger than any the regions identified in the case studies. As such, this report views Inyo County as a region unto itself but the opportunity to “build-up” to working with neighboring Mono and Kern counties should not be overlooked in further analyses.

From 2012 to 2017, the number of jobs in the county slightly increased by 2.4% in Inyo County to close to 8,500. This change fell short of the national growth rate of 7.6%. As jobs increased, labor force participation decreased by 2% and unemployment fell between 2012 and 2017, resulting in a tightening labor market. Current projections estimate a 5% growth in jobs by 2022, driven by growth in the government, education, geothermal energy, and the hotel sector. Its number of pay-rolled businesses has stayed around 730 during the same period. (Emsi www.economicmodeling.com)

Inyo County's GDP per Capita of \$58,629 ranked it in the first quintile among other counties in California in 2015. Inyo County shows median earnings of \$48,026 which is more than all other counties in the area, and 7% higher than the US average. However, with a median household income of \$47,300, it ranks below the US average. Educational attainment at the bachelor's degree and above level at around 25% is below the national average (30%) and state average (32%), although associate's degrees and "some college" attainment puts the county's technical, mid-skill workforce above the national average (American Community Survey, 2017).

INDUSTRY PROFILE

Three sectors employ over half of Inyo County's residents: **Government (36%), Accommodation & Food Services (17%), and Retail Trade (12%)**. Since 2013, the number of non-government (in terms of activity, not ownership), non-agricultural jobs in Inyo County are estimated to have grown by 9% to 2018, with utilities and retail responsible for almost half of those jobs. The government and utility sector contributed most to the gross regional product in 2017.



The traded industries where Inyo County shows a high degree of employment specialization are **Beverage manufacturing, Electric Power Generation / Transmission and Distribution, and Traveler Accommodation**. The fastest growing industries in Inyo County between 2012 and 2018 with at least 20 current jobs were **Offices of Physicians, Building Material and Supplies Dealers, and Electric Power Generation, Transmission and Distribution**. In terms of

number of businesses (including self-employed), there is also growth in the number of businesses providing **Professional services** (particularly accounting and consulting services) and **Construction**.

NAICS	DESCRIPTION	2018 JOBS (EST)	PAYROLLED BUSINESSES	2012-2018 JOB GROWTH	2018 LQ	AVG EARNINGS
6112	Junior Colleges	54	1	184%	16	\$37,886
3121	Beverage Manufacturing	154	3	35%	11	\$70,242
2211	Electric Power Generation, Transmission and Distribution	234	5	77%	11	\$142,108
4512	Book Stores and News Dealers	40	4	264%	8.7	\$25,794
4542	Vending Machine Operators	19	1	6%	8	\$29,070
7211	Traveler Accommodation	714	36	83%	7	\$31,408

NAICS	DESCRIPTION	2018 JOBS (EST)	PAYROLLED BUSINESSES	2012-2018 JOB GROWTH	2018 LQ	AVG EARNINGS
6211	Offices of Physicians	106	15	141%	0.74	\$76,919
4411	Automobile Dealers	56	3	107%	0.79	\$59,813
6233	Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly	24	1	100%	0.46	\$50,611
4533	Used Merchandise Stores	55	2	90%	4.58	\$16,419
6241	Individual and Family Services	129	100	87%	0.92	\$19,609

Source: Emsi

Occupational Assets

For smaller communities and those looking to diversify their economy, profiling the *type* of workforce available is often more informative than profiling existing industries. Redeploying and reskilling existing workers can potentially provide opportunities to attract different industries and companies to the county. As expected, Inyo County’s workforce is dominated by accommodation and food services workers, growing at a healthy pace, though at very low hourly wages. The county also shows a high number and concentration of health practitioners and technicians. From the top 20 biggest occupational groups, personal care workers grew strongest over the past four years.

SOC	DESCRIPTION	2017 JOBS	2013 - 2017 % CHANGE	2017 LOCATION QUOTIENT	2017 NET COMMUTERS	MEDIAN HOURLY EARNINGS
41-2000	Retail Sales Workers	553	6%	1.17	-252	\$11.86
35-3000	Food and Beverage Serving Workers	543	11%	1.36	-219	\$10.17
37-2000	Building Cleaning and Pest Control Workers	393	3%	1.77	-49	\$11.47
29-1000	Health Diagnosing and Treating Practitioners	376	-18%	1.29	44	\$44.83
47-2000	Construction Trades Workers	367	7%	1.24	-158	\$21.47
43-4000	Information and Record Clerks	311	3%	0.99	-48	\$13.67
35-2000	Cooks and Food Preparation Workers	278	6%	1.58	-100	\$11.97
39-9000	Other Personal Care and Service Workers	257	55%	1.15	-17	\$12.45
43-6000	Secretaries and Administrative Assistants	249	0%	1.12	-21	\$18.09
25-2000	Preschool, Primary, Secondary, and Special Education School Teachers	245	11%	1.09	-80	\$27.71
49-9000	Other Installation, Maintenance, and Repair Occupations	244	13%	1.46	-47	\$18.36
11-9000	Other Management Occupations	241	3%	1.28	-48	\$24.13
29-2000	Health Technologists and Technicians	234	-19%	1.41	31	\$22.26
43-5000	Material Recording, Scheduling, Dispatching, and Distributing Workers	216	3%	0.97	-64	\$11.62
19-4000	Life, Physical, and Social Science Technicians	197	-7%	9.93	25	\$15.33
13-1000	Business Operations Specialists	193	1%	0.71	-53	\$29.62
43-3000	Financial Clerks	181	-2%	1.01	-12	\$17.81
43-9000	Other Office and Administrative Support Workers	161	2%	0.67	-65	\$18.58
33-3000	Law Enforcement Workers	145	0%	2.12	-7	\$37.03
11-1000	Top Executives	134	7%	0.97	-35	\$43.20

Source: Emsi

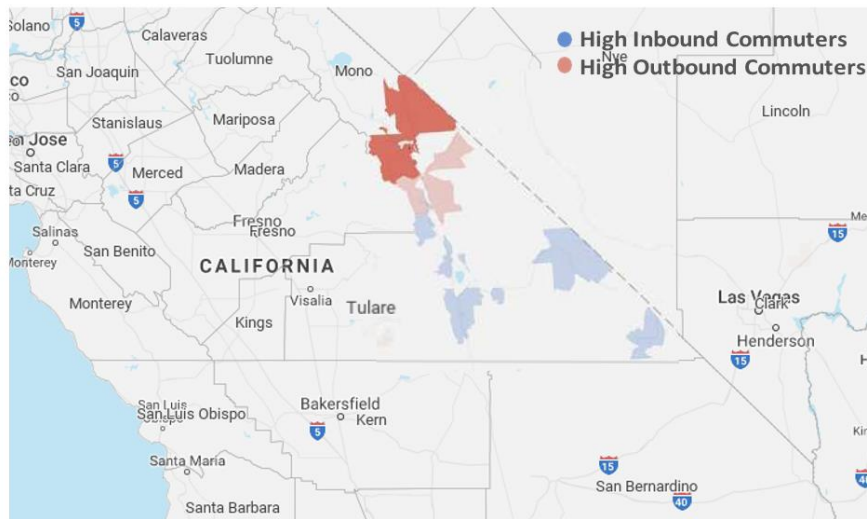
There are more residents in Inyo County with a bachelor’s degree and above trained in science and engineering than the state or regional average. (American Community Survey, 2017). This is also reflected in the most concentrated occupations (job share is higher than national average, i.e. a location quotient >1). The top five most concentrated occupational groups in with almost twice as many workers as the national average were:

- Life, Physical, and Social Science Technicians
- Plant and System Operators
- Fire Fighting and Prevention Workers
- Social Scientists and Related Workers
- Law Enforcement Workers

- Physical Scientists

For all the biggest occupation groups, that are also typically lower wage jobs (e.g. in food/accommodation or retail) there are more workers leaving the county than entering.

At the same time, according to US Census Bureau commuter statistics, 34% of out-commuters are in the high-income category. This is interesting because it is likely that some of these workers commuting to nearby areas such as Mammoth Lakes could be retained with suitable new, closer industries. For example, business services or installation/construction workers may have skills suitable for manufacturing occupations, like molding or casting. The exception to the commuting trends of the largest occupational groups are health occupations and Life, Physical, and Social Science Technicians with a small net in-migration, bringing in the higher-skilled workers from outside the county.



Source: US Census Bureau, LEHD

OUTFLOW JOB CHARACTERISTICS (ALL JOBS), 2015	COUNT	SHARE
External Jobs Filled by Residents	3,861	100.0%
Workers Aged 29 or younger	973	25.2%
Workers Aged 30 to 54	1,902	49.3%
Workers Aged 55 or older	986	25.5%
Workers Earning \$1,250 per month or less	1,114	28.9%
Workers Earning \$1,251 to \$3,333 per month	1,422	36.8%
Workers Earning More than \$3,333 per month	1,325	34.3%
Workers in the "Goods Producing"	734	19.0%
Workers in the "Trade, Transportation, and Utilities"	822	21.3%
Workers in the "All Other Services"	2,305	59.7%

Source: Emsi

Additional research is also required for the output and migration trends from the Cerro Coso Community College that provides vocational training related to health, industrial technology that link to several of the suggested target industries to be discussed.

Other growth opportunities for business attraction can be found by assessing which industries are typically under-represented in Inyo County based on its economic mix and job numbers. For example, professional services like Engineering Services and Computer Systems Design could be expanded using Inyo County’s existing infrastructure and sites. Additionally, niche nonmetallic mineral product manufacturing is underrepresented in the current industry mix given the extensive mining resources in the county.

NAICS	DESCRIPTION	2017 LOCATION QUOTIENT
327	Nonmetallic Mineral Product Manufacturing	0.11
326	Plastics and Rubber Products Manufacturing	0.23
321	Wood Product Manufacturing	0.25
541	Professional, Scientific, and Technical Services	0.44

Source: Emsi

CASE STUDIES

The case studies were chosen to provide insights and context into unique economic development strategies of regions with similar socio-economic, geographic and infrastructure assets and challenges as Inyo County that have had success in diversifying their economies. These include Bend, Oregon, Nelson, British Columbia, and Telluride, Colorado as well as the ongoing efforts in the West Central Mountains Region of Idaho. Experiences of these regions informs some of the suggestions of target industries and companies.

WEST CENTRAL MOUNTAINS, IDAHO



The West Central Mountain Region of Idaho consistent of 7 cities and towns with a combined population of 10,800 residents, showing many similarities to Inyo County in terms of geographic and socioeconomic challenges. The region spans over three million acres, of which only 8% of land is privately owned, and has a history in mining, agriculture and, increasingly, tourism. Since 2013 they have seen strong population and job growth.

The region was created in 2014 through the West Central Mountains Economic Development Council formed in 2012 to form a coordinated economic development strategy based on seven pillars: creating jobs, increasing housing inventory, improving local infrastructure, bolstering educational and recreational assets, promoting healthy lifestyles, and expanding regional cooperation.

The communities came together to develop an economic development strategy to compete in the America’s Best Communities competition, having committee meetings weekly for almost five months and making it to the quarter finals as well as receiving other recognitions and awards for their efforts.

	INYO COUNTY, CA	VALLEY COUNTY, ID
Population	18,025	10,811
Population Growth 2013-2018	-2%	+13%
Jobs	8,629	5,366
Job Growth 2013-2018	+5%	+20%
Avg Annual Earnings	\$54,750	\$41,962
Cost of Living Index	132.8	97.7
Cost of Living adj. Earnings	\$41,165	\$42,818
BA+ degree	20.3%	24.1%
GRP	\$925.89M	\$426.35M
Labor force participation (Dec 2017)	59.3%	57.9%
Unemployment rate (Dec 2017)	3.8%	4.8%

The region focused on six industries and implementing the following initiatives:

1. **Mining & Logging:** Support sustainable expansion of resource extraction businesses and promote spin-off industries such as milling and wood manufacturing;
2. **Energy:** Explore sustainable practices by partnering with energy providers to expand the use of geothermal energy for heating and electricity generation;
3. **Leisure & hospitality:** Coordinate all community initiatives and activities and promote as one region, increase the number of year-round employment opportunities;
4. **Agriculture:** Diversify local crop base, market a regional brand for local food products, facilitate connections between farmers and university researchers to improve methods, support promotion of agricultural careers in secondary schools, leverage geothermal assets to explore new cultivation techniques, and brand area as an agritourism destination;
5. **Health services:** Maintain partnership with key health providers to expand facilities in region, market the region’s programs and facilities as accessible and first-class, and provide housing form medical staff as well as keep expanding **telehealth** efforts; and,
6. **Improve workforce education:** Expand higher education resources (such as professional courses, university classes, and accreditations) to retrain older workforce participants for specific employer needs.

Outside of sector-specific efforts, the region also:

- a. Partners with job fairs, the Association of Procurement Technical Assistance Centers, and the US Small Business Association to expand workforce development resources,

- b. Formed a regional food coalition and offer a “Cultivating Success” Program for new farmers and rangers,
- c. Expanded its existing Small Business Workshops program to improve connections with the local business community and increase number of new businesses opened,
- d. Expanded scholarship resources the region’s Leadership Academy by generating increase support and interest and increasing number of enrollees,
- e. Applied to the University of Idaho to be selected as a community to be surveyed for a Sector Development Analysis and share results with community,
- f. Identified and develop incubator/makerspaces with high-speed Wi-Fi in largest cities/towns to attract tech start-ups and small businesses.

Once these goals were identified, a comprehensive 11-month implementation plan was developed to share actionable objectives between community, state, and private stakeholders. The Strategy is to be updated on a continual basis, and progress will be measured against whether the progress has been relevant, reliable, clear, usable, and affordable.

Link: <http://abcdaho.org/>

BEND, OREGON



Economic Development Strategies

The city of Bend with a population of over 84,000, is Central Oregon’s largest city and a prime example of a successful community transformation. It was forced to transition from relying on a primary industry (timber) to a secondary one (aviation) during the 1980s. While the aerospace industry and the city’s idyllic surroundings bolstered population growth, particularly in attracting retirees due to the low living costs and scenery, Bend’s high quality of life began losing its appeal as the local economy declined. Though retaining its roots in lumber, ranching and agriculture, particularly in the past decade, the local economic development organization has puts its effort on downtown revitalization and quality of life/tourism in an effort to attract and retain workers in more footloose industries such as tech startups. As such, old industrial buildings from the city’s involvement with lumber and planes were repurposed with an environmental mandate and managed to simultaneously manage local water pollution and attract high-tech companies and hospitality industries to the riverfront, which now offers attractions such as kayaking, paddle boarding, and waterfront restaurants. Outside of these industries, the city has also successfully attracted bioscience and high-tech companies including in cleantech with flexible relocation. It also focused on creating a supportive networking environment rather than simply providing loans or financial incentives. The local economic development organization has fostered entrepreneurship by having monthly “pub talks” and has hosted an annual Bend Venture Conference, which attracts several hundred investors, entrepreneurs, and business leaders. With Oregon as the second largest hop producer in the US,

microbreweries & distilleries have also contributed significantly to economic growth including for Deschutes County as well as recent significant growth in Oregon and Bend in the cannabis sector.

Results

- Low office vacancy rates (11.4%), matching pre-recession levels
- Retail vacancy dropped to 6.1%, and industrial vacancy fell to just 1.2%
- Unemployment declined by 5% in four years, Best job growth rates outside Oregon
- Maintained and promoted quality of life
- Named “most entrepreneurial city in America’ by Entrepreneur Magazine

Companies of Interest

Kialoa	Outdoor equipment manufacturing	https://kialoa.com/pages/about-kialoa
Mazama	Outdoor equipment manufacturing	https://mazamadesigns.com/
HydroFlask	Outdoor equipment manufacturing	https://www.hydroflask.com/
Nosler	Hunting equipment	https://www.nosler.com/
The Environmental Center	Smart Grid	https://envirocenter.org/

Link: www.edcoinfo.com

NELSON, BRITISH COLUMBIA



Economic Development Strategies

The city of Nelson, in Canada’s Rocky Mountains, has a population of over 10,000 in an idyllic alpine setting. Nelson’s economic development is anchored in developing a tech-friendly “intelligent community”, defined as one with ample access to broadband internet, a tech-savvy workforce, and fostering innovation, achieving digital equality, and prioritizing sustainability. To achieve this, the city installed widespread broadband infrastructure stimulated community interest via a tech networking Facebook group, and attracted provincial grants to develop community business support services. Nelson also partnered with the local college to develop a program to accelerate SMEs by helping them develop project plans, attract funding, and partner with students. The college also offers programs in web design, application development, animation, and special effects to garner further youth interest in digital professions.

The results are already evident: The Nelson Tech Club fosters development and creativity of local tech professionals and collaborative learning and support and shared tools and equipment for prototyping. This support for the tech industry also led to the creation of several high-tech companies in the region, including Hemisphere Games and The Seed web development company. The community also prioritizes its high quality of life and is proud of its cultural attractions. Tourism has increased by 10% since 2015, prompting the Nelson Civic

Theatre Society to build a network of local film professionals in the region to sustain activity outside of the city’s successful summer festivals.

Nelson now hopes to take its sustainability goals further. The city was recognized as a Canadian leader in emissions reduction and hopes to reduce greenhouse gases by a further 25% by 2040. At the same time, the city successfully set up a Solar Farm project, and launched a successful home energy efficiency program.

Results

- Nelson was named one of the world’s Smart21 communities of 2017
- Regional unemployment rate of 5.4%
- Kootenay region forecast to add 6,600 new jobs by 2025

Companies of Interest

Pacific Insight Electronics (250 employees)	High-tech electronics	https://www.pacificinsight.com/
D-Pace (12 employees)	High-tech electronics	http://www.d-pace.com/
The Seed Studio	Web design	http://theseedstudio.com/
Spearhead	Architectural timber & steel	http://www.spearhead.ca/
Nelson Brewing Company	Brewery	nelsonbrewing.com

Link: <http://futures.bc.ca/community-economic-development/naedp/>



TELLURIDE, COLORADO

Economic Development Strategy

The Colorado mountain town of Telluride overcame its constraints of a small population and isolated mountain location by funneling investment into tech start-ups and community initiatives to grow its economy all year round. To avoid the boom-bust seasonal tourist cycle, Telluride (which has a population of 2,444), hosts popular festivals in spring, summer, and fall to attract tourists and investors on a year-round basis, including the well-known bluegrass and film festivals. The historical downtown is also maintained by funds from the National Trust for Historic Preservation and the locally-based Historic and Architectural Review Commission.

Telluride boasts a highly successful community foundation (the Telluride Community Foundation) that was recently awarded a \$760,000 grant to improve local access to broadband and help steer the town’s economic development away from declining coal-based industries and towards fast-growth tech sectors. The town was one of only 35 projects to be awarded funding to increase economic diversification in struggling regions across the US.

The Telluride Venture Accelerator (TVA) is an annual competition seeking talented entrepreneurs with high-growth businesses focused in the areas of natural and organic products; health and healthy living; tourism; recreation; outdoor products; energy; water; and education. Up to six companies are chosen to receive \$25,000 in seed funding, and free services from companies like Google, Microsoft, and Amazon, and a five-month residential mentoring program in Telluride, Colorado. The organization hopes to contribute to the local economy by

creating five companies valued at \$10m or more in Telluride over the next decade, given that these companies generally employ about 30 people with an average salary of \$70k.

Together with the Southwest Colorado Acceleration Program for Entrepreneurship and The Telluride Angels Network, the town is poised to create the Southwest Innovation Corridor, to support and attract entrepreneurs to test business models, fund prototyping, executive intellectual property and market research, conduct pilot studies, and access mentors and investors. The SWIC will:

1. Identify and Cultivate Seeds of Innovation, including Fort Lewis College Proof of Concept Center, internships, industry cluster roundtables, regional meet-ups.
2. Foster entrepreneurship, including mentor networks and accelerator/incubator programs.
3. Enhance Regional Connectivity, including web platforms connecting entrepreneurs/businesses to resources and an Entrepreneurial Ecosystem Playbook and workshop for rural/resort communities.
4. Commercialize Research, including investor cultivation, SWIC proof of concept fund, Telluride Venture Fund, and investor events.

Telluride circumvents its reputation as a hard-to-reach spot by offering air access from Texas, Illinois, New Jersey, Arizona, and California (with a focus on the Bay Area). This was bolstered by a \$53 million investment in the Telluride Regional Airport, which can handle large commercial aircraft.

Results

- 90 jobs created from start-up activity over past 5 years
- 29 locally-based start-ups graduated from TVA mentor program
- \$22 million venture funding raised with over 100 local mentors
- Summer real estate sales often exceed sales of winter months, despite alpine location

Local assets, such as Historic Train Depot, secured funding from Telluride Foundation to pay off debt and extend activities into School of Arts

Companies of Interest

Western Rise	Outdoor apparel manufacturing	https://www.westernrise.com
Hoggle Goggle	Outdoor apparel manufacturing	http://www.hoglegoggle.com/
Voltaire	App Development	http://www.voltaireapp.com/
Felt App	App development	http://www.feltapp.com

Link: <https://www.innovatesouthwest.org/>

TARGET INDUSTRY PROFILES

The ROI Approach

Given the limited site and labor availability, this study focused on Inyo County's ability to attract niche industries with a smaller footprint and lower labor needs, and in line with existing industry and workforce assets. Links to existing strengths in energy/utilities, healthcare, recreation, and interest in agriculture were not a deciding factor but rather a starting point for assessing nearer-term business attraction targets and to provide the strongest current value proposition for the county.

The overall goal was to identify opportunities for progressive, diverse, and well-paying industries of the future that Inyo County should investigate further to develop a detailed long-term development strategy. Industries and companies focused on technology applications, testing, or piloting new products or services with a need for technically skilled workers received priority due to the unique natural environment of the area as well as its amenities that could be attractive to nearby Californian urban center residents.

Other Assets & Challenges

This snapshot provides some insights into the most prominent assets and challenges of the county but is not a comprehensive asset mapping or competitive benchmarking assessment. Instead, it serves as a first step in considering as well as discounting possible industry targets.

One of the main challenges in Inyo County is the availability of suitable sites for development and informed the type of industries and companies suggested as targets. With more than 97% of land publicly owned, development must focus on very small-scale projects. Two unique sites however are the PPG Industries Bartlett Plant and the Mt. Whitney Fish Hatchery, with of historic and cultural value that have previously been considered for redevelopment. The former site consists of 11 acres of predominantly vacant land originally used as a salt extraction facility but with existing remediation issues. The Mt. Whitney Fish Hatchery's 40-acre site and commercial buildings were considered for economic and community development. Low-impact service industries, assuming appropriate infrastructure investments, combined with community and cultural activities could provide an attractive setup for young companies.

Inyo County nonetheless made great strides in digital infrastructure with the deployment with the Digital 395 project that brought a middle-mile fiber optic network to Owens Valley. The full potential of this investment has not yet been realized as last mile access is currently still developed on a one-off basis.

Inyo County has four general aviation county airports. The closest schedule passenger flights are available from the Mammoth Yosemite Airport in neighboring Mono County. However, current planning and improvement efforts at the Bishop Airport suggest that expanded commercial flights to and from the county could be less than three years away. The airport might also provide leasing opportunities for light manufacturing companies.

Utility rates for water and electricity in Inyo County are generally better than the California average. Inyo County ranks fourth out of 42 California counties on Domestic monthly water charges (California Rate Survey). Electricity rates put it in the middle of the pack for industrial and commercial consumers in California, though lower than Northern California and San Diego.

Annual earnings per worker are above the national average. Combined with a relatively high cost of living (index of 133 relative to the national average of 100), it is crucial that business attraction efforts highlight at least competitive wages for certain industries and occupational groups. For example, the median earnings for Computer Occupations in the county is \$33.14/hr, which is \$6.38/hr below the national median of \$39.52/hr. (source: Emsi)

A previous economic opportunity study laid some groundwork for industries and economic activities with potential to drive Inyo County's development. The 2012 Eastern Sierra Innovation and Prosperity study¹ for Inyo and Mono counties identified five prosperity clusters that were deemed to maximize their long-term impact on the local economies. The focus was on a broader economic development strategy and not just business attraction efforts. The most promising clusters highlighted were: **Information technology and broadband**: support services, e-commerce, network services, telemedicine; **Renewable energy**: small scale energy efficiency and renewable energy installation, distributed generation; **Tourism, hospitality, and the arts**; **Recreation**: expand or fill underutilized niche sectors, e.g. high-altitude training, extreme sports; and **Value-added agriculture**: agri-tourism and expanding activities of existing farms. The report acknowledges that there might be other potential in professional services, health care, manufacturing, transportation services and mining. Some of the ideas from this report, such as the information technology and sports activity focus, have been incorporated into the chosen target industry profiles.

¹http://sierrabusiness.org/images/Publications/EasternSierraEconAssessment/Eastern_Sierra_InnovationProsperity_ESEA_Pub.pdf

This exploratory analysis suggests investigating the following four areas in more detail as part of a wider economic development strategy:

- **Smart Grid**
- **Telemedicine**
- **Outdoor Gear**
- **Advanced Materials**

In investigating strategies and best practices, a common thread was the strategy of co-working and shared facilities for smaller and rural communities. By integrating investment in amenities and historic sites, small light manufacturing, tech, and startups companies could find a home in a “smart community of the future”, especially if these companies complement current key sectors in energy, recreation, and even government.

Each of the four industry snapshots profiles key trends and drivers of the industry most relevant for Inyo County and how the county’s current or potential assets relate to the needs of these industries.

SMART GRID



Overview:

- Smart energy technology is a fast-growing industry backed by high-level legislation, increased investment activity, and high-volume rollout.
- California is a global leader in developing and applying this technology, from smart devices to track energy diffusion to big data analytics to monitor consumption.
- Inyo County is well-positioned to be a pilot location to aid with the development of future smart grid technology based on remote location within California.

Industry Overview

Smart energy improves energy efficiency by using technology to transmit and distribute power intelligently. The industry relies on advanced meter infrastructure (AMI), Internet of Things technology (IoT), and smart consumer applications. When rolled out at the grid-level, these technologies form a smart utility network. These networks allow generators, suppliers, and consumers to improve cost efficiency by integrating intelligent control, monitoring and communication of energy. For example, smart meters are attached to buildings and connect to a smart energy grid to allow companies to better manage energy flow. These types of smart devices also have applications in water, oil, and gas utilities.

The global smart energy market is projected to grow by 14.91% between 2016 and 2020, spurred by global initiatives to reduce greenhouse gas emissions and improve energy security, as well as federal-level policies like the American Recovery and Reinvestment Act. This growth is primarily driven by investment in smart grid technologies, such as smart meters. These technologies benefit utility companies interested in improving grid reliability as populations increase and power consumption rises, but investment is also aimed at integrating more renewable energy sources into the grid to lower power transmission losses. The US dominated the global smart energy market in 2015 and will account for approximately 39% of the total market share by 2020.

The smart grid sector is expected to become the dominant segment of the smart energy market. RnRMarket Research predicts that 84% of revenue generation in the smart energy sector will come from the smart grid segment. The revenue to be generated in the smart grid sector is expected to reach \$281 billion by 2020. Although there is still a long way to go for ubiquitous automation in metering and distribution systems, the true potential of IoT in utilities showing in increasing communication protocols of their meters, rather than the meter itself, resulting in tenders geared specifically to communications companies.

On the software side, significant spending is taking place for the data management and analytics software needed to make the most of the modern advanced metering infrastructure (AMI) network, according to GTM Research's report. The report projects that utilities around the world will spend \$10.1 billion on AMI analytics solutions and integration services through 2021, a significant increase over spending so far this decade.

Outside electricity generation, the global smart water management market is also expected to rise at a CAGR of 17.2% (Occams Business Research & Consulting). Inefficient water management in urban areas and aging water infrastructure are the prominent drivers for this market. Companies like IBM have enlisted communities and their residents to test new technologies to monitor and plan for better water usage as in the case of Dubuque, Iowa.

Local Assets and Opportunities

California is a national leader in smart grid technology, having implemented a smart-meter mandate that catalyzed movement across the US market and led to the deployment of nearly 30 million smart meters in the US. As a result, the state was named as the best in the country for jobs and investment in cleantech, including smart grid technologies. Now, the European Union, China, and Japan have followed suit in enacting similar legislation to make smart meters mandatory in many regions. These high-level legislation changes and a general shift away from fossil fuels mean that power and utility companies must be ready for the market to evolve.

Action is made more pressing by aging infrastructure, created an urgent need to improve existing infrastructure.

With California's industry prominence, Inyo County serves as an ideal remote testing/piloting site. Construction, trade, and IT skills are an essential part of the skill mix for this cluster. Instrument and technical occupations in IT, as well as additional engineering management are also high-demand occupations. Key jobs in communications equipment and measuring/control instruments manufacturing, such as software developers and electrical engineers, are often crucial for smart grid/energy technology, though small in scale, have shown steady growth over the past five years in Inyo County such. With electric power distribution as one of the largest job contributors in the county, industry knowledge is also prevalent in the workforce.

A Canadian study by the CleanTech Community Gateway on clean technologies for remote communities see the best opportunities for smaller regions in:

- Microgrid management software
- Power system design and modeling
- Hardware for connecting to grids
- Renewable energy project development and financing
- End user change management programs

Successful projects related to actual piloting or local implementation of technology of course depends on a close collaboration with utility companies as in the case of Dubuque, IA.

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TELEMEDICINE



Overview:

- Telemedicine is projected to be a high-growth industry to at least 2022, with actors varying from startups to corporations with many regional support networks.
- Inyo County already uses telemedicine technology at Southern Inyo Hospital, and is part of the California Telehealth Resource Center.
- Financial issues may inhibit the expansion of these technologies in the hospitals of Inyo County.
- However, local focus on this technology may help drive investment in this innovative industry.

Telemedicine Within the Telehealth Industry

Telehealth encompasses health information services, health care education and encapsulate the fields of telecare and telemedicine. Telecare refers to technology delivering health services patients can receive in their own homes, whereas telemedicine usually refers to electronic assistance to clinics in remote regions. It is also distinct from “eHealth” or online health recordkeeping.

The industry inherently requires hardware and software to remotely provide healthcare assistance. Therefore, telemedicine product providers offer telemedicine carts and systems, encounter management software, and medical devices specialized to provide medical imaging and patient data remotely. Companies like Pertexa (<http://www.pertexa.com>) supply both sides of the industry, and many health startups are attracting investor interest, such as Doctor on

Demand, Oscar, and Nuna. This shows that the industry is becoming increasingly viable. Grandview Research estimates the global telemedicine market to grow at an annually compounded rate of 18% between 2018 and 2025.

Well-functioning outreach clinics go hand in hand with telemedicine. The progression of for example the Georgia's Southeast Health District (SEHD)'s use of telemedicine technology and noted its successes in making this innovation sustainable via strong collaboration between rural health institutions, local communities, and external partners. The SEHD of Georgia anchors its operations in Augusta, GA (pop. ~70,000), but also drew on providers based out of Ohio. Strong community leadership and a network of well-functioning satellite clinics was essential to the success of the system. This means that in addition to accessing the necessary hardware and software, a strong network of participating locations is required for a telehealth system to work.

Local Assets and Opportunities

Telemedicine is a fast-growing industry in California, with many companies making large hires and an industry summit held annually in San Diego. The California Telehealth Resource Center (CTRC) provides support for telemedicine linkages between towns and cities in the state and offers system-specific software to aid the technology's uptake in the state.

Inyo County is already an actor in the telehealth sphere. The town of Lone Pine was highlighted as a "success story" on the CTRC website and uses web-based video conferencing to connect with professionals in nearby Ridgecrest and San Bernardino. The town's medical facility, Southern Inyo Hospital, has the only emergency room along 135 miles of Highway 395 and often treats visiting tourists for hiking-related injuries and cardiac events. While a recently proposed tax initiative to pay off hospital debt and begin expansion failed to garner the required votes in April 2018, the telemedicine sector still shows potential for stabilizing and expanding Southern Inyo Hospital operations.

Dr. Earl W. Ferguson has been instrumental in spreading the use of telemedicine technology in Inyo County and the neighboring Kern County, which has contributed to better care for the county's 1.5 million annual visitors. However, providing last mile broadband internet access will be required for Lone Pine and its hospital to take full advantage of these advancements or establish itself as a telemedicine hub for the county. Dr. Ferguson is also involved with two firms serving the telemedicine industry. Radekal offers software to streamline patients' paperwork and increase physician productivity, and Pertexa is developing a Robotic Intelligent Telemedicine Assistant. Named RoboRITA, the device acts as a digital assistant to carry out remote medical observations, combining the company's strengths in hardware and app development for medical use, for which is has been recognized as one of the most innovative medical technology companies in America.

With the roll-out of the middle mile fiber optics network, expanding telemedicine into Inyo County could spur investment in equipment, create jobs for telemedicine providers, and improve access to healthcare in the county. Investors are already taking notice in the Bay Area, and with Ridgecrest as an established regional player, the industry's fast growth may extend further into the Eastern Sierra.

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OUTDOOR GEAR



Overview:

- Outdoor equipment is a highly innovative, fast-growth industry.
- Companies require geographically diverse locations to field test their products.
- Testing facilities vary from indoor facilities to mountainsides, though methodologies vary based on company size and location.
- Inyo County is well-placed to provide testing facilities to nearby innovative and startup companies in California.

Industry Overview:

The outdoor equipment industry was recently valued by the US Bureau of Economic Analysis at over \$330 billion in the United States, or 2% of the US GDP, fueled by an increase in disposable income and demand from the millennial generation, and four years of record-breaking national park visits (326 million in 2016 alone). Winter sports are one of the fastest-growing market segments, having increased 5.5% between 2011 and 2016 and outpacing low snowfall rates, fueled partially by the increasingly popularity of protective gear such as shell tops and helmets. Paired with historically high consumer confidence on the back of anticipated tax breaks, the industry is expected to continue to grow. "Athleisure" (combining fitness and daytime wear), sustainability and technical innovation are key trends influencing the main international outdoor brands. The VF Corporation-owned North Face brand, for example, is

collaborating with lifestyle brand Supreme and designer Junya Watanabe to launch trendy outdoor apparel collections. And the company's flagship Denali Jacket, which was originally produced from oil when it debuted in the 1980s, has been manufactured from recycled plastic bottles since 2014. Several other major brands, including Columbia Sportswear and Anta, use high-tech fabric to produce performance outdoor apparel.

In order to offer the top products to this growing demographic, companies test their apparel for the following:

- Windproof testing (measuring fabrics' air permeability)
- Water resistance (resisting water penetration while maintaining comfort)
- Thermal regulation (degree of warm or cooling for all thermal claims)
- Stretch (ability to support two-way or four-way stretch with proper recovery)
- Anti-bacterial testing (measuring bacteria growth for anti-odor claims)
- Anti-mold testing (how well fabric resists mold growth)
- Quick dry testing (combining absorbency, wicking, and drying rate claims)

When testing their outdoor products, companies tend to gravitate to one of the following four categories:

1. **On-Site Testing Facilities:** Industry leaders such as REI, the North Face, and Fjallraven often house testing facilities near their global headquarters. Typically, these companies employ big-name athletes or their own marketing teams to "test" their products in competitions or on excursions to alpine regions.
2. **Amateur field testers:** Medium-size companies such as Columbia, Mtn Logic, and Under Armor all employ amateur testers and others (like mountain guides) to test their products to varying extents.
3. **Independent testing facilities:** Companies such as Q-Lab and InterTek offer product testing across a variety of sectors, and assistance with product regulation and certification. Sector-specific uses are tied to geographical location, with Q-Lab offering arid climate testing with an Arizona facility, and outdoor exposure testing in Florida.
4. **Start-up facilities:** California has an abundance of clothing and textile-startups developing new innovations for the outdoor industry. Some players, such as Cotopaxi, are quickly gaining recognition but are yet to reach profitability, which generally restricts their testing options to in-house. Other small recreation towns have led to the emergence of high-tech outdoor gear startups. The textile company Voormi, in Pagosa Springs, CO (pop, 1,838) produces a highly innovative single-layer breathable waterproof fabric for use in mountaineering and ski gear, produces outdoor apparel and operates a retail store in the town.

Some mountain resorts have introduced creative working spaces. These facilities often offer open-concept office spaces and shared facilities, and some are expanding into offering spaces for prototype making in incubator style facilities.

Local Assets and Opportunities

According to a report by the Outdoor Industry Association, more than half the population of California (56%) report participating in outdoor recreation each year. The industry directly employs 691,000 Californians and generates \$6.2bn in tax revenue annually – more than the film and television industry. Californians are also more likely to participate in hiking and snowboarding than the average American. The appeal of an outdoor “lifestyle”, rather than just interest in an activity, appears to be on the rise according to industry observers. Given California’s strong outdoor recreation industry, companies in the state are competing to appear the most innovative and consumer-friendly towards their growing demographic, some of whom are spending more of their working lives outside the city. With its reputation for adventure and topographic and climatic diversity, Inyo County is an ideal place to test out new products and adaptations from traditional mountaineering to extreme sports. In 2017, Death Valley National Park received 1,294, 827. The Town of Mammoth Lakes in neighboring Mono County boasts an average of 2,323,979 annual visitors since 2016, in which 37% visited in winter, 29% in summer, 21% in spring, and 13% in fall.

One approach for this niche market, and given the business model of larger companies, would be a shared testing-facility site suited for up and coming Californian businesses to test their products on home soil. Such a facility would allow small companies to replicate the capabilities of the industry’s larger companies in a cost-effective manner. This approach capitalizes on the coworking trend among startups and small companies, which has spread from major metropolitan areas to small towns in recent years. Becoming an active part of the industry’s development would help Inyo County capitalize on its established tourist industry and attract new talent to the county. Makerspaces combine manufacturing equipment, community, and education for the purposes of enabling community members to design, prototype and create manufactured works that would not be possible to create with the resources available to individuals working alone. These spaces can take the form of loosely-organized individuals sharing space and tools, for-profit companies, non-profit corporations, organizations affiliated with or hosted within schools, universities, or libraries, and more.

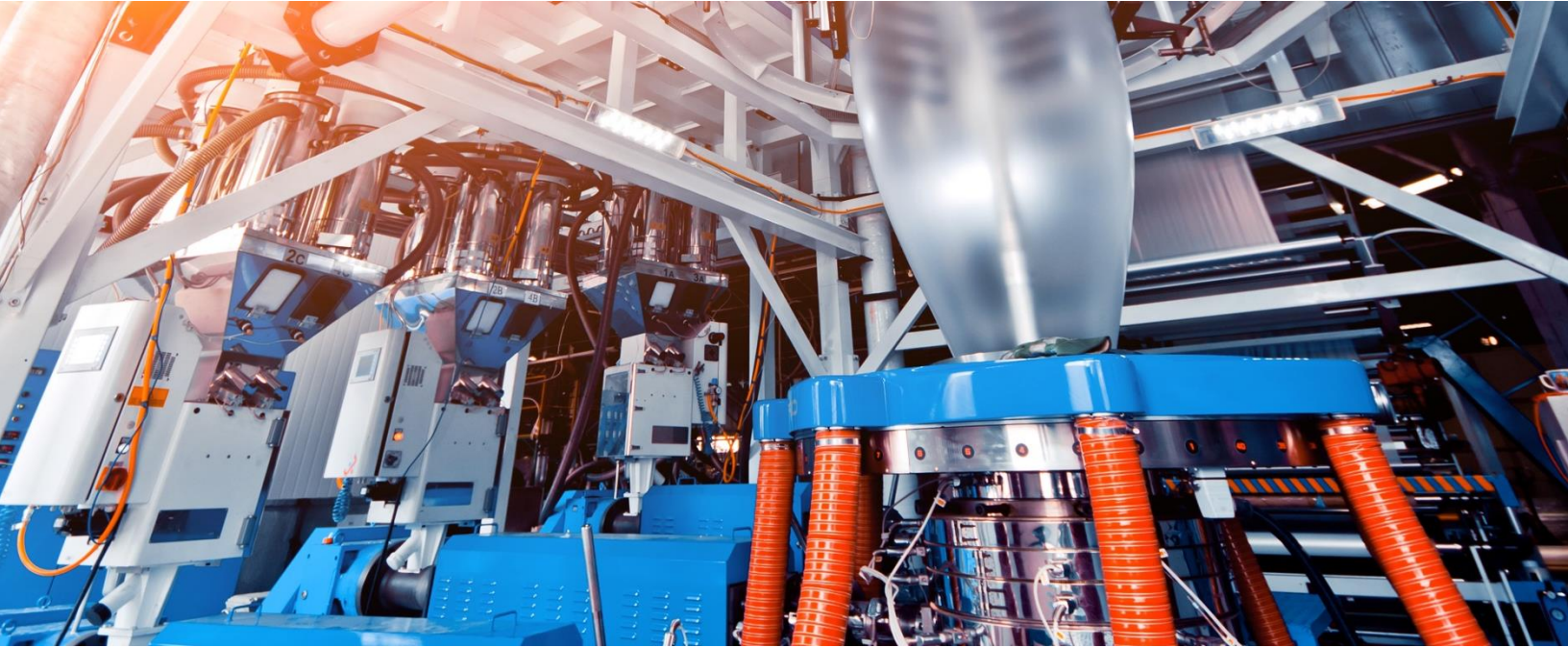
On the other hand, many private companies provide coworking office spaces by converting traditional office buildings to suit this new model, led by industry leader WeWork. These spaces help garner youth interest in tinkering and app development, but these interests can be turned into can form the basis of a “small town entrepreneurial ecosystem in several ways. For example,

in lieu of venture capitalists, towns can encourage local entrepreneurs to become angel investors in home-grown companies. Furthermore, small towns can leverage their assets of lower competition and costs and higher customer loyalty to nurture local markets. They can then foster connections between incubated companies and partner with local chambers of commerce and economic development resources to attract human capital.

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ADVANCED MATERIALS



Overview

- Materials producers are adapting a fast-changing industry environment focused on innovation and precision.
- By targeting innovative and high-growth sectors like medical devices and renewable energy, suppliers can position themselves for long-term success while traditional sources of demand decline.
- Opportunities in minerals typically hinge on refining a product for specific niche use and can be developed at a small-scale, as-needed basis in remote areas.

Industry Overview

Over the past decade, the materials industry has been transitioning from “traditional” to “advanced” at an accelerating rate. The global advanced materials market is anticipated to expand at a robust compound annual growth rate (CAGR) of 10.6% over the forecast period 2017-2024. This growth of advanced materials market is expected to be driven by aerospace & automotive industries and rising demand of high performance materials with properties such as high specific strength, stiffness, excellent fatigue, and abrasion resistance. The United States is anticipated to be the key contributor to the growth of advanced materials.

The advanced materials products are typically segmented under ceramics, glasses, polymers, composites, and metals & alloys. Ceramics have been an increasingly popular choice of material for medical applications, and this trend is anticipated to continue for the next few years. The non-metallic minerals industry, often co-located or co-owned with mining facilities, for example,

for gravel or sand, tends to involve larger scale operations. Moving up the value chain, materials research is producing new types of nonmetallic mineral products, especially glass and concrete. Advancements in value-added products include solar control glass; heads-up display windscreens; ultraclear glass, "superpave" concrete that cures at low temperatures, and fiber-reinforced concrete. These niche and customized products can involve much smaller scale operations.

Plastic products continue to be a high-growth and highly fragmented sector with many niches beyond mass produced packaging and bottling, providing opportunities to address industry challenges like environmental concerns, changing manufacturing basis, and seasonal demand ebbs and flows. Injection molded plastics particularly are used in production of complex and intricate shaped parts for precision while minimizing waste and the market is expected to grow globally by 6% annually to 2025, with North America leading the market. Like minerals, plastics are evolving to supply high-performance applications such as aircraft components, packaging, and precision instruments. The market is growing in two segments: petroleum-based inputs with currently low raw material prices are thriving, but there is also an increasing push for biological alternatives. Because products often have very specialized applications, or are made to customer specifications, most manufacturers remain small, partly because few economies of scale are gained by combining companies. Many products in the plastics and rubber products industry are produced in relatively low volume for special applications.

Specialized plastics component manufacturing can capitalize on technological advancement of plastic, making it a more appealing substitute for heavy steel, breakable glass, and unruly natural rubber. Smaller facilities can also produce on-demand and ship via private providers like FedEx, allowing production to be sustained without maintaining costly operations. These companies can also take advantage of technological advances such as 3D printing that lessen the need for large inventories, since products can be produced on a just-in-time basis and with little waste. 3D printing materials and services are expected to grow at 44% a year and is projected to becoming a \$22 billion industry by 2022. Small-scale light industrial operations like this are finding success by adapting to new coworking and "makerspace" business models. By shouldering the cost of industrial equipment and handling health regulation compliance, coworking spaces are expanding from office spaces to small-scale manufacturing workspaces, available at a lower cost to new businesses than establishing standalone operations.

Local Assets and Opportunities

The focus of this target sector for Inyo County would not be in mass production of materials, or very high value-added R&D intensive activities, but rather the Tier 1 suppliers that transform either traditional or advanced materials with some value added into custom products to be used

in advanced manufacturing industries. Companies producing parts for sports equipment could link to the other target sector in outdoor equipment testing, or small tech companies supplying the health or aerospace sector.

A niche mineral product still mined in Owens Valley that could be linked to some advanced technology products is kaolin, a naturally occurring clay essential to producing ceramic products. Inyo County's kaolin deposits could supply specified ceramics and glass requirements of Californian tech and renewable energy companies. The presence of clay and quartz amongst these deposits are essential inputs to the photovoltaic and advanced medical implement industries, both of which are projected to grow at a faster rate than more traditional industrial uses.

Tungsten is another niche material mined historically in Inyo County, that has strong high-tech and military applications with one of the highest melting point of all metals. Concerns about supply cutbacks from China, the world's leading producer, due to new US trade policies, may stimulate domestic demand for the mineral, as the US imports 50% of its tungsten. The global market for tungsten is projected to grow by 6% annually between 2018 and 2022, mostly driven by increase production and use by China. For companies looking for direct access to raw materials, the county would have to inventory existing mineral assets, ownerships, and permit issues to analyze further opportunities of small scale mining in combination with light manufacturing.

Besides a rich history and mining and current mining activities, there are several active material products manufacturers in the county, Cal-tron, an injection molding company and High Sierra Plastics serving defense, aerospace, consumer, transportation, electrical, and medical industries, both with family roots in the county. Interviews with the owners of the companies confirmed the infrastructure and workforce challenges of operating out of Inyo County.

Light manufacturing companies would need to be attracted by the quality of life and focus on custom small-scale production that would only need UPS delivery and internet infrastructure. Smaller companies will not have the resources for building construction and will most likely look for least partially developed sites. If there is a potential for leasing sites at the Bishop Airport or leasing or acquiring land from the City of Los Angeles that can be developed, it might provide the kind of low cost and fast turnaround time that these companies seek. However, current electricity rates at the airport, provided by Southern California Edison are much less competitive compared to LADWP and the current LADWP easement stipulations at the Bishop Airport only permit aerospace relevant projects.

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CO-WORKING AND MAKERSPACES

Several of the target industry profiles recommend offering shared facilities due to the limited site availability in the county and to circumvent the substantial upfront capital investments required that small, niche companies that cannot afford. Marketing the county's quality of life may help move of many small and tech companies to more remote areas that can provide them with the live-work-play environment, a trend seeing increased popularity across the US. High taxes and strict regulations in metropolitan areas, the traditional home of startups, often hinder growth. In fact, these businesses tend to perform best in small towns where services and support are also often more personalized.

One way to test this approach would be to offer retreats for small firms/startups looking to compete in a more cost-effective way with the Bay Area, while doubling as additional tourist income. Remote communities have already seen the results of co-working spaces, from Revelstoke in British Columbia (<https://www.mountaincolab.com/>) to makerspaces in local libraries (<http://www.fayettevillefreelibrary.org/make/fab-lab>). Some niche tech/IT areas to investigate for Inyo County could for example be Digital Media, linking into the county's long history as a Hollywood movie destination, or tech companies serving the mining industries with global positioning, communications, and imaging satellites to improve exploration, production, and reclamation efforts.

NEXT STEPS

There are several areas of strategic overlap and needs in the suggested target sectors: the demand for shared spaces, airport or other partially developed sites or facilities, and working with existing large stakeholders in the recreation and utility sector. The ongoing investigation of IT related business opportunities will further influence the targeting and development strategies.

There are three strategies to follow up on this exploratory analysis of business attraction opportunities:

1. A first outreach with a **lead generation program** to set up meetings with companies potentially interested in re-/locating in Inyo County. A preliminary outreach effort with a focus on smaller, younger companies. These companies would need to be seeking a higher quality of life environment and would be interested in linking with the local recreation, health, or utility/energy sector, especially from larger Californian cities. This would represent an intelligent starting point to test the county's value proposition and target sectors.
2. An extension of the outreach for **market testing** would entail contacting a larger group of companies with the purpose of surveying not just their growth potential and their interest in Inyo County but to receive a more complete picture of what companies in each of the target industries are looking for and which ones are most likely to consider Inyo County. This will help both prioritize and refine further outreach efforts in terms of industries and type of companies.
3. **Full inventory of county assets and value proposition development:** The case studies and best practices highlight the importance of any business attraction strategy to be part of a larger economic development plan of home-grown business expansion and retention as well as overall infrastructure and workforce development efforts. As such, community-based asset planning can provide a low-cost alternative while making sure that all stakeholders feel their voices heard and support the efforts in the long term. This would then help prioritize development efforts and resources for business development and help create a basis for a unique value proposition and branding of the county.



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Leslie Chapman

SUBJECT: Tire Amnesty Event

RECOMMENDED ACTION:

Request Board waive all gate and disposal fees associated with the Tire Amnesty Events to be conducted in Inyo County in late May and November 2020.

SUMMARY/JUSTIFICATION:

RWM has partnered with the Environmental Services Joint Powers Authority (ESJPA) to obtain grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday May 30th, Sunday May 31st, and again on Saturday, November 7th and Sunday, November 8th which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted.

This year Waste Management will be including placing bins at Keeler, Olancho and Darwin Transfer Stations for the south county residents to participate in these events.

The ESJPA is managing the Tire Amnesty Grant funds and will pay for advertising of the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 20 inch or smaller tire, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not conduct tire amnesty events but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The event will be paid for utilizing grant funding from CalRecycle secured by the ESJPA. All program invoicing will be sent directly to the ESJPA for payment.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 4/24/2020
Darcy Ellis	Approved - 4/27/2020
Teresa Elliott	Approved - 4/27/2020
Leslie Chapman	Approved - 5/6/2020
Marshall Rudolph	Approved - 5/6/2020
Amy Shepherd	Approved - 5/6/2020
Leslie Chapman	Final Approval - 5/7/2020



County of Inyo



County Counsel/County Administrator

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Marshall Rudolph

SUBJECT:

RECOMMENDED ACTION:

Request Board adopt proposed Resolution No. 2020-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Certain Amendments to the CSAC Excess Insurance Authority Joint Powers Agreement," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

CSAC Excess Insurance Authority (EIA) was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC). Today, 55 out of the 58 counties in California participate in one or more of the EIA programs. In 2001, the EIA expanded its offerings to other California public agencies. At this point, over 70% of the cities in California participate in one or more of the EIA programs. In addition, a variety of special districts, school districts, and JPAs also participate in EIA Programs. The EIA is recognized as the largest public entity property and casualty pool in the United States.

After 40 years of existence, the EIA is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on "excess" programs. The EIA is not an insurance company and does not provide "insurance" from a technical standpoint.

The subject of a name change was discussed with the EIA's Executive Committee and various Committee Chairs at a strategic planning retreat in November 2019. Thereafter, the Executive Committee approved moving forward with a name change and staff and a sub-committee of Executive Committee members were tasked with coming up with a new name. Some points that were at the forefront of the discussions regarding a new name include: (1) removing confusion by eliminating "CSAC," "Excess," and "Insurance" from our name; and (2) taking California out of the name since the organization is poised to expand its programs and services to public agencies across the nation. The new name – Public Risk Innovations, Solutions, and Management (PRISM) – will support the organization's current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

The main purpose of the proposed JPA Amendment is to substitute the new name for the old one throughout the document. One other notable change is that the provision that county members must maintain their membership

in CSAC is being removed. This will help the organization create a unique identity apart from CSAC. The removal of this requirement does not affect the governance of the EIA in any way. The EIA's relationship with CSAC is very good and its desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. CSAC is aware of this proposed change and has not expressed any concern over it.

The proposed amendments are an amendment to the existing CSAC EIA joint powers agreement. The existing JPA is not being "rescinded or terminated." The parties to the amended agreement are not entering into an agreement to create a new joint powers agency; rather, the parties are simply amending the existing Agreement.

Since the JPA Agreement was being amended to address the name change and removal of the CSAC membership requirement, the EIA has also made some other amendments to the Agreement to "clean up" the document to coincide with current practices and the future vision of the organization. The amended JPA agreement is attached.

The County's Risk Manager, Aaron Holmberg, has reviewed the proposed amendments and has no objection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to approve the amendments. This alternative is not recommended. If a majority of the current members of the JPA don't approve the amendments, then the JPA will not be amended.

OTHER AGENCY INVOLVEMENT:

Risk Management

FINANCING:

N/A

ATTACHMENTS:

1. Resolution re CSAC EIA JPA amendment
2. 2020 JPA Amendments

APPROVALS:

Marshall Rudolph	Created/Initiated - 4/30/2020
Darcy Ellis	Approved - 4/30/2020
Aaron Holmberg	Approved - 4/30/2020
Clint Quilter	Approved - 5/5/2020
Sue Dishion	Approved - 5/6/2020
Amy Shepherd	Final Approval - 5/6/2020

RESOLUTION NO. 2020 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING CERTAIN AMENDMENTS TO THE CSAC EXCESS
INSURANCE AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, Inyo County is a voting member of CSAC Excess Insurance Authority (CSAC EIA), a joint powers entity, and CSAC EIA has proposed amendments to the Joint Powers Agreement that created and governs the entity; and

WHEREAS, the majority of the proposed changes to the Agreement are to reflect the entity's change of its name from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM; and

WHEREAS, the proposed amendments are an amendment to an existing JPA (CSAC EIA), the existing JPA is not being "rescinded or terminated," and the parties to the amended agreement are not entering into an agreement to create a new joint powers agency; and

WHEREAS, another change eliminates the provision that if a member County terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA Agreement and its membership in CSAC EIA cancelled; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and to clean up the document;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. The Board of Supervisors approves the amendments to the CSAC EIA Joint Powers Agreement.
2. The Board Chair shall execute the amended Joint Powers Agreement on behalf of the County.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

**JOINT POWERS AGREEMENT
CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity which is not a California county which has executed this Agreement and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

**ARTICLE 2
PURPOSES**

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

**ARTICLE 3
PARTIES TO AGREEMENT**

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:
 - Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.
 - Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.
- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

**ARTICLE 4
TERM**

This Agreement shall continue in effect until terminated as provided herein.

**ARTICLE 5
CREATION OF PRISM**

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovations, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

**ARTICLE 6
POWERS OF PRISM**

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

**ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS**

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

- (a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:
- (1) Workers' compensation;
 - (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
 - (3) Comprehensive automobile liability;
 - (4) Hospital malpractice liability;
 - (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

- (b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

- (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.
- (2) **Premium Surcharge**
 - (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, , effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
- (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

**ARTICLE 17
RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

**ARTICLE 18
ADMINISTRATION OF CLAIMS**

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Jeffrey Thomson

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2020-2021 for Delinquency Prevention Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2020 to June 30, 2021 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2020-2021 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2020-2021 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 20-21 Healthy Communities Contract

APPROVALS:

Krystal Phillips	Created/Initiated - 4/21/2020
Darcy Ellis	Approved - 4/21/2020
Krystal Phillips	Approved - 4/24/2020
Marshall Rudolph	Approved - 4/24/2020
Amy Shepherd	Approved - 4/24/2020
Sue Dishion	Approved - 4/29/2020
Aaron Holmberg	Approved - 4/30/2020
Krystal Phillips	Approved - 5/4/2020
Jeffrey Thomson	Final Approval - 5/5/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty-one thousand eight hundred forty and no/100 Dollars

(\$ 31,840.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Healthy Communities of So. Inyo County</u>	Name
<u>P.O. Box 627</u>	Address
<u>Lone Pine, CA 93545</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

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

COUNTY OF INYO

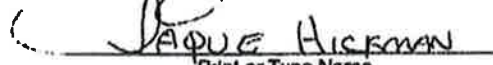
By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature


Print or Type Name

Dated: April 14, 2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE
PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

SCOPE OF WORK: (CONTINUED)

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM: Jeffrey Thomson

SUBJECT: Inyo County Superintendent of Schools Contract FY 2020-2021 for an Extended Day Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2020 to June 30, 2021 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2020-2021 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2020-2021 Probation Department Budget Unit 023000,

Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 20-21 ICOE Contract

APPROVALS:

Krystal Phillips	Created/Initiated - 4/21/2020
Darcy Ellis	Approved - 4/21/2020
Krystal Phillips	Approved - 4/24/2020
Marshall Rudolph	Approved - 4/24/2020
Amy Shepherd	Approved - 4/24/2020
Sue Dishion	Approved - 4/29/2020
Aaron Holmberg	Approved - 4/30/2020
Krystal Phillips	Approved - 5/4/2020
Jeffrey Thomson	Final Approval - 5/5/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-one thousand two hundred twenty-seven and no/100----- Dollars

(\$ 21,227.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>P.O. Box G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By:  _____
Signature

Barry D. Simpson
Print or Type Name

Dated: 4/22/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

Vocational Education – Extending the School Day

The Juvenile Justice Grant allows JKBS to have a full school day for at-risk students. The grant helps to fund instructors to teach a variety of elective/vocational classes during the afternoons.

Odysseyware

Odysseyware is an online curriculum program that allows JKBS to offer a wider variety of courses to students. Most of the students who come to JKBS are credit deficient, by integrating Odysseyware into our regular curriculum, we are better able to meet the academic needs of the students.

Drug Dogs – Insuring a Drug-free Campus

Beginning with the 2009/2010 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES****

TERM:

FROM: July 1, 2020

TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 12, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board approve the revised "Inyo County Standard Specifications and Standard Details" used for County-administered construction projects, County-performed construction projects, and non-County projects within County property or Right-of-Way.

SUMMARY/JUSTIFICATION:

The current (dated 2015) Standard Specifications refer to section numbers that do not exist in the two most recent releases of the Caltrans Standard Specifications (dated 2015 and 2018 - <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>). Aligning the Inyo County standard specifications with the Caltrans 2018 standard specifications will reduce confusion when bidding projects. The appendices and standard details are unchanged.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County publishes their Standard Specifications and Standard Details in order to provide contractors, the public, and any other entities performing construction work in Inyo County a guide on how construction shall be performed. The standard specifications are based on the California Department of Transportation (CALTRANS) Standard Specifications, with certain specifications modified, replaced, or voided in order to reflect county specific requirements. The Inyo County Standard Specifications were last updated in 2015 and were based on the 2015 Caltrans Specifications. Caltrans has since published a new standard specifications (2018), resulting in the 2015 Inyo County Standard Specifications referencing incorrect sections. The purpose of updating the standard specifications is primarily to ensure the Inyo County Specifications correctly reference the Caltrans Specifications for which they are based on.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could chose not to approve the updated Standard Specifications, but this is not recommended as they would continue to refer to section numbers not congruent with the 2018 Caltrans Specifications.

OTHER AGENCY INVOLVEMENT:

The Inyo County Standard Specifications are based on the California Department of Transportation Standard Specifications.

FINANCING:

No Financing required for this.

ATTACHMENTS:

1. 2020 Inyo County Specs and Standard Details

APPROVALS:

Jacob Trauscht	Created/Initiated - 4/13/2020
Darcy Ellis	Approved - 4/13/2020
Jacob Trauscht	Approved - 4/30/2020
Marshall Rudolph	Approved - 5/1/2020
Aaron Holmberg	Approved - 5/6/2020
Michael Errante	Final Approval - 5/6/2020

**STANDARD
SPECIFICATIONS
AND
STANDARD
DETAILS**



Prepared by:
Inyo County Public Works Department
May 2020

FOREWORD

Unless otherwise noted herein, the Inyo County Standard Specifications shall be the most recent edition of Caltrans Standard Specifications (Caltrans Standard Specification) along with the most recent Caltrans' Revised Standard Specifications as updated by Caltrans.

When work in County right-of-way is prepared by other than County, or County is not the contracting agency, obtain Encroachment Permit for the work. For work performed under Encroachment Permit where County is not financially liable for any portion of work, Section 2, 3, 4 and 9 do not apply.

Obtain the latest Caltrans Standard Specifications and Revised Standard Specifications from:

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

For work contemplated beyond the provision of these County Standard Specification and Caltrans Standard Specifications, refer to the latest edition of the "Greenbook" Standard Specifications for Public Works Construction.

STANDARD SPECIFICATIONS

Table of Contents

1	GENERAL.....	1
	1-1.07 DEFINITIONS:.....	1
2	BIDDING.....	2
	2-1.06B Supplemental Project Information.....	2
	2-1.33A General.....	2
	2-1.33B(2)(b)(ii) Non-Informal-Bid Contract.....	3
	2-1.33B(2)(b)(iii) Informal-Bid Contract.....	4
	2-1.33B(2)(c)(ii) Non-Informal-Bid Contract.....	4
	2-1.33B(2)(c)(iii) Non-Informal-Bid Contract.....	5
	2-1.33B(3)(b)(ii) Non-Informal-Bid Contract.....	6
	2-1.33B(3)(b)(iii) Informal-Bid Contract.....	6
	2-1.33B(3)(c)(ii) Informal-Bid Contract.....	7
	2-1.33B(3)(c)(iii) Informal-Bid Contract.....	7
	2-1.34 BIDDER'S SECURITY.....	8
3	CONTRACT AWARD AND EXECUTION.....	9
	3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222).....	9
	3-1.08 SMALL BUSINESS PARTICIPATION REPORT.....	9
	3-1.11 PAYEE DATA RECORD.....	9
	3-1.18 CONTRACT EXECUTION.....	9
4	SCOPE OF WORK.....	10
5	CONTROL OF WORK.....	11
	5-1.01 GENERAL.....	11
	5-1.02 CONTRACT COMPONENTS.....	12
	5-1.16 REPRESENTATIVE.....	12
	5-1.23 SUBMITTALS.....	12
	5-1.23B(3) Progress Estimates.....	12
	5-1.26 CONSTRUCTION SURVEYS.....	12
	5-1.27F Record Drawings.....	12
	5-1.32 AREAS FOR USE.....	12
	5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE.....	13
6	CONTROL OF MATERIALS.....	14
	6-1.02 DEPARTMENT-FURNISHED MATERIALS.....	14
	6-2.02A General.....	14
	6-2.03A General.....	14
	6-2.03B Job Site Inspection and Testing.....	14
7	LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	15
	7-1.01 GENERAL.....	15
	7-1.02K Labor Code.....	15
	7-1.02K(5) Working Hours.....	15

AA

7-1.03 PUBLIC CONVENIENCE.....	15
7-1.05 INDEMNIFICATION	16
7-1.05A General.....	16
7-1.05B Responsibility to Other Entities.....	16
7-1.05C Other	17
7-1.06C Workers' Compensation and Employer's Liability Insurance	17
7-1.06D(2) Liability Limits/Additional Insureds	18
7-1.06D(3) Contractor's Insurance Policy is Primary	19
7-1.06F Policy Forms, Endorsements, and Certificates	19
7-1.06G Deductibles	19
7-1.06H Enforcement	19
7-1.06I Self-Insurance.....	20
8 PROSECUTION AND PROGRESS	21
8-1.02 SCHEDULE.....	21
9 PAYMENT.....	22
9-1.16A General.....	22
9-1.16B Schedule of Values	23
9-1.16E(4) Stop Notice Withholds	23
9-1.16F Retentions	23
SECTION 10	24
SECTION 11	25
SECTIONS 12 AND 13	26
SECTION 14	27
SECTION 15	28
SECTIONS 16 THROUGH 38	29
SECTION 39 HOT MIX ASPHALT	30
39-1.02 HOT MIX ASPHALT MATERIALS (ENCROACHMENT PERMIT).....	30
SECTIONS 40 THROUGH 65	31
SECTION 66	32
66-1.02A General.....	32
SECTIONS 67 THROUGH 72	33
SECTION 73	34
73-1.03A General.....	34

AA

SECTIONS 74 THROUGH 9935

STANDARD DETAILS.....36

APPENDIX A INYO COUNTY ENCROACHMENT PERMIT.....A-1

APPENDIX B INYO COUNTY IMPROVEMENT PLAN CHECKLISTB-1

APPENDIX C INYO COUNTY PERMIT FEE SCHEDULEC-1

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1 GENERAL

Comply with Section 1 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Replace or Add to

1-1.07 DEFINITIONS:

contractor: Person or business or its legal representative entering into a Contract with the Department for performance of the work, or performing work under an Encroachment Permit.

County: The County of Inyo; or respective authorized representatives.

Department: Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; Inyo County; or respective authorized representatives.

Director: Inyo County Director of Public Works

Engineer: Inyo County Director of Public Works or Road Commissioner acting directly or through properly authorized agents acting within the scope of their particular duties.

holiday: Holiday shown in the following table:

Holidays
Sunday
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

mobilization: Preparatory work that must be performed, including obtaining all PLACs, and/or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

permittee: The agency or individual securing an encroachment permit to do work on or improve a portion of County right-of-way.

PLAC: permit, license, agreement, certification, or any combination of these.

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2 BIDDING

This section shall not apply to Encroachment Permit work.

Comply with Section 2 of the Caltrans Standard Specifications and Revised Standard Specifications.

The Board of Supervisors reserves the right to waive technical errors and discrepancies if it determines it is in the public interest to do so.

If the project has additive bid items or additive groups, the lowest responsible bidder will be determined in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (c) and as follows:

1. The project funding amount will be disclosed before the first bid is opened.
2. The lowest responsible bidder will be determined on the basis of the Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups, if any.
3. In the event that all bids including Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups exceeds the project funding amount, the lowest bid will be determined on the basis of the Total Base Bid plus those additive items or Total Base Bid plus those additive groups that, when taken in numerical order from the additive list, and added to the Total Base Bid are less than or equal to the funds available.

Replace
2-1.06B Supplemental Project Information

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in the special provisions.

Replace
2-1.33A General

2-1.33A General

Complete forms in the *Bid* book. Submit the forms with your bid.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or fax the percentage to (760) 878-2001 or deliver to 168 N. Edwards Street, Independence, CA 93526, within 24 hours after bid opening.

Except for the percentage of each bid item subcontracted, do not fax submittals.

AA

**Replace
2-1.33B(2)(b)(ii) Non-Informal-Bid Contract**

2-1.33B(2)(b)(ii) Non-Informal-Bid Contract

For a non-informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Informal Bid Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Public Works as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
DBE Commitment	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Confirmation	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Good Faith Efforts Documentation	No later than 4 p.m. on the 5th day after bid opening ^b

^aSubmit only if you choose the option.

^bIf the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

AA

**Replace
2-1.33B(2)(b)(iii) Non-Informal-Bid Contract**

2-1.33B(2)(b)(iii) Informal-Bid Contract

For an informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for an
Informal-Bid Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid
Subcontractor List	Time of bid
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
DBE Commitment	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Confirmation	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Good Faith Efforts Documentation	No later than 4 p.m. on the 5th day after bid opening ^b

^aSubmit only if you choose the option.

^bIf the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**Replace
2-1.33B(2)(c)(ii) Non-Informal-Bid Contract**

2-1.33B(2)(c)(ii) Non-Informal-Bid Contract

For a non-informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Informal-Bid Federal-Aid Contract without a DBE
Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Public Works as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration numbers	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid

^aSubmit only if you choose the option.

AA

**Replace
2-1.33B(2)(c)(iii) Non-Informal-Bid Contract**

2-1.33B(2)(c)(iii) Non-Informal-Bid Contract

For an informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for an
Informal-Bid Federal-Aid Contract without a DBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid
Subcontractor List	Time of bid
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid

^aSubmit only if you choose the option.

AA

**Replace
2-1.33B(3)(b)(ii) Non-Informal-Bid Contract**

2-1.33B(3)(b)(ii) Non-Informal-Bid Contract

For a non-informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Informal-Bid Non-Federal-Aid Contract with a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Public Works as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
Certified DVBE Summary	No later than 4 p.m. on the 4th business day after bid opening
California Company Preference	Time of bid
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	No later than 4 p.m. on the 2nd business day after bid opening

^aSubmit only if you choose the option or preference.

**Replace
2-1.33B(3)(b)(iii) Informal-Bid Contract**

2-1.33B(3)(b)(iii) Informal-Bid Contract

For an informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for an
Informal-Bid Non-Federal-Aid Contract with a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
Certified DVBE Summary	Time of bid
California Company Preference	Time of bid
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	Time of bid

^aSubmit only if you choose the option or preference.

AA

**Replace
2-1.33B(3)(c)(ii) Informal-Bid Contract**

2-1.33B(3)(c)(ii) Informal-Bid Contract

For a non-informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Informal-Bid Non-Federal-Aid Contract without a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Public Works as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
California Company Preference	Time of bid
Certified DVBE Summary ^b	No later than 4 p.m. on the 4th business day after bid opening
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	No later than 4 p.m. on the 2nd business day after bid opening

^aSubmit only if you choose the option or preference.

^bSubmit only if you obtain DVBE participation or you are the apparent low bidder, 2nd low bidder, or 3rd low bidder and you choose to receive the specified incentive.

**Replace
2-1.33B(3)(c)(iii) Informal-Bid Contract**

2-1.33B(3)(c)(iii) Informal-Bid Contract

For an informal-bid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for an
Informal-Bid Non-Federal-Aid Contract without a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
Certified DVBE Summary ^b	Time of bid
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	Time of bid

^aSubmit only if you choose the option or preference.

^bSubmit only if you obtain DVBE participation or you are the apparent low bidder, 2nd low bidder, or 3rd low bidder and you choose to receive the specified incentive.

AA

3 CONTRACT AWARD AND EXECUTION

This section shall not apply to Encroachment Permit work.

Comply with Section 3 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Replace
3-1.05 CONTRACT BONDS

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The Department furnishes the successful bidder with bond forms.

Delete
3-1.08 SMALL BUSINESS PARTICIPATION REPORT

Delete
3-1.11 PAYEE DATA RECORD

Replace
3-1.18 CONTRACT EXECUTION

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Inyo County Small Business (SB) Participation Report form (when called for in special provisions)
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

For an informal-bid contract, the Office Engineer must receive these documents before the 5th business day after the bidder receives the contract.

For all other contracts, the Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

AA

5 CONTROL OF WORK

Comply with Section 5 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Replace 5-1.01 GENERAL

5-1.01 GENERAL

Section 5 includes specifications regarding the Contract parties' relations and Contract acceptance.

Furnish the resources except Department-furnished materials required to complete the work as described in the Contract.

Provide Quality Control (QC).

Work is subject to the Department's inspection, sampling, and testing. The Department's inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the Department's safe and unrestricted access to the work. Furnish facilities necessary for the Department's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the Department does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Replace
5-1.16 REPRESENTATIVE

5-1.16 REPRESENTATIVE

Before starting work, assign a representative to:

1. Receive the Engineer's orders
2. Prosecute the Engineer's orders
3. Supervise the workers
4. Coordinate the subcontractors' work

The representative must be present at the job site while work is in progress. Submit the representative's name and telephone number so the representative can be easily contacted to perform emergency work while work is not in progress.

The representative must not be replaced without prior written approval from the Engineer.

Add to
5-1.23 SUBMITTALS

Unless otherwise provided in the special provisions or approved by the Engineer, comply with section 9-1.16B and submit schedule of values for all lump sum items of work.

Add to
5-1.23B Action Submittals

5-1.23B(3) Progress Estimates

Before the 15th day of each month, prepare and submit a written application or payment or payment request. Each application must include work completed and materials on hand. Each estimate shall be accompanied by copies of paid invoices for materials.

Replace
5-1.26 CONSTRUCTION SURVEYS

5-1.26 CONSTRUCTION SURVEYS

The County will provide project survey control. Set lines and grades under the direction of a licensed land surveyor or registered civil engineer. Provide all staking notes to the County.

Add to
5-1.27 RECORDS

5-1.27F Record Drawings

County will provide one set of contract plans to be used to prepare Record Drawings.

Clearly and legibly annotate one set of plans to be used as Record Drawings. Record drawings must reflect all changes, deletions, adjustments and other information incorporated into the Work. Include description and location of buried man-made object discovered during progress of Work.

Submit progress drawings with request for progress payment.

Before final inspection is requested, verify that "Record Drawings" represent the true, complete and accurate record of the Work.

Add to
5-1.32 AREAS FOR USE

Make your own arrangements and pay all expenses for additional area needed beyond rights-of-way and easements shown on the Plans.

AA

Add to

5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you request final inspection, submit:

1. Record Drawings
2. Equipment test records
3. All required Certificates of Compliance as applicable including:
 - a. Permit, license, agreement, certification (PLAC) requirements
 - b. Contractor-owner agreement
4. All Certifications of Inspection as applicable including:
 - a. Building inspection
 - b. Fire Marshall inspection
 - c. Health department inspection
 - d. Certificate of Occupancy
5. All ownership documents as applicable including:
 - a. Warranty
 - b. User manuals
 - c. Maintenance and operation manual
 - d. Computer software license, user guide, etc.

During final inspection, you must demonstrate all equipment and systems are operational as specified.

If the Engineer determines that all work is complete and no corrections are needed for incomplete or deficient work, the engineer will issue a written notice of inspection.

If the Engineer causes re-inspection to be made to remedy defective work, the cost for all re-inspections will be deducted from Final Payment.

Written notice of inspection shall not be deemed as Contract Acceptance.

AA

6 CONTROL OF MATERIALS

Comply with Section 6 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Replace

6-1.02 DEPARTMENT-FURNISHED MATERIALS

6-1.02 DEPARTMENT-FURNISHED MATERIALS

Section 6-1.02 does not apply to work under Encroachment Permit.

Request Department-furnished material at least 15 days before their scheduled installation.

If the Department furnishes the material:

1. At the job site, unload and store the material
2. At a location other than the job site, deliver the material to the job site and store it

The Engineer orders the return and disposal of surplus Department-furnished material. This returning and disposing of material is change order work.

You are responsible for the cost of replacing Department-furnished material. The Department deducts replacement costs. Department-furnished material not used in the work remains the property of the Department.

Add To

6-2.02A General

You are responsible to provide quality control. The County may employ multiple quality assurance methods including sampling and testing.

Add To

6-2.03A General

When County retains an independent lab inspector to perform sampling and testing, provide access to the work under Section 5-1.01.

Lab inspectors have no authority to:

1. Release, revoke, alter or enlarge on work
2. Approve or accept any portion of work
3. Issue stop order

Add To

6-2.03B Job Site Inspection and Testing

Provide 48 hours advance written notice. Failure to comply will subject work to rejection.

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Comply with Section 7 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Add to:

7-1.01 GENERAL

Coordinate with other entities under Section 5-1.20. Obtain Encroachment Permit from the County and/or any other Public Agency affected by your work within public rights-of-way.

Add to:

7-1.02K Labor Code

Except where allowed under Public Contract Code Section 20103.5, or Business and Professions Code Section 7029.1, before submitting your bid, you and your subcontractors must be currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

Replace

7-1.02K(5) Working Hours

7-1.02K(5) Working Hours

Eight hours is a legal day's work (Labor Code § 1810).

Obtain written approval from the Engineer to perform work between the hours of 9:00 P.M. and 6:00 A.M.

If work is to be performed on Saturday, Sunday, Holiday or on overtime, notify the Engineer at least 48 hours in advance.

The time of service of any worker employed on public work is limited and restricted to 8 hours in 1 day and 40 hours in 1 calendar week, except as provided by Labor Code § 1815 (Labor Code § 1811).

A Contractor's employee may work more than 8 hours per day and 40 hours per week if the Contractor pays the employee 1-1/2 times the basic pay rate for the hours worked in excess of 8 hours per day and 40 hours per week (Labor Code § 1815).

For each worker employed in the work for each day the worker works more than 8 hours in 1 day and 40 hours in 1 calendar week without overtime pay, the Department deducts \$25 as a penalty for violating Labor Code § 1815 (Labor Code § 1813).

Add to

7-1.03 PUBLIC CONVENIENCE

Upon written notification to you, the Engineer may order completed portions of Work to be placed in service. If portions of Work is placed in service, you are relieved of maintenance responsibilities of the portion so placed into service. This does not relieve you from any other contractual responsibility. You will not be compensated for any delay to your construction activity caused by use and operation of completed portions.

The Engineer may order or consent to your request to open a completed section of project for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

AA

Replace
7-1.05 INDEMNIFICATION

7-1.05 INDEMNIFICATION

7-1.05A General

You must defend, indemnify, and save harmless the County, including its officers, officials, employees, volunteers, and agents (excluding agents who are design professionals), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 Claims) arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the County, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civ Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by the County is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, officials, employees, volunteers, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

7-1.05B Responsibility to Other Entities

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the County.

AA

7-1.05C Other

You are responsible to the fullest extent allowed by law, to defend and indemnify the County for any and all injury, illness, disease, or death arising out of or caused by an organism, including but not limited to animals, microscopic bacteria, fungi, plants and the like, to which persons, including but not limited to the public, any employees or agents of yours, the County, or any other contractors that are exposed in connection with the work on the project.

Add to:

7-1.06C Workers' Compensation and Employer's Liability Insurance

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

^^
Replace
7-1.06D(3) Contractor’s Insurance Policy Primary

7-1.06D(3) Contractor’s Insurance Policy is Primary

The policy must stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the County is excess only and must not be called upon to contribute with this insurance.

Replace
7-1.06F Policy Forms, Endorsements, and Certificates

7-1.06F Policy Forms, Endorsements, and Certificates

Unless otherwise specified in the special provisions or directed by the Engineer, provide General Liability Insurance, for you and your subcontractors, under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

Replace
7-1.06G Deductibles

7-1.06G Deductibles

The County may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the County. Regardless of the allowance of exclusions or deductions by the County, you are responsible for any deductible amount and must warrant that the coverage provided to the County complies with section 7-1.06.

Replace
7-1.06H Enforcement

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, officials, employees, volunteers, and agents by the Department's acceptance of insurance policies and certificates.

The minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

^^

8 PROSECUTION AND PROGRESS

Comply with Section 8 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

For Encroachment Permit work, do not start work prior to obtaining permit approval.

**Add to
8-1.02 SCHEDULE**

For contract up to \$500,000, prepare and submit construction schedule before or at the preconstruction conference. For each schedule submittal:

- 1. Use tabulation, chart or graph in sufficient detail to show chronological relationship of all activities of Work
- 2. Identify estimated starting and completion dates of various activities, submissions of submittals, procurement of materials and scheduling of equipment
- 3. Incorporate PLAC requirements
- 4. Incorporate requirements for protection, removal or relocation of utilities

For contract over \$500,000, comply with Section 8-1.02B of the Standard Specifications.

Submit revised schedule in advance of beginning revised operations or as requested by the Engineer.

^^

Replace
9-1.16B Schedule of Values

9-1.16B Schedule of Values

Section 9-1.16B applies to lump sum bid items.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization for a schedule of values before you perform work shown on the schedule. The Department does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under section 9-1.06.

Each schedule of values must:

1. Be 8-1/2 by 11 inches, typed on white paper and include:
 - 1.1. Title of project and location
 - 1.2. Project number
 - 1.3. Name and address of contractor
 - 1.4. Date of submission
 - 1.5. Page number and total number of pages
2. List installed value of the component items of the work
3. Use format for special provisions table of contents to list component item including divisions and sections. Identify each line item with the number and title of each major section
4. Include sub-values of major products or operations for each major line item
5. For various portions of the work:
 - 5.1. Each item include directly proportional amount of the contactors overhead and profit
 - 5.2. Items with requested progress payments for stored materials, include:
 - 5.2.1. Cost of material, delivered and unloaded, including taxes paid
 - 5.2.2. Total installed value

Replace
9-1.16E(4) Stop Notice Withholds

9-1.16E(4) Stop Notice Withholds

The Department may withhold payments to cover claims filed under Civ Code § 9000 et seq.

Stop notice information may be obtained from the Division of Accounting, Office of External Accounts Payable.

Instead of withholds, you may provide a bond equal to 125 percent of the amount claimed in the stop notice. Corporate surety must be different than Labor and Material Bond surety.

Replace
9-1.16F Retentions

9-1.16F Retentions

The County will retain 5 percent from progress payments until contract is completed. Instead of the retention, you may provide equivalent securities.

AA

SECTION 10

Comply with Section 10 of the Caltrans Standard Specifications and Revised Standard Specifications.

^^

SECTION 14

Comply with Section 14 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

AA

SECTION 15

Comply with Sections 15 of the Caltrans Standard Specifications and Revised Standard Specifications, and Comply with Section 5-1.36 Property and Facility Preservation.

^^

SECTIONS 16 THROUGH 38

Comply with Sections 16 through 38 of the Caltrans Standard Specifications and Revised Standard Specifications.

^^

SECTION 66

Comply with Section 66 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

**Add to
66-1.02A General**

Unless otherwise authorized by the Department, do not use corrugated aluminum materials within roadway prism.

^^

SECTIONS 67 THROUGH 72

Comply with Sections 67 through 72 of the Caltrans Standard Specifications and Revised Standard Specifications.

AA

SECTION 73

Comply with Section 73 of the Caltrans Standard Specifications and Revised Standard Specifications, except:

Replace 73-1.03A General

73-1.03A General

Construct contraction joints by (1) scoring concrete with a grooving tool and rounding corners with an edger tool or (2) saw cutting hardened concrete to a depth of at least 1 inch. Immediately apply curing compound to the exposed surfaces of saw cut joints.

Construct expansion joints at each side of structures and at the ends of curb returns. Fill expansion joints with 1/2-inch-thick preformed joint filler. Finish the concrete adjacent to expansion joints with an edger tool. Do not construct expansion joints within 20 feet of an island nose. Shape the preformed joint filler to match the surface contour of the concrete.

AA

SECTIONS 74 THROUGH 99

Comply with Sections 74 through 99 of the Caltrans Standard Specifications and Revised Standard Specifications and Revised Standard Specifications.

STANDARD DETAILS

STANDARD DETAILS

TABLE OF CONTENTS

**DRAWING
NUMBER**

DESCRIPTION

**STREETS, ROADS, INTERSECTION, TRANSITIONS,
IMPROVEMENTS, & WORK WITHIN RIGHT OF WAY**

A-100..... TYPICAL STREET CROSS SECTION

A-101..... GRADED ROAD

A-102.....PAVED ROAD (RURAL AREAS)

A-103.....CUL-DE-SAC

A-104..... ALLEY

A-105.....INTERSECTION DESIGN – SIDEWALK ABUTTING CURB

A-106..... 6” CURB & GUTTER

A-107..... 8” CURB & GUTTER

A-108..... ASPHALT CONCRETE DIKE (6”)

A-109..... ASPHALT CONCRETE DIKE (8”)

A-110..... CURB & GUTTER TRANSITION DETAIL

A-111..... SIDEWALK SEPARATED FROM CURB

A-112..... SIDEWALK ABUTTING CURB

A-113..... RESIDENTIAL DRIVEWAY WITH CURB

A-114..... RESIDENTIAL DRIVEWAY TEMPORARY SINGLE

A-115..... RESIDENTIAL DRIVEWAY TEMPORARY MULTIPLE

A-116..... COMMERCIAL DRIVEWAY

A-117..... CATTLE GUARD

A-118..... CATTLE GUARD DETAILS & NOTES

A-119..... STANDARD UTILITY BURIAL

A-120..... [RESERVED]

A-121.....CURB RAMP – TWO RAMP CORNER INSTALLATION

A-122.....CURB RAMP – ONE RAMP INSTALLATION –
SIDEWALK SEPARATED FROM CURB

STANDARD DETAILS

TABLE OF CONTENTS

**DRAWING
NUMBER**

DESCRIPTION

**STREETS, ROADS, INTERSECTION, TRANSITIONS,
IMPROVEMENTS, & WORK WITHIN RIGHT OF WAY (CONTINUED)**

A-123.....	CURB RAMP – ONE RAMP INSTALLATION – SIDEWALK ADJACENT TO CURB
A-124.....	CURB RAMP CASE A
A-125.....	CURB RAMP CASE B
A-126.....	CURB RAMP CASE C
A-127.....	CURB RAMP CASE D
A-128.....	CURB RAMP CASE E
A-129.....	CURB RAMP CASE F
A-130.....	CURB RAMP CASE G
A-131.....	DETECTABLE SURFACE DETAIL

DRAINAGE IMPROVEMENTS

D-100.....	CUTOFF WALL FOR DRAINAGE CHANNEL
D-101.....	GRAVITY HEADWALL
D-102.....	CATCH BASIN – MOUNTAIN ROADS
D-103.....	CATCH BASIN – MOUNTAIN ROADS DETAILS
D-104.....	LOCAL DEPRESSION IN A.C. PAVING
D-105.....	24" MANHOLE FRAME & COVER – PARKWAY
D-106.....	24" MANHOLE FRAME & COVER – ROADWAY
D-107.....	HEADWALL – WING TYPE
D-108.....	HEADWALL – "U" TYPE
D-109.....	CATCH BASIN - TYPE "A"
D-109A.....	CATCH BASIN NOTES
D-109B.....	CATCH BASIN - PLATE DETAIL
D-110.....	STORM DRAIN CLEANOUT
D-111.....	CULVERT BURIAL – LESS THAN 1' COVER

STANDARD DETAILS

TABLE OF CONTENTS

**DRAWING
NUMBER**

DESCRIPTION

ROAD SIGNS AND MARKERS

RS-100 STREET NAME SIGN DETAILS & SPECIFICATIONS

RS-101STREET NAME SIGN PLACEMENT

RS-102 TIMBER BARRICADE

RS-103 OBJECT MARKERS

LIGHTING AND ELECTRICAL SYSTEMS

ES-100 STREET LIGHTING – PLACEMENT LOCATIONS

ES-101 STREET LIGHTING – POLES & DESIGN CRITERIA

ES-102 STREET LIGHTING-BASE DETAIL

WATER SYSTEMS

W-100..... 1 INCH SERVICE INSTALLATION

W-101..... 1.5 INCH SERVICE INSTALLATION

W-102..... 2 INCH SERVICE INSTALLATION

W-103..... 4" DOMESTIC METER SERVICE

W-104..... [RESERVED]

W-105..... 6" DOMESTIC METER SERVICE

W-106..... [RESERVED]

W-107..... 4" FIRE SERVICE METER

W-108..... [RESERVED]

W-109..... 6" FIRE SERVICE METER

W-110..... [RESERVED]

W-111..... YARD HYDRANT DETAIL

W-112..... REDUCER THRUST BLOCK DETAIL

W-113..... CONCRETE THRUST BLOCK DETAIL

W-114..... TRENCH DETAIL

STANDARD DETAILS

TABLE OF CONTENTS

**DRAWING
NUMBER**

DESCRIPTION

WATER SYSTEMS (CONTINUE)

W-115.....	TEMPORARY BLOW OFF DETAILS
W-116.....	GATE VALVE INSTALLATION DETAILS
W-117.....	LOCATOR WIRE DETAIL
W-118.....	TYPICAL SUBSTRUCTURE CROSSING DETAIL
W-119.....	WATER, RECYCLED WATER, AND SEWER MAIN PERPENDICULAR SEPARATIONS
W-120.....	WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL SEPARATIONS
W-121.....	WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL AND PERPENDICULAR SEPARATION NOTES
W-122.....	[RESERVED]
W-123.....	PVC CASING SKID DETAILS
W-124.....	NEW FIRE HYDRANT INSTALLATION DETAILS
W-125.....	FIRE HYDRANT REPLACEMENT ON OVERSIZED LATERAL PIPE WITH CONCRETE
W-126.....	[RESERVED]
W-127.....	4-POST FIRE HYDRANT GUARD
W-128.....	ALLOWABLE LEAKAGE CHART FOR TESTING OF PIPES WITH RUBBER JOINTS

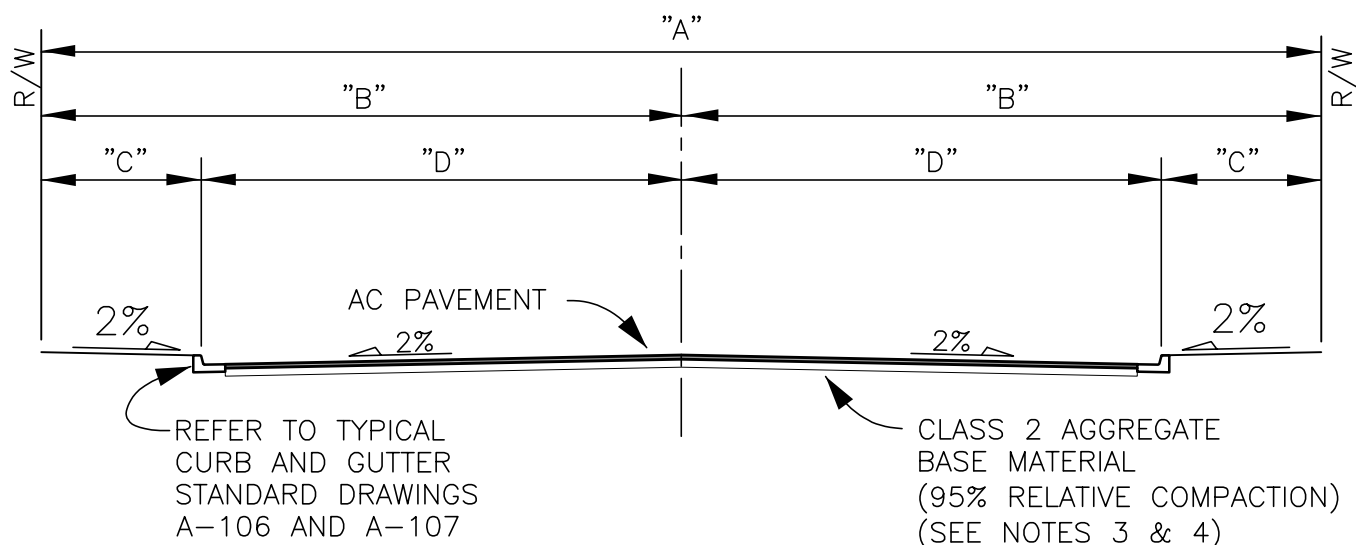
SEWER SYSTEMS

S-100.....	48" DIAMETER PRECAST MANHOLE INSTALLATION
S-101.....	SEWER MANHOLE BASE
S-102.....	MANHOLE PIPE CONNECTIONS
S-103.....	MANHOLE MISCELLANEOUS DETAILS
S-104.....	EXISTING MANHOLE ABANDONMENT

SECTION A

GENERAL ROAD WORK

TYPICAL SECTION



	A	B	C	D
SECONDARY HIGHWAY	80	40	10	30
COLLECTOR STREET	66	33	11	22
LOCAL STREET	60	30	10	20

NOTES:

1. WHEN AN OFFSET CROWN IS USED, THE ENGINEER SHALL ESTABLISH GRADES OF NOT LESS THAN 2% AND NO GREATER THAN 5%.
2. WHERE THERE IS NO CONCRETE CURB AND GUTTER AT THE EDGE OF THE PAVEMENT A SIX (6) INCH CHOKER WILL BE REQUIRED.
3. FINAL A.C. PAVEMENT THICKNESS SHALL BE A MINIMUM OF 3", CLASS 2 AGGREGATE BASE THICKNESS SHALL BE A MINIMUM OF 6". THINNER A.C. AND BASE MAY BE USED IF SUPPORTED BY SOIL TESTING DATA.
4. SUBGRADE UNDER STREET AND CURB AND GUTTER AREAS SHALL BE OVEREXCAVATED 12" AND RECOMPACTED TO 95% RELATIVE COMPACTION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

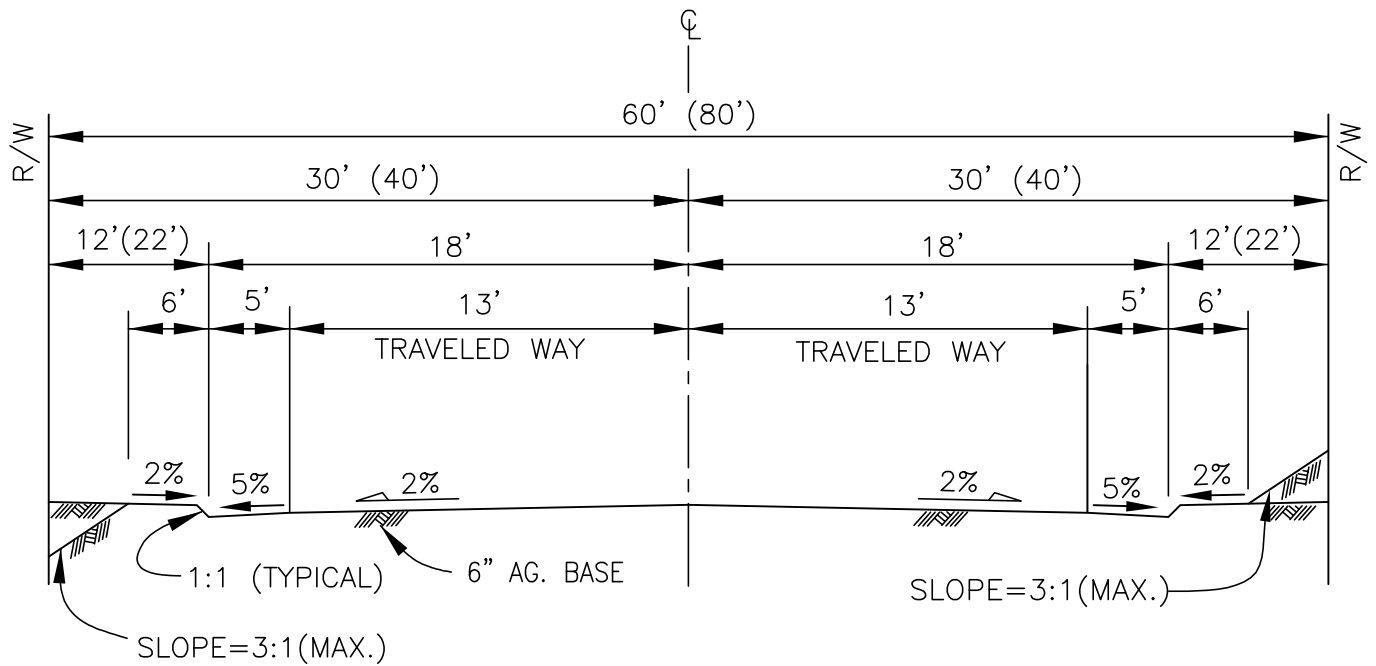
DRAWN BY: TD

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TYPICAL STREET CROSS SECTION

A-100



TYPICAL SECTION

NOTES:

1. APPROVED IMPORTED MATERIAL TO BE PLACED WHERE NECESSARY TO PROVIDE FOR STABILITY OF ROADS AS SHOWN ON PLANS.
2. DRAINAGE IMPROVEMENTS TO BE PLACED AS SHOWN ON PLANS.
3. EMBANKMENTS SHALL HAVE RELATIVE DENSITY AT LEAST EQUAL TO ADJACENT NATIVE SOIL AND PROVIDE ACCEPTABLE ROADWAY STABILITY.
4. CONSTRUCTION OUTSIDE R/W LINE SHALL REQUIRE SLOPE EASEMENTS FROM AFFECTED PROPERTY OWNERS.

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DATE: SEPT 2015

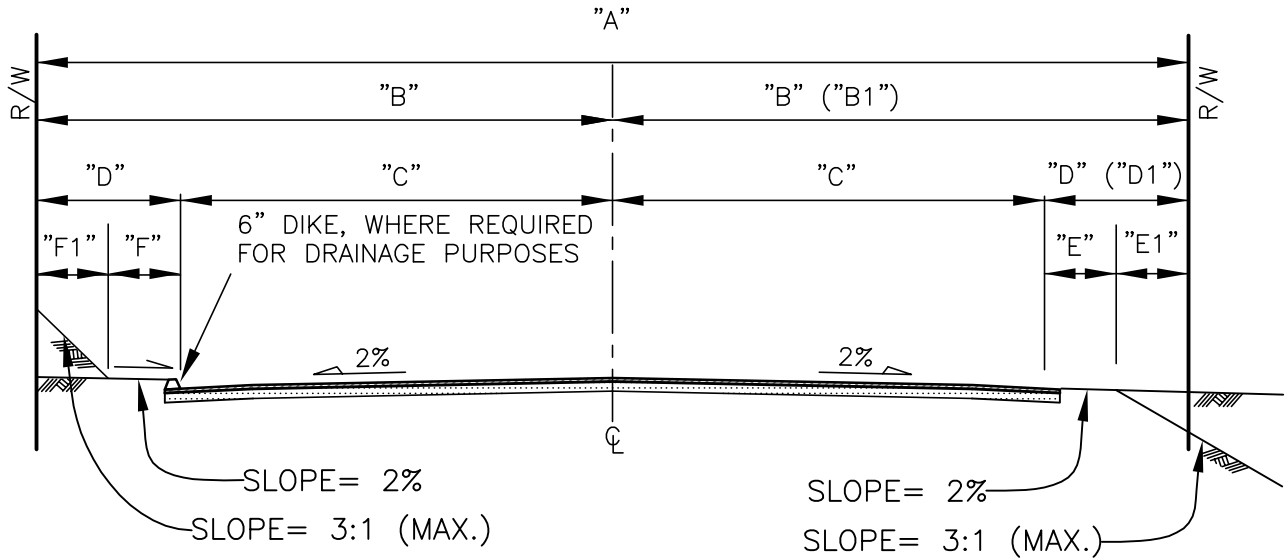
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GRADED ROAD

A-101



TYPICAL SECTION

NOTES:

1. STRUCTURAL SECTION OF ROADWAY SHALL BE DETERMINED FROM SOILS TESTS AND SO INDICATED ON CONSTRUCTION PLANS.
2. CONSTRUCTION OUTSIDE R/W LINE SHALL REQUIRE SLOPE EASEMENTS.
3. SLOPE REQUIREMENT MAY BE VARIED BY SUBMISSION OF SOILS REPORT.
4. DIKES MAY BE REQUIRED ON ONE OR BOTH ROADWAY EDGED, DEPENDING ON LOCAL CONDITIONS.
5. REQUIRED PAVING WIDTH MAY VARY DEPENDING ON LOCATION

"A"	"B"	"B1"	"C"	"D"	"D1"	"E"	"E1"	"F"	"F1"
60'	30'		18'(20')	12'(10')		6'(5')	6'(5')	4'	8'(6')
40'	18'	22'	13'	5'	9'	6'	3'	4'	1'

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

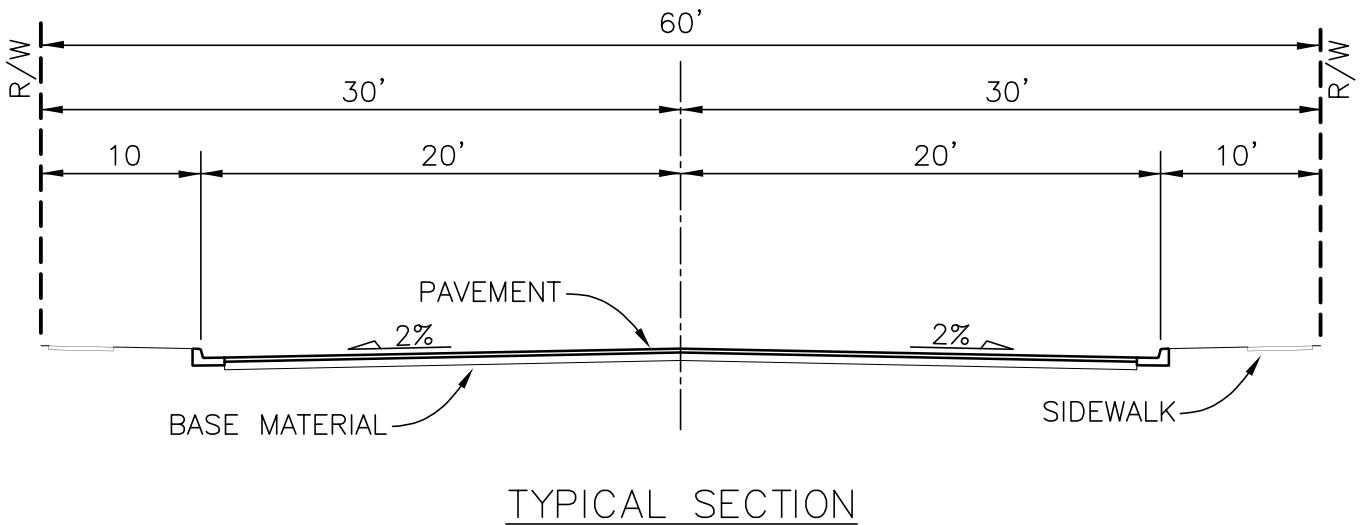
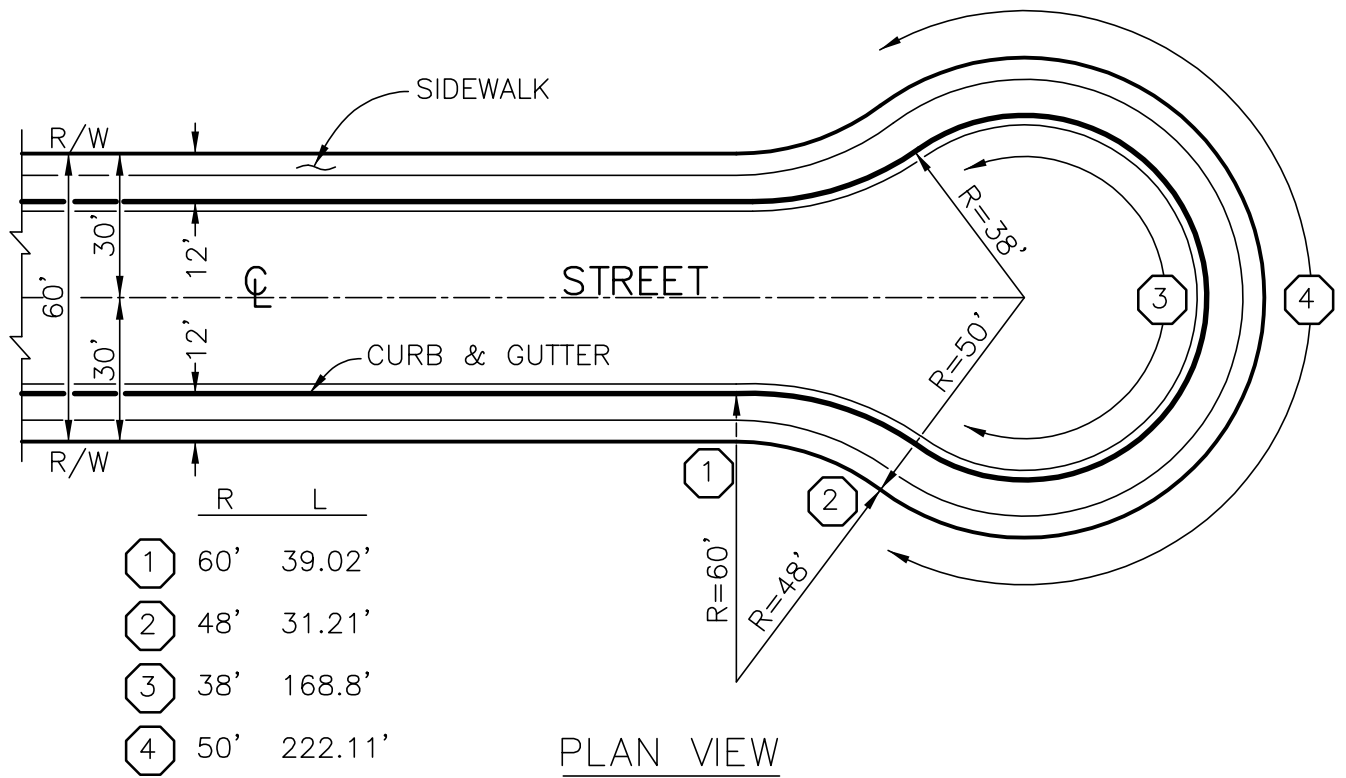
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PAVED ROAD
(RURAL AREAS)

A-102



NOTES:

1. STRUCTURAL SECTION OF ROADWAY SHALL BE DETERMINED FROM SOIL TESTS AND SO INDICATED ON CONSTRUCTION PLANS.
2. CONSTRUCTION OUTSIDE R/W LINE SHALL REQUIRE SLOPE EASEMENTS.
3. SECTION SHALL CONFORM TO STD. A-102.
4. 0.6% GRADE MINIMUM ON GUTTER OF BULB.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

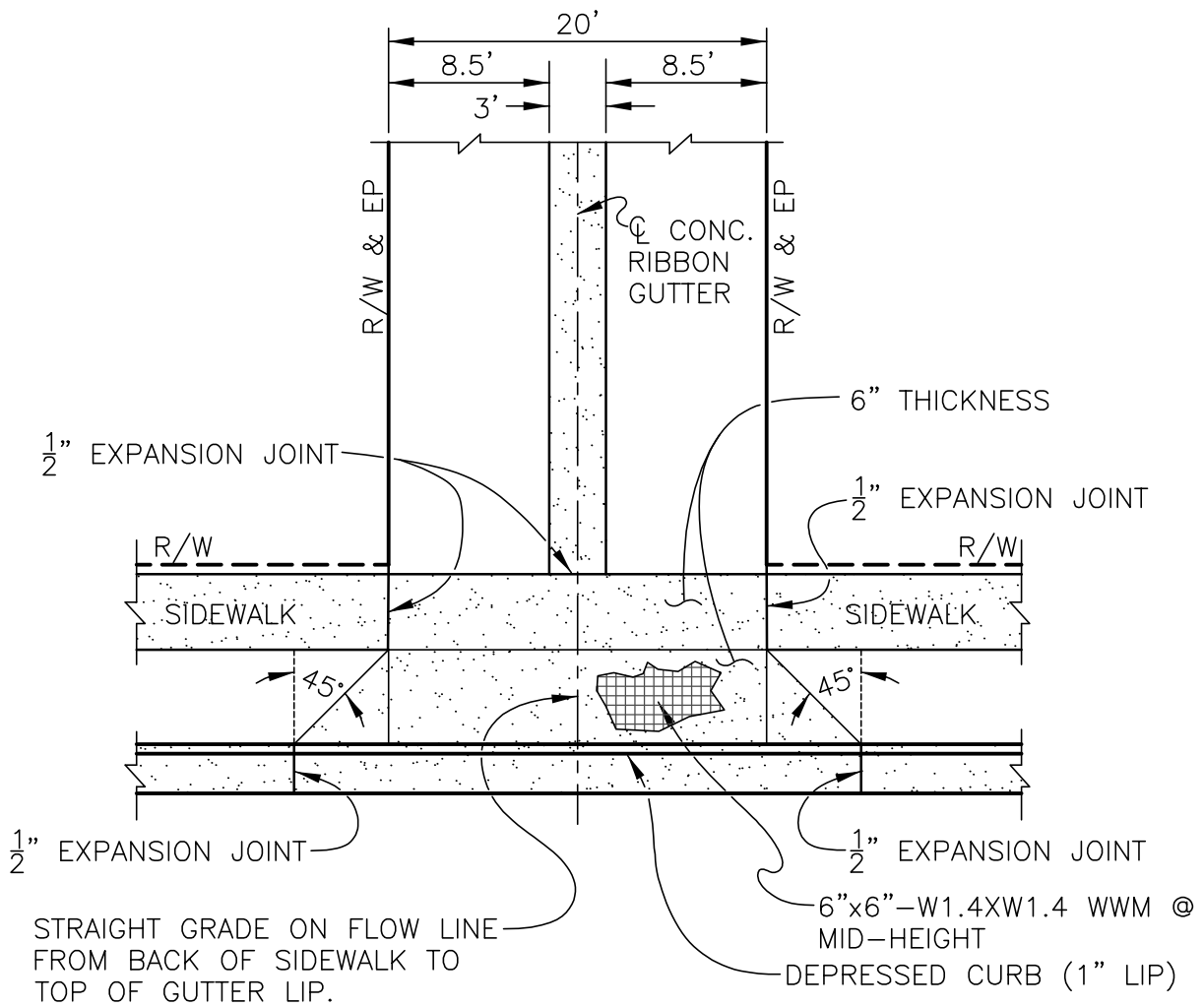
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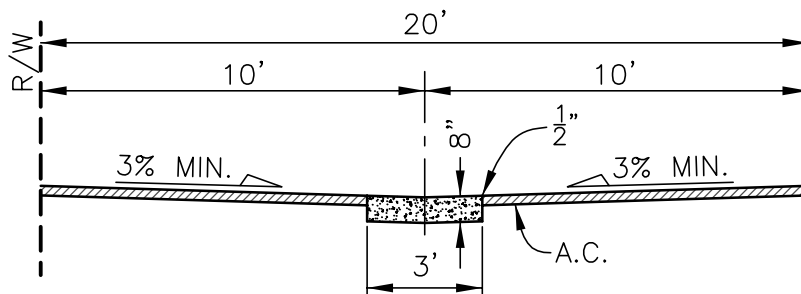
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CUL-DE-SAC

A-103



PLAN VIEW



TYPICAL SECTION

SCALE=NONE

NOTES:

1. CONCRETE RIBBON GUTTER SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
2. ASPHALT CONCRETE SHALL HAVE A MINIMUM FINISHED THICKNESS OF TWO (2) INCHES.

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DATE: SEPT 2015

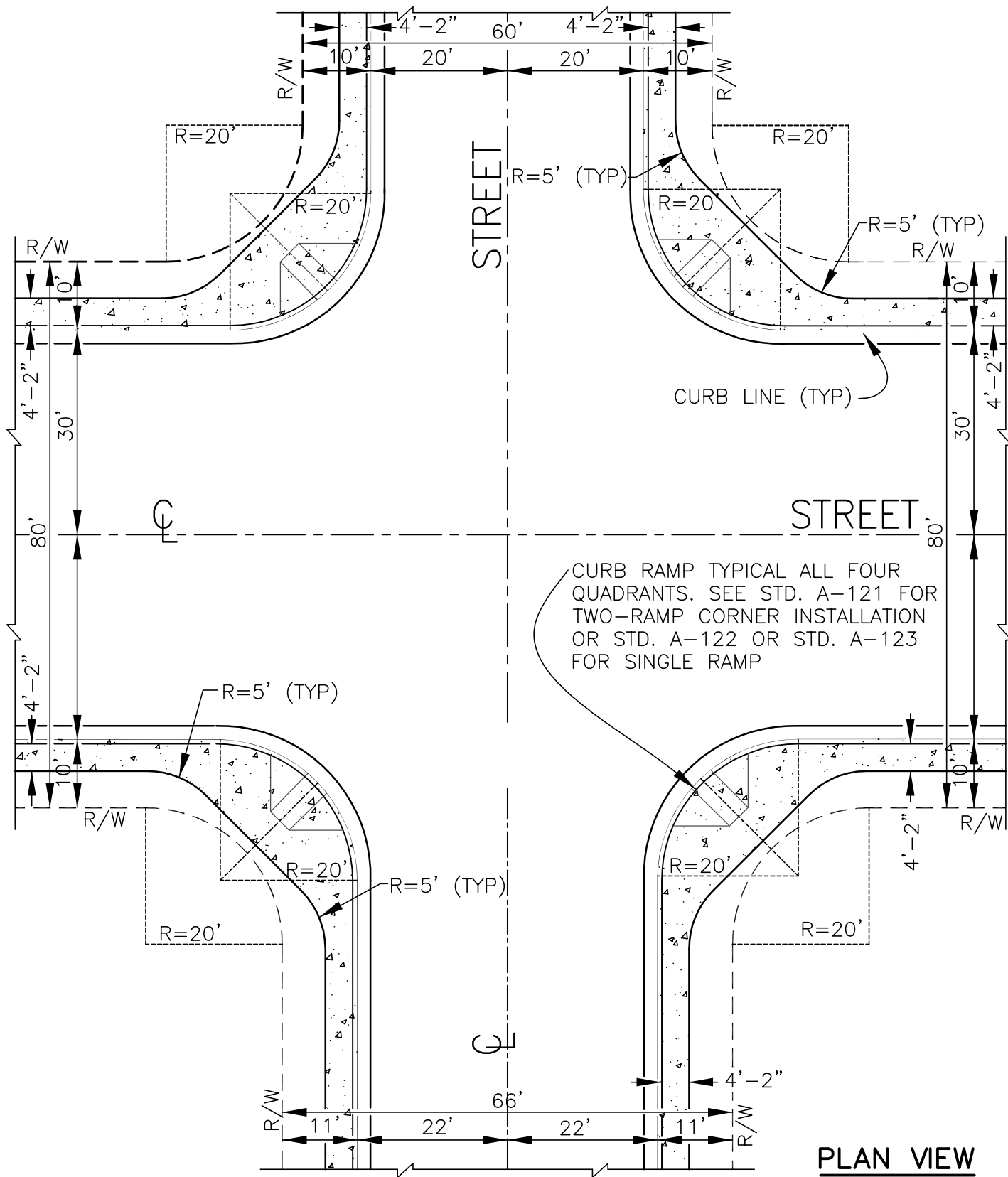
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ALLEY

A-104



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DATE: SEPT 2015

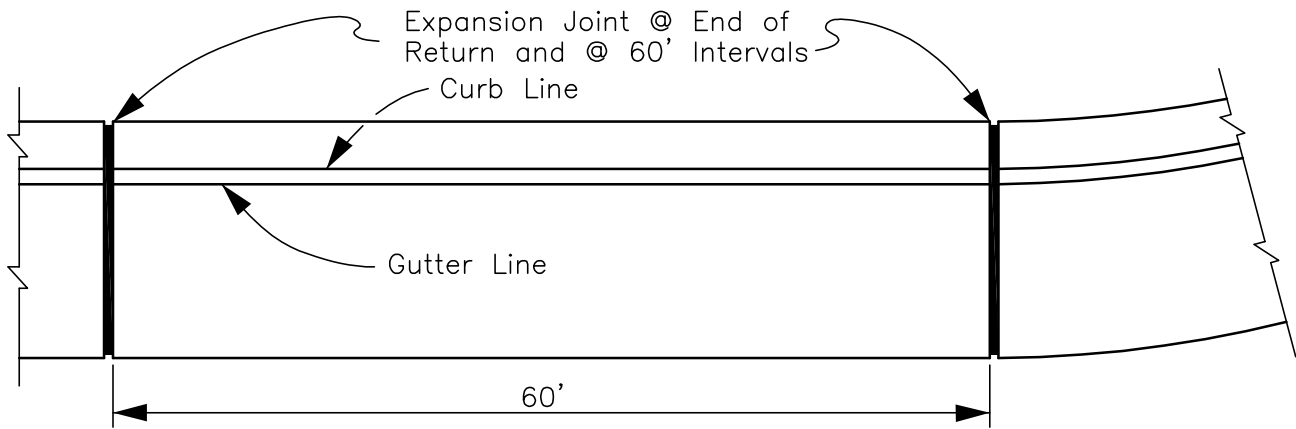
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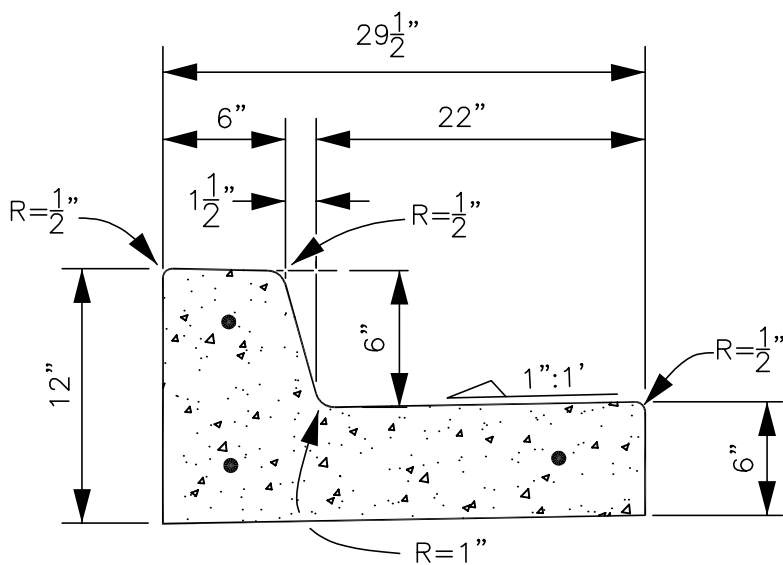
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**INTERSECTION DESIGN
 SIDEWALK ABUTTING CURB**

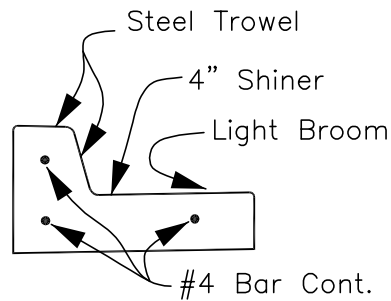
A-105



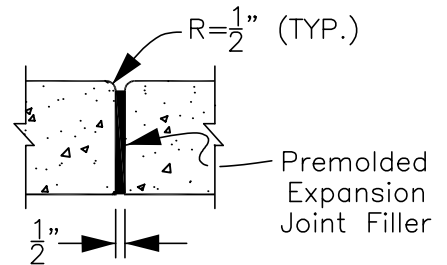
PLAN VIEW



SECTION



DETAILS



EXPANSION JOINT

NOTES:

1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF CLASS "B" CONCRETE.
2. CURB AND GUTTER REBAR MAY BE DELETED FOR 6 SACK CONCRETE OR FIBERGLASS REINFORCEMENT AND 5 SACK MIX.
3. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE, UNLESS OTHERWISE INDICATED.
4. TESTS GUARANTEEING 95% RELATIVE COMPACTION MAY BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR, UNDER ANY CURB OR GUTTER PLACED IN THE COUNTY OF INYO.
5. ANY CONCRETE POURED IN TEMPERATURES OVER 90°F WILL BE SPRAYED WITH WHITE OR CLEAR CURING COMPOUND. IN FRESH CONCRETE, ANY GRAFFITI OFFENSIVE TO THE PUBLIC MORAL WILL BE REMOVED, NOT REPAIRED, BY THE CONTRACTOR.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

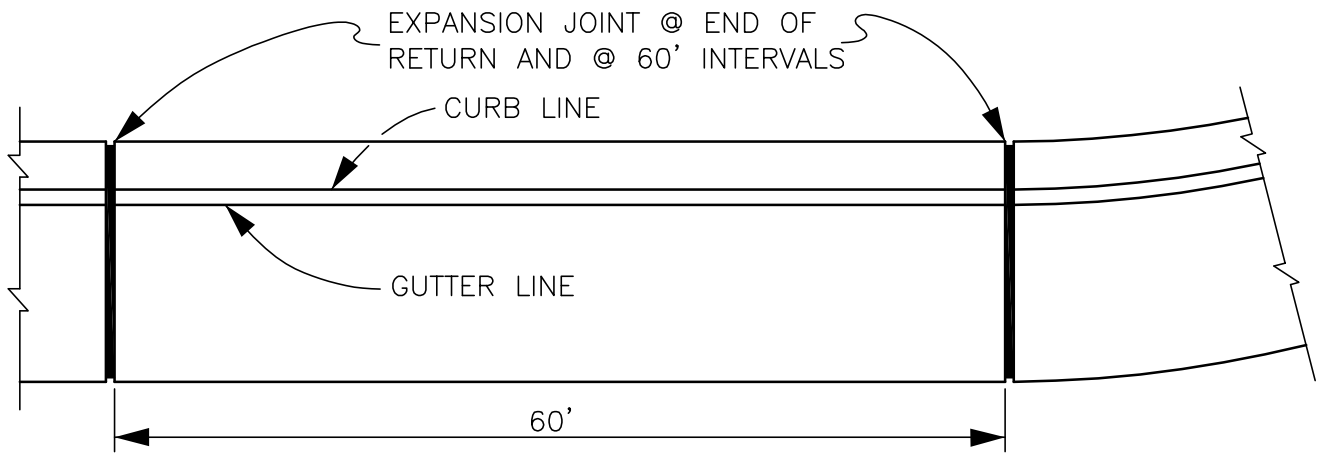
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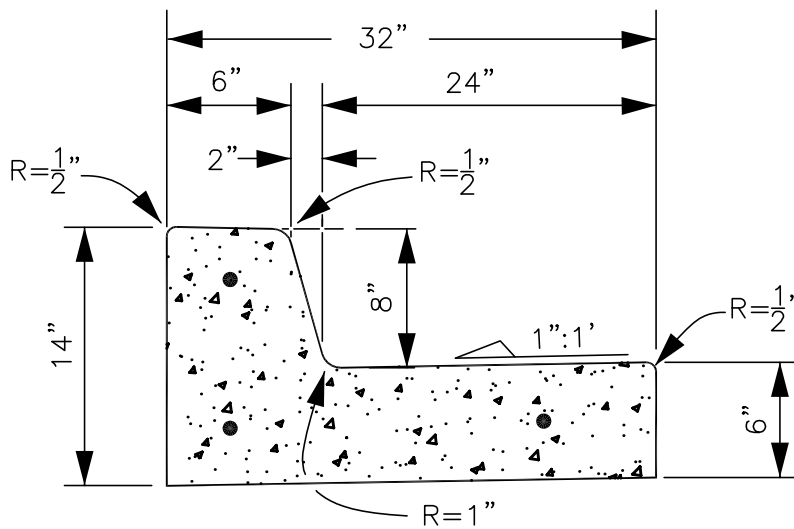
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6" CURB & GUTTER

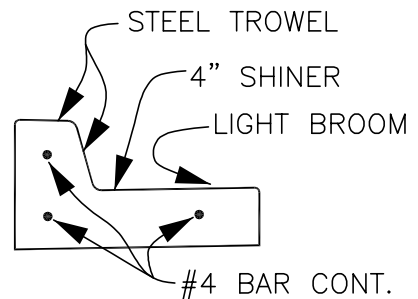
A-106



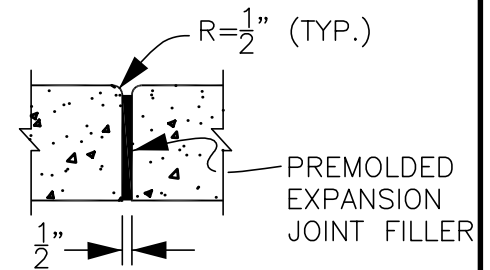
PLAN VIEW



SECTION



DETAILS



EXPANSION JOINT

NOTES:

1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF CLASS "B" CONCRETE.
2. CURB AND GUTTER REBAR MAY BE DELETED FOR 6 SACK CONCRETE OR FIBERGLASS REINFORCEMENT AND 5 SACK MIX.
3. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE, UNLESS OTHERWISE INDICATED.
4. TESTS GUARANTEEING 95% RELATIVE COMPACTION MAY BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR, UNDER ANY CURB OR GUTTER PLACED IN THE COUNTY OF INYO.
5. ANY CONCRETE POURED IN TEMPERATURES OVER 90° F. WILL BE SPRAYED WITH WHITE OR CLEAR CURING COMPOUND. IN FRESH CONCRETE, ANY GRAFFITI OFFENSIVE TO THE PUBLIC MORAL WILL BE REMOVED, NOT REPAIRED, BY THE CONTRACTOR.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

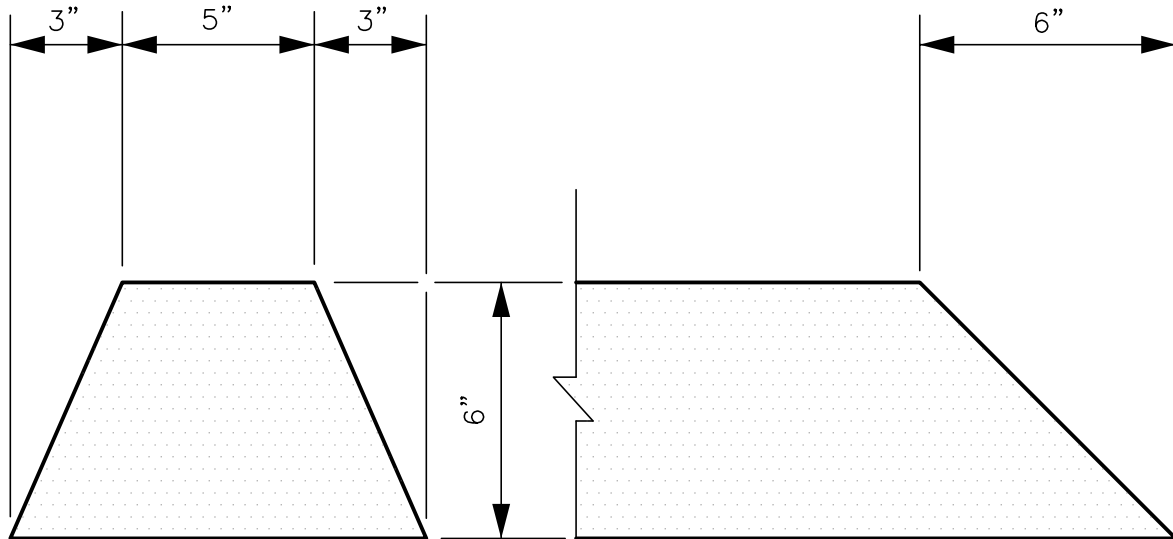
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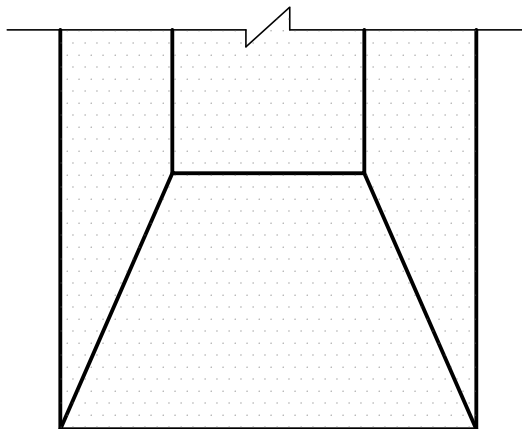
8" CURB & GUTTER

A-107



TYPICAL SECTION

END PROFILE



PLAN VIEW OF END

6" DIKE

NOTES:

1. DIKE SHALL BE CONSTRUCTED OF TYPE "B" ASPHALT CONCRETE.
2. PAINT BINDER SHALL BE PLACED ON EXISTING ASPHALT CONCRETE PAVEMENT PRIOR TO THE INSTALLATION OF THE DIKE.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

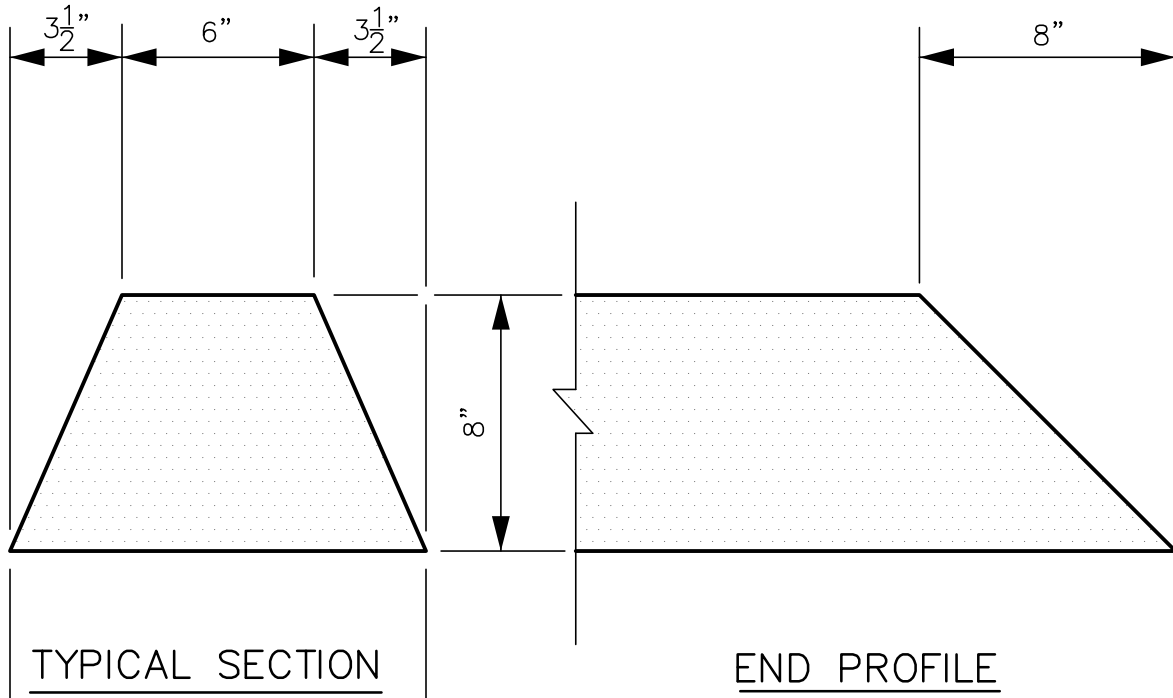
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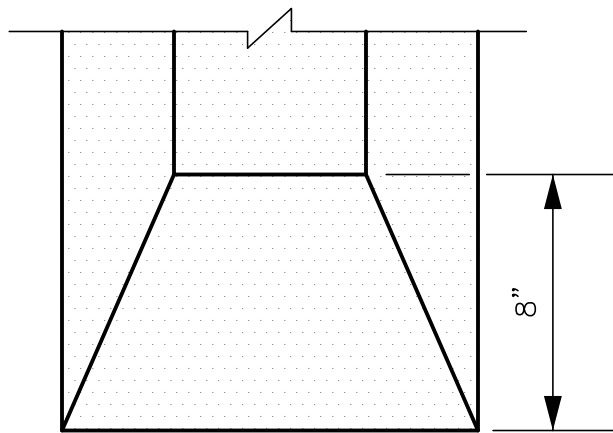
ASPHALT CONCRETE DIKE (6")

A-108



TYPICAL SECTION

END PROFILE



PLAN VIEW OF END

8" DIKE

NOTES:

1. DIKE SHALL BE CONSTRUCTED OF TYPE "B" ASPHALT CONCRETE.
2. PAINT BINDER SHALL BE PLACED ON EXISTING ASPHALT CONCRETE PAVEMENT PRIOR TO THE INSTALLATION OF THE DIKE.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

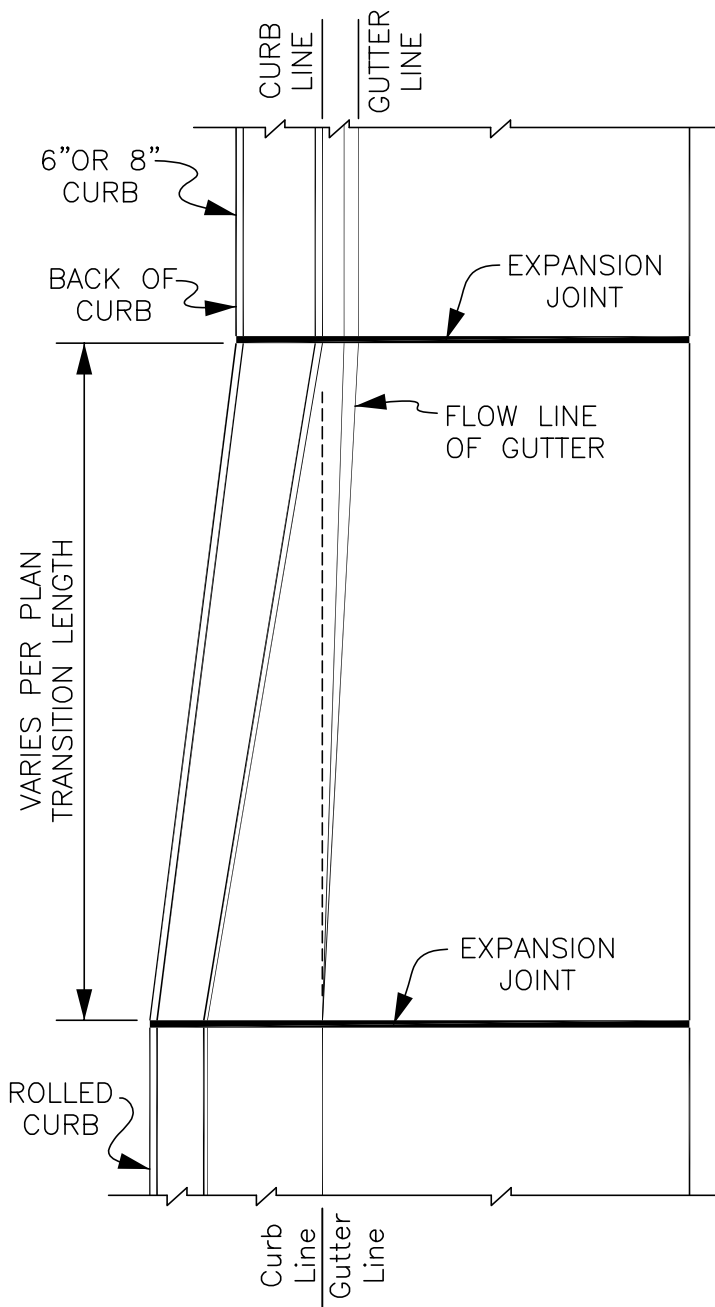
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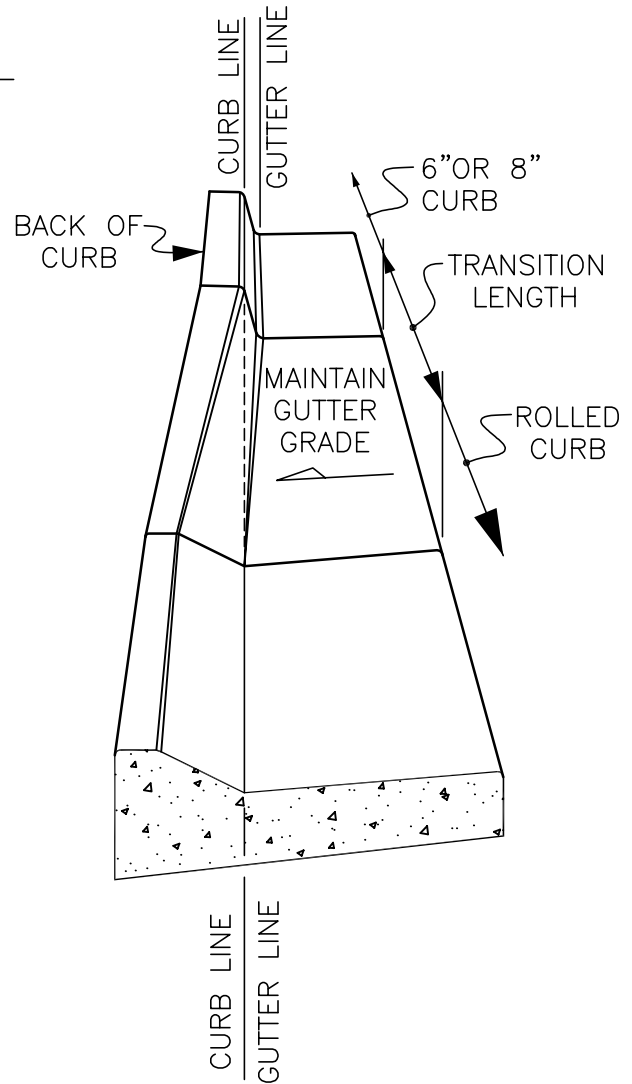
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ASPHALT CONCRETE DIKE (8")

A-109



PLAN VIEW



PERSPECTIVE VIEW

NOTES:

1. HOLD CURB LINE THROUGH TRANSITION.
2. FOR CONSTRUCTION DETAILS, SEE STD. A-106 AND STD. A-107.
3. TRANSITION LENGTH IS SPECIFIED ON THE PLAN REFERENCING THIS DETAIL.

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DATE: SEPT 2015

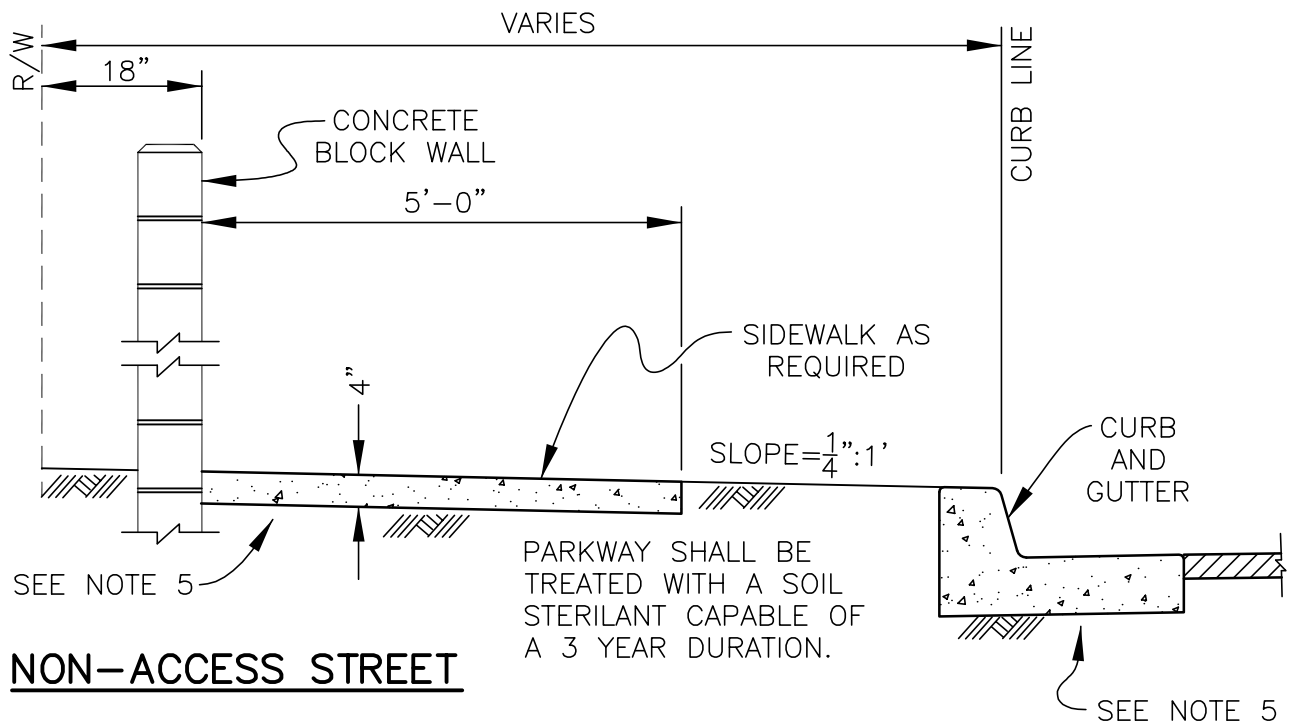
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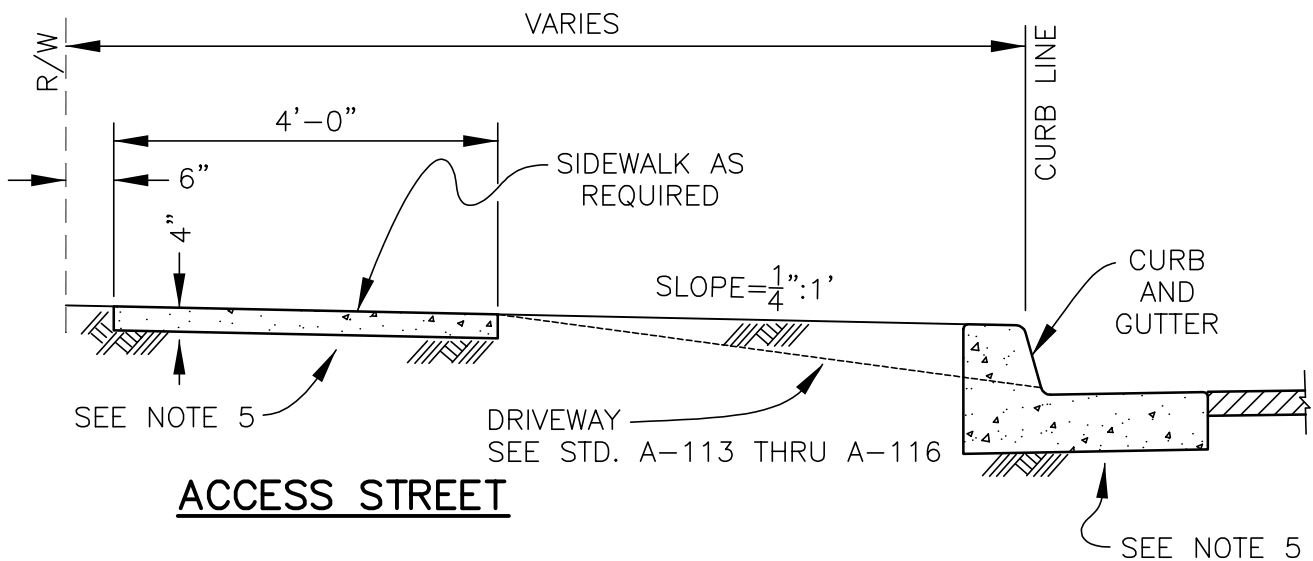
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CURB & GUTTER TRANSITION DETAIL

A-110



NON-ACCESS STREET



ACCESS STREET

NOTES:

1. SIDEWALK SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
2. SIDEWALK SHALL BE CONSTRUCTED FROM R/W LINE TO CURB IN COMMERCIAL ZONES AND ADJACENT TO SCHOOL PROPERTY.
3. CONCRETE BLOCK WALL SHALL CONTINUE AT FULL HEIGHT AROUND RETURNS AT STREET INTERSECTIONS.
4. SEE STD. A-105 FOR SIDEWALK PLAN VIEWS.
5. SHOULD "R" VALUE OF PARKWAY BE LESS THAN 30, 4" OF THE BASE MATERIAL USED IN THE DESIGN OF ROADWAY SHALL BE INSTALLED UNDER SIDEWALK AND CURB AND GUTTER.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

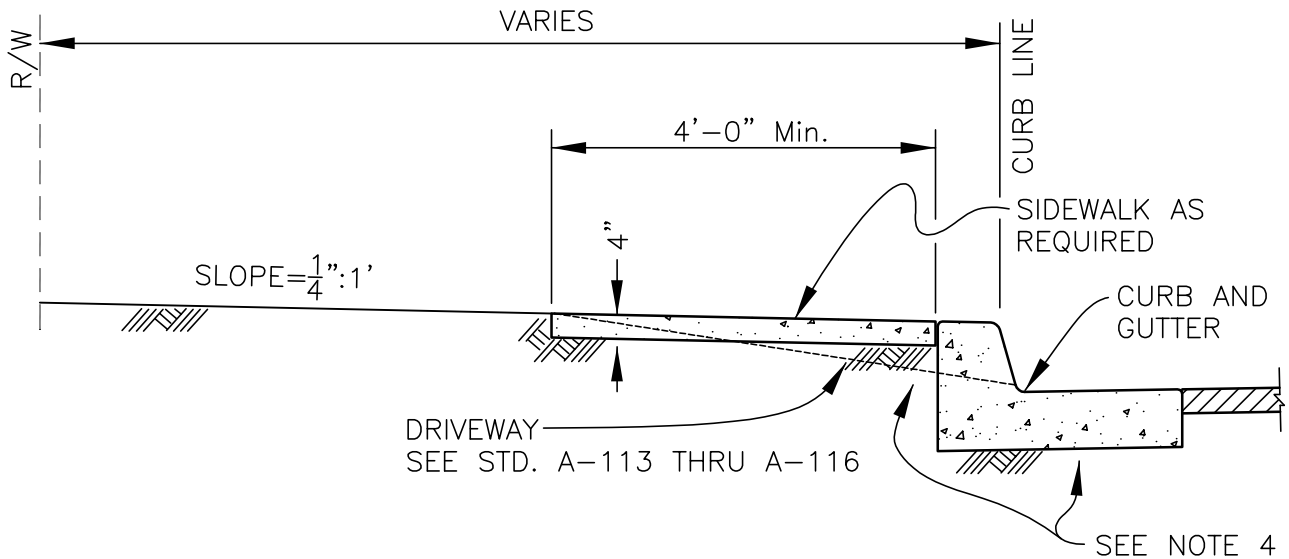
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SIDEWALK SEPARATED FROM CURB

A-111



NOTES:

1. SIDEWALK SHALL BE CONSTRUCTED OF CLASS "B" (5 1/2 SACK) CONCRETE.
2. SIDEWALK SHALL BE CONSTRUCTED FROM R/W LINE TO CURB IN COMMERCIAL ZONES AND WHEN ADJACENT TO SCHOOL PROPERTY.
3. SEE STD. A-105 FOR SIDEWALK PLAN VIEW.
4. SHOULD "R" VALUE OF PARKWAY BE LESS THAN 30, 4" OF THE BASE MATERIAL USED IN THE DESIGN OF ROADWAY SHALL BE INSTALLED UNDER SIDEWALK AND CURB AND GUTTER.
5. ALL EXPOSED SIDEWALK SURFACES SHALL HAVE A LIGHT BROOM FINISH, WITH THE DIRECTION OF BROOMING TRANSVERSE TO THE DIRECTION OF TRAVEL.
6. DEEP TOOL JOINT OR SAW CUT AT 10 FOOT INTERVALS, EXPANSION JOINTS SHALL BE INSTALLED AT 60 FOOT INTERVALS.

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DATE: SEPT 2015

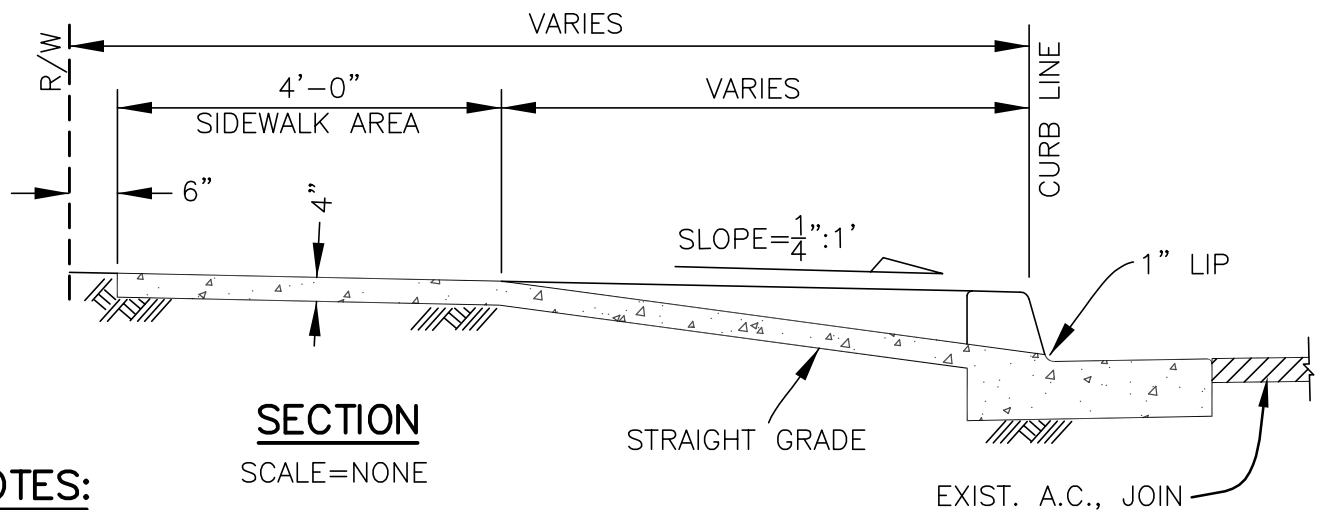
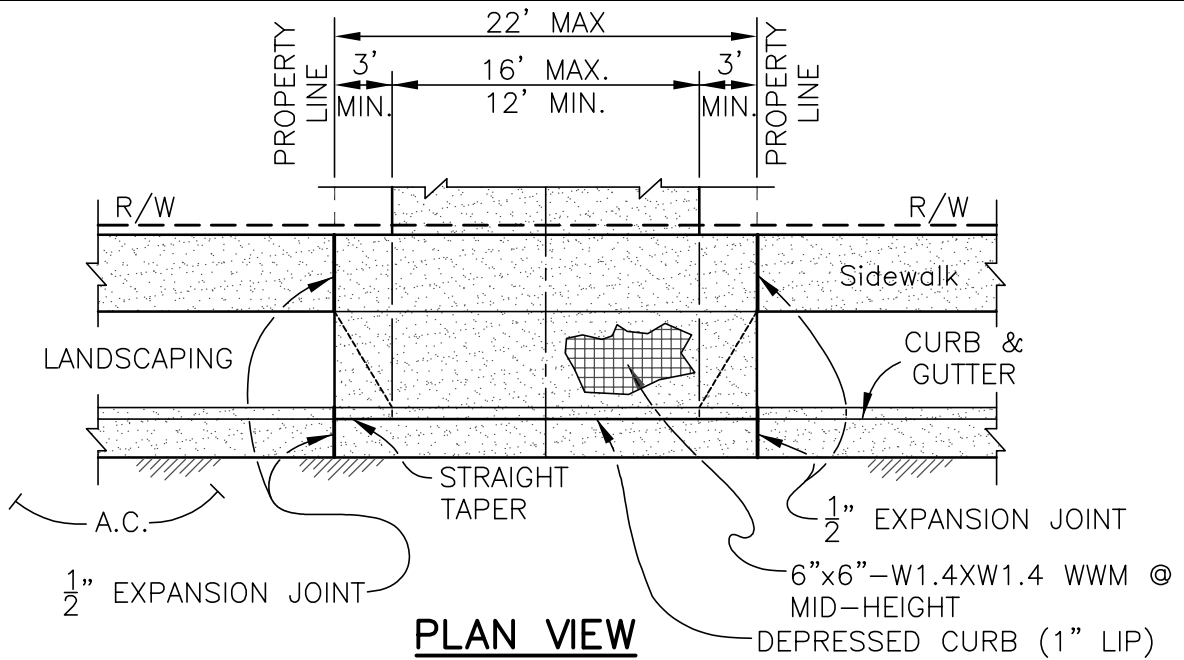
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SIDEWALK ABUTTING CURB

A-112



NOTES:

SECTION
SCALE=NONE

1. DRIVEWAY APPROACH GRADES SHALL NOT EXCEED 12%.
2. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE (3000 PSI).
3. THE AREA INCLUDED WITHIN THE SLOPES SHALL BE FINISHED WITH A WOOD FLOAT. CURB SHALL BE CUT AT RIGHT ANGLE TO THE TOP OF THE CURB AT THE FIRST SCORING LINE BEYOND THE 3' DISTANCE. CURB MAY BE SAWED OFF AT THE 3'; LINE AND A COLD JOINT MADE IF DESIRED.
4. JOINT DRIVEWAY APPROACHES PERMITTED IN CUL-DE-SAC AREAS AND BETWEEN EXISTING DRIVES WHERE NECESSARY.
5. A BREAK IN THE APPROACH GRADE AT THE LEADING EDGE OF THE SIDEWALK LINE MAY BE PERMITTED WHERE THE LOT ELEVATION IS OVER 1.0' BELOW THE FLOWLINE OF THE CURB.
6. SHOULD "R" VALUE OF PARKWAY BE LESS THAN 30, 4" OF THE BASE MATERIAL USED IN ROADWAY DESIGN SHALL BE INSTALLED UNDER DRIVEWAY.

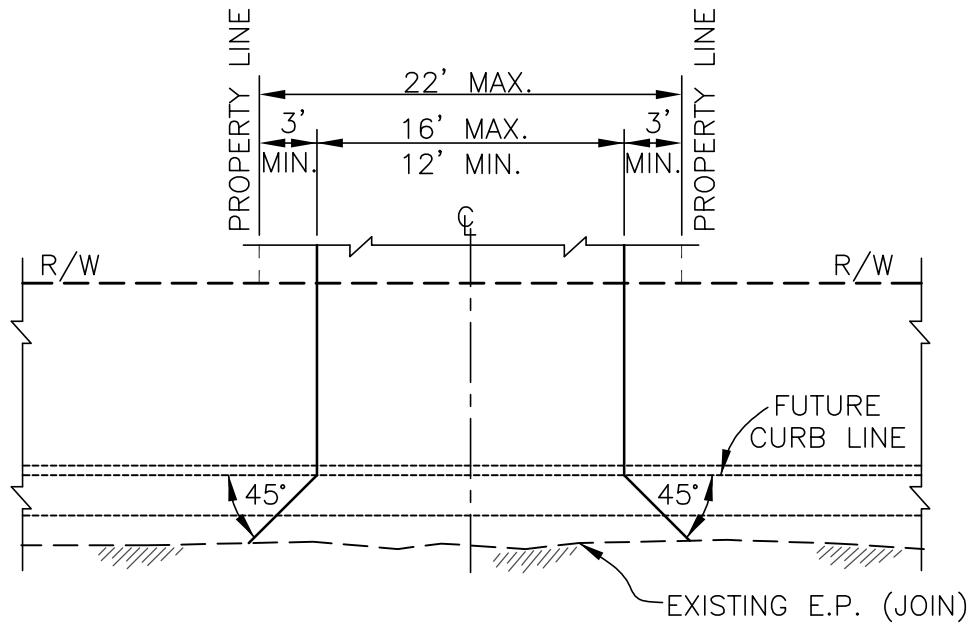
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DATE: SEPT 2015
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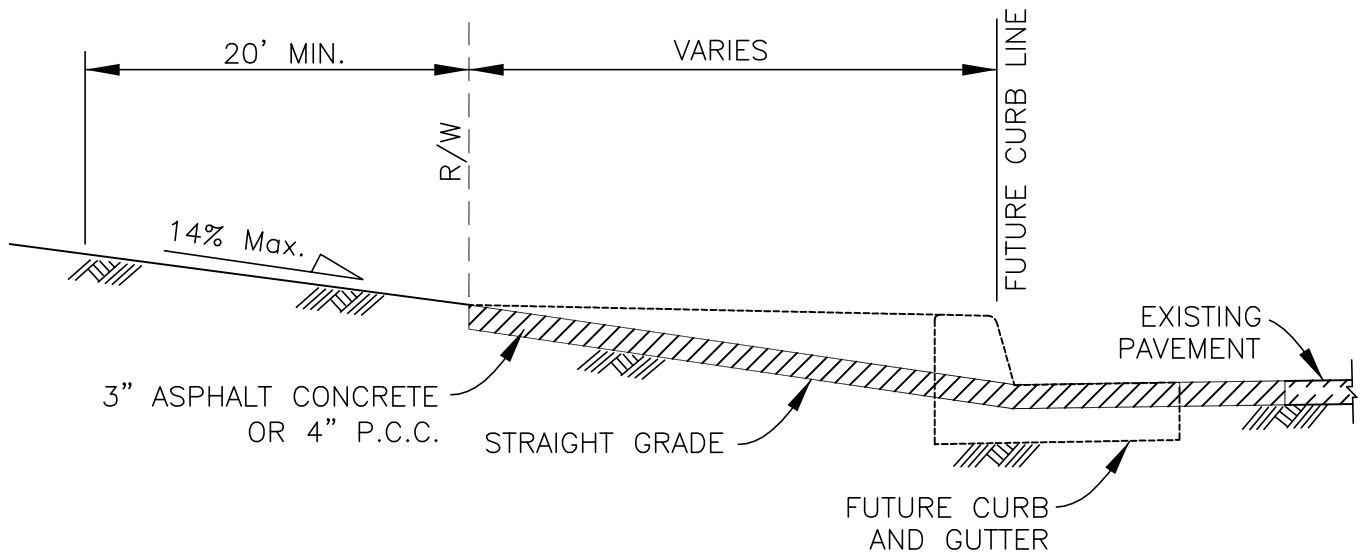
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RESIDENTIAL DRIVEWAY WITH CURB

A-113



PLAN VIEW



SECTION

SCALE=NONE

NOTES:

1. DRIVEWAY APPROACH GRADES SHALL NOT EXCEED 14%.
2. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF AC OR CLASS "B" P.C.C.
3. TESTS GUARANTEEING 90% RELATIVE COMPACTION MAY BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR, UNDER ANY APPROACH PLACED IN THE COUNTY OF INYO.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

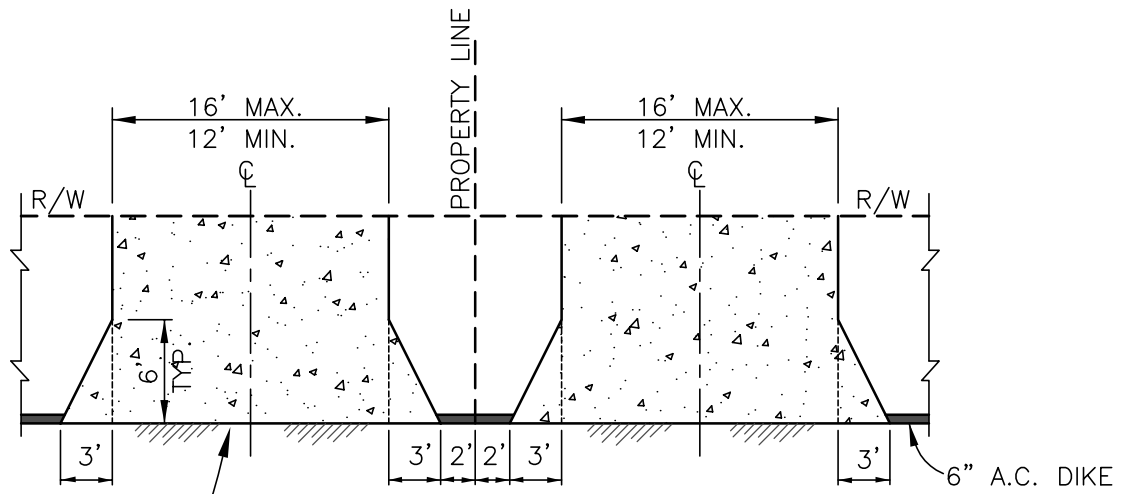
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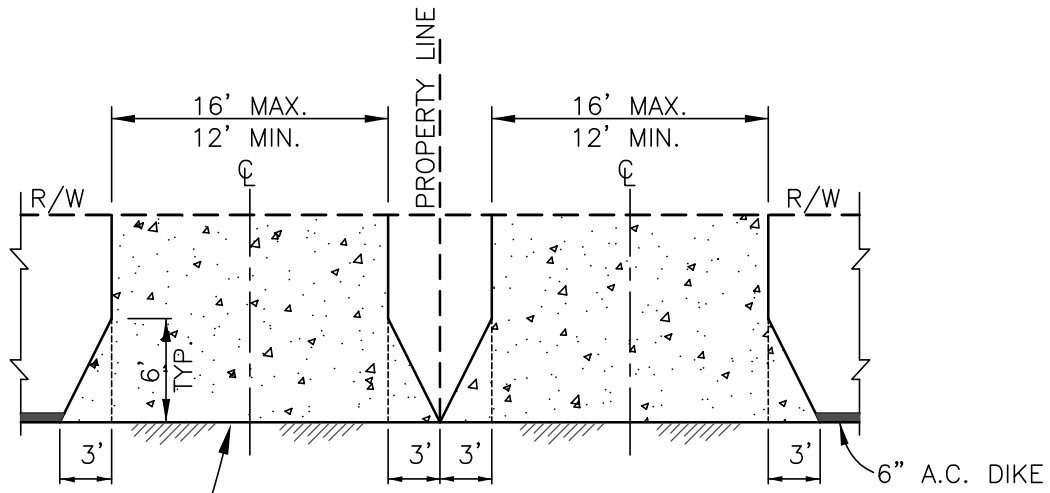
RESIDENTIAL DRIVEWAY
TEMPORARY SINGLE

A-114



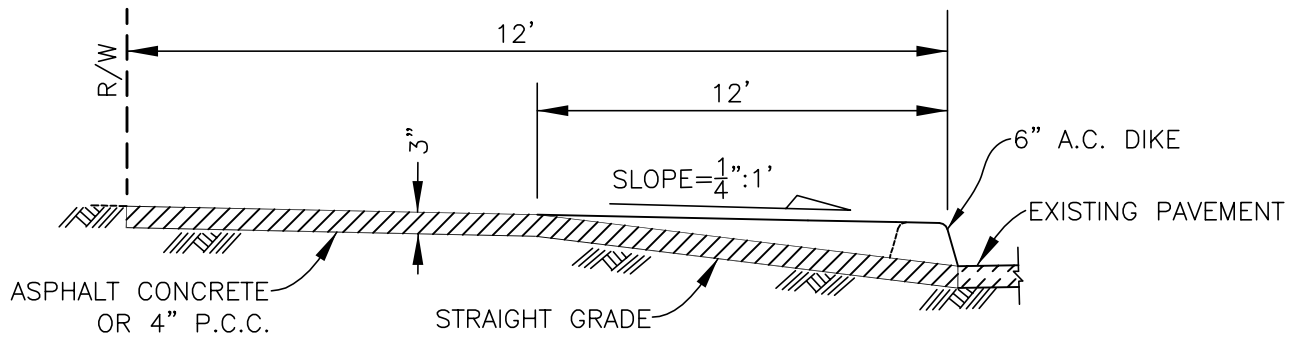
EXISTING E.P. (JOIN)

ADJOINING SINGLE DRIVEWAYS



EXISTING E.P. (JOIN)

DOUBLE DRIVEWAY



SECTION

SCALE=NONE

NOTES:

1. DRIVEWAY APPROACH GRADES SHALL NOT EXCEED 14%.
2. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF A.C. OR CLASS "B" P.C.C.
3. DRIVEWAY TO BE USED IN CONJUNCTION WITH 8" DIKE.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

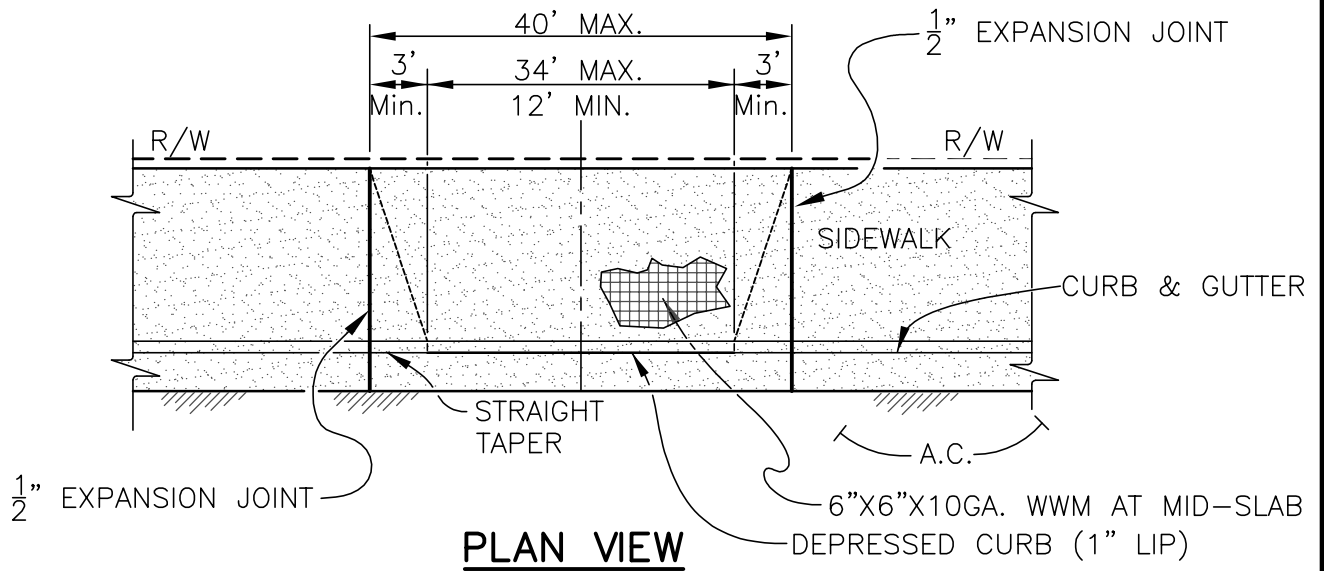
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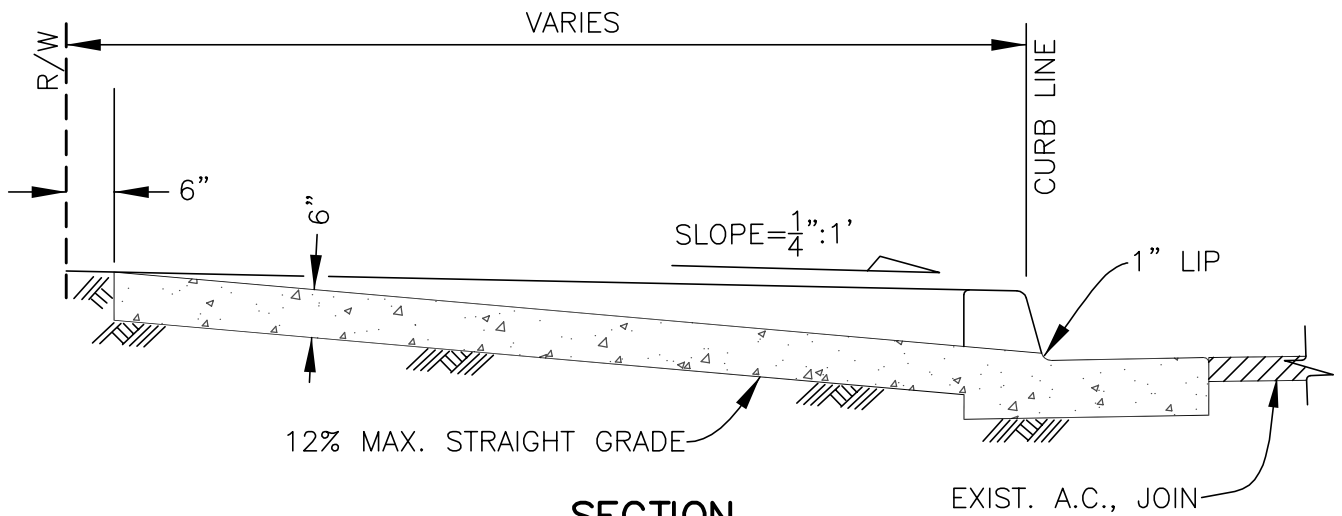
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RESIDENTIAL DRIVEWAY
TEMPORARY MULTIPLE

A-115



PLAN VIEW



SECTION

SCALE=NONE

NOTES:

1. SHOULD "R" VALUE OF PARKWAY BE LESS THAN 30, 4" OF THE BASE MATERIAL USED IN ROADWAY DESIGN SHALL BE INSTALLED UNDER DRIVEWAY.
2. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
3. THE NUMBER OF APPROACHES IS LIMITED TO 2 PER STREET FRONTAGE UNLESS OTHERWISE AUTHORIZED BY THE INYO COUNTY ROAD DEPARTMENT.
4. ALL PAVEMENT OTHER THAN DRIVEWAY INSTALLED BETWEEN RIGHT OF WAY AND CURB SHALL BE CLASS "B" P.C.C., 4" THICK.
5. THE DISTANCE BETWEEN DRIVEWAY APPROACHES SHALL BE 10' MINIMUM.
6. THE DISTANCE BETWEEN A CURB RETURN POINT AND APPROACH SHALL BE 5' MINIMUM.
7. APPLY BROOM FINISH ON ALL APPROACH SURFACES.

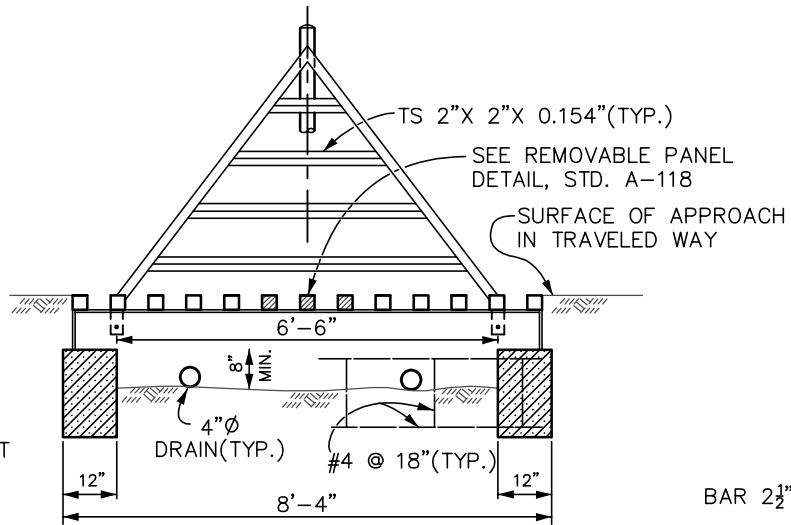
INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015
 DRAWN BY: TD
 APPROVED BY: JA

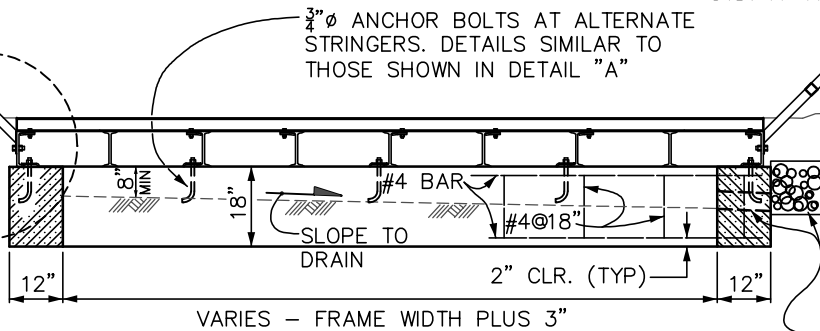
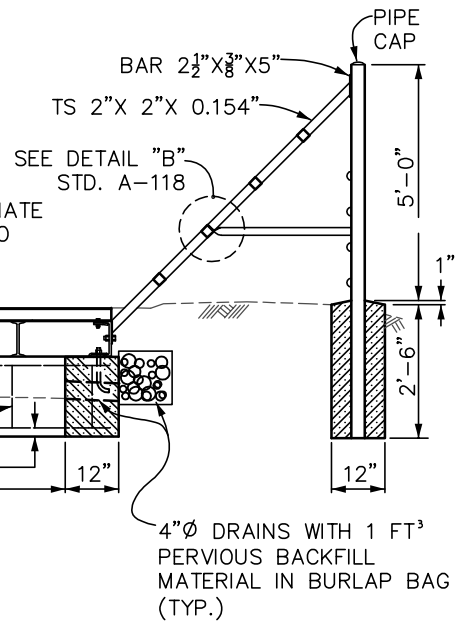
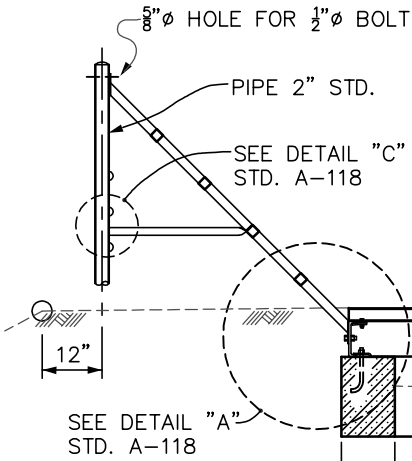
Clint Quilter
 CLINT QUILTER - Director

COMMERCIAL DRIVEWAY

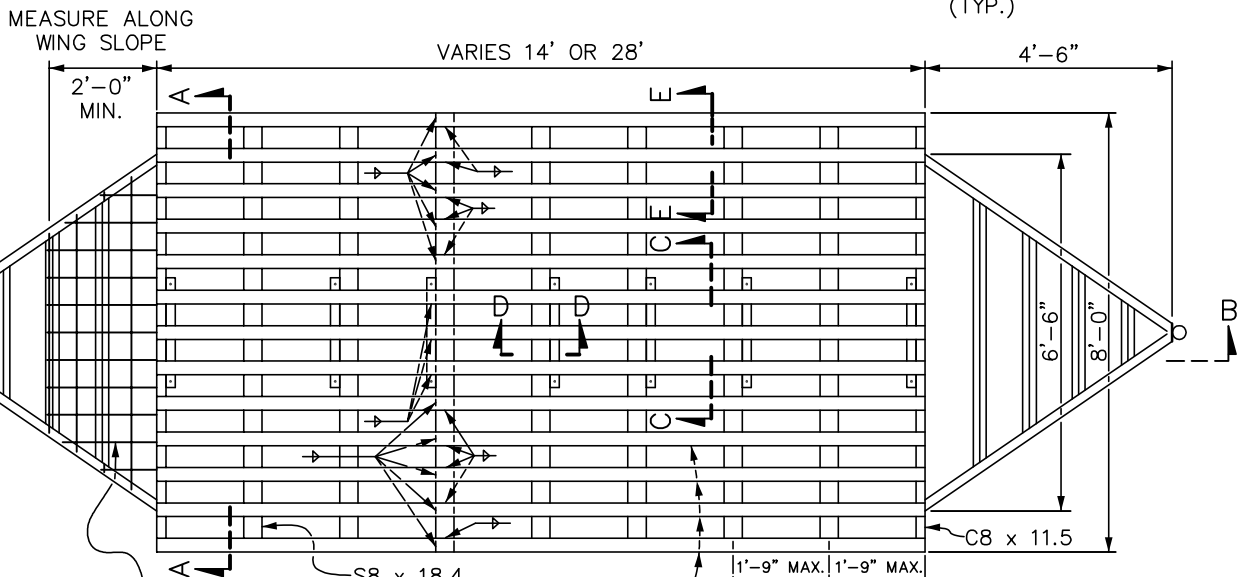
A-116



SECTION A-A



SECTION B-B



PLAN VIEW
SHOWN FOR 8'x14'

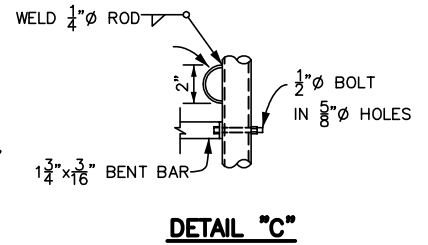
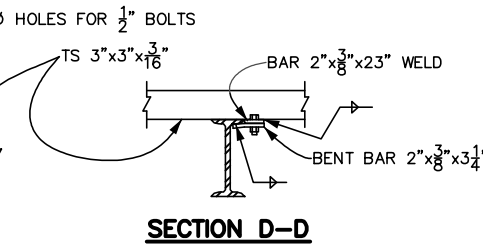
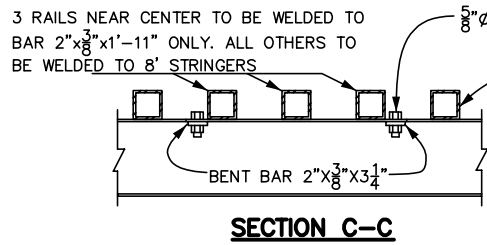
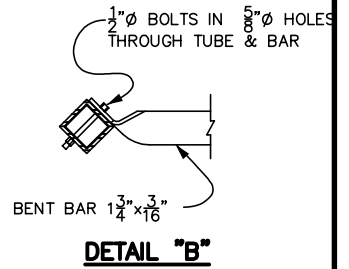
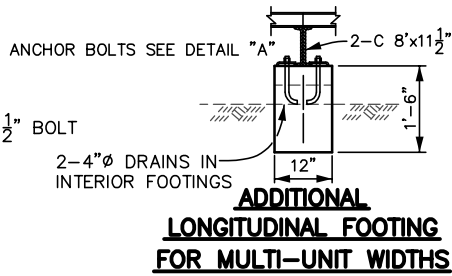
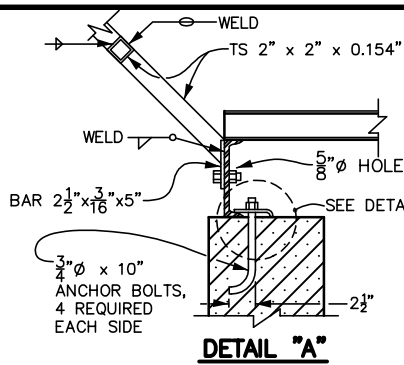
INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015
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APPROVED BY: JA

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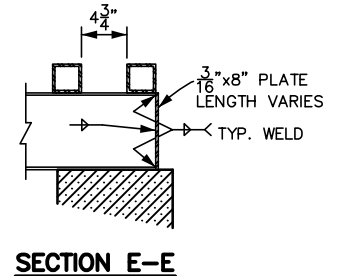
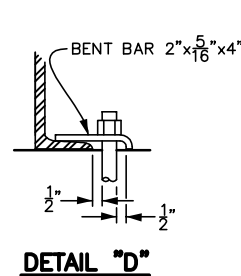
CATTLE GUARD

A-117



REMOVABLE PANEL DETAIL

FRAME SIZE		LONGITUDINAL STRINGERS		
LENGTH	WIDTH	NO.	SIZE	SPACING
8'-0"	8'-0"	4	S 8x18.4	19.25"
8'-0"	10'-0"	5	S 8x18.4	20"
8'-0"	12'-0"	6	S 8x18.4	20.5"
8'-0"	14'-0"	7	S 8x18.4	21"



GENERAL NOTES

- DESIGN: AASHTO DATED 1973 WITH REVISIONS AND AS SUPPLEMENTED BY BRIDGE PLANNING AND DESIGN MANUAL.
- LIVE LOADING: H20
- REINFORCED CONCRETE: $F_s = 20,000$ P.S.I. $N = 10$, $F_c = 2,000$ P.S.I.
- STRUCTURAL STEEL: $F_s = 20,000$ P.S.I.
- FOOTING PRESSURE: DESIGN, 1.5 TONS P.S.F.
- ALTERNATIVE DESIGN MAY BE SUBSTITUTED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER. ALL CONCRETE TO BE CLASS B.
- FOR FINISH SEE SPECIAL PROVISIONS.
- WARP CROWNED APPROACHES TO MEET PLANE OF SINGLE FRAME WIDTH.
- DOUBLE FRAME WIDTHS SHALL BE SET TO THE CROSS SLOPES OF THE APPROACH TRAVELED WAY.
- GRADES TO BE ESTABLISHED BY THE ENGINEER.
- ALL BOLTS SHALL HAVE ONE NUT AND ONE LOCKNUT.

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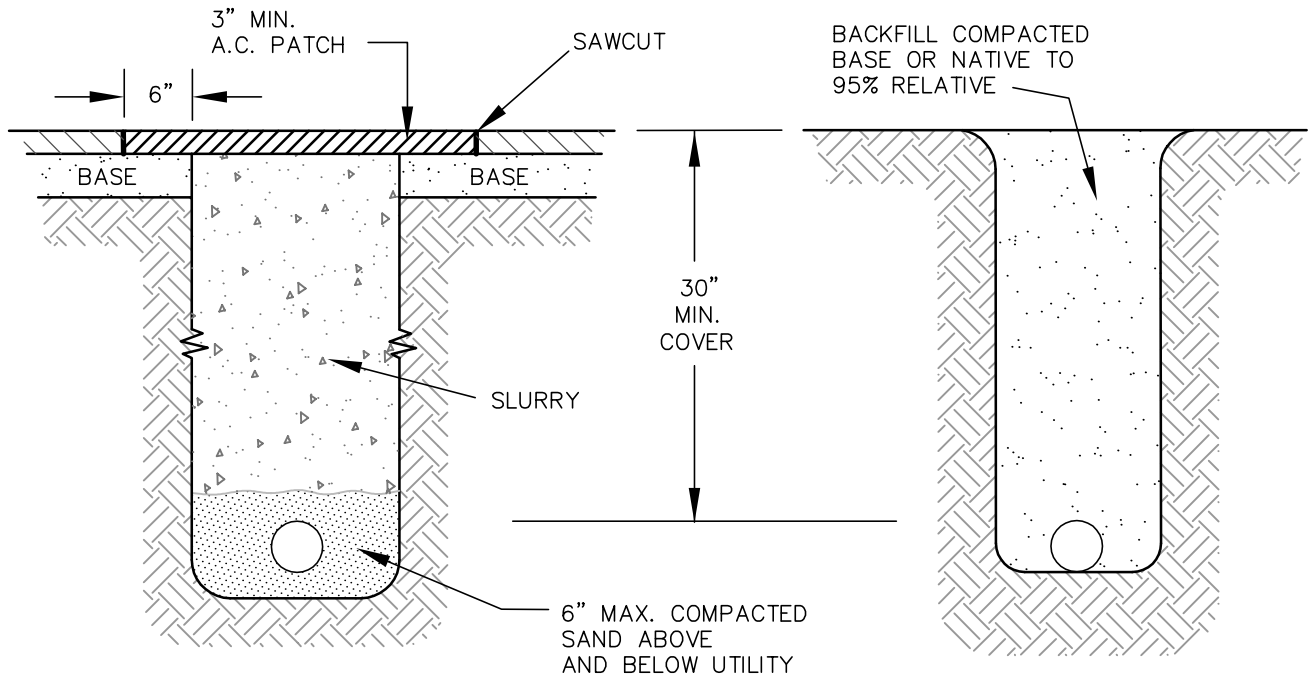
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CATTLE GUARD
 DETAILS & NOTES

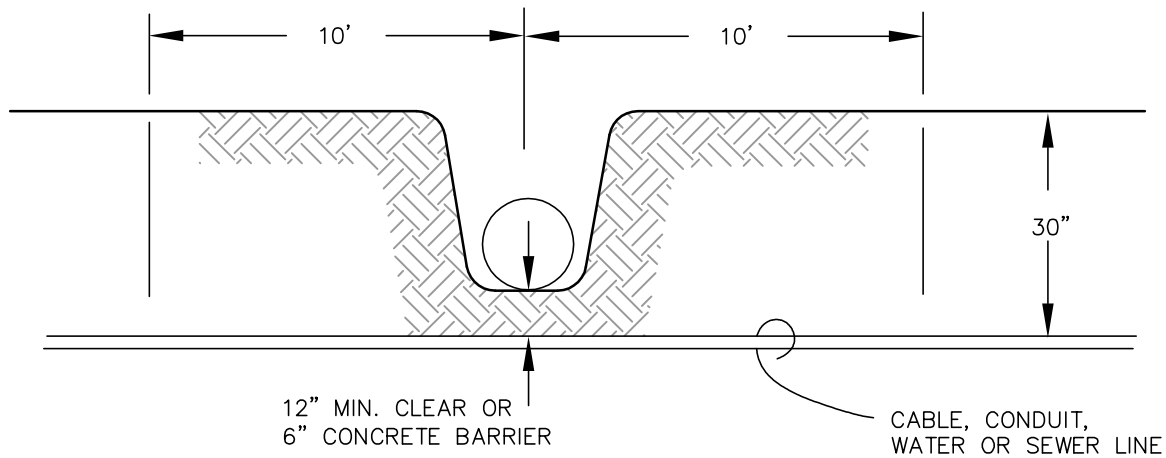
A-118

UNDER PAVED ROADS

IN SHOULDERS



UNDER A DITCH OR CULVERT



NOTES:

1. SLURRY MAY BE $1\frac{1}{2}$ SACK SLURRY BACKFILL OR LIGHTWEIGHT SLURRY BACKFILL. LIGHTWEIGHT SLURRY BACKFILL MIX DESIGN: 2600 LBS. $\frac{3}{8}$ " OR $\frac{1}{2}$ " CHIPS, 800 LBS WASHED SAND, 94 LBS CEMENT, 11 GAL. WATER.
2. TRENCHES IN PAVED AREAS SHALL BE BACKFILLED WITH SLURRY BACKFILL.
3. BACKFILL IN SHOULDER AREAS WILL BE COMPACTED TO 90% RELATIVE COMPACTION, AND THE TOP 0.5' WILL BE COMPACTED TO 95%. THE TOP 2.5' OF ANY AREA WITHIN 3' OF THE EDGE OF PAVEMENT WILL BE COMPACTED TO 95% RELATIVE.
4. COMPACTION TESTING SHALL BE REQUIRED, AT THE EXPENSE OF THE CONTRACTOR.

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DATE: SEPT 2015

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STANDARD UTILITY BURIAL

A 119

**INTENTIONALLY
LEFT
BLANK**

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

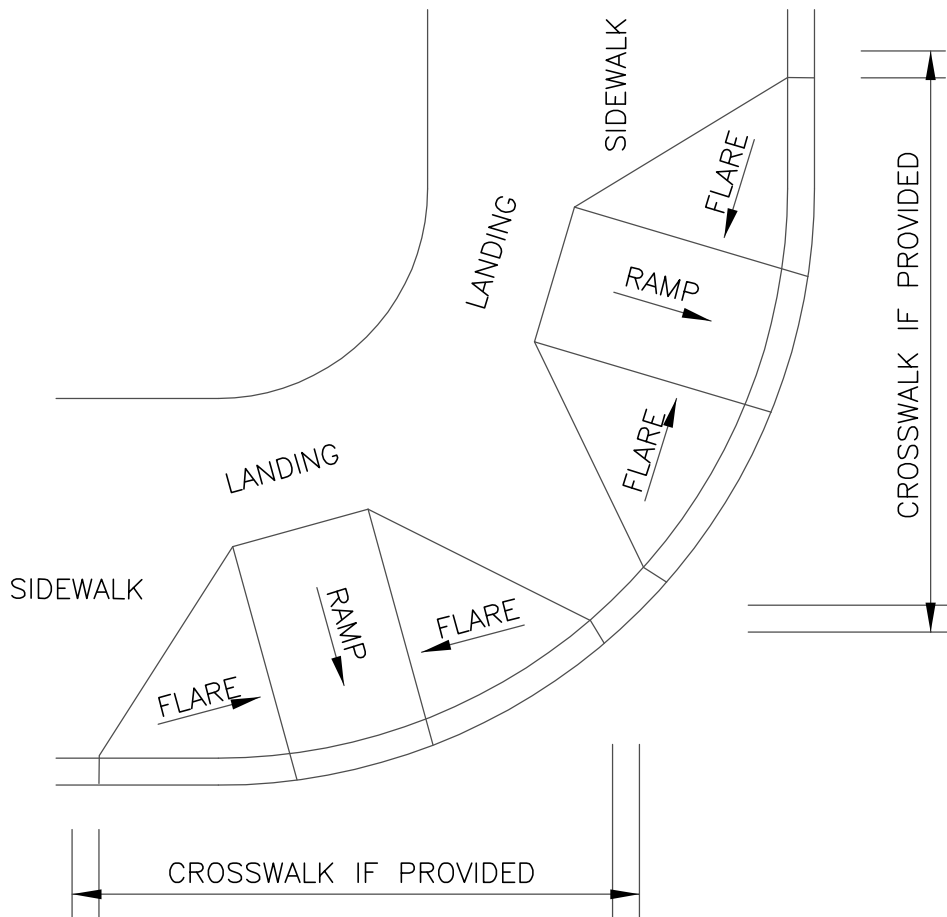
DRAWN BY: TD

APPROVED BY: JA

CLINT QUILTER – Director

[RESERVED]

A-120



PLAN VIEW
NO SCALE

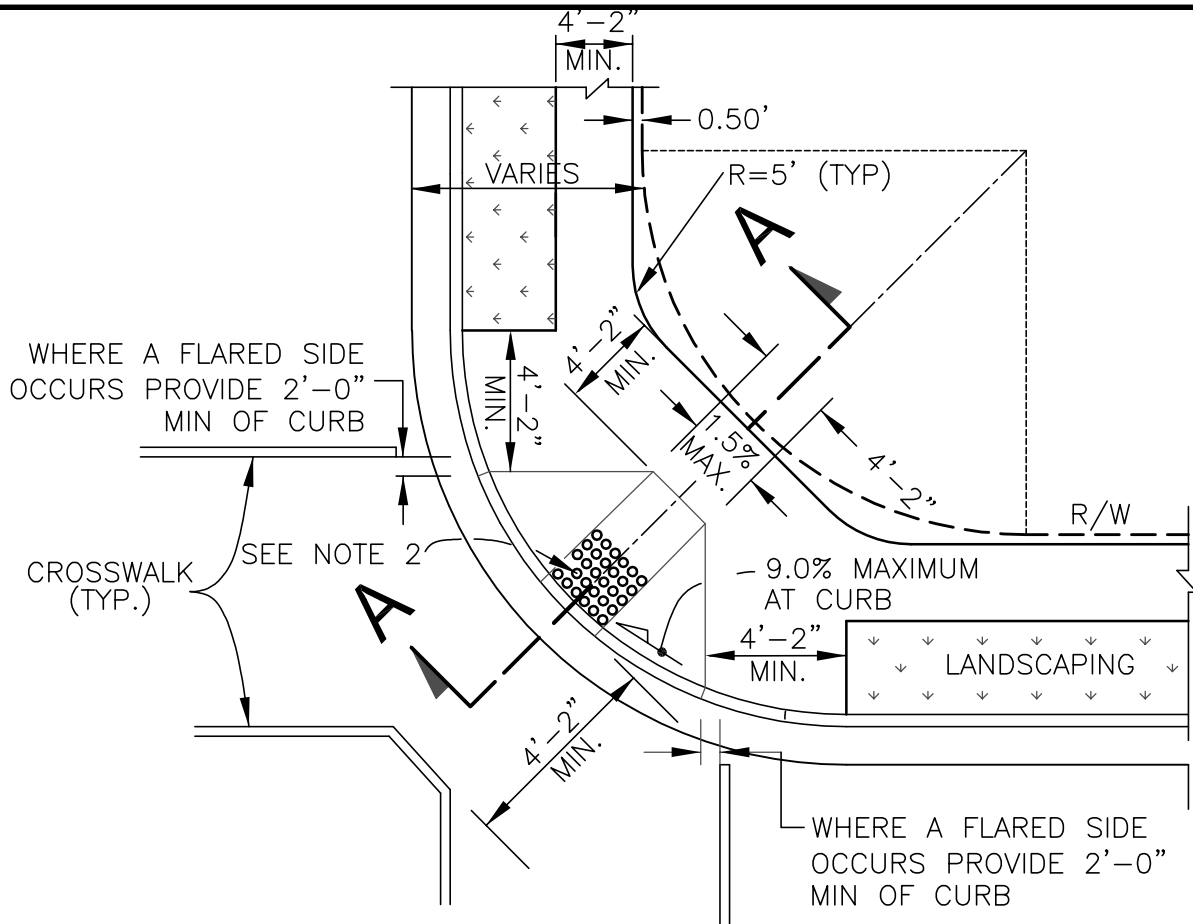
NOTE:

AS SITE CONDITIONS DICTATE, CASE A THROUGH CASE G (A-124 TO A-130) CURB RAMPS MAY BE USED. THE CASE OF CURB RAMPS USED DO NOT HAVE TO BE THE SAME.

INYO COUNTY PUBLIC WORKS DEPT.	
DATE: SEPT 2015	 CLINT QUILTER - Director
DRAWN BY: TD	
APPROVED BY: JA	

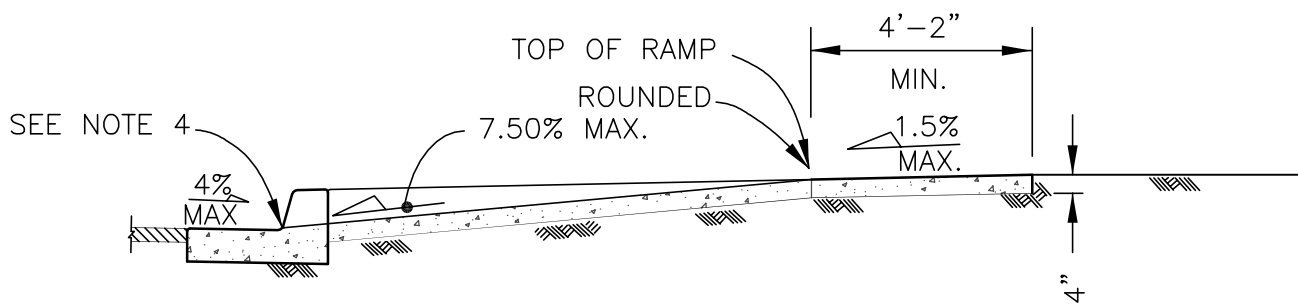
CURB RAMP
TWO RAMP CORNER INSTALLATION

A 121



PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

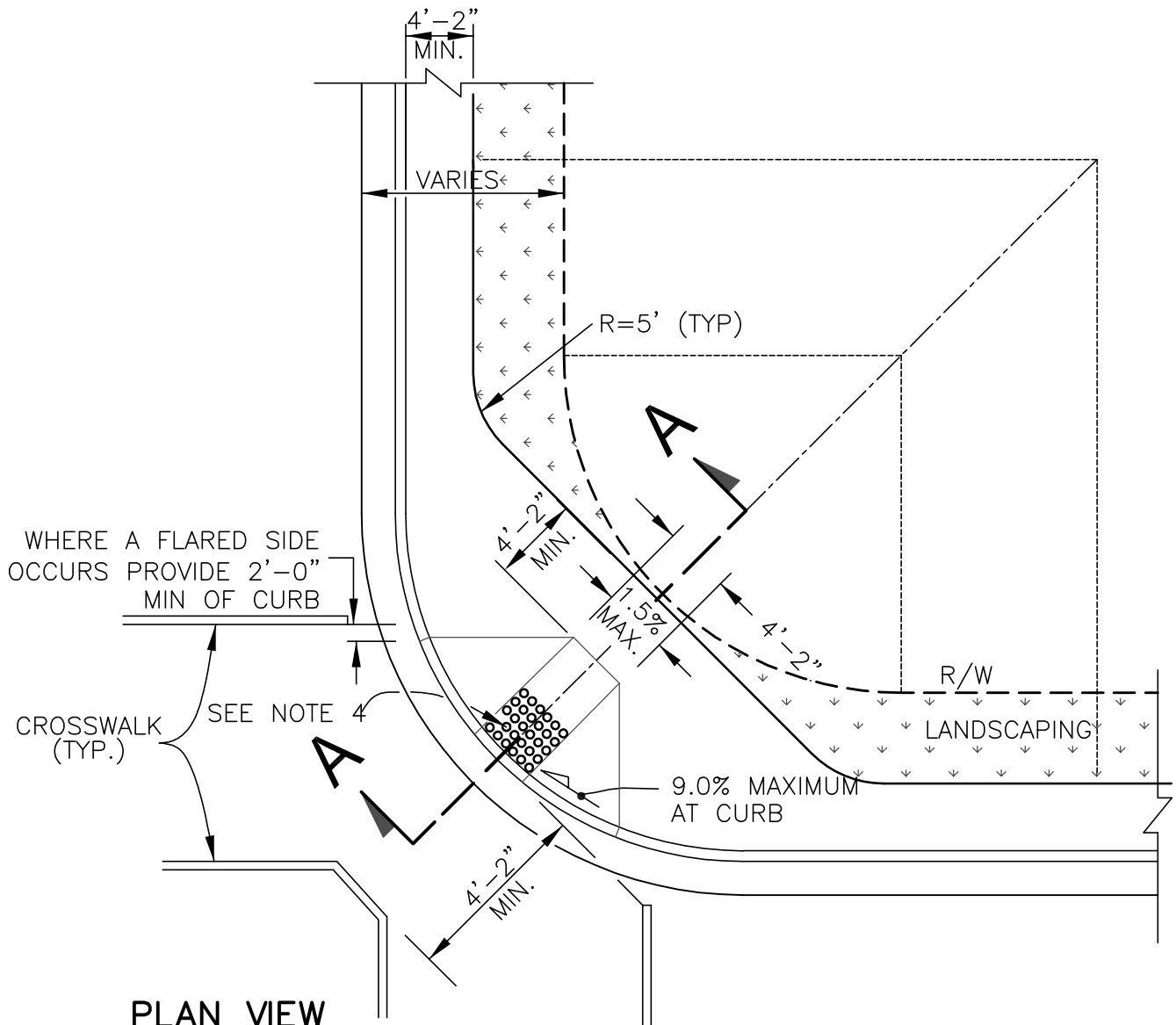
NOTES:

1. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO WHEELCHAIR TRAFFIC.
2. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
3. AS SITE CONDITIONS DICTATE, CASE A THROUGH CASE G CURB RAMPS MAY BE USED.
4. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.
 DATE: SEPT 2015
 DRAWN BY: TD
 APPROVED BY: JA
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CURB RAMP
 ONE RAMP INSTALLATION
 SIDEWALK SEPARATED FROM CURB

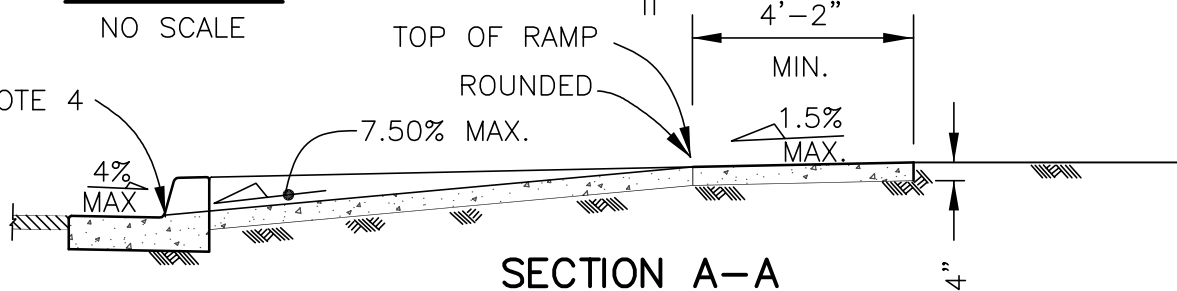
A-122



PLAN VIEW

NO SCALE

SEE NOTE 4



SECTION A-A

NO SCALE

NOTES:

1. EDGES OF RAMP SHALL BE FINISHED WITH A SCORING TOOL WHICH LEAVES EDGES ROUND.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO WHEELCHAIR TRAFFIC.
3. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND SPECIFICATIONS.
4. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

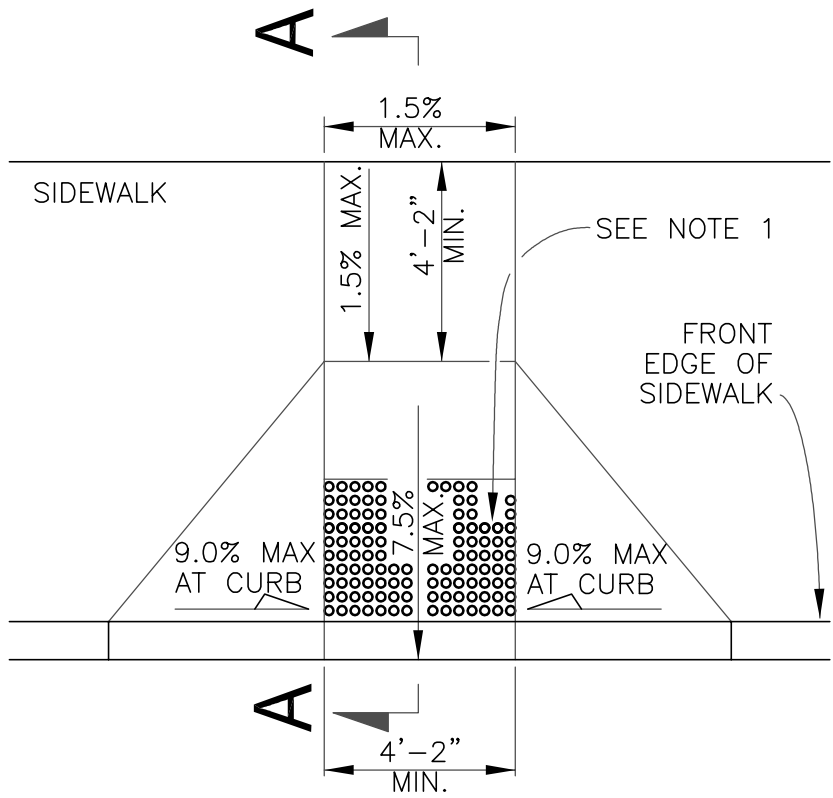
DRAWN BY: TD

APPROVED BY: JA

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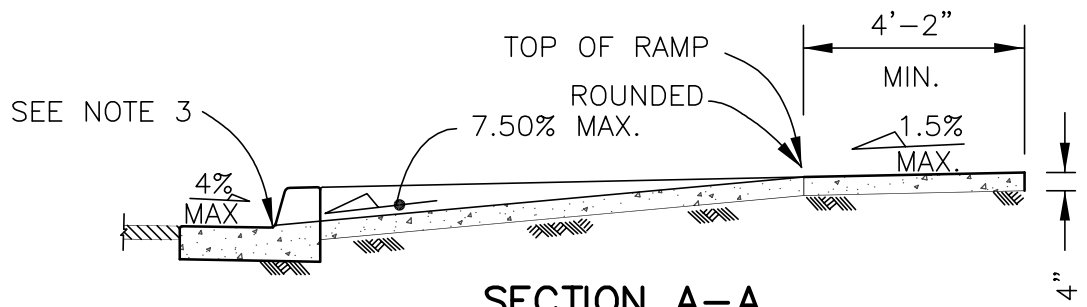
**CURB RAMP
 ONE RAMP INSTALLATION
 SIDEWALK ADJACENT TO CURB**

A-123



CASE A – PLAN VIEW

NO SCALE



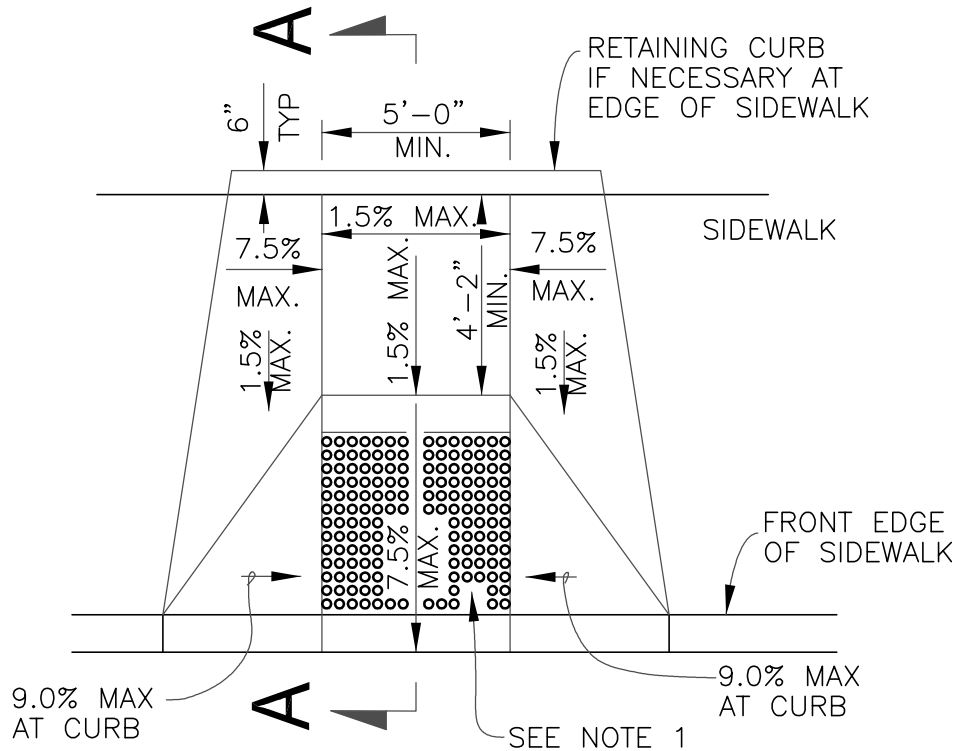
SECTION A-A

NO SCALE

NOTES:

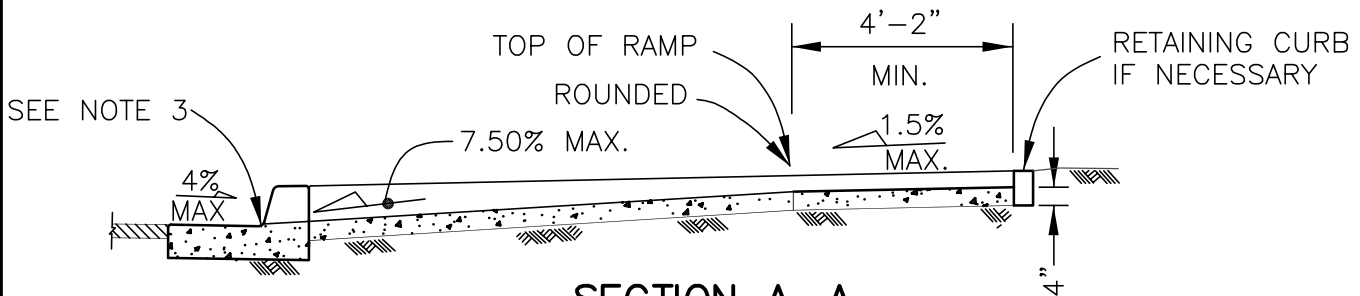
1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.		CURB RAMP - CASE A	A-124
DATE: SEPT 2015			
DRAWN BY: TD			
APPROVED BY: JA			



CASE B – PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

DEPRESS ENTIRE SIDEWALK AS REQUIRED

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

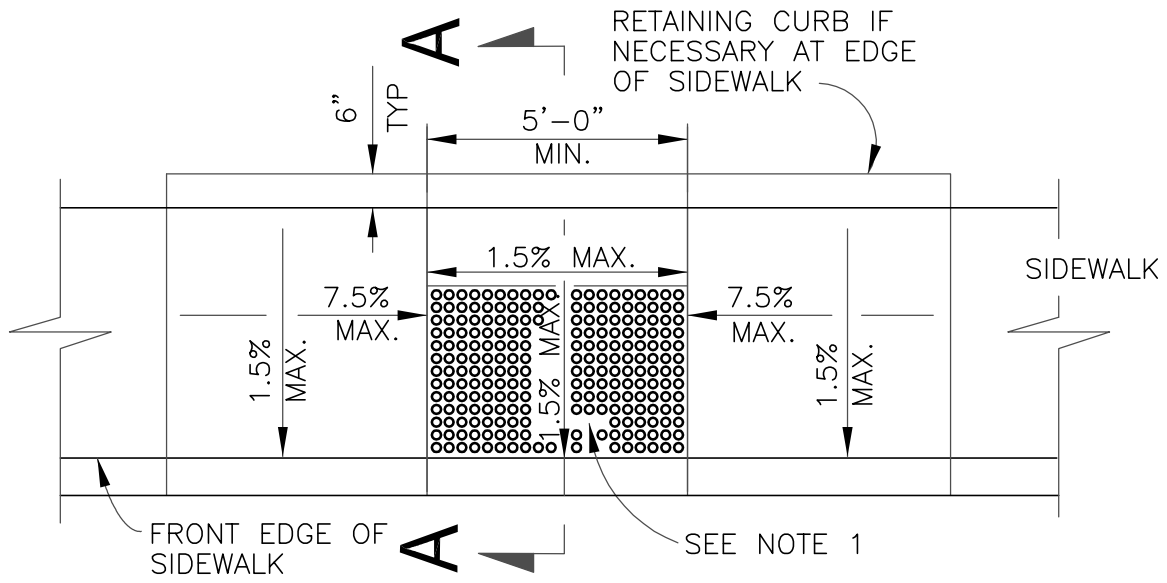
DRAWN BY: TD

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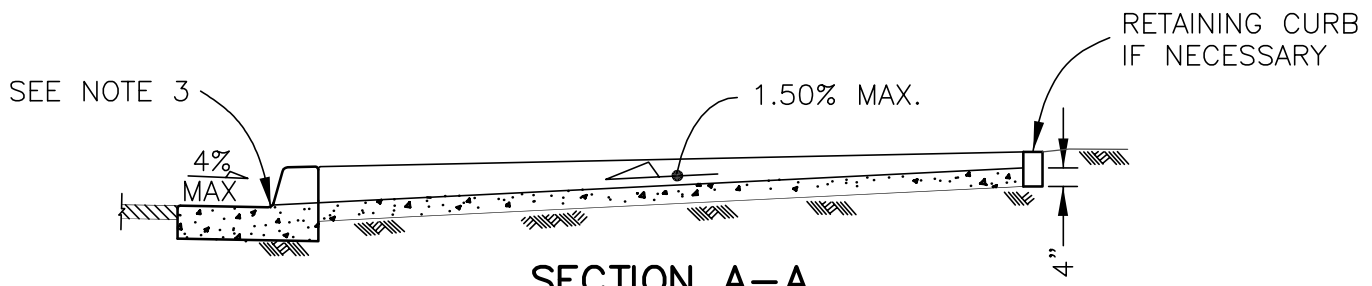
CURB RAMP - CASE B

A-125



CASE C – PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

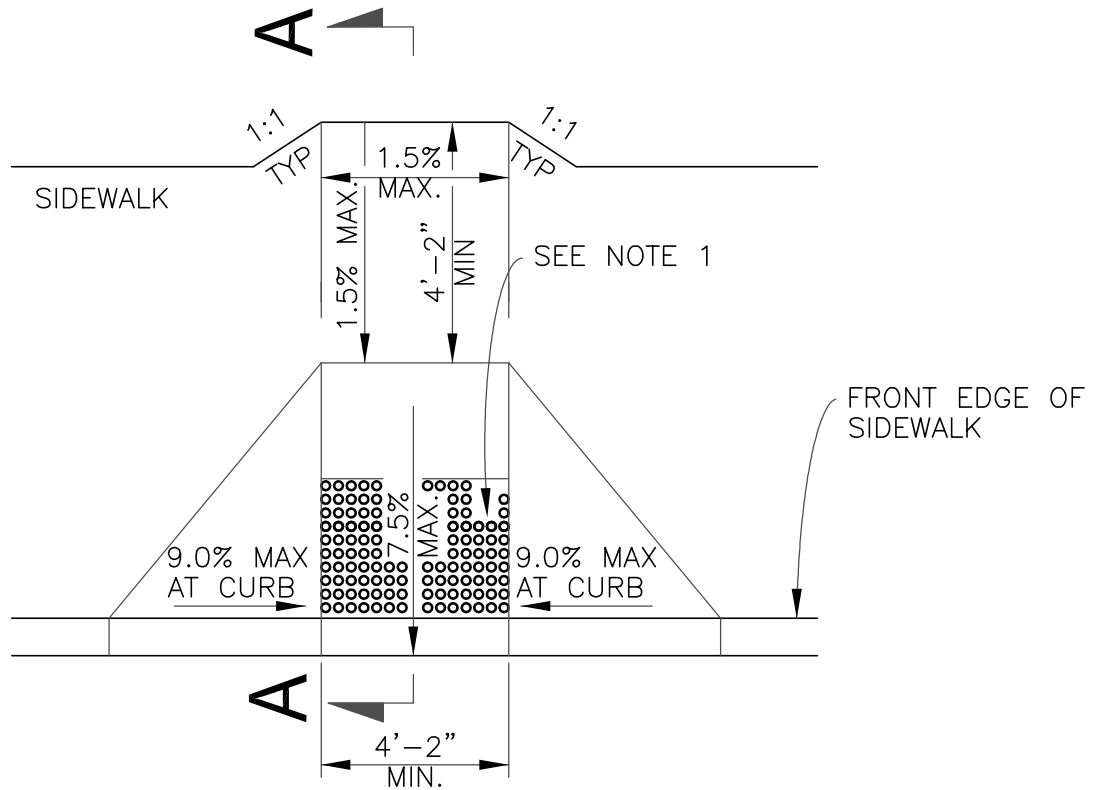
DRAWN BY: TD

APPROVED BY: JA

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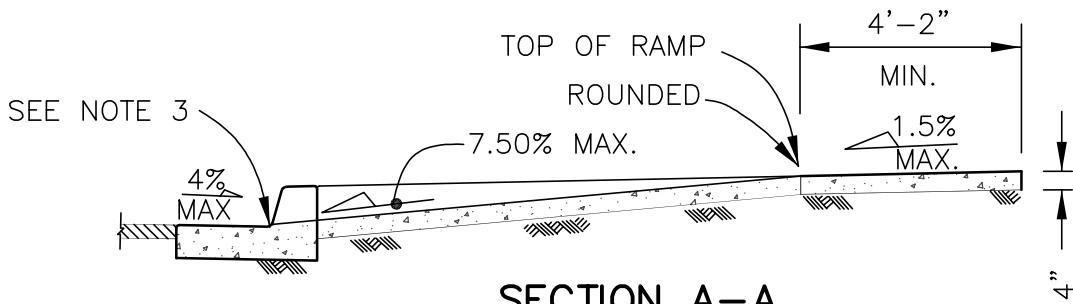
CURB RAMP - CASE C

A-126



CASE D – PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

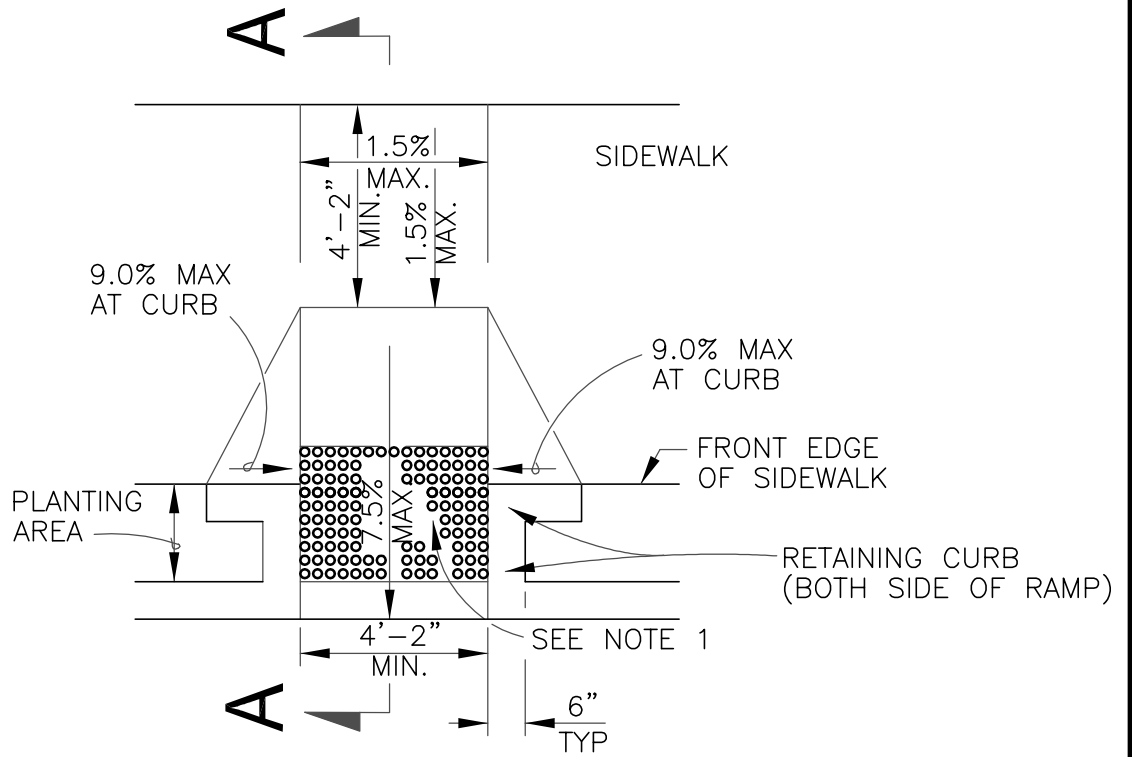
DRAWN BY: TD

APPROVED BY: JA

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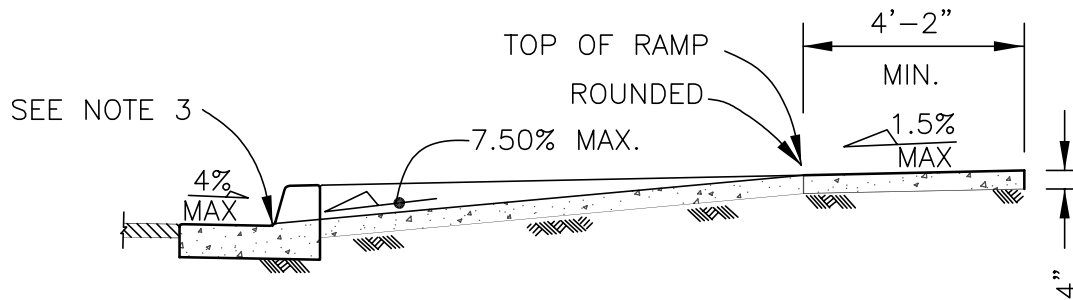
CURB RAMP - CASE D

A-127



CASE E – PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

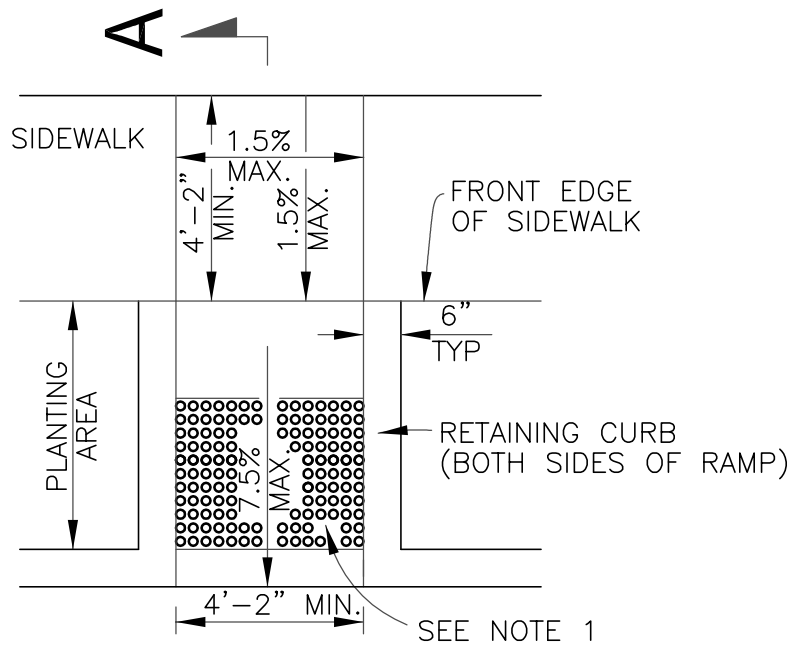
DRAWN BY: TD

APPROVED BY: JA

Clint Quilter
CLINT QUILTER – Director

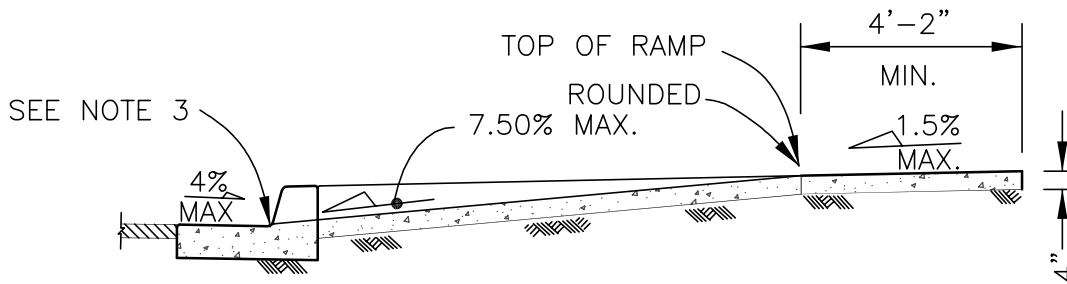
CURB RAMP - CASE E

A-128



CASE F – PLAN VIEW

NO SCALE



SECTION A-A

NO SCALE

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

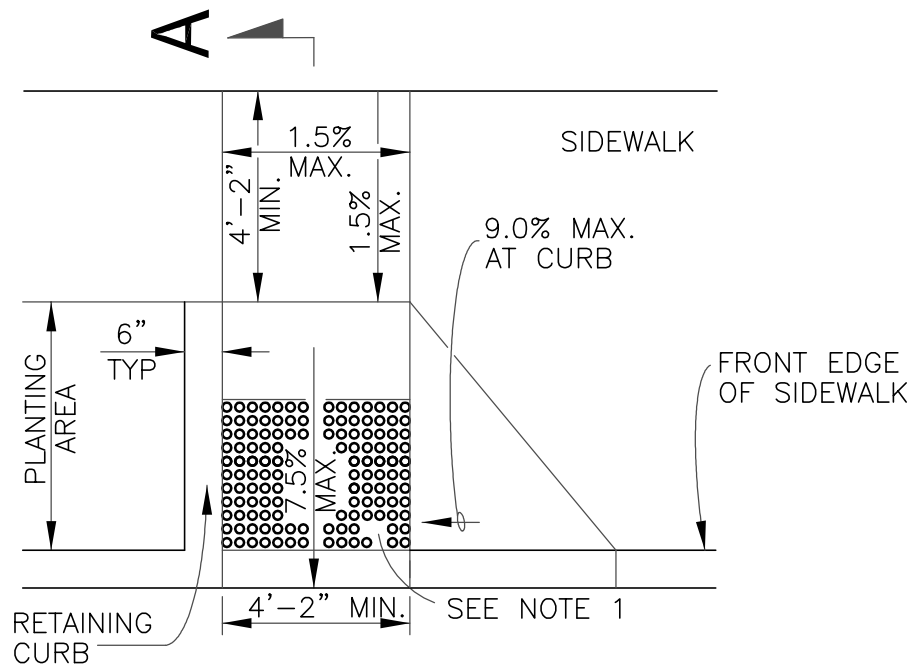
DRAWN BY: TD

APPROVED BY: JA

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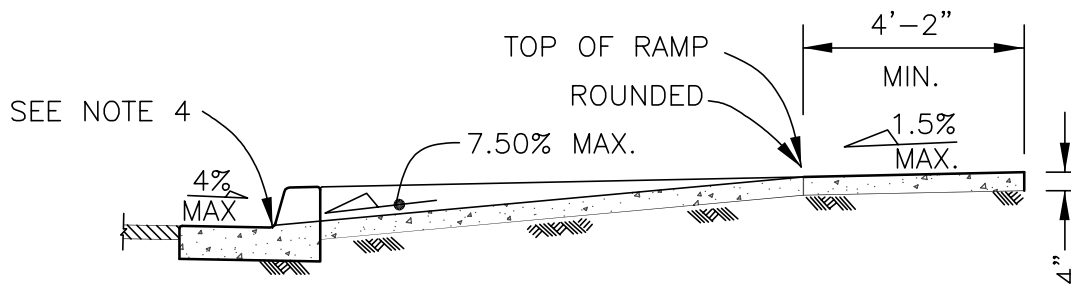
CURB RAMP - CASE F

A-129



CASE G – PLAN VIEW

NO SCALE
SEE NOTE 3



SECTION A-A

NO SCALE

NOTES:

1. SEE STD. A-131 FOR DETECTABLE WARNING SURFACE DETAIL AND APPLICATION.
2. RAMP SHALL HAVE A BROOM FINISH WHICH RUNS PERPENDICULAR TO THE WHEELCHAIR TRAFFIC.
3. AS SITE CONDITIONS DICTATE, THE RETAINING CURB SIDE AND THE FLARED SIDE OF THE CASE G RAMP SHALL BE CONSTRUCTED IN REVERSED POSITION.
4. GUTTER FLOWLINE ELEVATION TO MATCH BOTTOM OF RAMP ELEVATION.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

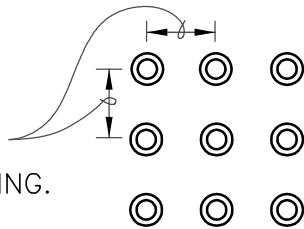
APPROVED BY: JA

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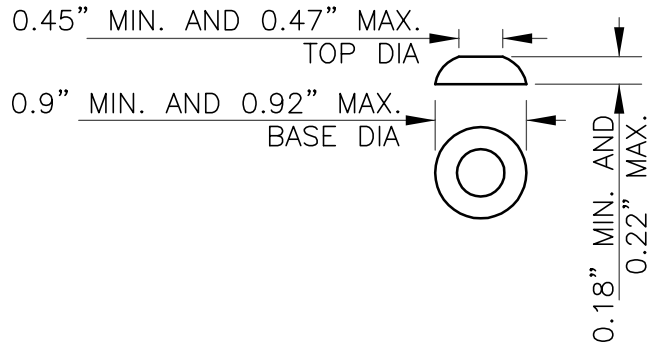
CURB RAMP - CASE G

A-130

2.3" MIN. AND 2.4" MAX.
CENTER TO CENTER SPACING.



RAISED TRUNCATED DOME PATTERN (IN-LINE)
DETECTABLE WARNING SURFACE



RAISED TRUNCATED DOME

NOTES:

1. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. A 4'-0" WIDE DETECTABLE WARNING SURFACE MAY BE USED ON A 4'-2" WIDE CURB RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS.
2. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
3. DETECTABLE WARNING SURFACE MAY HAVE TO BE CUT TO ALLOW REMOVAL OF UTILITY COVERS WHILE MAINTAINING FULL DETECTABLE WIDTH AND DEPTH.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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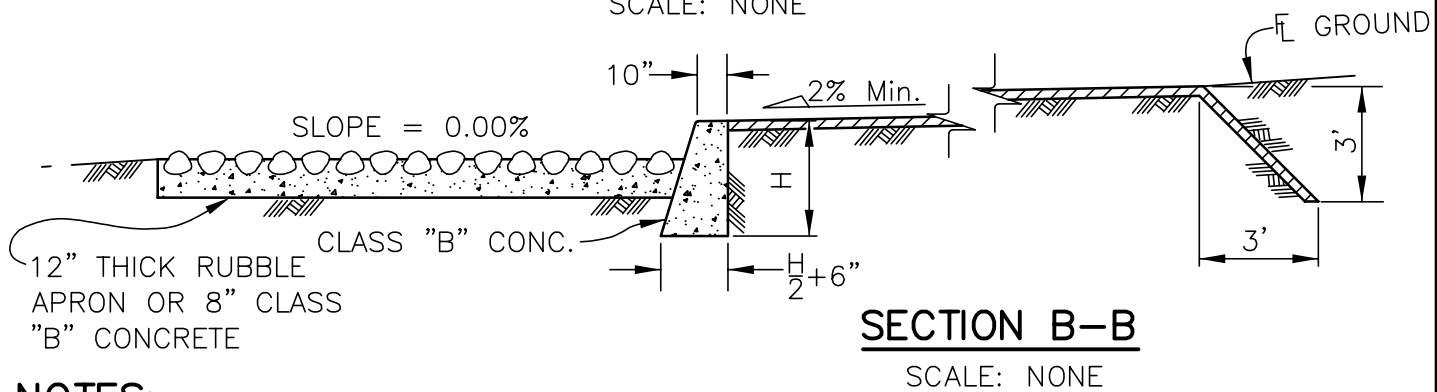
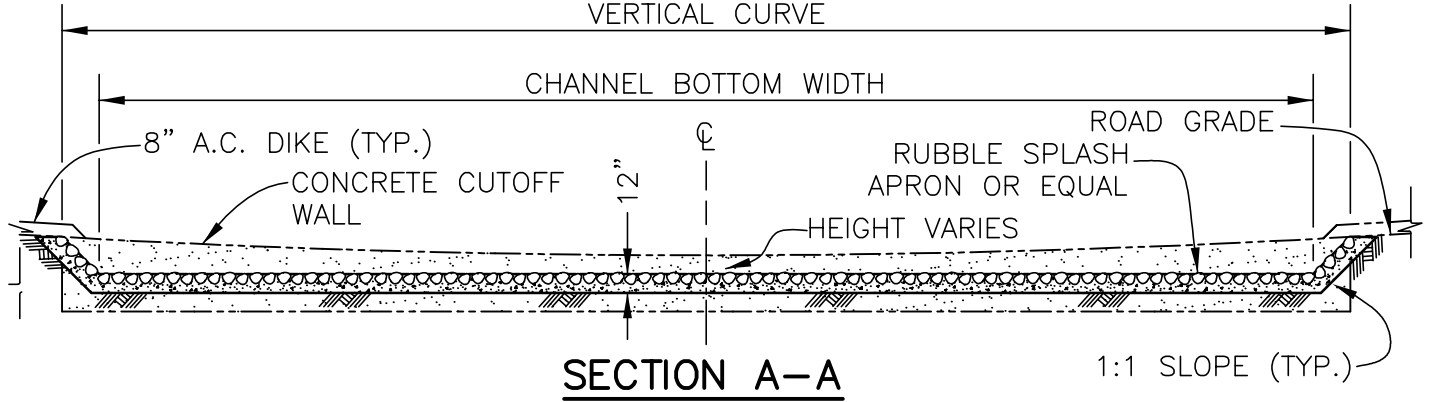
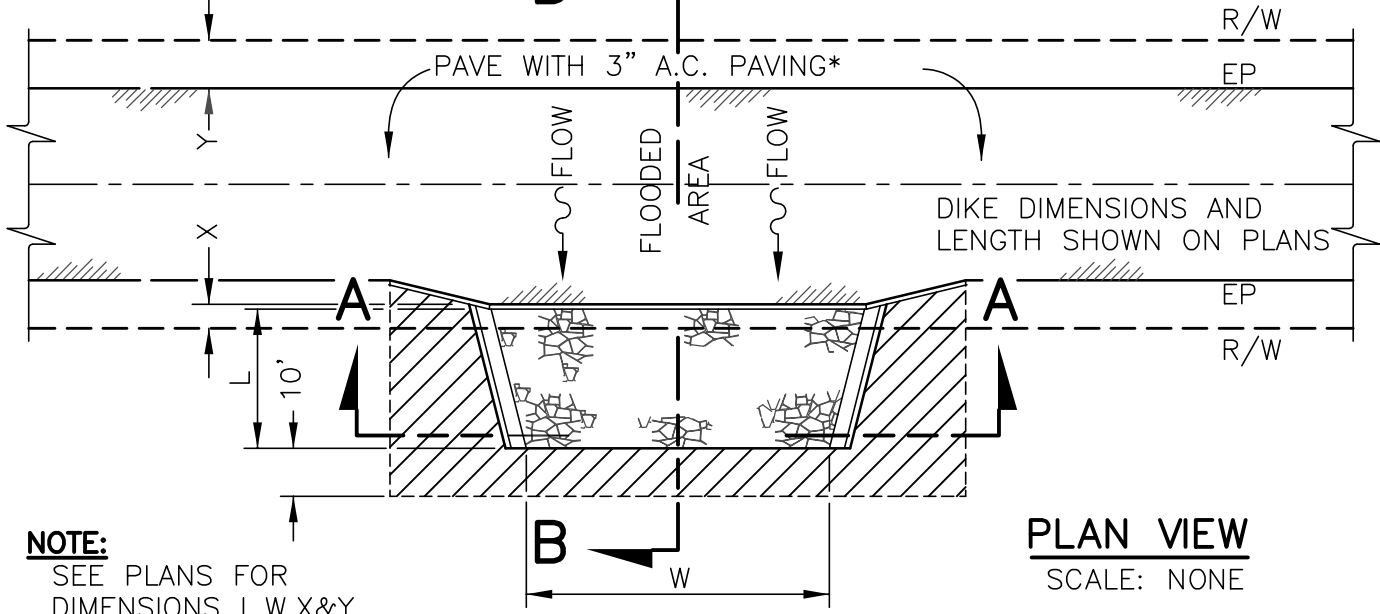
DETECTABLE SURFACE DETAIL

A-131

SECTION D

DRAINAGE IMPROVEMENTS

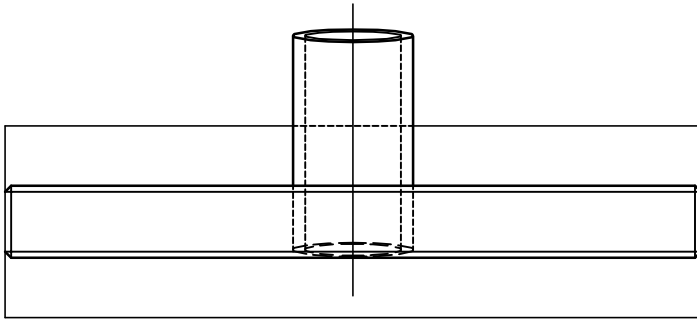
*12" OF AGGREGATE BASE REQUIRED ON GRADED DIRT ROADS IN SWALE



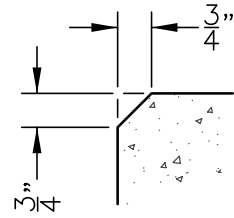
NOTES:

1. ALL CONCRETE TO BE CLASS "B".
2. L = SHOWN ON PLANS; H = 3' MIN., 6' MAX.
3. DRAINAGE EASEMENT REQUIRED.
4. AREA SHOWN THUS SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
5. REINFORCED BLOCK WALL AND FOOTING PERMITTED.

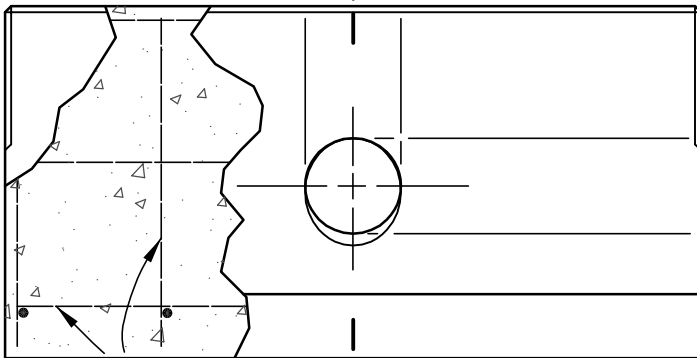
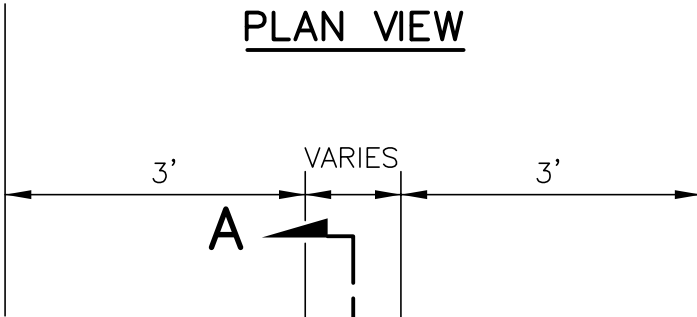
INYO COUNTY PUBLIC WORKS DEPT.		CUTOFF WALL FOR DRAINAGE CHANNEL	D-100
DATE: SEPT 2015			
DRAWN BY: TD			
APPROVED BY: JA			



PLAN VIEW



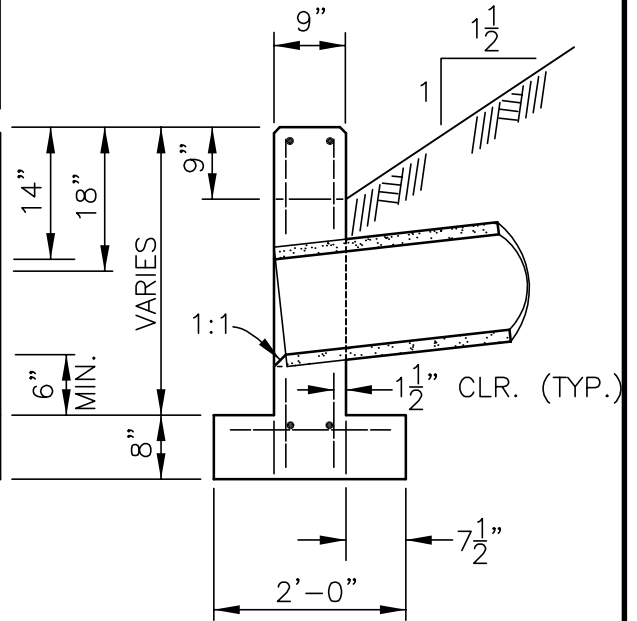
CHAMFER DETAIL



#4 @ 18" MAX.
EACH WAY



ELEVATION



SECTION A-A

NOTES:

1. ALL CONCRETE SHALL BE CLASS B.
2. EXPOSED CORNERS SHALL BE CHAMFERED $\frac{3}{4}$ " TO THE LIMITS SHOWN.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

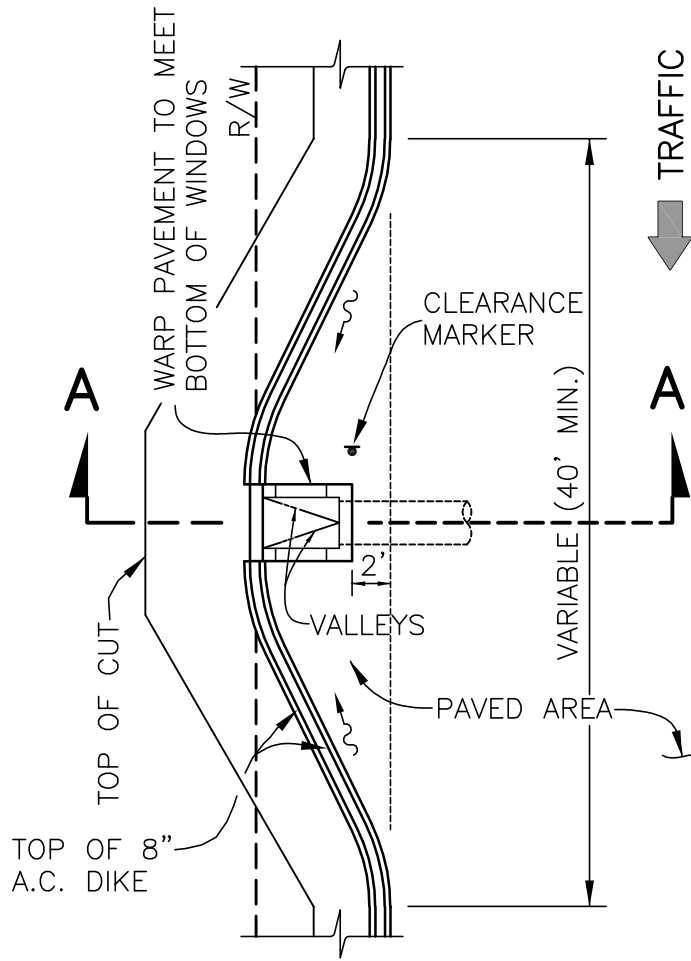
DRAWN BY: TD

APPROVED BY: JA

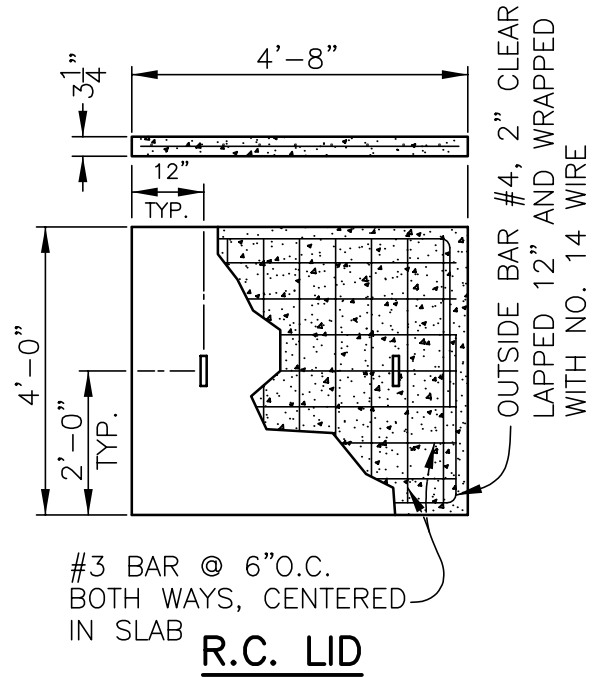
Clint Quilter
CLINT QUILTER - Director

GRAVITY HEADWALL

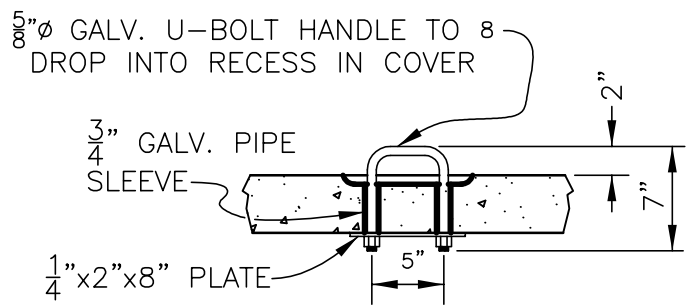
D-101



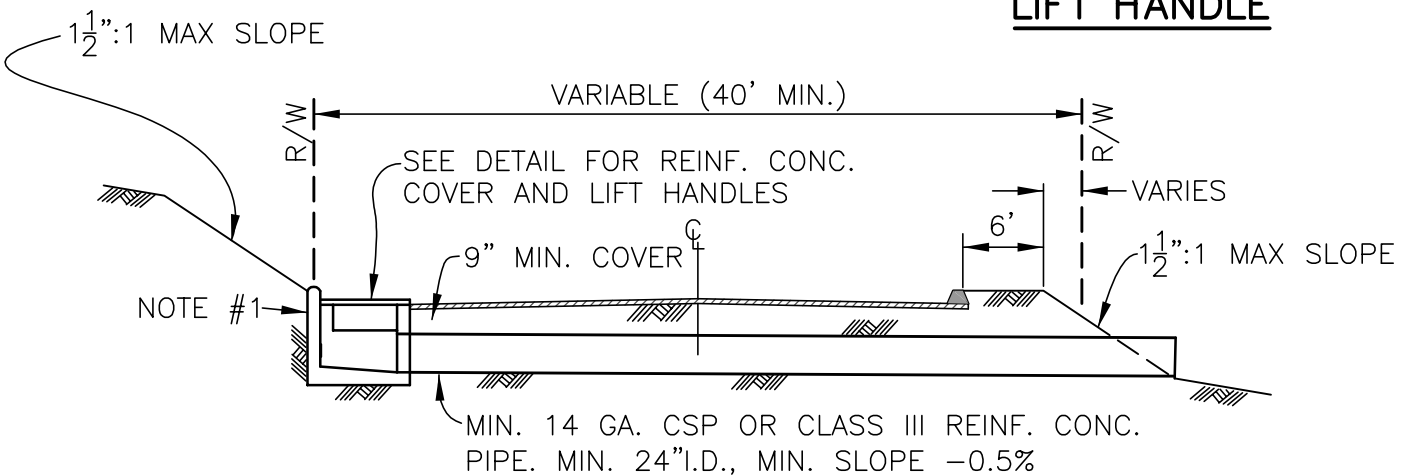
PLAN VIEW



R.C. LID



LIFT HANDLE



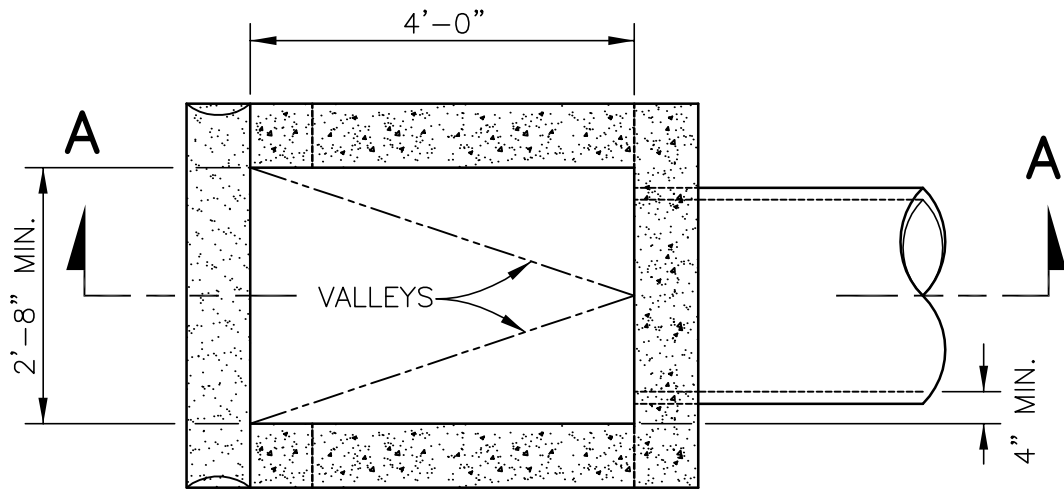
TYPICAL SECTION

NO SCALE

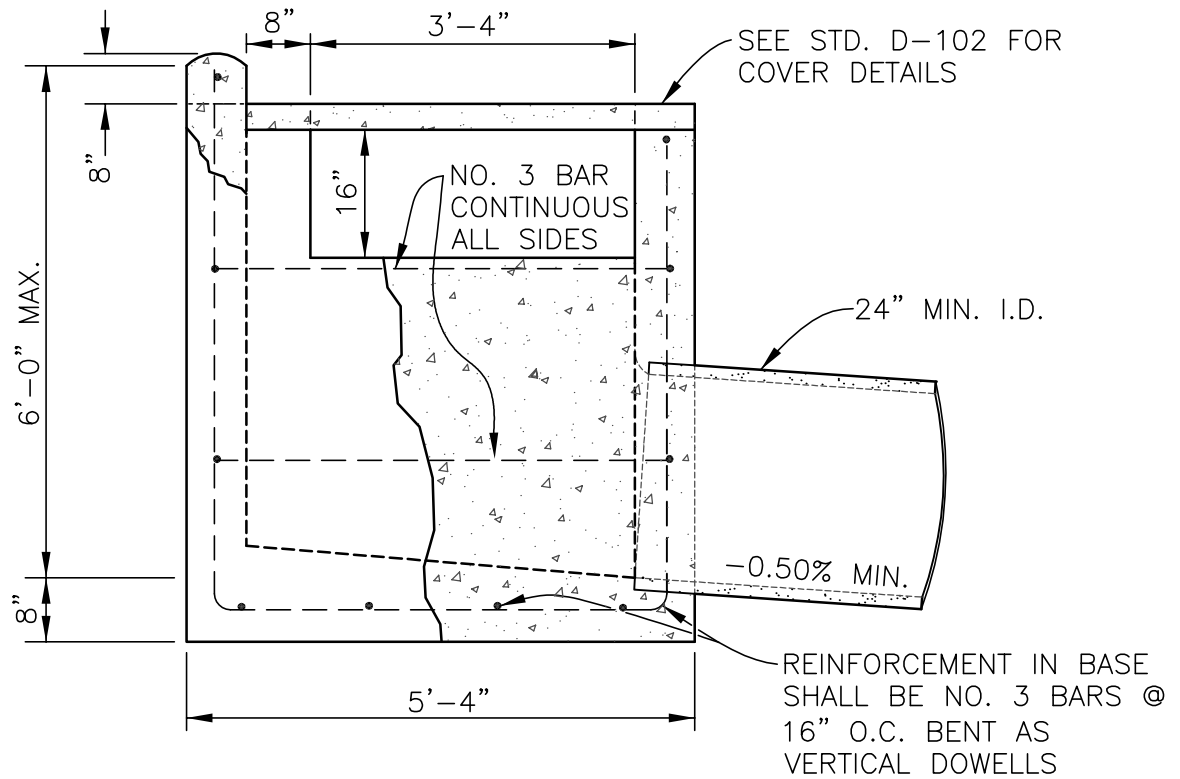
NOTES:

1. FOR CONSTRUCTION DETAILS OF CATCH BASIN SEE STD. D-103.
2. CLEAR R/W OF ALL TREES, STUMPS, BRUSH ETC. CLEAR SLOPES AND DEDICATE SLOPE EASEMENTS. NO ORGANIC MATERIAL TO BE USED IN FILL.

INYO COUNTY PUBLIC WORKS DEPT.		CATCH BASIN - MOUNTAIN ROADS	D-102
DATE: SEPT 2015	CLINT QUILTER - Director		
DRAWN BY: TD			
APPROVED BY: JA			



PLAN VIEW
(LID REMOVED FOR CLARITY)



TYPICAL SECTION
NO SCALE

NOTES:

1. TYPICAL OF MONOLITHIC PRE-CAST CATCH BASIN.
2. BASE OF CATCH BASIN SHALL BE CONSTRUCTED WITH CLASS "B" CONCRETE.

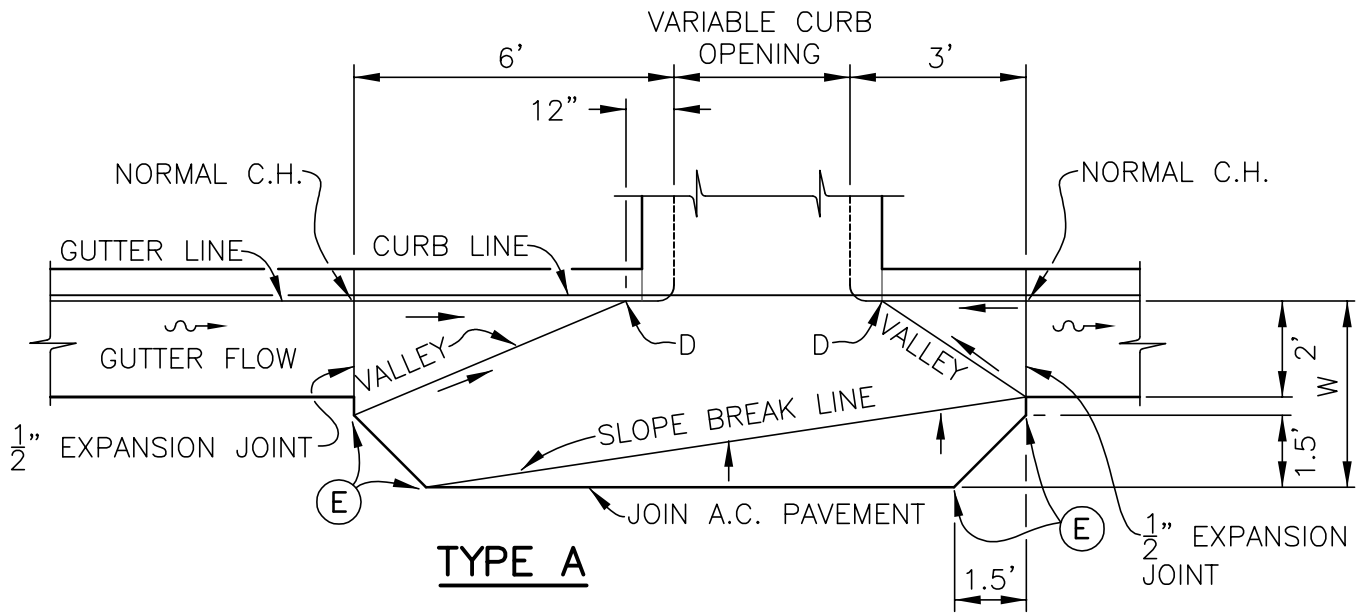
INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015
DRAWN BY: TD
APPROVED BY: JA

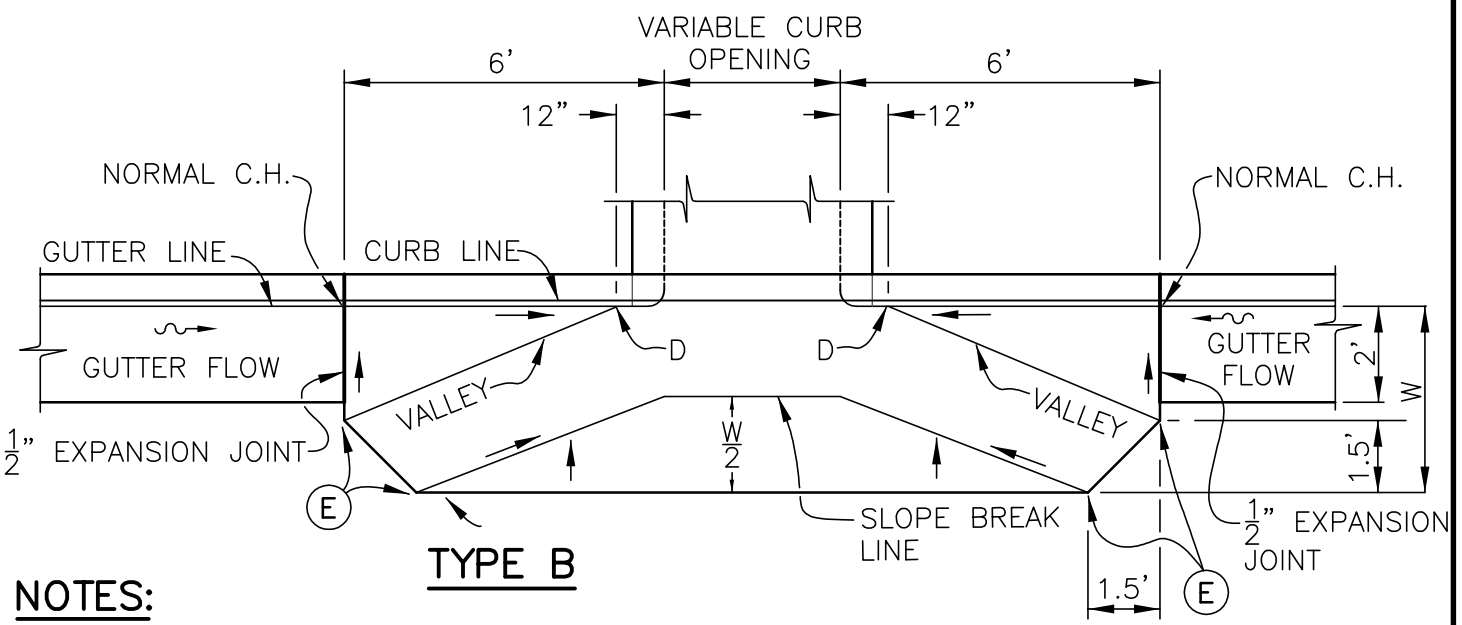
Clint Quilter
CLINT QUILTER - Director

CATCH BASIN - MOUNTAIN ROADS
DETAILS

D-103



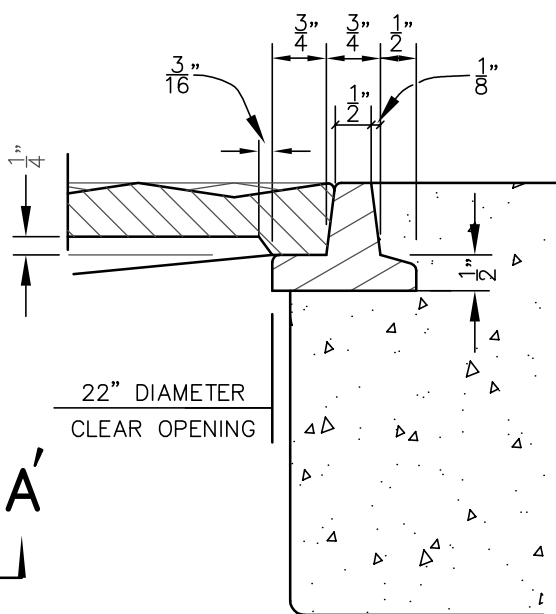
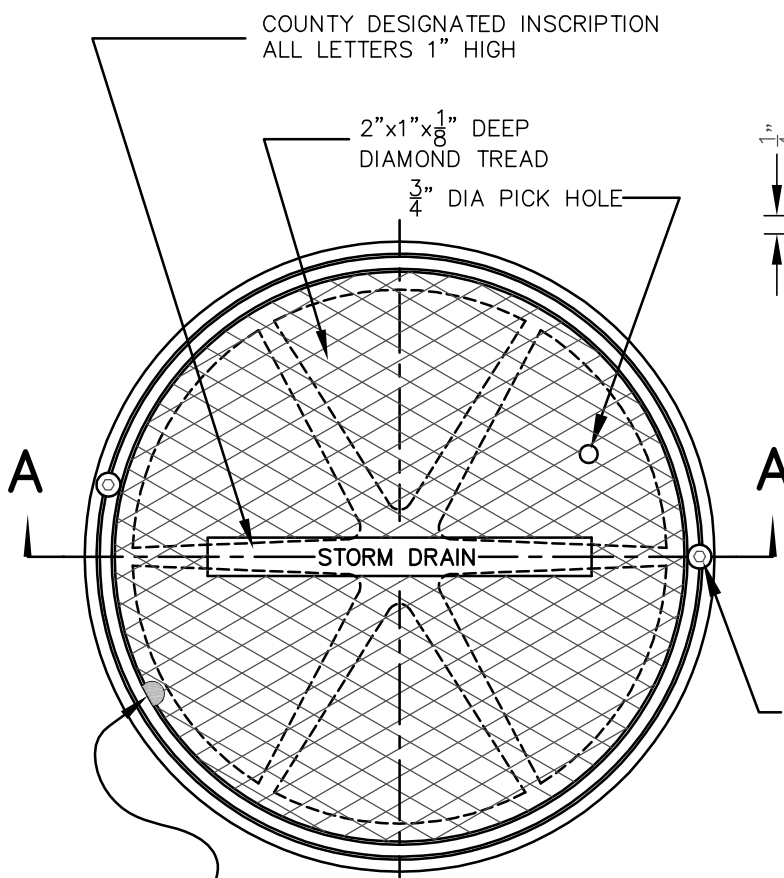
TYPE A



TYPE B

NOTES:

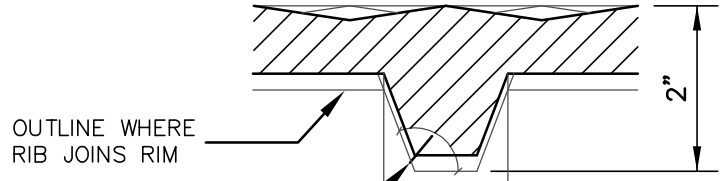
1. D=GUTTER DEPRESSION. THE GUTTER DEPRESSION SHALL BE $1\frac{1}{4}$ " FOR SHOULDER AND $1\frac{1}{4}$ " TO 3" IN CITY STREET GUTTER OR LOCATIONS OUTSIDE OF SHOULDER UNLESS OTHERWISE SHOWN.
 2. W=WIDTH OF DEPRESSED APRON. DEPRESSED APRONS SHALL BE 4' ON SHOULDER AND 4' TO 6' IN CITY STREET GUTTERS UNLESS OTHERWISE SHOWN.
 3. LOCAL DEPRESSION SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE, 8" THICK.
 4. SPECIAL DETAILS GOVERNING CONSTRUCTION ON A VERTICAL CURVE SHALL BE SHOWN ON CONSTRUCTION PLANS.
- (E) ELEVATIONS SHALL BE SHOWN ON CONSTRUCTION PLANS. THE OUTER EDGE OF THE LOCAL DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
- = STRAIGHT SLOPE, DOWNWARD GRADE.
 ~~~~~ = GUTTER OR SHOULDER DIRECTION OF FLOW.



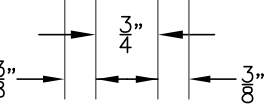
**RIM DETAIL**

1/8" R. GAP IN RIM OF COVER OPPOSITE PICK HOLE

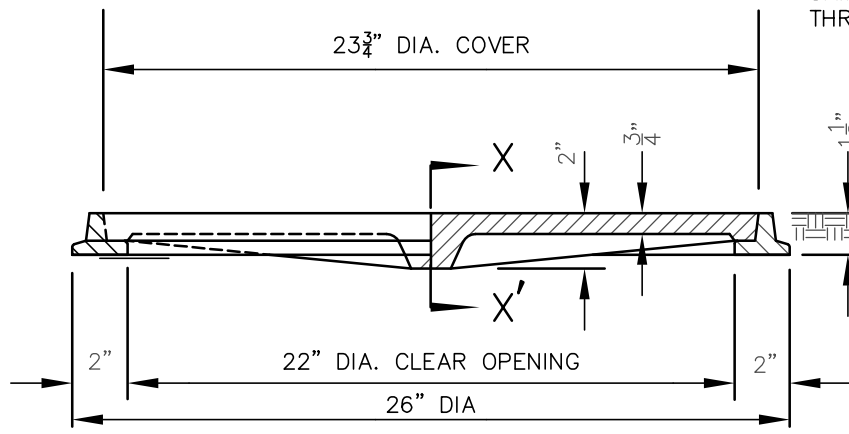
2 3/4"x1" SOCKET HEAD SET SCREWS



SAME ANGLE THROUGHOUT



**SECTION X-X'**



**SECTION A-A'**  
NO SCALE

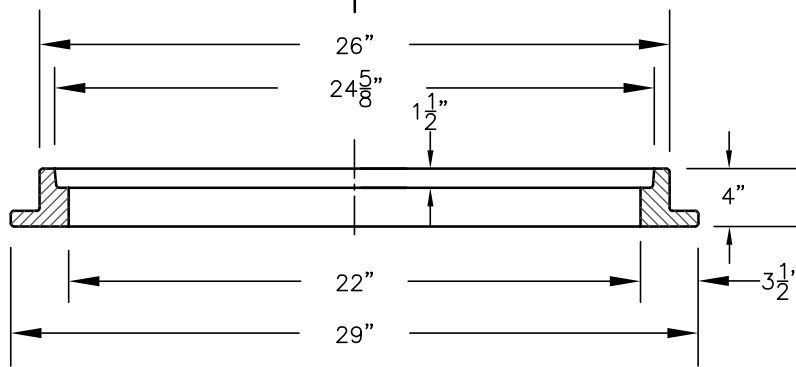
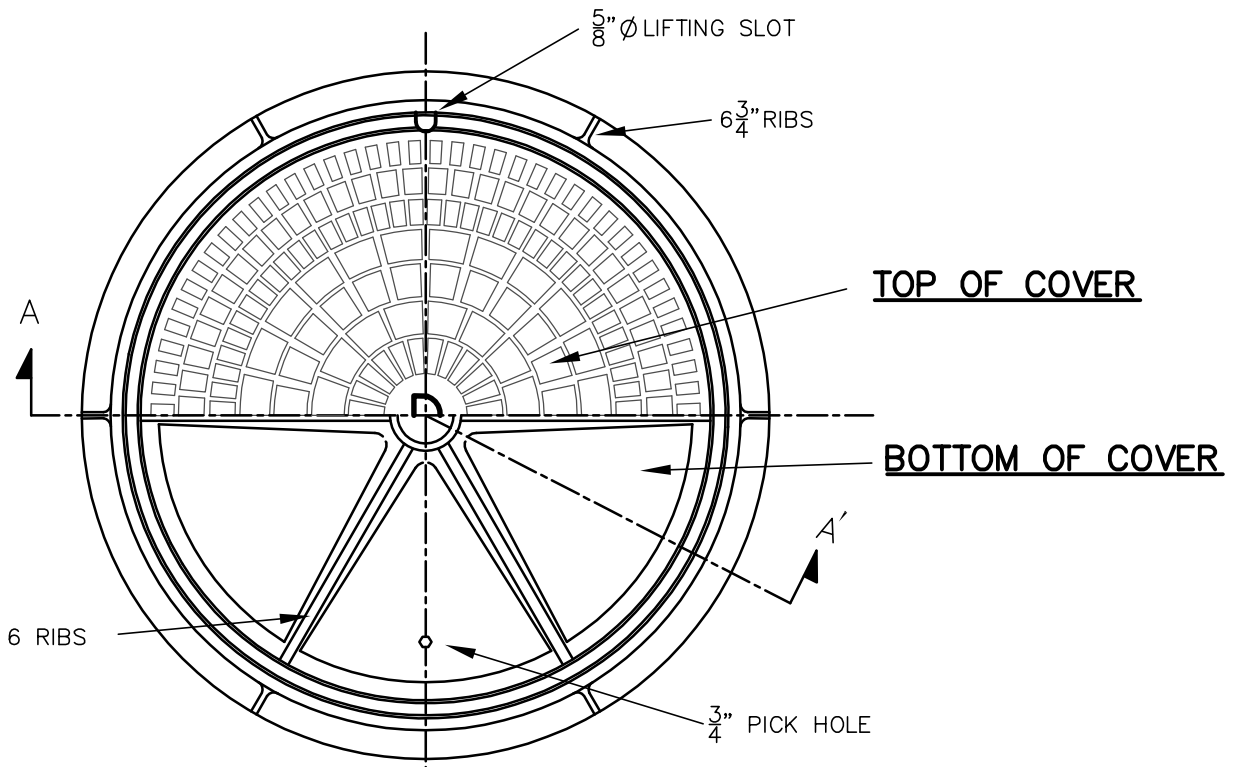
**NOTES:**

1. SEATS OF FRAME AND COVER SHALL BE MACHINED TO PREVENT NOISE.
2. THE TOTAL WEIGHT OF CAST IRON FRAME AND COVER SHALL BE 130 LB. MIN.
3. ALHAMBRA FOUNDRY SOLID COVER AND FRAME, P.N. A-1530 OR EQUIVALENT SHALL BE USED.
4. TYPICAL OF 24" MANHOLE, SIZE MAY VARY AS SPECIFIED IN PLANS.

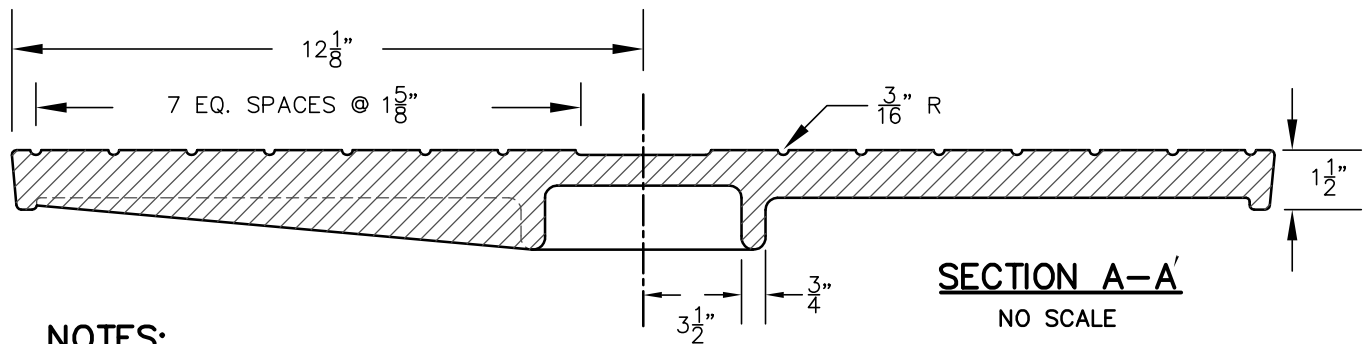
|                                       |                                                                                                                 |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>INYO COUNTY PUBLIC WORKS DEPT.</b> |                                                                                                                 |
| DATE: SEPT 2015                       | <br>CLINT QUILTER - Director |
| DRAWN BY: TD                          |                                                                                                                 |
| APPROVED BY: JA                       |                                                                                                                 |

24" MANHOLE FRAME & COVER  
PARKWAY

**D-105**



SECTION THRU RIM  
NO SCALE



SECTION A-A'  
NO SCALE

**NOTES:**

1. SEATS OF FRAME AND COVER SHALL BE MACHINED TO PREVENT NOISE.
2. THE TOTAL WEIGHT OF CAST IRON FRAME AND COVER SHALL BE 325 LB. MIN.
3. ALHAMBRA FOUNDRY SOLID COVER AND FRAME, P.N. A-1311 OR EQUIVALENT SHALL BE USED.
4. TYPICAL OF 24" MANHOLE, SIZE MAY VARY AS SPECIFIED IN PLANS.
5. COVERS SHALL BE CAST WITH THE LETTER "S" FOR SEWER AND "D" FOR STORM DRAIN. LETTERS WILL BE APPROX. 2  $\frac{1}{2}$ " HIGH.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

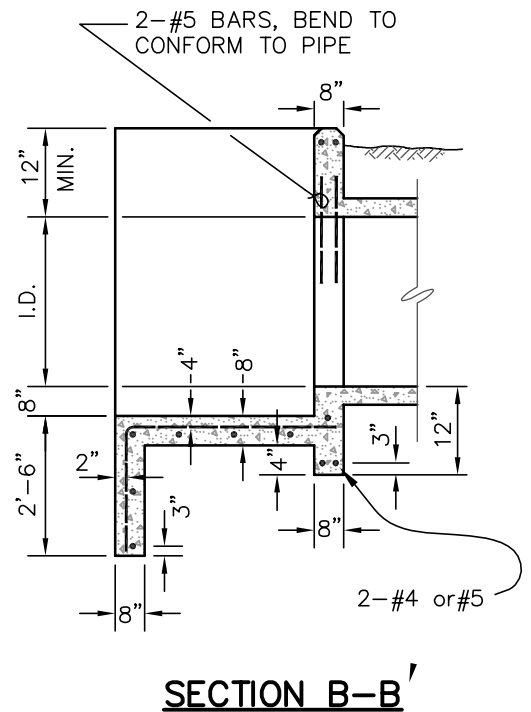
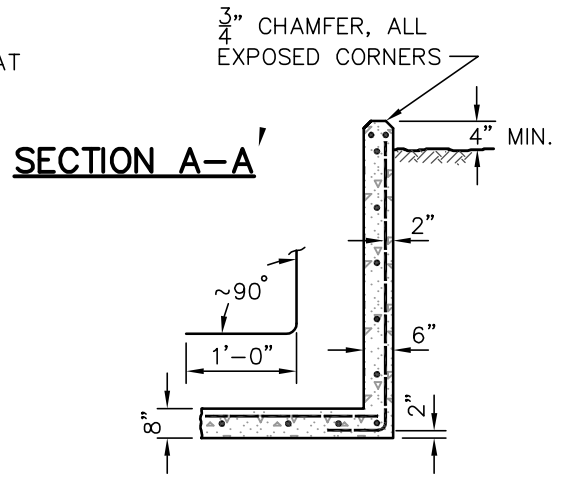
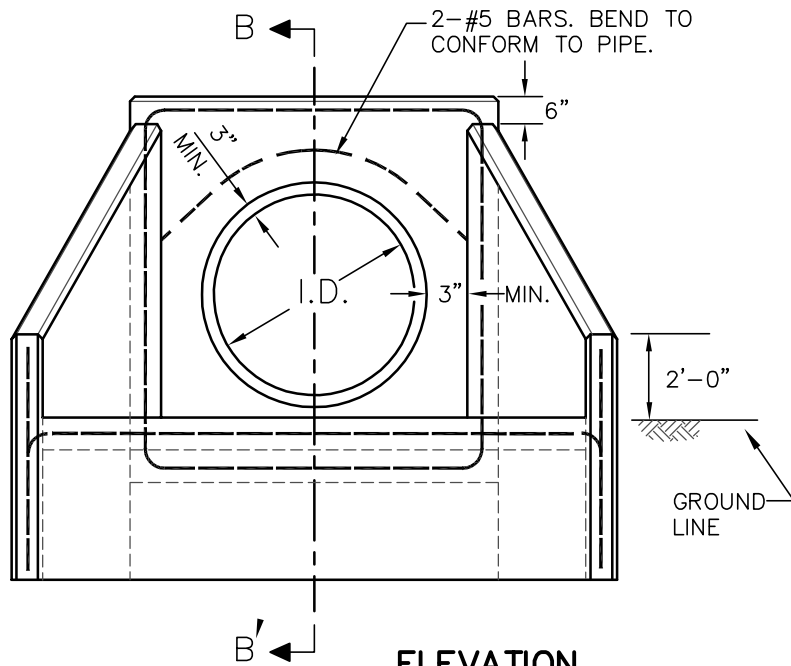
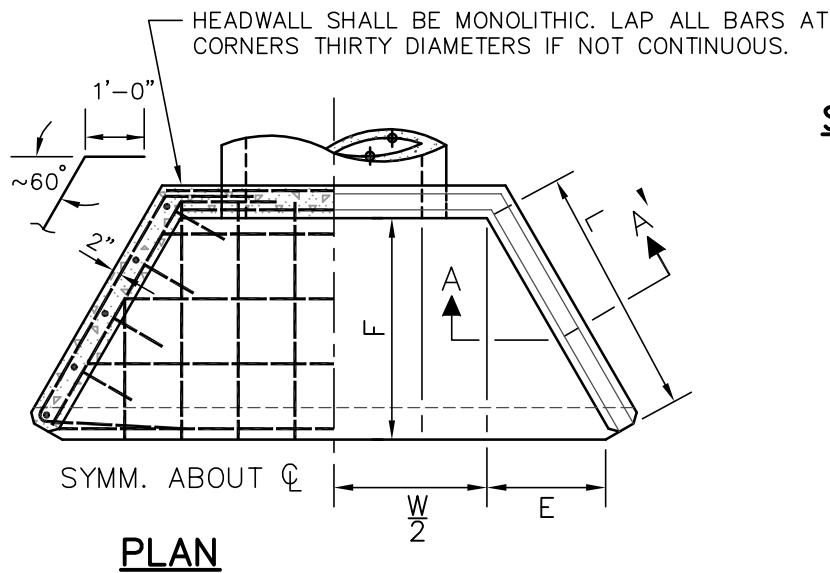
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APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

24" MANHOLE FRAME & COVER  
ROADWAY

D-106



**NOTES:**

1. ALL CONCRETE SHALL BE CLASS A.
2. BAR SPACING APPROXIMATELY 1'-0" O.C. UNLESS OTHERWISE NOTED.
3. ALL REINFORCING BARS SHALL BE #4 FOR "W" UP TO 60", EXCEPT AS NOTED. ABOVE 60" # 5 BARS SHALL BE USED. 2" MIN. CLEARANCE, LAP 30 DIA, ALL STEEL.
4. ADJACENT SLOPES SHALL BE  $1\frac{1}{2}$ " TO 1 OR FLATTER.
5. MULTIPLE PIPES TO BE SET WITH LONGITUDINAL CENTERS  $1\frac{2}{3}$ " DIAMETERS APART.
6. ALL EXPOSED CORNERS SHALL BE CHAMFERED  $\frac{3}{4}$ ".
7. "W" SHALL BE INCREASED WHEN MULTIPLE PIPES OR PIPES ON SKEW ARE USED.

| PIPE I.D. | DIMENSIONS |       |           |        |
|-----------|------------|-------|-----------|--------|
|           | L          | E     | F APPROX. | W      |
| 12"       | 3'-6"      | 2'-0" | 3'-0"     | 1'-6"  |
| 18"       | 4'-2"      | 2'-4" | 3'-6"     | 2'-0"  |
| 24"       | 4'-9"      | 2'-8" | 4'-0"     | 2'-6"  |
| 30"       | 5'-5"      | 3'-0" | 4'-6"     | 3'-0"  |
| 36"       | 6'-0"      | 3'-4" | 5'-0"     | 3'-8"  |
| 42"       | 6'-7"      | 3'-8" | 5'-6"     | 4'-2"  |
| 48"       | 7'-3"      | 4'-0" | 6'-0"     | 4'-10" |
| 54"       | 8'-2"      | 4'-6" | 6'-9"     | 5'-4"  |
| 60"       | 8'-6"      | 5'-0" | 7'-6"     | 6'-0"  |

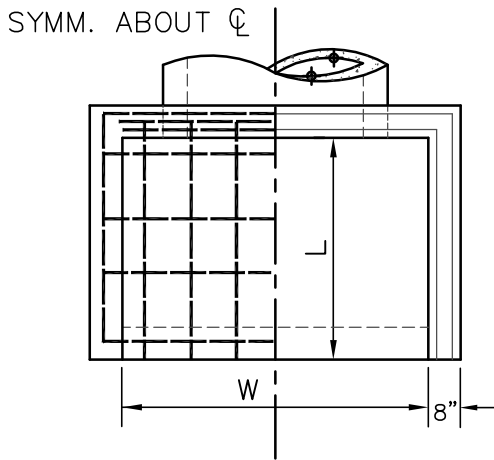
INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015  
 DRAWN BY: TD  
 APPROVED BY: JA

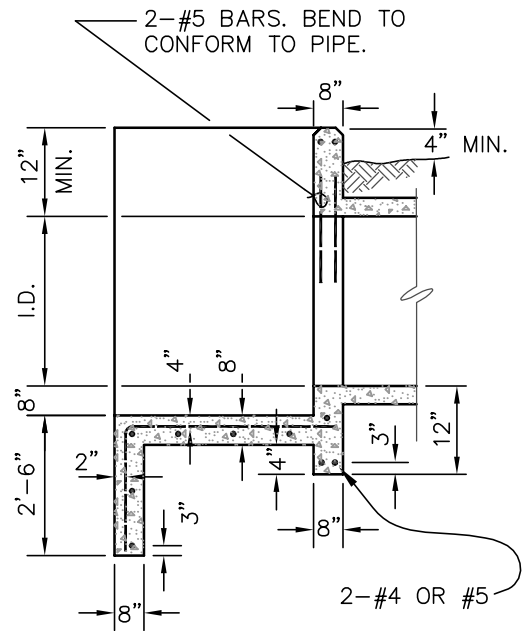
*Clint Quilter*  
 CLINT QUILTER - Director

HEADWALL - WING TYPE

D-107

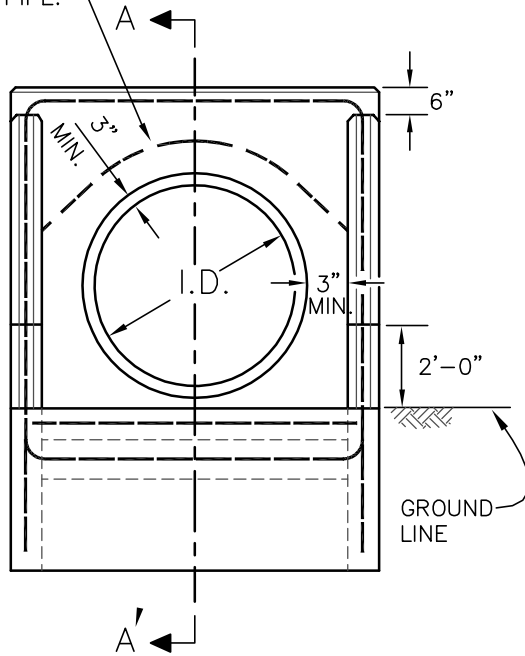


**PLAN**



**SECTION A-A'**

2-#5 BARS. BEND TO CONFORM TO PIPE.



**ELEVATION**

| PIPE I.D. | DIMENSIONS |        |
|-----------|------------|--------|
|           | L          | W      |
| 12"       | 3'-0"      | 1'-6"  |
| 18"       | 3'-6"      | 2'-0"  |
| 24"       | 4'-0"      | 2'-6"  |
| 30"       | 4'-6"      | 3'-0"  |
| 36"       | 5'-0"      | 3'-8"  |
| 42"       | 5'-6"      | 4'-2"  |
| 48"       | 6'-0"      | 4'-10" |
| 54"       | 6'-9"      | 5'-4"  |

**NOTES:**

1. ALL CONCRETE SHALL BE CLASS A.
2. BAR SPACING APPROXIMATELY 1'-0" O.C. UNLESS OTHERWISE NOTED.
3. ALL REINFORCING BARS SHALL BE #4 FOR "W" UP TO 60", EXCEPT AS NOTED. ABOVE 60" #5 BARS SHALL BE USED. 2" MIN. CLEARANCE, LAP 30 DIA, ALL STEEL.
4. ADJACENT SLOPES SHALL BE 1.5:1 OR FLATTER.
5. MULTIPLE PIPES TO BE SET WITH LONGITUDINAL CENTERS  $1\frac{2}{3}$  DIAMETERS APART.
6. ALL EXPOSED CORNERS SHALL BE CHAMFERED  $\frac{3}{4}$ ".
7. "W" SHALL BE INCREASED WHEN MULTIPLE PIPES OR PIPES ON SKEW ARE USED.

INYO COUNTY PUBLIC WORKS DEPT.

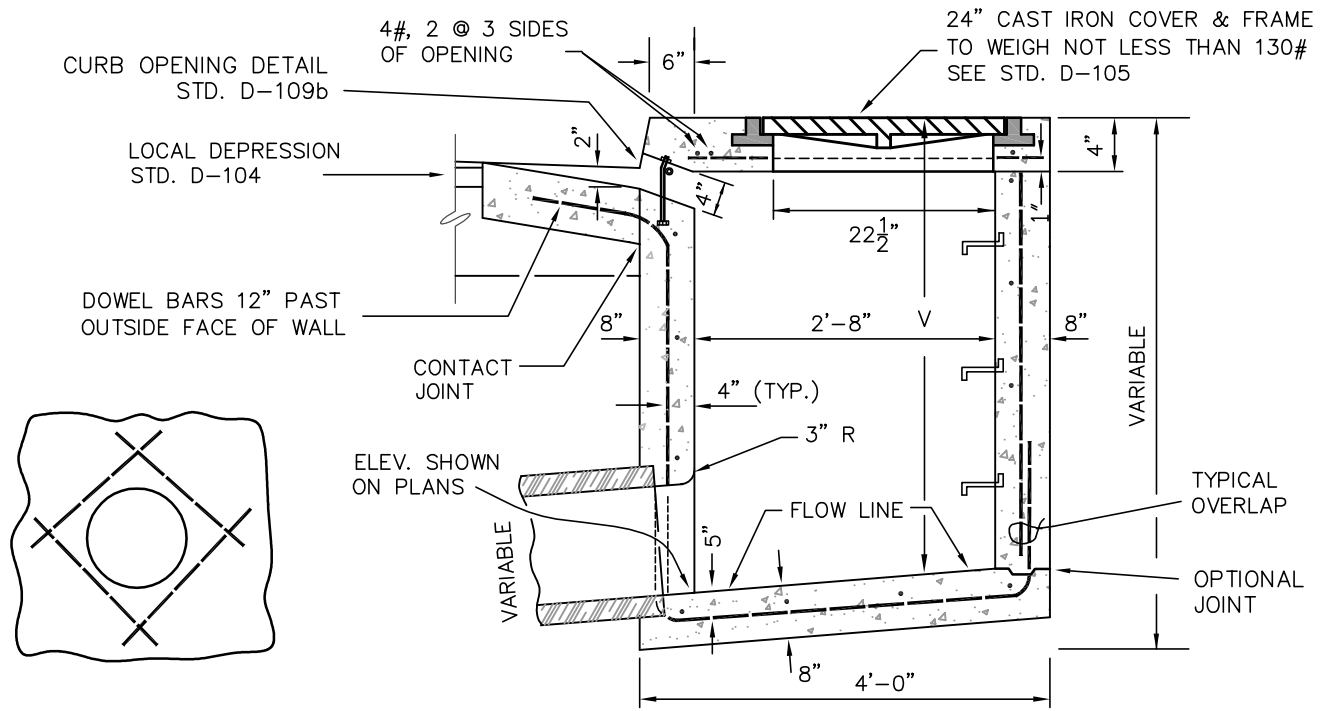
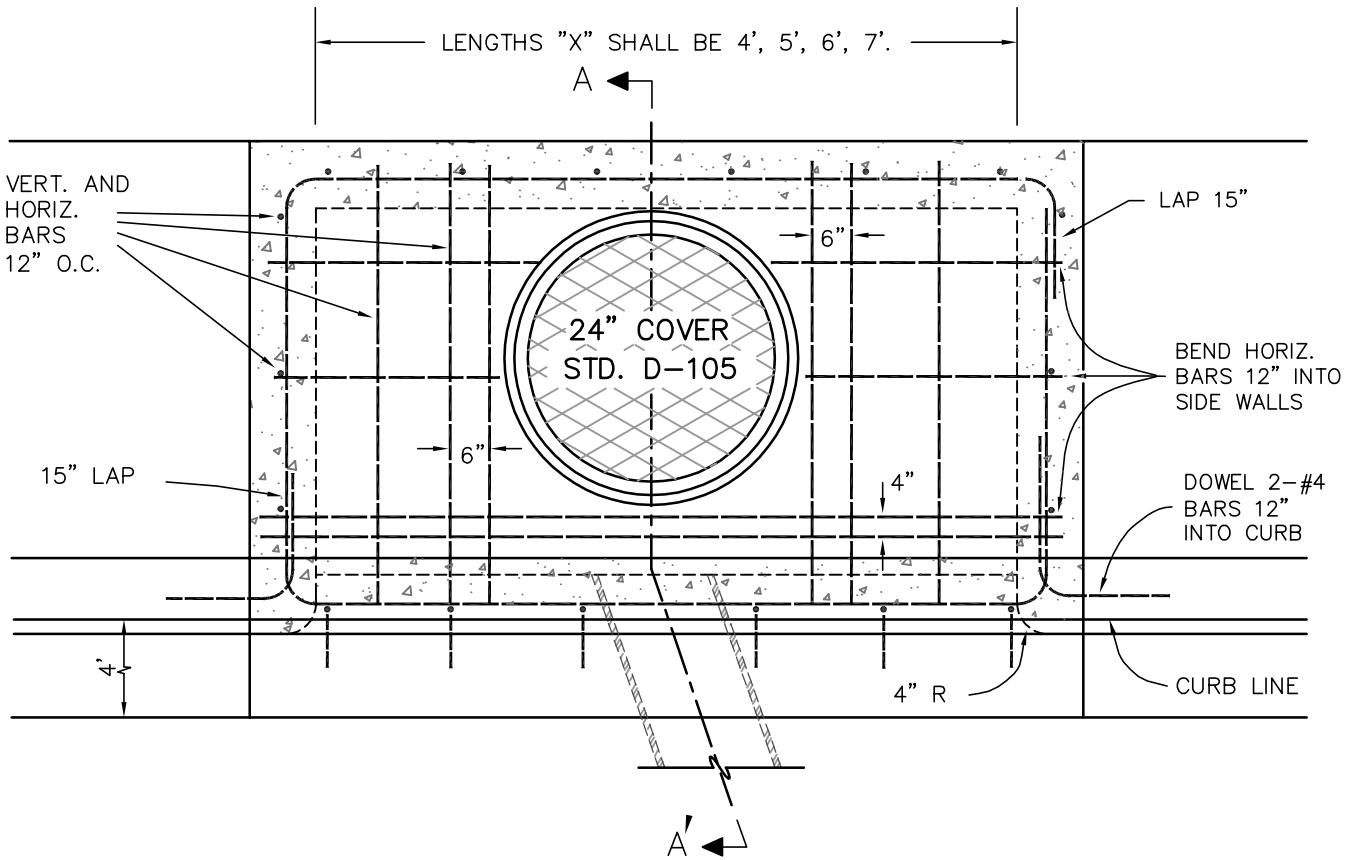
DATE: SEPT 2015  
 DRAWN BY: TD  
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HEADWALL - "U" TYPE

D-108





DETAIL OF REINFORCEMENT AROUND PIPE

SECTION "A-A"

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

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CLINT QUILTER - Director

CATCH BASIN - TYPE "A"

D-109

CATCH BASIN NOTES:

1. CONCRETE CATCH BASIN SHALL BE CONSTRUCTED OF CLASS A CONCRETE.
2. REINFORCING STEEL BARS SHALL BE #4 DEFORMED BARS. ALL TRANSVERSE STEEL IN THE TOP OF THE SLAB SHALL BE 1" CLEAR OF THE BOTTOM OF THE CONCRETE, WITH HOOK AS SHOWN ON THE CURB SIDE AND BENT DOWN INTO BACK WALL OF CATCH BASIN. WHEN "V" AND "X" EXCEEDS 7', SEE CONSTRUCTION PLANS FOR BAR SIZES AND PLACEMENT.
3. PLACE MANHOLE OVER PIPE OUTLET AREA.
4. WHEN "V" IS 6'-6" OR LESS, "X" IS UNLIMITED. FOR "V" GREATER THAN 5'-6" STRUCTURAL DESIGN SHALL BE SUBMITTED BY ENGINEER.
5. IF "V" EXCEEDS 4', CAST  $\frac{5}{8}$ " ROUND GALVANIZED STEPS IN THE WALL 15" APART AS SHOWN.
6. WHEN LENGTH OF OPENING EXCEEDS 7', SUPPORT BOLTS SHALL BE INSTALLED AND SHALL BE SPACED AT NOT MORE THAN 7' O.C. AND NOT LESS THEN 4' O.C.

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DATE: SEPT 2015

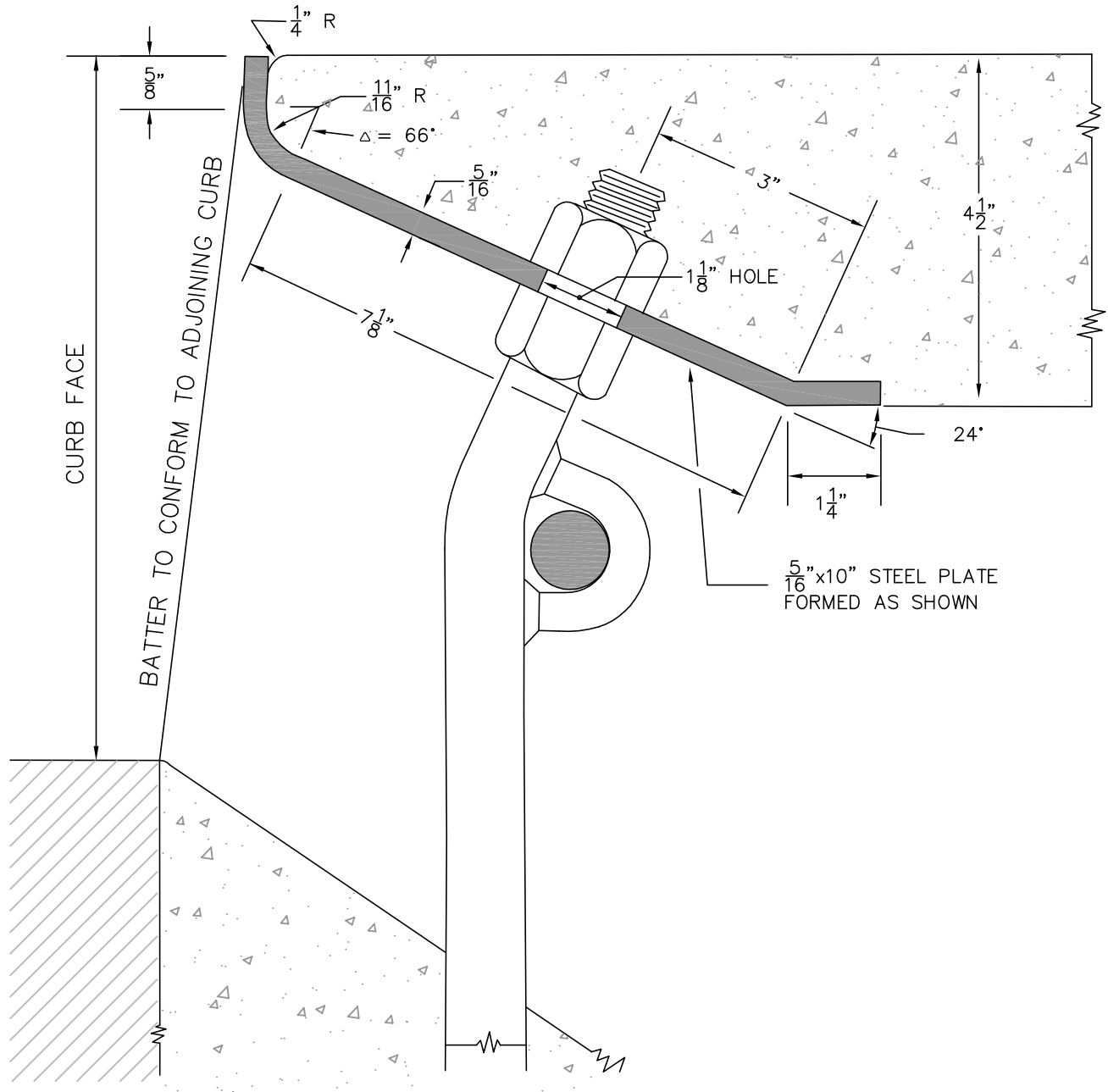
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CLINT QUILTER - Director

CATCH BASIN - NOTES

D-109A



NOTES:

1. FABRICATION DETAIL FOR CATCH BASIN INLETS. PLATE SHALL BE CONSTRUCTED FROM  $\frac{5}{16}$ "x10" UNIVERSAL MILL PLATE.
2. FOR ANCHORAGE AND OTHER DETAILS, SEE STD. D-109.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

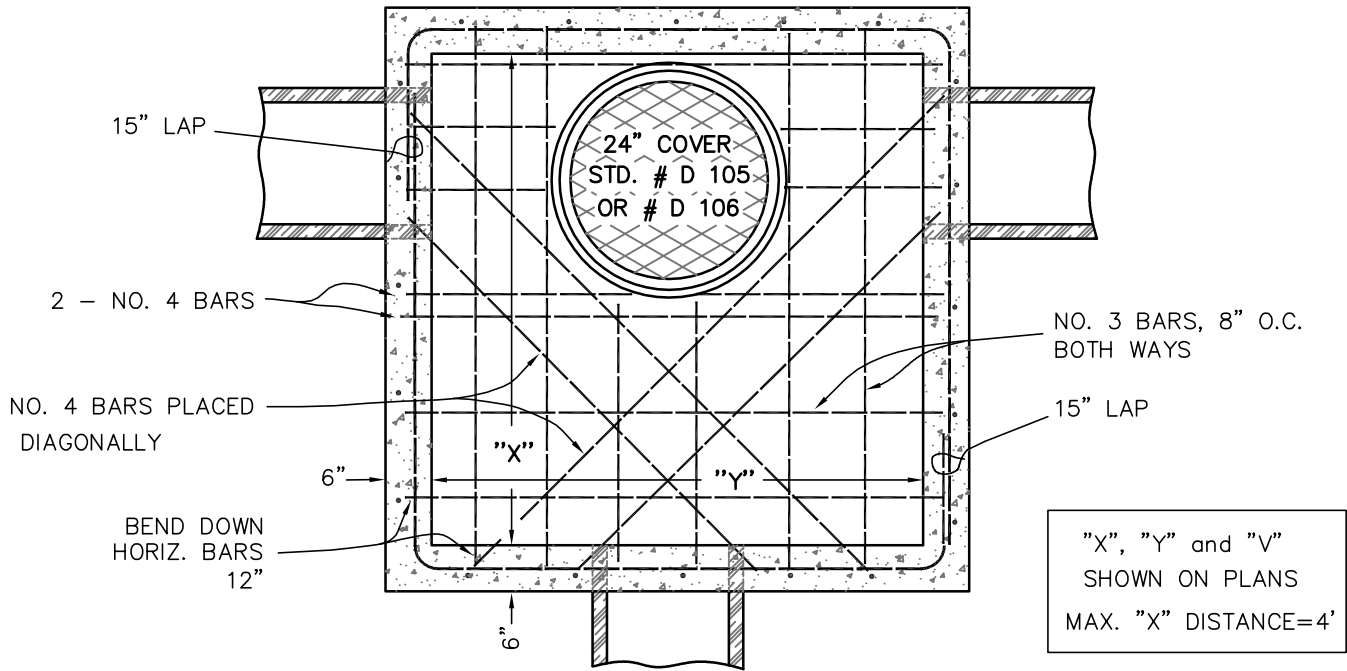
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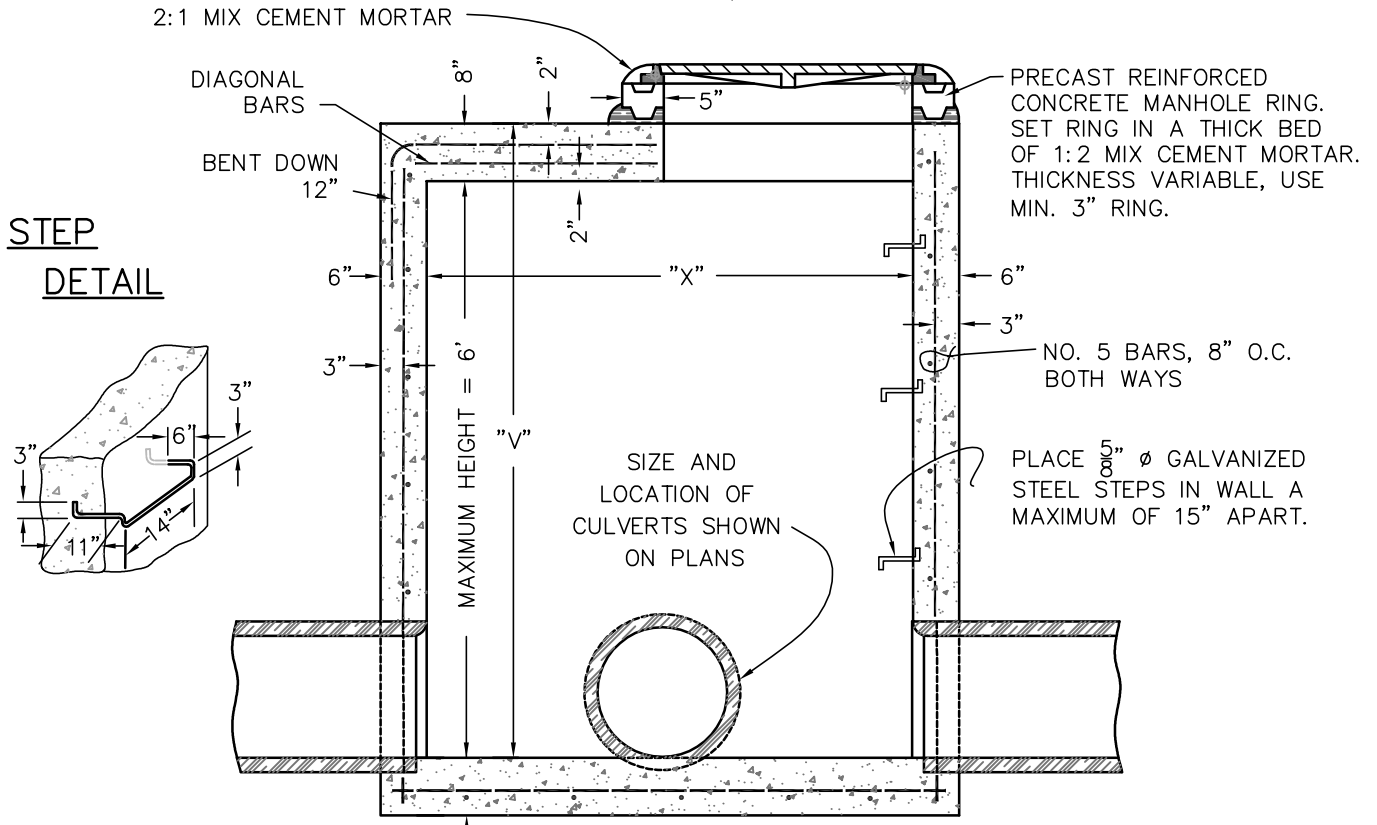
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CATCH BASIN - PLATE DETAIL

**D-109B**



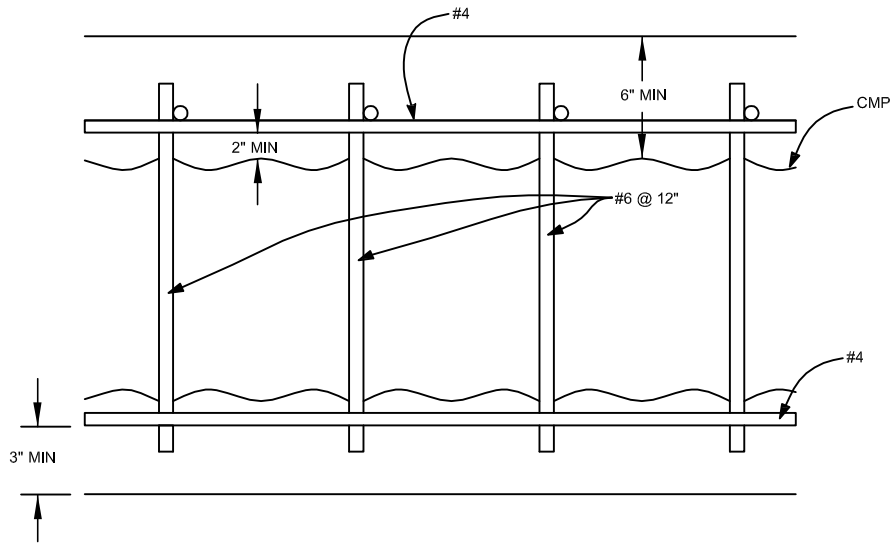
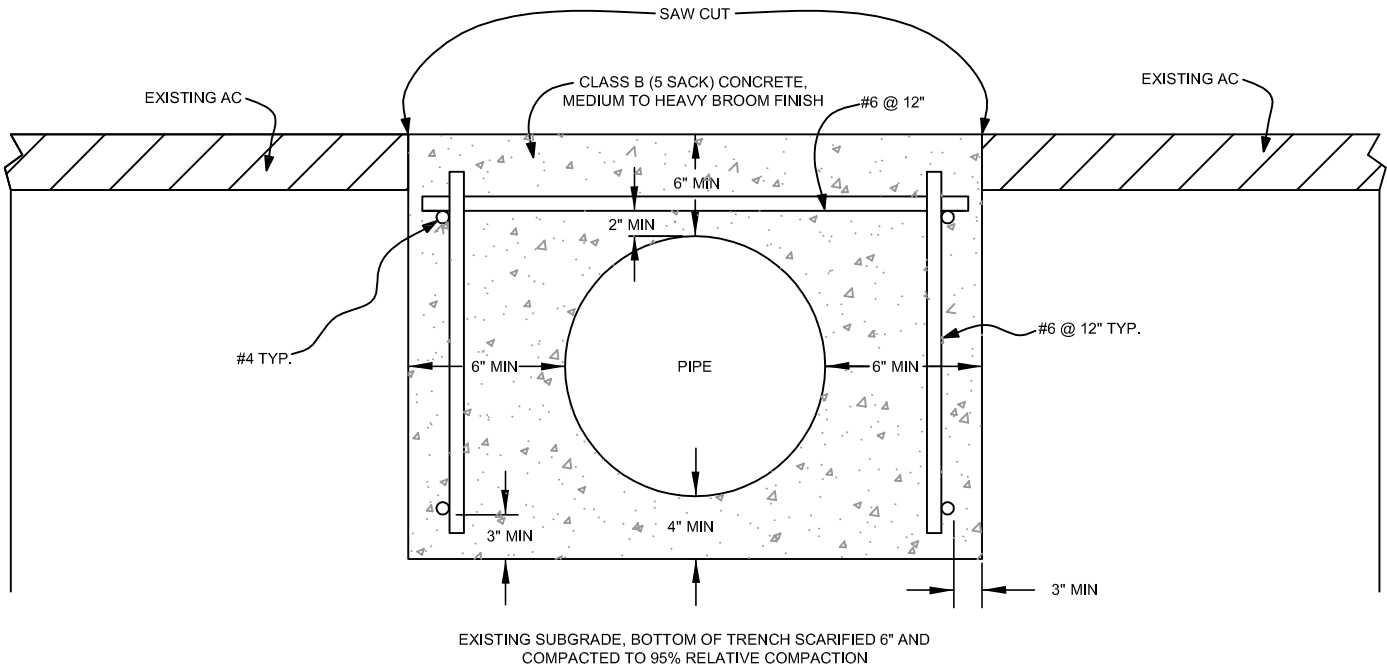
"X", "Y" and "V"  
SHOWN ON PLANS  
MAX. "X" DISTANCE=4'



**NOTES:**

1. STORM DRAIN CLEANOUT SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE.
2. CLEARANCE FROM I.D. OF PIPE TO CLEANOUT WALL SHALL BE 4" MIN.
3. APPROVED PRECAST MANHOLE SHAFT RINGS WILL BE ACCEPTED IN LIEU OF CAST IN PLACE SHAFT.

CMP INSTALLATION WHERE COVER IS LESS THAN 1 FOOT BUT AT LEAST 6 INCHES. CMPs SHALL NOT BE INSTALLED WHEN AT LEAST 6 INCHES OF COVER CAN NOT BE ACHIEVED



NO SCALE

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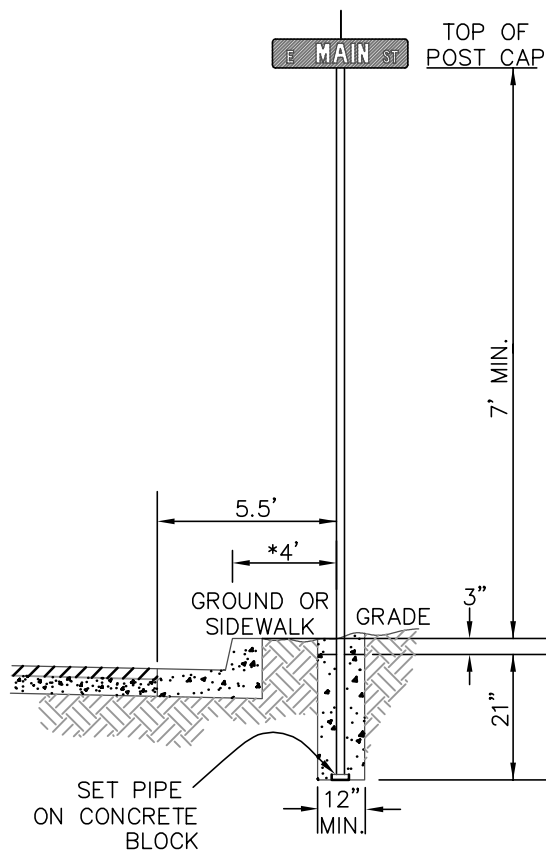
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CLINT QUILTER - Director

CULVERT BURIAL  
LESS THAN 1' COVER

D-111

# SECTION RS

ROAD SIGN AND MARKERS



4" LEGEND WITH 2" OR 2 $\frac{1}{2}$ " ABBREVIATIONS. WHITE REFLECTORIZED LETTERING ON GREEN REFLECTORIZED BACKGROUND.

\*

### NOTES:

- DESIGN: EACH FOUR-WAY UNIT SHALL CONSIST OF TWO DOUBLE FACED SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES.
- BRACKET ASSEMBLY: THE POST CAP, SHALL BE MADE TO MOUNT TO A 2 $\frac{3}{8}$ " O.D. THIN WALL GALVANIZED PIPE. A HAWKINS CO. V14-PL107 POST CAP AND HAWKINS CO. V14F(S)-PL105-90 CROSS PIECE OR APPROVED EQUIVALENT SHALL BE USED.
- MATERIALS: SIGNS SHALL BE 6" BY VARY LENGTH, 0.125 GA. ALUMINUM PLATE WITH GREEN ENGINEER GRADE REFLECTIVE SHEETING APPLIED TO BOTH SIDES.
- FINISH: SIGN FACES SHALL BE SCOTCHLITE REFLECTIVE SHEETING OR APPROVED EQUIVALENT. THE TRANSPARENT SCREEN PROCESS COLOR SHALL BE APPLIED AS RECOMMENDED BY THE MANUFACTURER.
- LETTERING: STREET NAME LEGEND LETTERING SHALL BE 4" HIGH AND ABBREVIATIONS 2" OR 2 $\frac{1}{2}$ " HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER A 24" OR 30" SPACE. THE LETTERING SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION.
- OTHER: LAMP POLE MOUNTED BRACKETS MAY BE USED AS APPROVED IN PLANS. USE HAWKINS CO. V14-PL-WB OR APPROVED EQUIVALENT. USE STAINLESS STEEL STRAPPING CLAMPS TO ATTACH BRACKET TO LAMP POLE.

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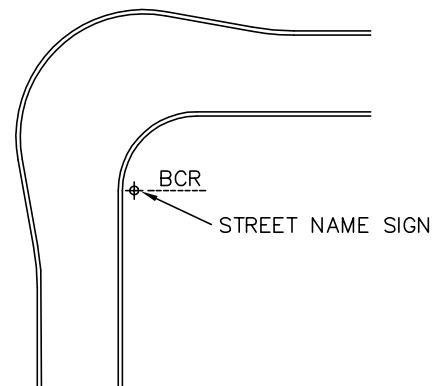
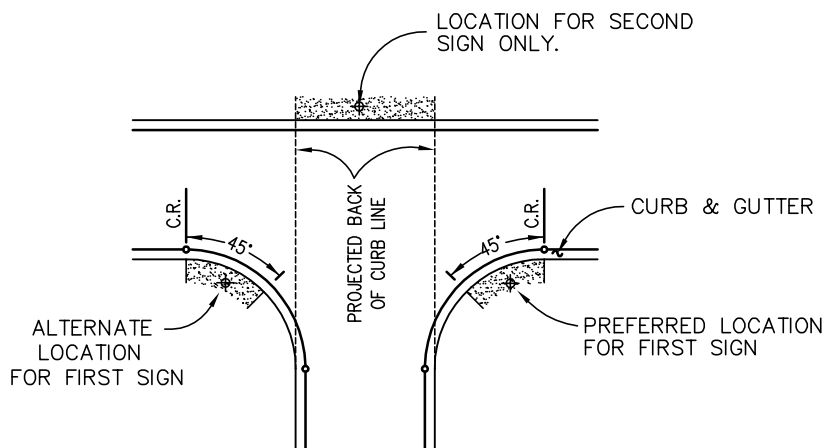
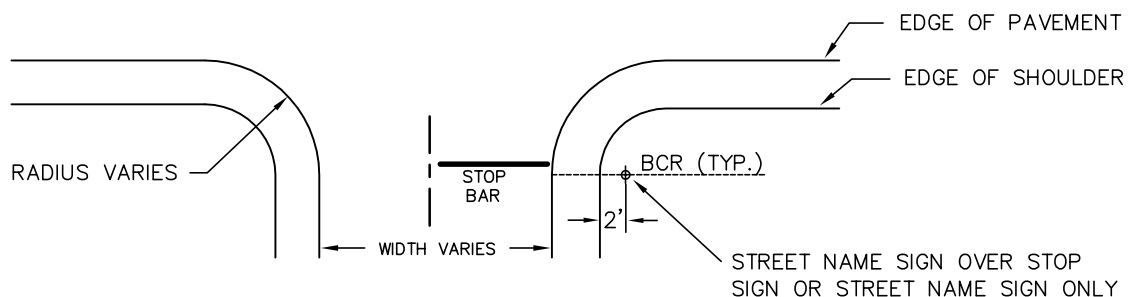
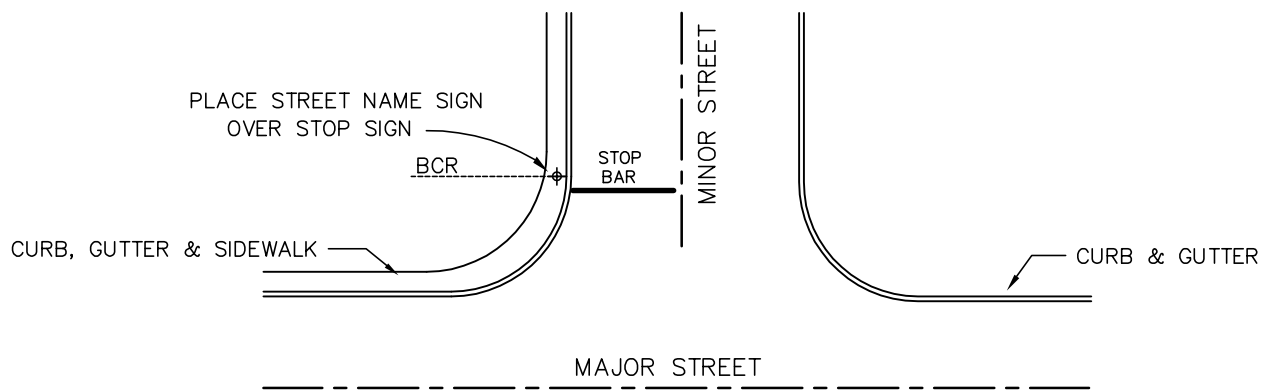
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CLINT QUILTER - Director

STREET NAME SIGN  
DETAILS & SPECIFICATIONS

RS-100



"T" INTERSECTION

"L" INTERSECTION

**NOTES:**

1. WHERE CURB AND GUTTER EXIST, LOCATE STREET NAME SIGN APPROXIMATELY 1 FT. INSIDE CURB AT THE END OF THE CURB RETURN. WHERE CURB AND GUTTER ARE NOT PRESENT, LOCATE STREET NAME SIGNS APPROXIMATELY 2 FT. INSIDE THE EDGE OF SHOULDER.
2. STREET NAME SIGNS SHALL BE SET WITHIN THE COUNTY RIGHT OF WAY.
3. STREET NAME SIGNS ARE TO BE VISIBLE FROM A DISTANCE OF 150 FEET.
4. IF EITHER ROAD IS DIVIDED INTO 4 OR MORE LANES, ADDITIONAL STREET NAME SIGNS WILL BE REQUIRED.
5. LOCATIONS SHOWN ARE APPROXIMATE. LOCAL CONDITIONS MAY CHANGE ACTUAL PLACEMENT LOCATIONS.

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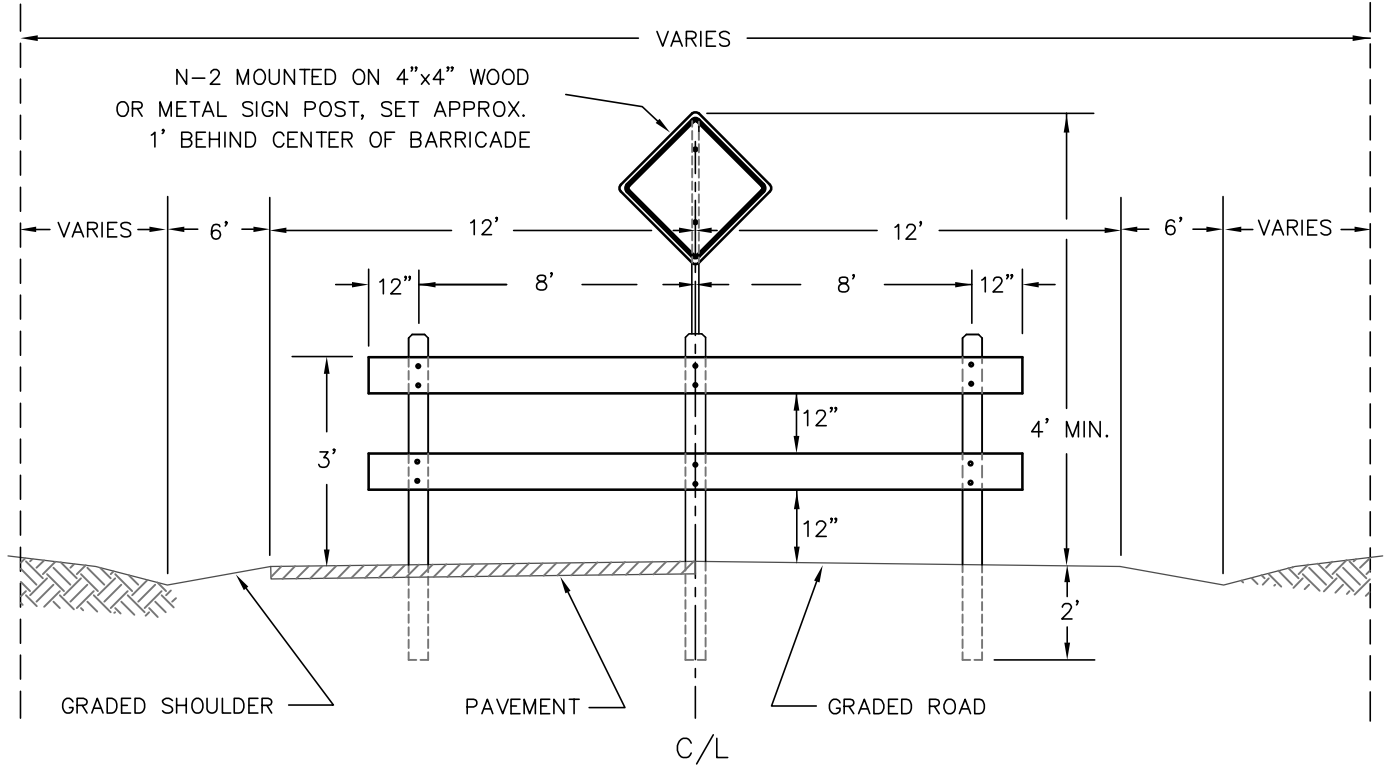
STREET NAME SIGN PLACEMENT

RS-101



R/W

R/W



| WIDTH OF TRAVELED WAY | NUMBER OF EIGHT FOOT SECTIONS | TOTAL LENGTH OF PANELS |
|-----------------------|-------------------------------|------------------------|
| 20' ALLEY; 24'        | 2                             | 18'-0"                 |
| 36'                   | 4                             | 34'-0"                 |
| 44'                   | 5                             | 42'-0"                 |
| 64'                   | 7                             | 58'-0"                 |
| DESERT ROAD           | VARIES                        | VARIES                 |

### NOTES:

1. USE CHAMFERED 6"x6" S4S POSTS. ALL LUMBER BELOW GROUND LEVEL SHALL BE PRESSURE TREATED FIR OR HEART REDWOOD. TWO CROSS PLANKS SHALL BE 2"x6" CONSTRUCTION GRADE FIR.
2. BARRICADE MATERIALS AND N-2 REFLECTOR SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS 57-2 AND CA MUTCD 2014.
3. ALL EXPOSED WOOD SURFACES SHALL BE GIVEN 3 BRUSH COATS OF EXTERIOR WHITE PAINT, CONSISTING OF ONE APPLICATION OF PRIMER AND 2 FINISH COATS. PAINTING WILL CONFORM WITH CALTRANS STANDARD SPECIFICATIONS 59-4 AND 91-3.
4. USE  $\frac{3}{8}$ " CARRIAGE BOLTS, CUT WASHERS AND NUTS TO ATTACH CROSS PLANKS TO POSTS.

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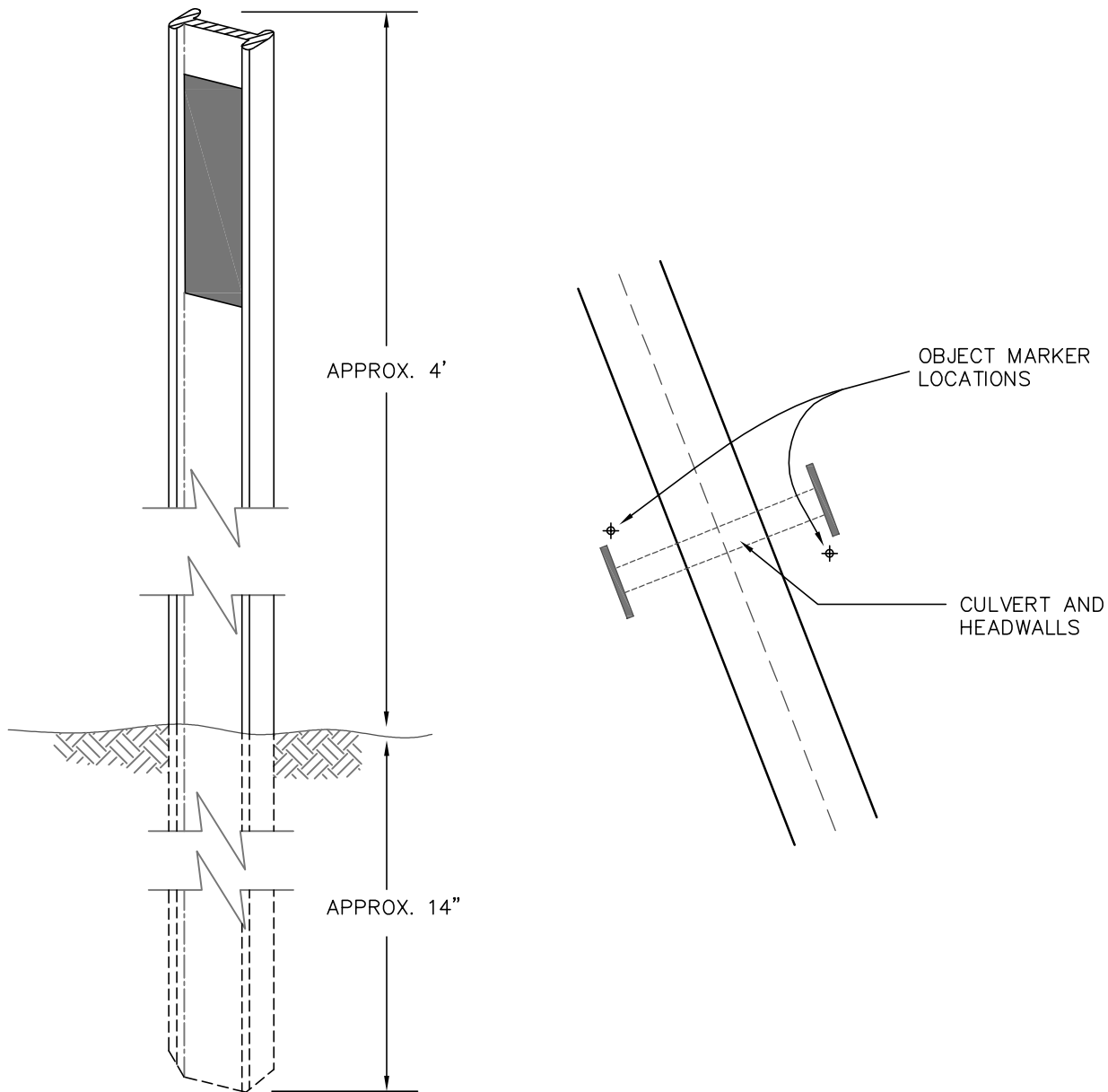
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*Clint Quilter*  
CLINT QUILTER - Director

TIMBER BARRICADE

RS-102



**NOTES:**

1. WHITE 3.3"x62" COMPOSITE CARSONITE MARKERS SHALL BE USED TO MARK OBJECTS. MARKERS ARE TO BE DRIVEN APPROX. 14" INTO GROUND. AN APPROX. 2.5"x12" STRIP OF ORANGE TYPE 2 REFLECTIVE TAPE, CONFORMING TO CALTRANS SPECIFICATION, SHALL BE APPLIED TO BOTH SIDES OF THE MARKER, NEAR THE TOP OF THE MARKER.
2. MARKERS ARE TO BE PLACED IN PROXIMITY TO THE OBJECT, SUCH AS A CULVERT OR CURB, AND LOCATED ON THE ROADWAY SIDE OF THE OBJECT, PERPENDICULAR TO THE ROADWAY AND LOCATED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS.
3. METAL MARKERS THAT CONFORM WITH CALTRANS STANDARD SPECIFICATIONS MAY BE USED.

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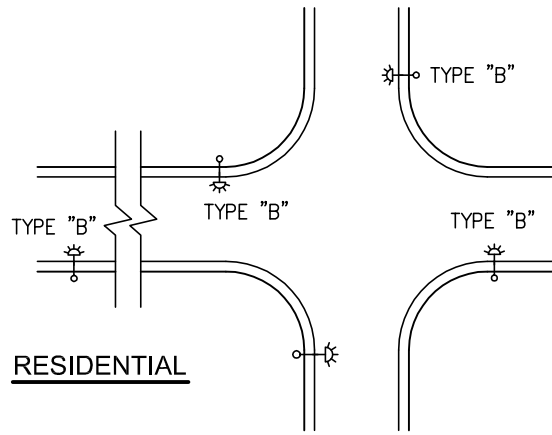
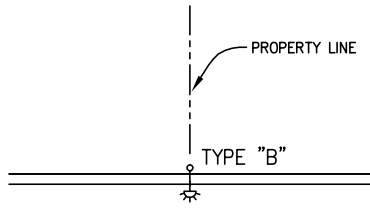
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 CLINT QUILTER - Director

OBJECT MARKERS

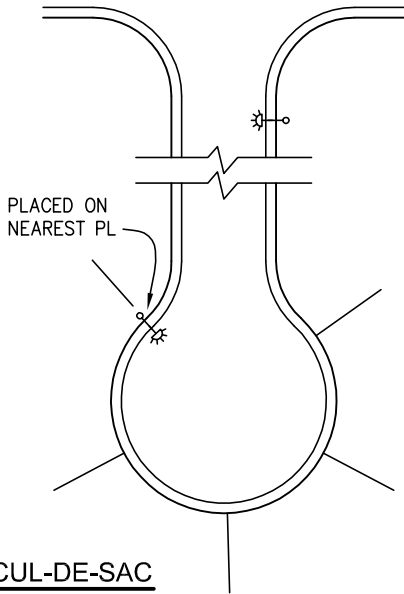
RS-103

# SECTION ES

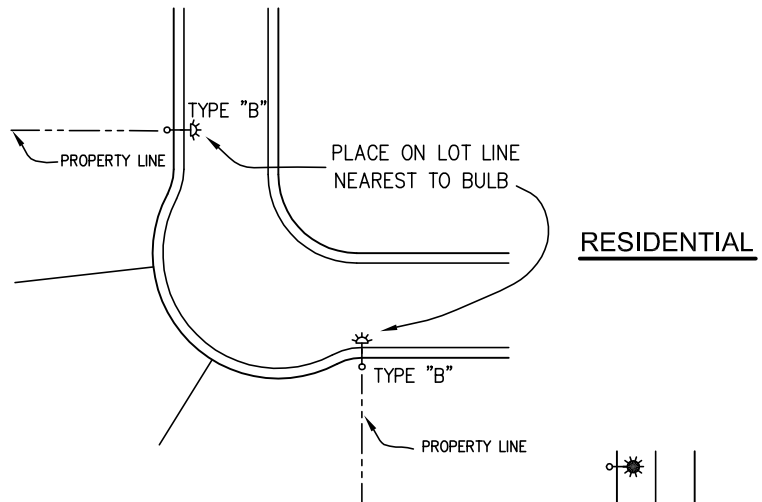
LIGHTNING AND ELECTRICAL SYSTEMS



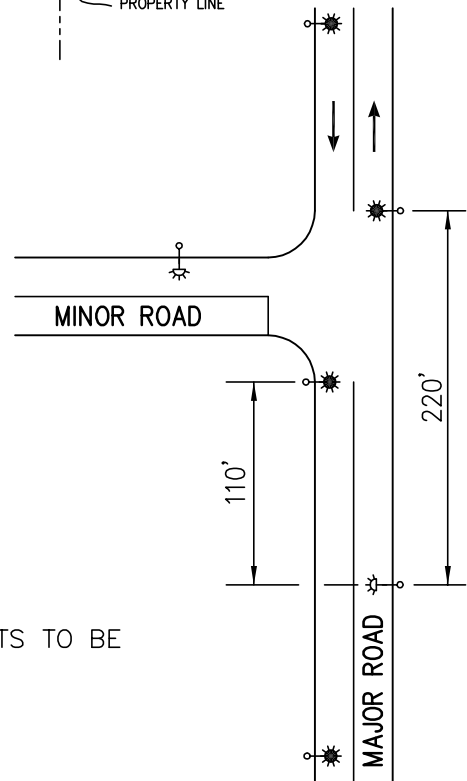
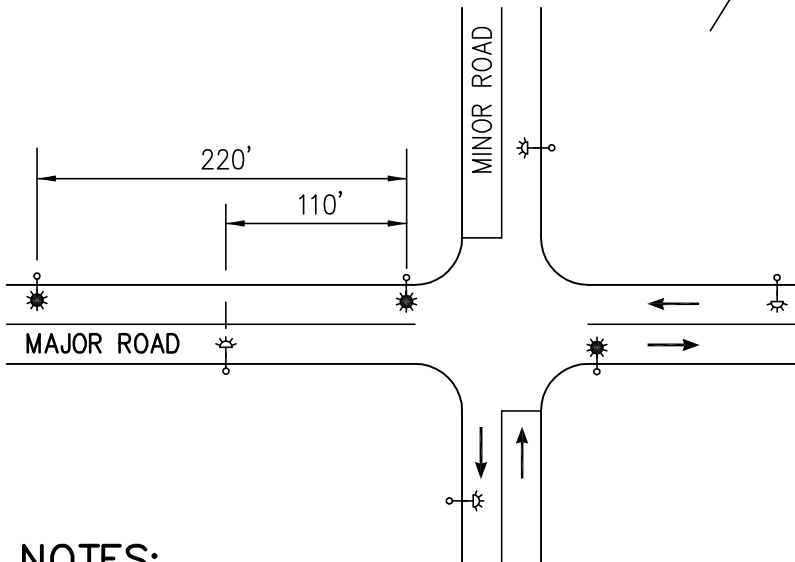
**RESIDENTIAL**



**CUL-DE-SAC**



**RESIDENTIAL**



**NOTES:**

1. LIGHTING UNITS TO BE LOCATED ON THE TANGENT, APPROXIMATELY 3' FROM THE CURB RETURN. OTHER UNITS TO BE SPACED AS SPECIFIED IN STD. ES-101.

☼ UNIT REQUIRED FOR PARTIAL LIGHTING

☼ ADDITIONAL UNITS FOR CONTINUOUS LIGHTING

**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

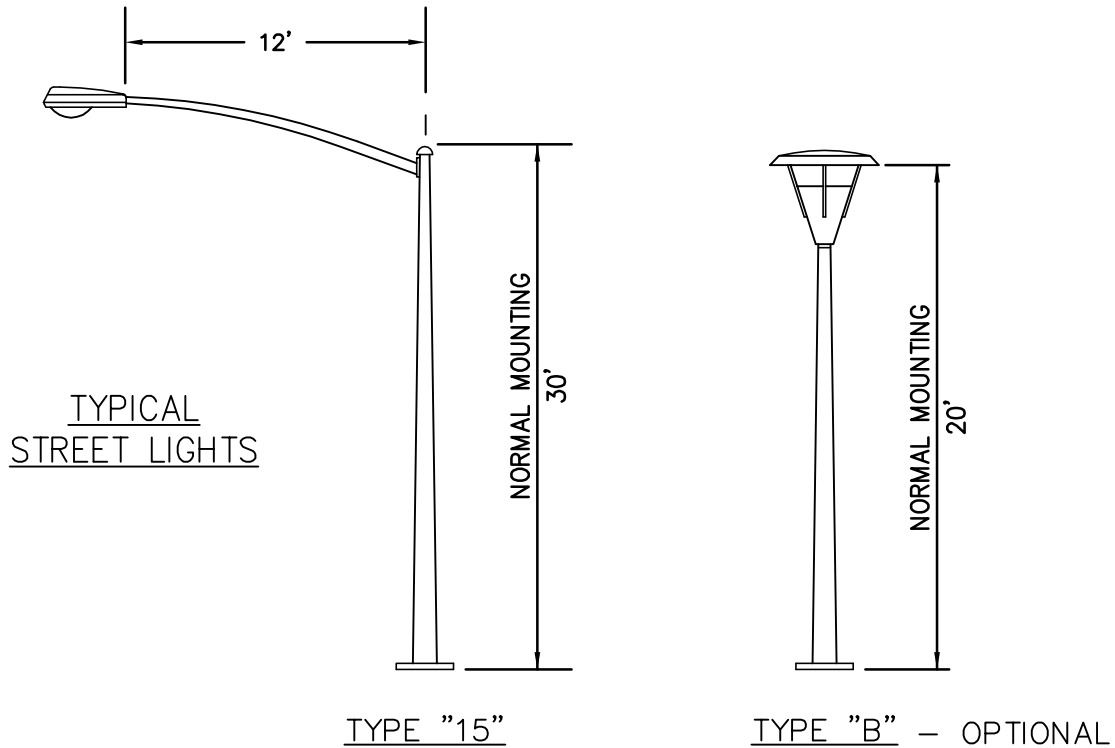
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*Clint Quilter*  
CLINT QUILTER - Director

**STREET LIGHTING  
PLACEMENT LOCATIONS**

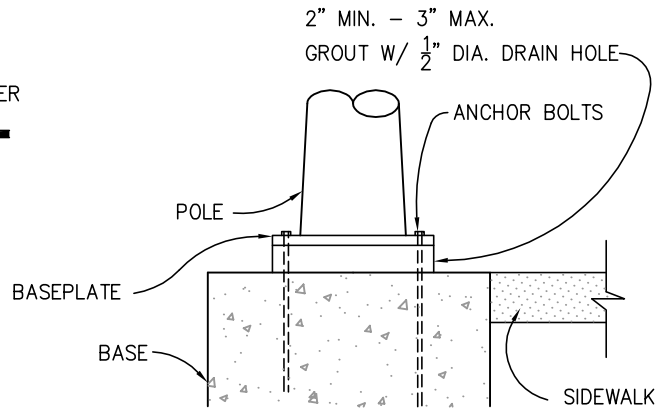
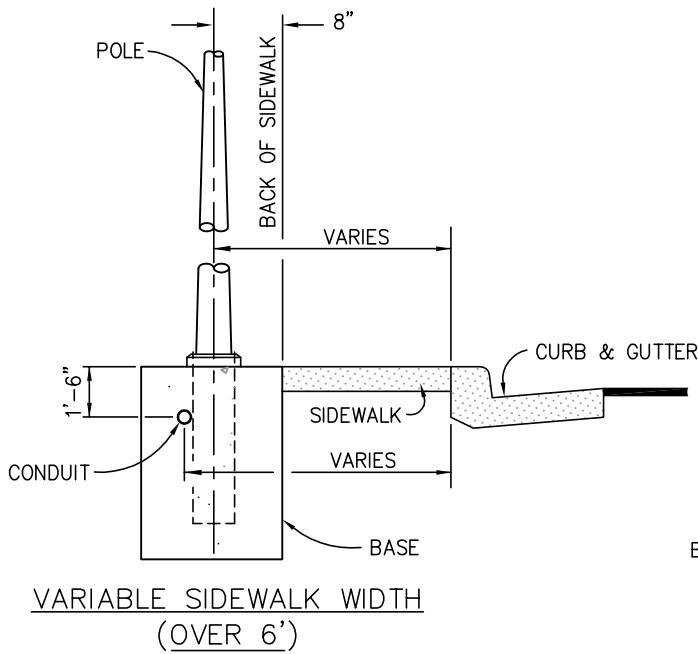
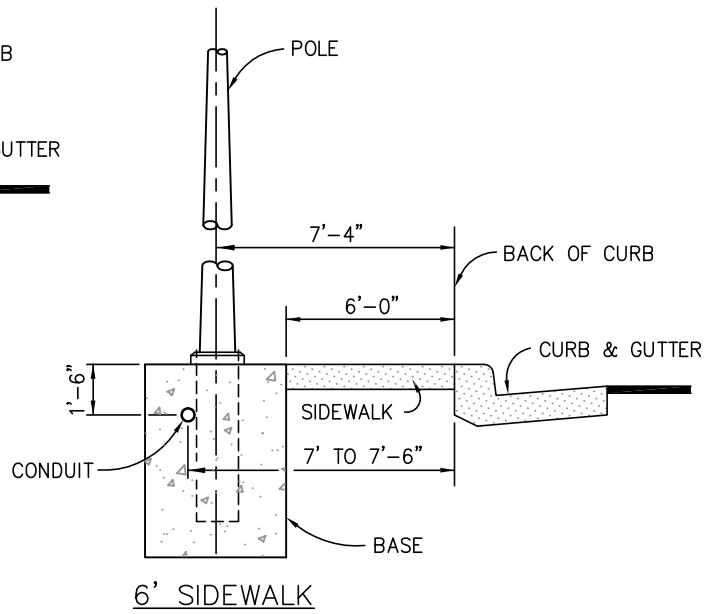
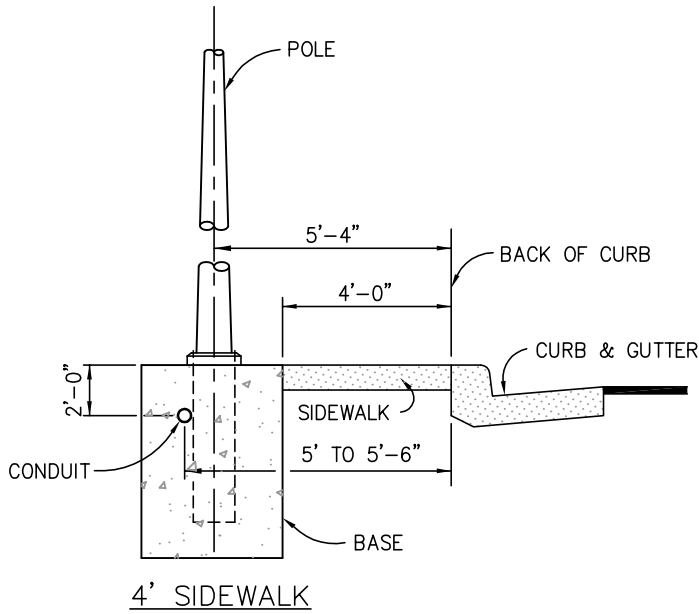
**ES-100**



| STREET CLASSIFICATION | ST. TYPE & R/W WIDTH | TYPE STREET LIGHT | NORMAL MOUNTING HEIGHT | HIGH PRESSURE SODIUM LAMP WATTAGE | AVERAGE MAINTAINED FOOT-CANDLE | FRONT ON LOT            | FRONT LOT OFF |
|-----------------------|----------------------|-------------------|------------------------|-----------------------------------|--------------------------------|-------------------------|---------------|
|                       |                      |                   |                        |                                   |                                | SPACING (ONE SIDE ONLY) |               |
| ARTERIAL              | 80'                  | 15                | 30'                    | 150W                              | .40                            | 220'                    | 250'          |
|                       |                      |                   |                        |                                   |                                | SPACING (BOTH SIDES)    |               |
| COLLECTOR             | 66'                  | 15                | 30'                    | 150W                              | .29                            | 180'                    |               |
| INDUSTRIAL COMMERCIAL | 60'                  | 15                | 30'                    | 150W                              | .26                            | 220'                    |               |
| LOCAL STREET          | 50'                  | 15, B             | 30', 20'               | 150W, 100W                        | .14                            | 220', 200'              |               |
| CUL-DE-SAC            | 60'                  | 15, B             | 30', 20'               | 150W, 100W                        | .12                            | 240'                    |               |

NOTES:

1. LAMP WATTAGE SHOWN IS FOR HIGH PRESSURE SODIUM LAMP ONLY. DESIGN CRITERIA MUST BE SUBMITTED FOR ALL OTHER LAMPS.
2. SPACING MAY BE ADJUSTED ±10% TO ALLOW FOR DRIVEWAYS.
3. POLE HUNG LIGHT STANDARDS MAY BE USED AS APPROVED IN PLANS.
4. THERE SHALL BE PROVIDED AND MAINTAINED AT LEAST 0.2 FOOT-CANDLES OF ILLUMINATION ON THE AREA NORMALLY BOUNDED BY THE CROSSWALKS AT INTERSECTIONS.



NOTES:

1. STREET LIGHTING ELECTRICAL WIRING AND CONDUIT SHALL CONFORM TO NEC AND UBC STANDARDS.
2. MINIMUM CONDUIT COVER SHALL BE 18" IN PARKING LOTS AND 30" IN STREETS, BEGINNING AT THE GUTTER FLOW LINE.
3. POLE FOOTING SHALL CONFORM WITH THE MOST CURRENT CALTRANS STANDARD SPECIFICATIONS AND THE POLE MANUFACTURER'S RECOMMENDATIONS.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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APPROVED BY: JA

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CLINT QUILTER - Director

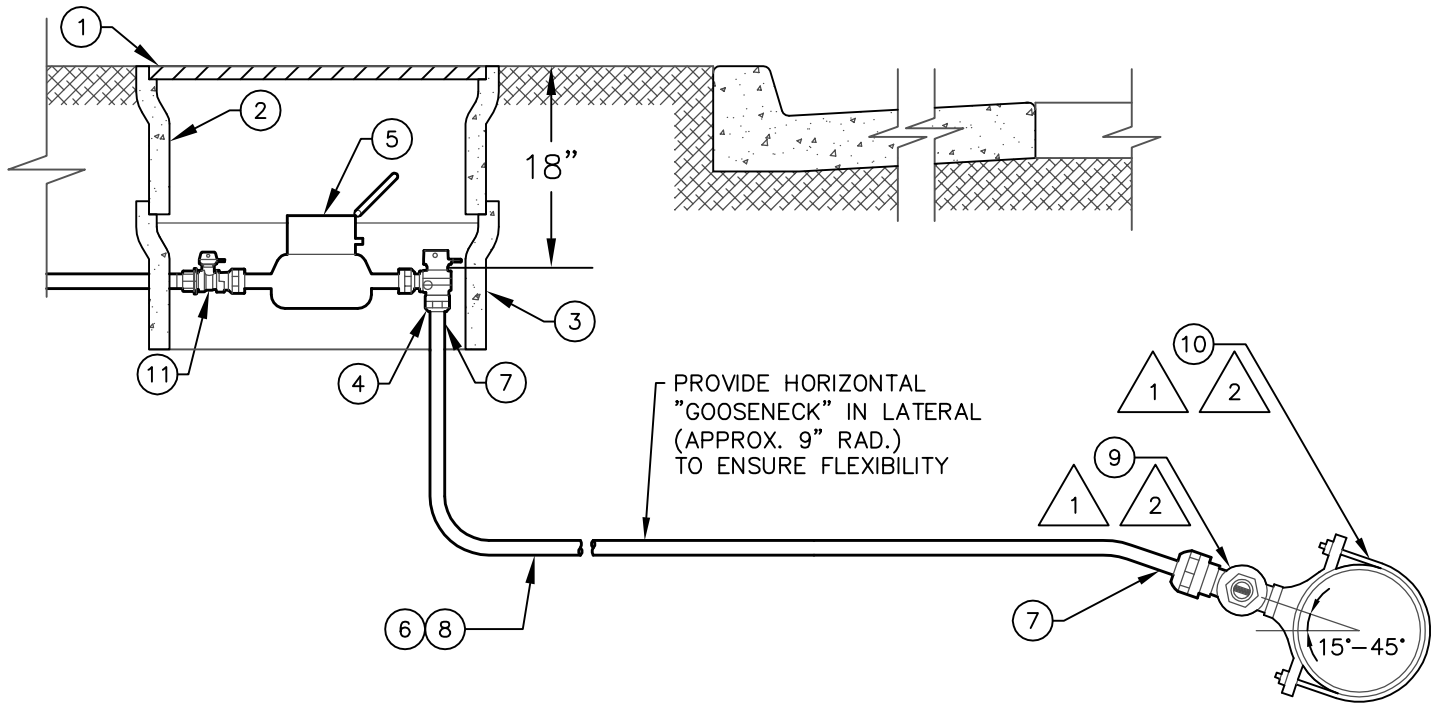
STREET LIGHTING  
BASE DETAIL

ES-102

# SECTION W

WATER SYSTEMS

# 1 INCH SERVICE

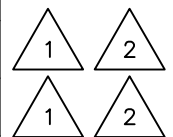


**NOTES:**

- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-1" CORP
- 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-1" CORP.
- 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                    | MFR     | PART#      |
|------|------|--------------------------------------------------------------------------------|---------|------------|
| 1    | 1    | METER BOX LID, 0.25" DIAMOND PLATE, 14.25" x 24.75" SOLID ON TOP               | EISEL   | W500DP     |
| 2    | 1    | METER BOX 12" x 22" I.D., WITH 0.25" WIRE REINFORCED RIM                       | EISEL   | W500MB     |
| 3    | 1    | BOX EXTENSION                                                                  | EISEL   | W500MB     |
| 4    | 1    | 1" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N                 | MUELLER | B-24276N-3 |
| 5    | 1    | 0.75"x1" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, NSF-61 | NEPTUNE | T10        |
| 6    | VAR. | 1" TUBING, TYPE K COPPER OR CTS POLYETHELYNE, CLASS 200 AWWA/NSF               | --      | --         |
| 7    | 2    | LINER INSERTS FOR CTS POLY TUBE                                                | MUELLER | 504385     |
| 8    | VAR. | PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS                        | --      | --         |
| 9    | 1    | 1" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE               | MUELLER | --         |
| 10   | 1    | SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD                               | MUELLER | --         |
| 11   | 1    | 1" BALL STRAIGHT METERVALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG                | MUELLER | B-24337N-3 |



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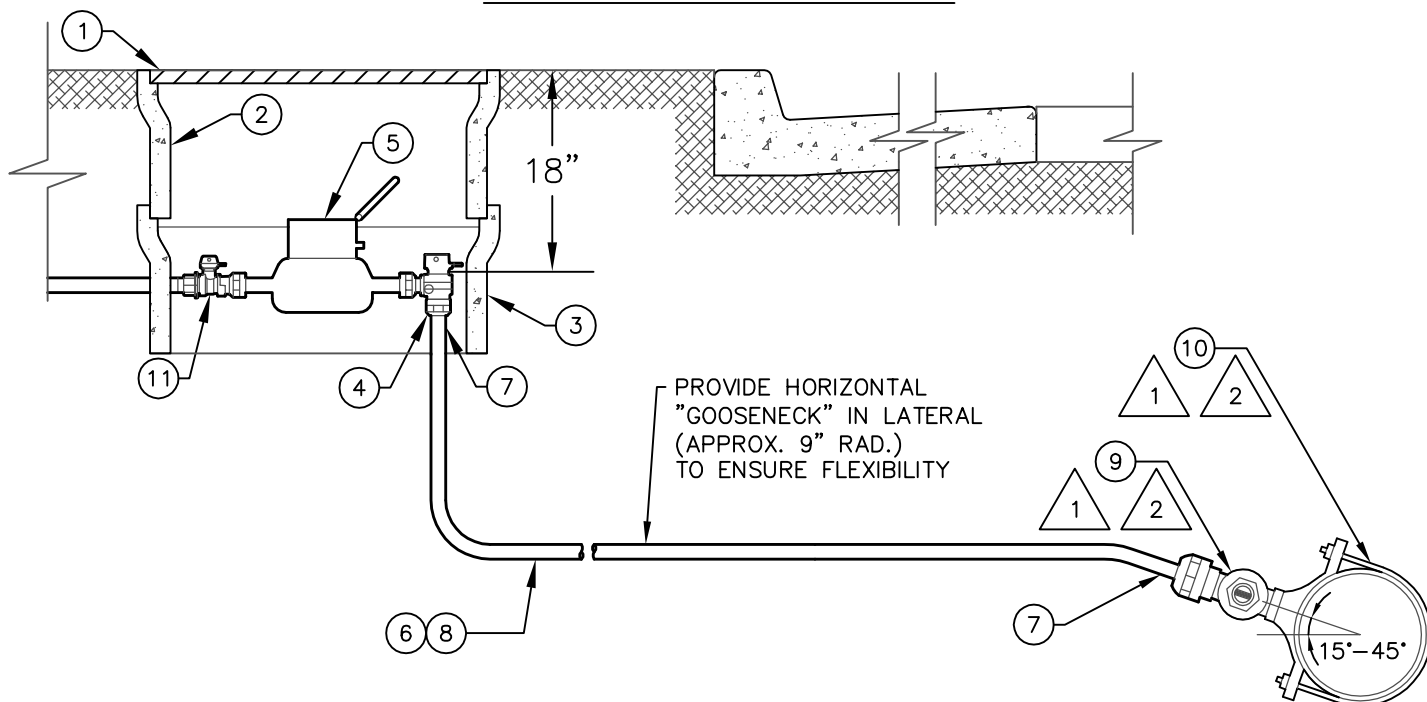
*Clint Quilter*  
 CLINT QUILTER - Director

**1 INCH SERVICE INSTALLATION**

W-100



# 1.5 INCH SERVICE

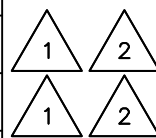


**NOTES:**

- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-1.5" CORP
- 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-1.5" CORP.
- 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                | MFR     | PART#      |
|------|------|----------------------------------------------------------------------------|---------|------------|
| 1    | 1    | METER BOX LID, 0.25" DIAMOND PLATE, 16.25" x 27"                           | EISEL   | W50TDP     |
| 2    | 1    | METER BOX 14.25" x 25" I.D., WITH 0.25" WIRE REINFORCED RIM                | EISEL   | W50TMB     |
| 3    | 1    | BOX EXTENSION                                                              | EISEL   | W50TEX     |
| 4    | 1    | 1.5" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N           | MUELLER | B-24276N-3 |
| 5    | 1    | 1.5" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, NSF-61 | NEPTUNE | T10        |
| 6    | VAR. | 1.5" TUBING, TYPE K COPPER OR CTS POLYETHELYNE, CLASS 200 AWWA/NSF         | --      | --         |
| 7    | 2    | LINER INSERTS FOR CTS POLY TUBE                                            | MUELLER | 506139     |
| 8    | VAR. | PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS                    | --      | --         |
| 9    | 1    | 1.5" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE         | MUELLER | --         |
| 10   | 1    | SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD                           | MUELLER | --         |
| 11   | 1    | 1.5" BALL STRAIGHT METERVEALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG         | MUELLER | B-24337N-3 |



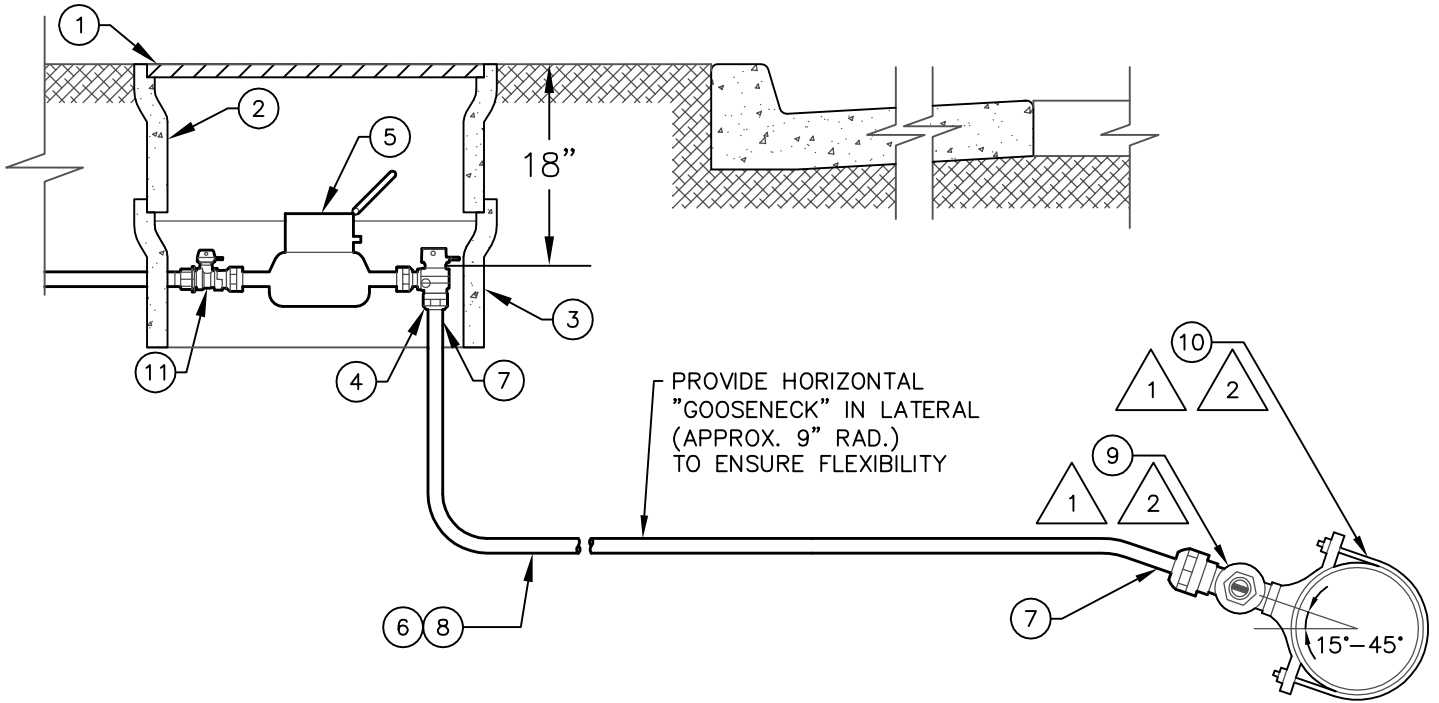
**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015  
 DRAWN BY: TD  
 APPROVED BY: JA *Clint Quilter*  
 CLINT QUILTER - Director

**1.5 INCH SERVICE INSTALLATION**

W-101

# 2 INCH SERVICE

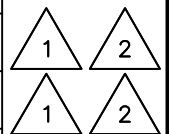


**NOTES:**

- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-2" CORP
- 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-2" CORP.
- 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

**MATERIAL LIST**

| ITEM                                                                               | QTY. | DESCRIPTION                                                                        | MFR     | PART#      |
|------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------|---------|------------|
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>  | 1    | METER BOX LID, 0.25" DIAMOND PLATE, 20.25" x 33.25"                                | EISEL   | W60TDP     |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">2</span>  | 1    | METER BOX 18.5" x 31" I.D., WITH $\frac{3}{8}$ " REBAR REINFORCED RIM, GALV FRAM   | EISEL   | W60TMB     |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">3</span>  | 1    | BOX EXTENSION                                                                      | EISEL   | W60TEX     |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span>  | 1    | 2" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N                     | MUELLER | B-24276N-3 |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">5</span>  | 1    | 2" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, 0.75"x1", NSF-61 | NEPTUNE | T10        |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">6</span>  | VAR. | 2" TUBING, TYPE K COPPER OR CTS POLYETHELYNE, CLASS 200 AWWA/NSF                   | --      | --         |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span>  | 2    | LINER INSERTS FOR CTS POLY TUBE                                                    | MUELLER | 506141     |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">8</span>  | VAR. | PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS                            | --      | --         |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">9</span>  | 1    | 2" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE                   | MUELLER | --         |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10</span> | 1    | SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD                                   | MUELLER | --         |
| <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">11</span> | 1    | 2" BALL STRAIGHT METERVALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG                    | MUELLER | B-24337N-3 |



**INYO COUNTY PUBLIC WORKS DEPT.**

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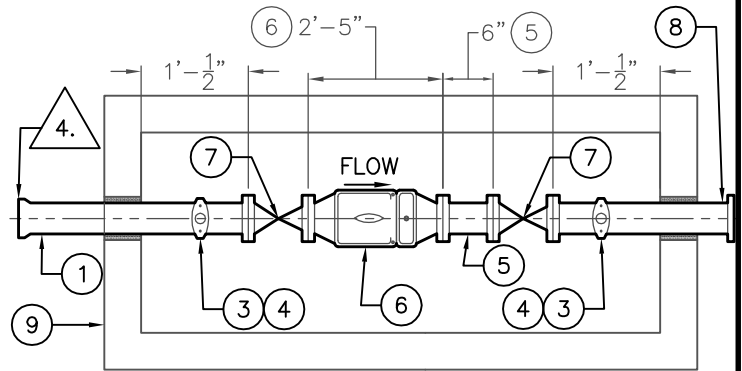
*Clint Quilter*  
 CLINT QUILTER - Director

**2 INCH SERVICE INSTALLATION**

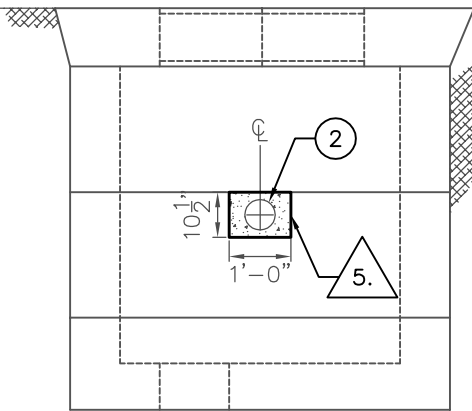
W-102

**NOTES:**

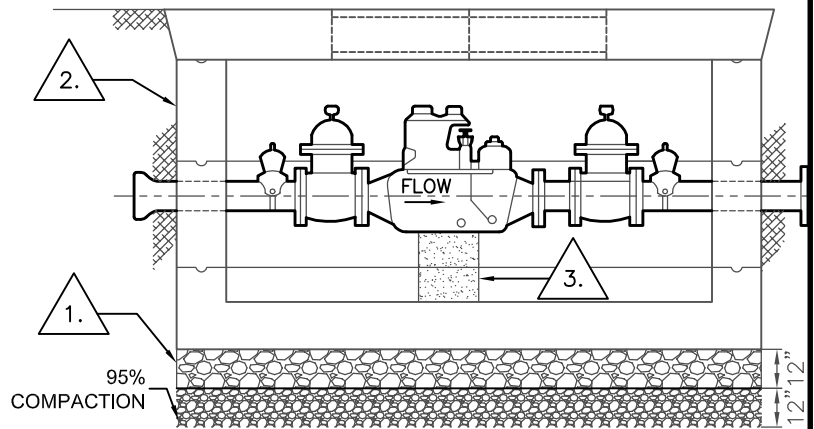
- 1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
- 2. VAULT AND ACCESSORIES
- 3. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
- 4. USE LOCKING GASKET WITH THE FLANGE/BELL ADAPTOR.
- 5. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
- 6. THIS DRAWING IS NOT TO SCALE.



**PLAN**



**INLET VIEW**



**ELEVATION**

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                                                    | MFR           | CODE          |
|------|------|----------------------------------------------------------------------------------------------------------------|---------------|---------------|
| ①    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM  | USPIPE, TYLER | ---           |
| ②    | -    | 0.5" FELT EXPANSION JOINT MATERIAL                                                                             | REFLECTIX     | EXP04050      |
| ③    | 2    | 4" SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD                                                            | MUELLER       | BR2B0474IP200 |
| ④    | 2    | 2" BALL CORP, BRONZE, MIPT x MIPT CONNECTION, W/ BRONZE CAP                                                    | MUELLER       | B-2969        |
| ⑤    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM                                       | USPIPE, TYLER | ---           |
| ⑥    | 1    | 4" COMP. METER AND STRAINER                                                                                    | ---           | ---           |
| ⑦    | 2    | 4" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509                         | MUELLER       | A-2360-6      |
| ⑧    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM | USPIPE, TYLER | ---           |
| ⑨    | 1    | 4'-0" X 6'-6" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS                                               | ---           | ---           |

②.

**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

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APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

**4" DOMESTIC METER SERVICE**

**W-103**

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**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

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APPROVED BY: JA

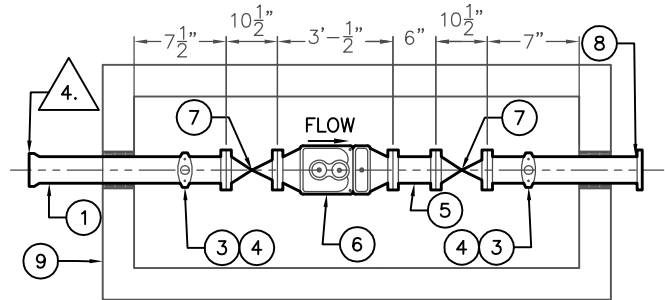
CLINT QUILTER – Director

[RESERVED]

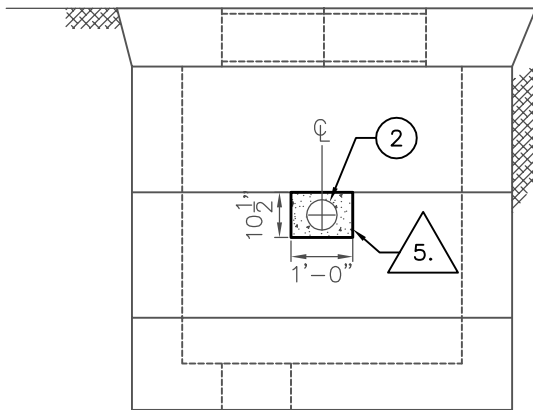
**W-104**

**NOTES:**

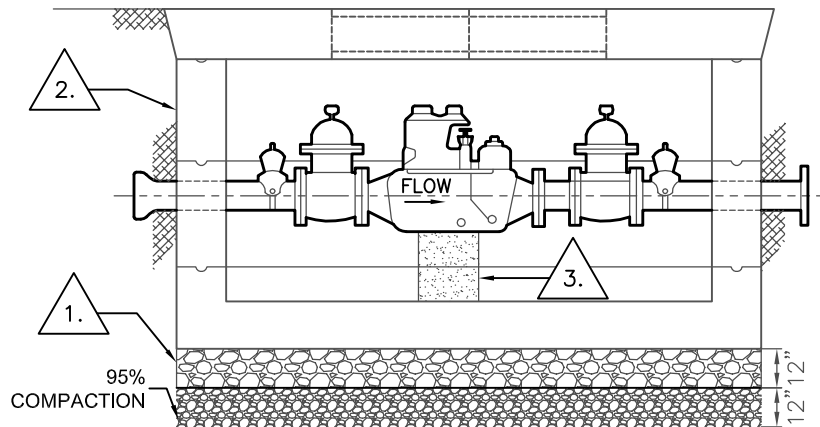
1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
2. VAULT AND ACCESSORIES
3. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
4. USE LOCKING GASKET WITH THE FLANGE/BELL ADAPTOR.
5. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
6. THIS DRAWING IS NOT TO SCALE.



**PLAN**



**INLET VIEW**



**ELEVATION**

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                                                    | MFR           | CODE          |
|------|------|----------------------------------------------------------------------------------------------------------------|---------------|---------------|
| ①    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM  | USPIPE, TYLER | ---           |
| ②    | -    | 0.5" FELT EXPANSION JOINT MATERIAL                                                                             | REFLECTIX     | EXP04050      |
| ③    | 2    | 6" SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD                                                            | MUELLER       | BR2B0684IP200 |
| ④    | 2    | 2" BALL CORP, BRONZE, MIPT x MIPT CONNECTION, W/ BRONZE CAP                                                    | MUELLER       | B-2969        |
| ⑤    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM                                       | ULFM          | ANSI/NSF-61   |
| ⑥    | 1    | 6" COMPOUND METER AND STRAINER                                                                                 | --            | ---           |
| ⑦    | 2    | 6" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509                         | MUELLER       | A-2360-6      |
| ⑧    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM | ---           | ---           |
| ⑨    | 1    | 4'-0" X 6'-6" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS                                               | ---           | ---           |



**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

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*Clint Quilter*  
CLINT QUILTER - Director

**6" DOMESTIC METER SERVICE**

**W-105**

**INTENTIONALLY  
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**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

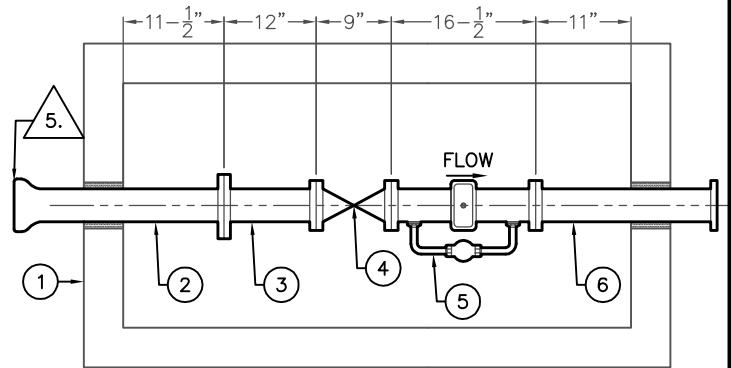
CLINT QUILTER – Director

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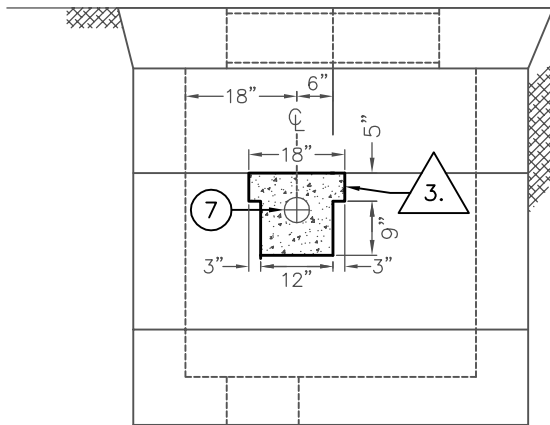
**W-106**

**NOTES:**

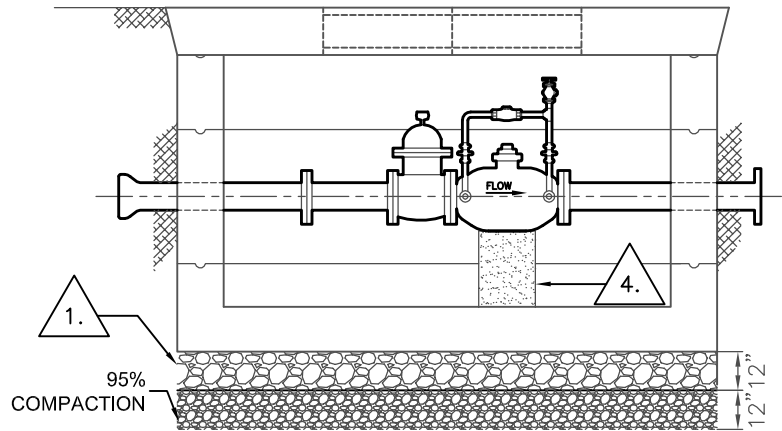
- 1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
- 2. VAULT AND ACCESSORIES
- 3. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
- 4. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
- 5. USE LOCKING GASKET
- 6. THIS DRAWING IS NOT TO SCALE.



**PLAN**



**INLET VIEW**



**ELEVATION**

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                                                    | MFR           | CODE     |
|------|------|----------------------------------------------------------------------------------------------------------------|---------------|----------|
| ①    | 1    | 4'-0" x 5'-0" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS                                               | ---           | ---      |
| ②    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM  | USPIPE, TYLER | ---      |
| ③    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM                                       |               |          |
| ④    | 1    | 4" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509                         | MUELLER       | A-2360-6 |
| ⑤    | 1    | DETECTOR CHECK METER                                                                                           | ---           | ---      |
| ⑥    | 1    | 4" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM | USPIPE, TYLER | ---      |
| ⑦    | VAR. | 0.5" FELT EXPANSION JOINT MATERIAL                                                                             | REFLECTIX     | EXP04050 |

②.

**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

**4" FIRE SERVICE METER**

**W-107**

**INTENTIONALLY  
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**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

CLINT QUILTER – Director

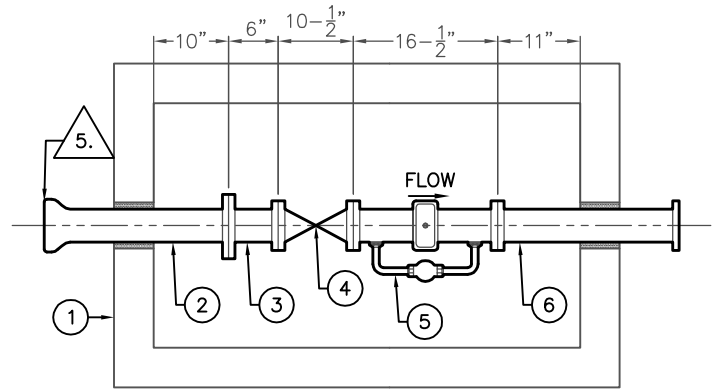
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**W-108**

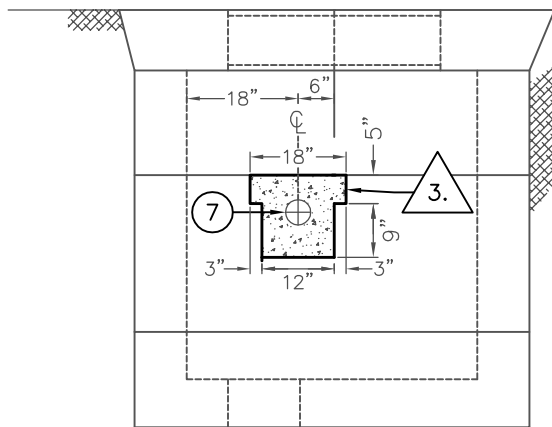


**NOTES:**

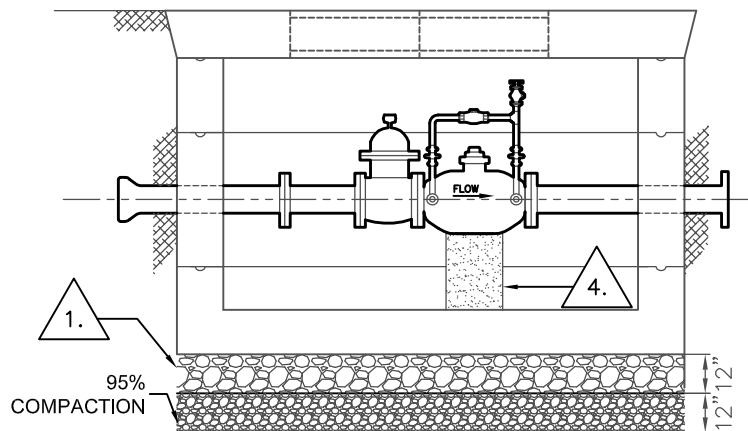
- 1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
- 2. VAULT AND ACCESSORIES
- 3. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
- 4. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
- 5. USE LOCKING GASKET
- 6. THIS DRAWING IS NOT TO SCALE.



**PLAN**



**INLET VIEW**



**ELEVATION**

**MATERIAL LIST**

| ITEM | QTY. | DESCRIPTION                                                                                                    | MFR           | CODE        |
|------|------|----------------------------------------------------------------------------------------------------------------|---------------|-------------|
| ①    | 1    | 4'-0" x 5'-0" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS                                               | ---           | ---         |
| ②    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM  | USPIPE, TYLER | ---         |
| ③    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM                                       | ULFM          | ANSI/NSF-61 |
| ④    | 1    | 6" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509                         | MUELLER       | A-2360-6    |
| ⑤    | 1    | DETECTOR CHECK METER                                                                                           | ---           | ---         |
| ⑥    | 1    | 6" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM | ---           | ---         |
| ⑦    | VAR. | 0.5" FELT EXPANSION JOINT MATERIAL                                                                             | RFLECTIX      | EXP04050    |



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CLINT QUILTER - Director

6" FIRE SERVICE METER

**W-109**

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[RESERVED]

**W-110**

# YARD HYDRANT

WOODFORD IOWA HYDRANT OR EQUAL

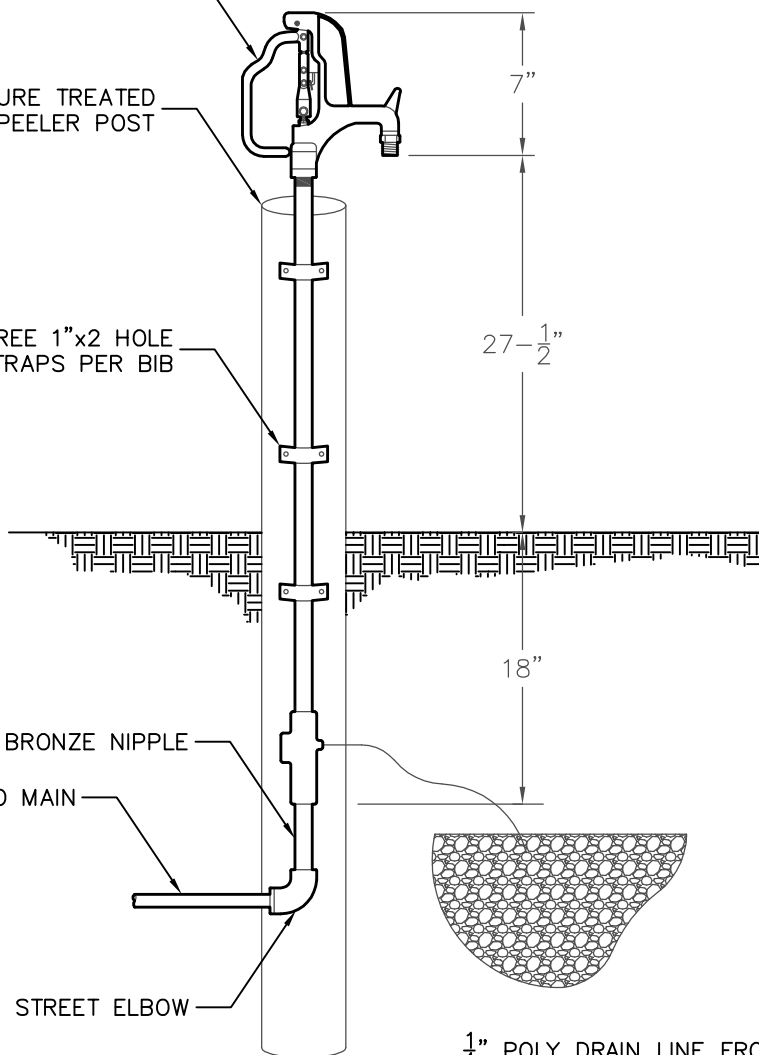
6" X 54" PRESSURE TREATED PEELER POST

MIN. OF THREE 1"x2 HOLE HEAVY STRAPS PER BIB

$\frac{3}{4}$ " BRONZE NIPPLE

1" COPPER TO MAIN

1" BRONZE STREET ELBOW



$\frac{1}{4}$ " POLY DRAIN LINE FROM HYDRANT, EXTENDING INTO ROCK FILLED AREA WITH 2 FT OF  $\frac{3}{4}$ " TO  $\frac{1}{2}$ " CLEAN ROCK. COVER WITH 10 MIL. POLY SHEETING.

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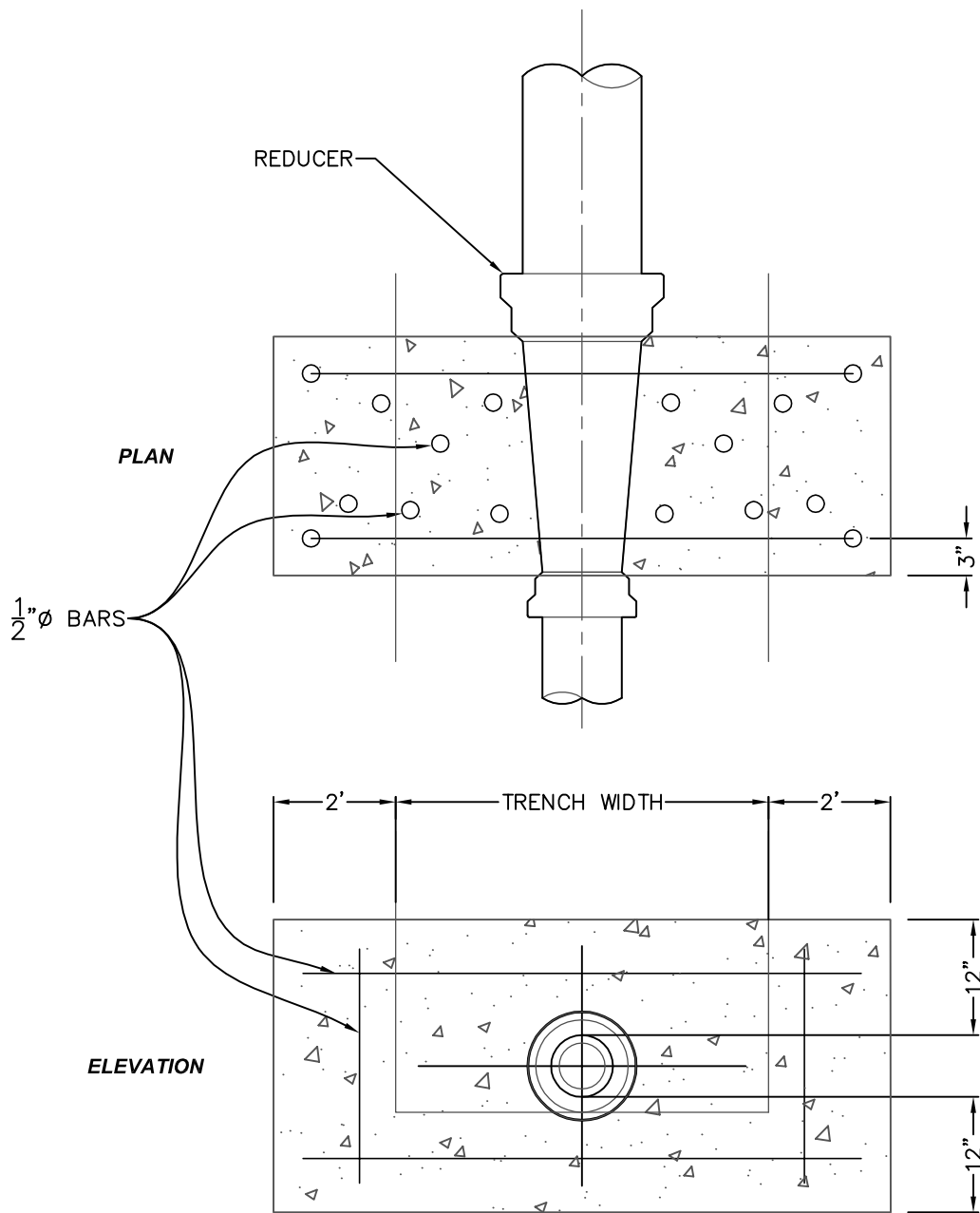
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CLINT QUILTER - Director

YARD HYDRANT DETAIL

W-111



**NOTES:**

1. CONCRETE SHALL BE 3000 PSI CONCRETE BEARING AGAINST UNDISTURBED SOIL.
2. ENSURE ALL NUTS AND BOLTS CLEAR OF CONCRETE AND OPERABLE.

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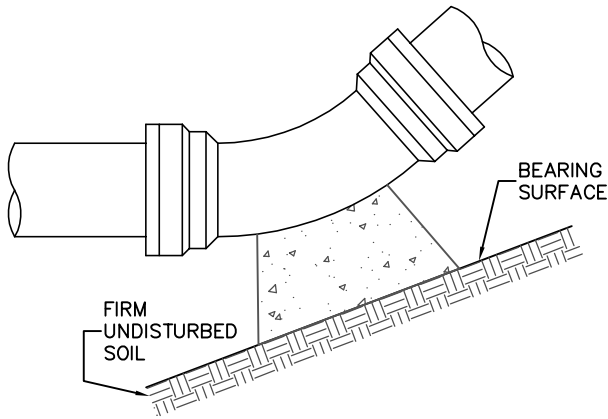
APPROVED BY: JA

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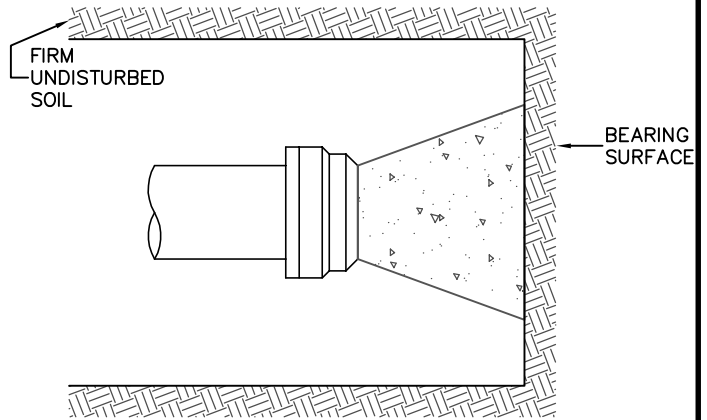
**REDUCER THRUST BLOCK DETAIL**

**W-112**

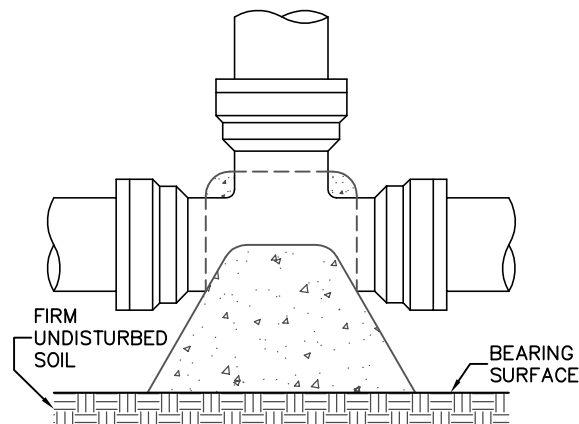
# CONCRETE THRUST BLOCK



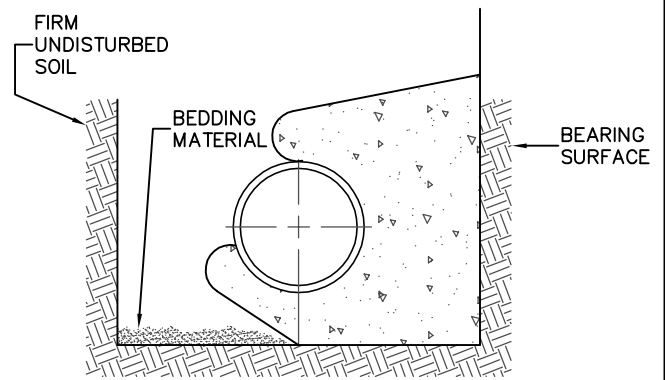
**BEND**



**DEAD END**



**TEE/CLAMP/WELD/NIPPLE**



**TYPICAL CROSS SECTION**

Table I

| MINIMUM BEARING SURFACE AREA (FT. <sup>2</sup> ) |        |       |     |     |                                     |             |
|--------------------------------------------------|--------|-------|-----|-----|-------------------------------------|-------------|
| SIZE OF PIPE                                     | BENDS  |       |     |     | TEE, CLAMP, WELD NIPPLE OR DEAD END | GATE VALVES |
|                                                  | 11.25° | 22.5° | 45° | 90° |                                     |             |
| 4"                                               | 1      | 1     | 1   | 2   | 2                                   |             |
| 6"                                               | 1      | 2     | 3   | 4   | 3                                   |             |
| 8"                                               | 1      | 2     | 4   | 8   | 5                                   |             |
| 12"                                              | 3      | 5     | 9   | 16  | 12                                  |             |
| 16"                                              | 4      | 8     | 16  | 29  | 21                                  |             |
| 20"                                              | 7      | 13    | 25  | 45  | 32                                  |             |

Table II

| *** SOIL TYPE       | **** MAX. ALLOWABLE SOIL BEARING VALUES | FACTORS FOR INCREASING AREAS IN TABLE I |
|---------------------|-----------------------------------------|-----------------------------------------|
| LOOSE SAND          | 500 PSF                                 | 4                                       |
| SOFT SANDY CLAY     | 1000 PSF                                | 2                                       |
| ADOBE               | 1000 PSF                                | 2                                       |
| COMPACT FINE SAND   | 2000 PSF                                | 1                                       |
| COMPACT COARSE SAND | 2000 PSF                                | 1                                       |
| MEDIUM STIFF CLAY   | 2000 PSF                                | 1                                       |

\*\*\* THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SAFE SOIL BEARING VALUES AND THE POSITION AND SIZE OF BEARING AREAS.

\*\*\*\* BASED ON 2 FEET MINIMUM DEPTH OF COVER OVER THE PIPE.

**NOTES:**

1. ALL FITTINGS SUBJECTED TO AN UNBALANCED HYDROSTATIC FORCE SHALL BE RESTRAINED WITH 3000 PSI CONCRETE THRUST BLOCKS BEARING AGAINST FIRM UNDISTURBED SOIL.
2. BEARING VALUES SHOWN IN TABLE II ARE BASED ON 200 PSI INTERNAL PIPE PRESSURE AND DO NOT CONSIDER THE EFFECT OF RESTRAINED OR HARNESSSED JOINTS.
3. ENSURE ALL NUTS AND BOLTS ARE CLEAR OF CONCRETE AND OPERABLE.

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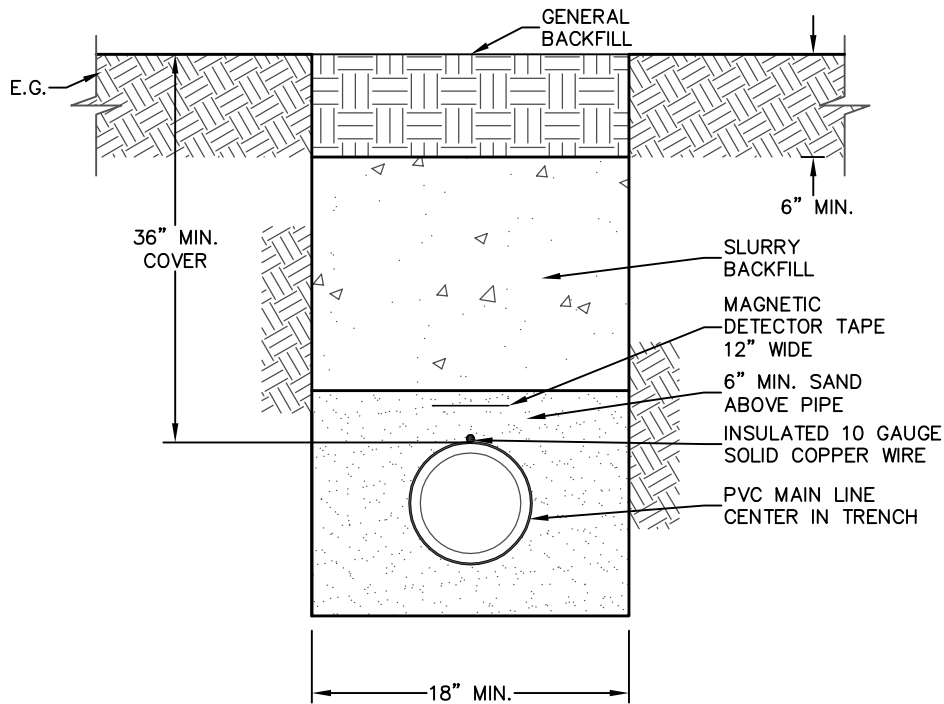
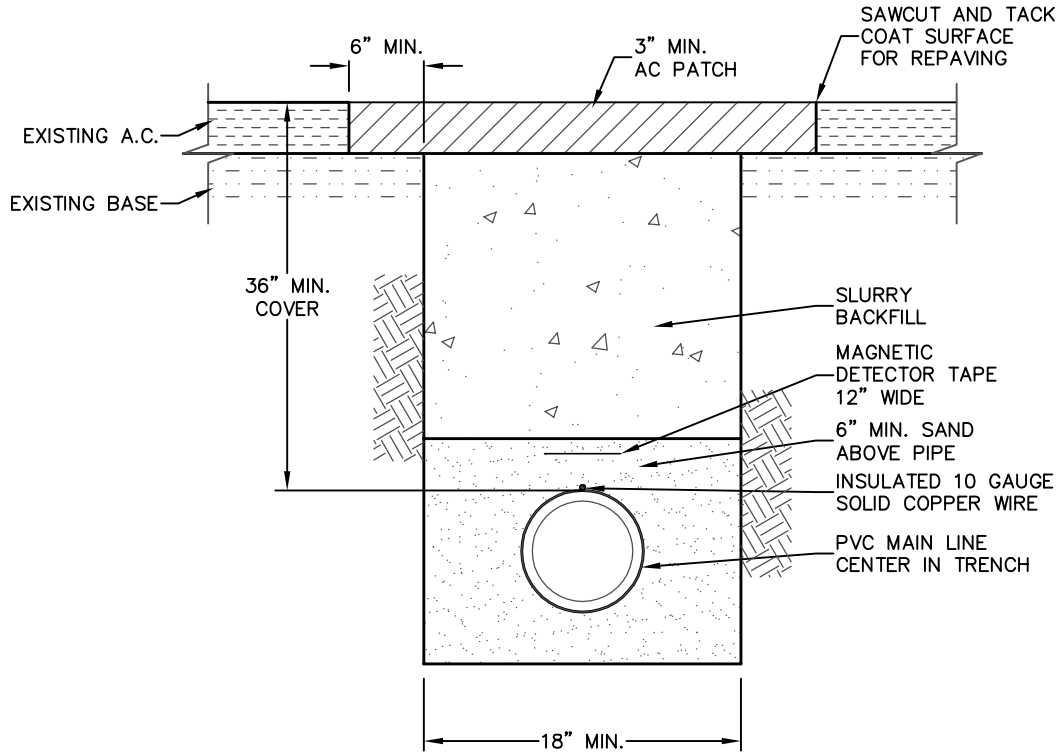
DATE: SEPT 2015  
 DRAWN BY: TD  
 APPROVED BY: JA

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CONCRETE THRUST BLOCK DETAIL

**W-113**

# TRENCH



**NOTES:**

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPPS EVERY 60FT ON ALL UNDERGROUND PIPING, SERVICE LATERALS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY PER STD. W-117.

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DATE: SEPT 2015

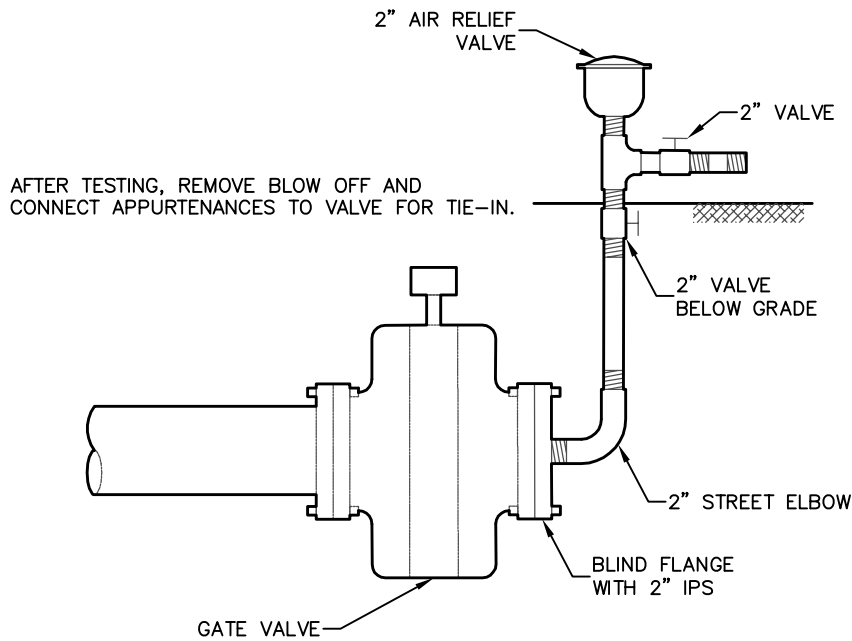
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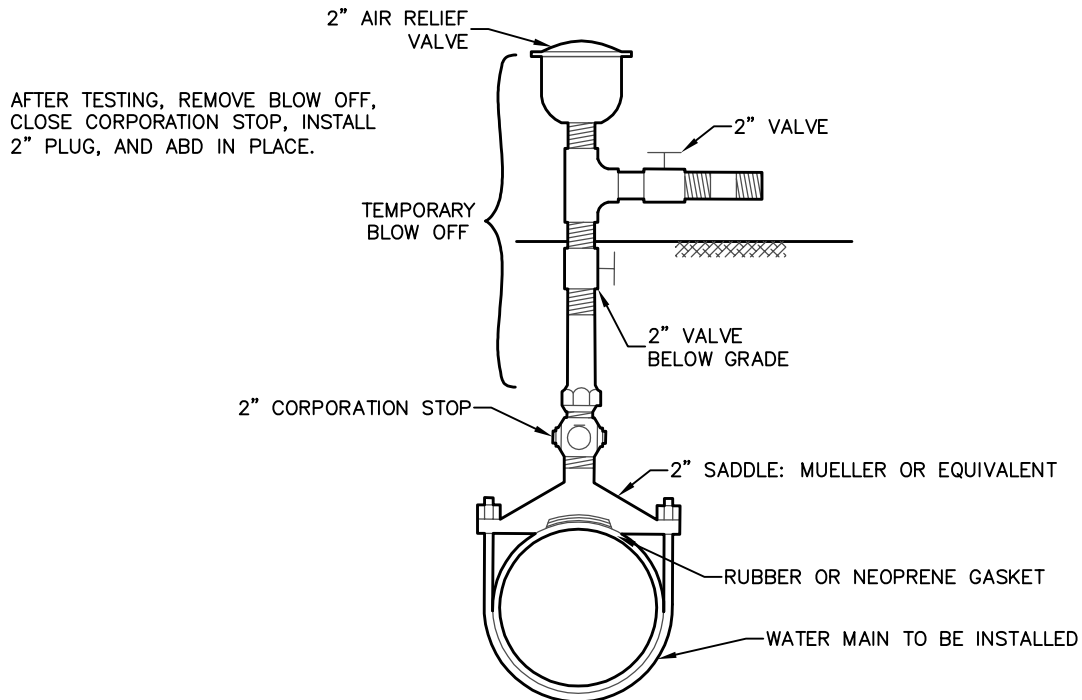
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TRENCH DETAIL

**W-114**



**TEMPORARY BLOW OFF "A" DETAILS**



**TEMPORARY BLOW OFF "B" DETAILS**

**NOTES:**

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPS EVERY 60FT ON ALL UNDERGROUND PIPING, SVC LATS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY.

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DATE: SEPT 2015

DRAWN BY: TD

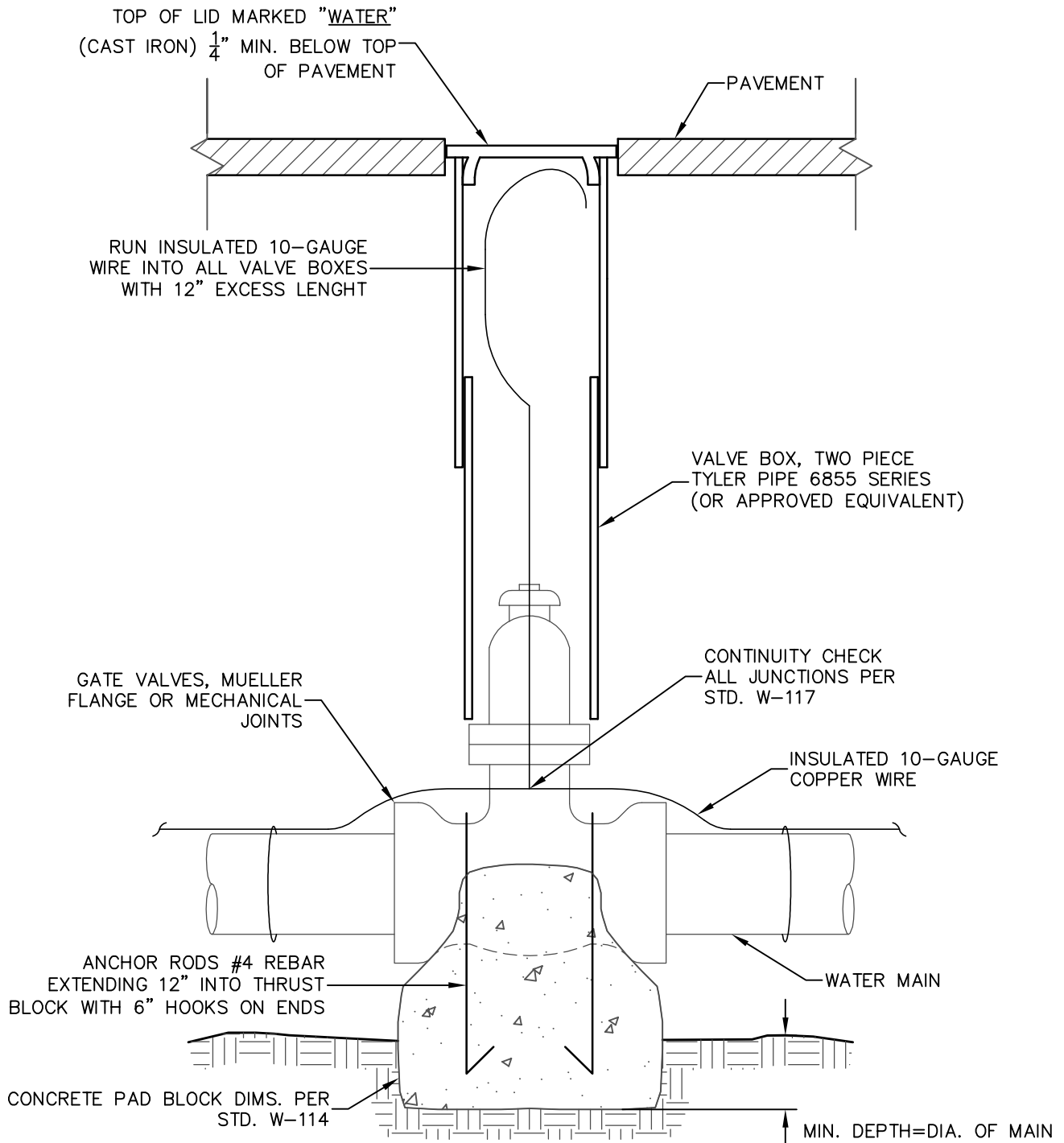
APPROVED BY: JA

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CLINT QUILTER - Director

TEMPORARY BLOW OFF DETAILS

**W-115**

# GATE VALVE INSTALLATION



**NOTES:**

1. AFFIX SOLID COPPER WIRE WITH TYE-WRAPS EVERY 60FT ON ALL UNDERGROUND PIPING, SVC LATS, ETC. TEST ALL WIRE JUNCTIONS FOR CONTINUITY.

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DATE: SEPT 2015

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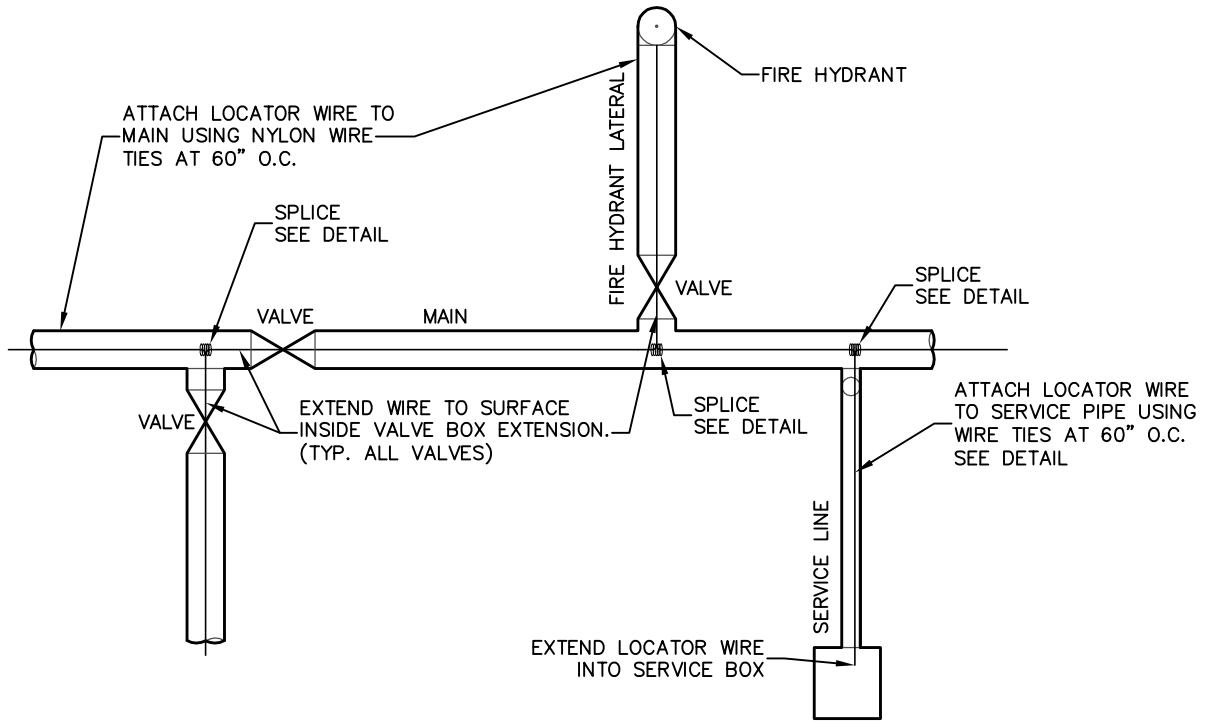
APPROVED BY: JA

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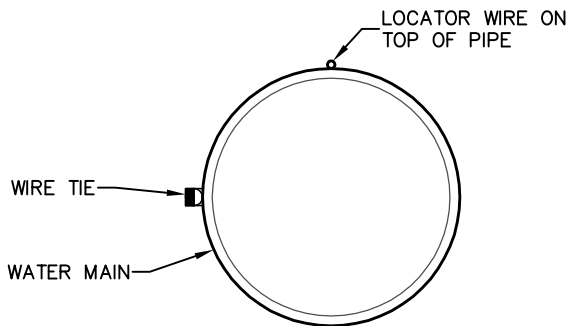
**GATE VALVE INSTALLATION DETAILS**

**W-116**

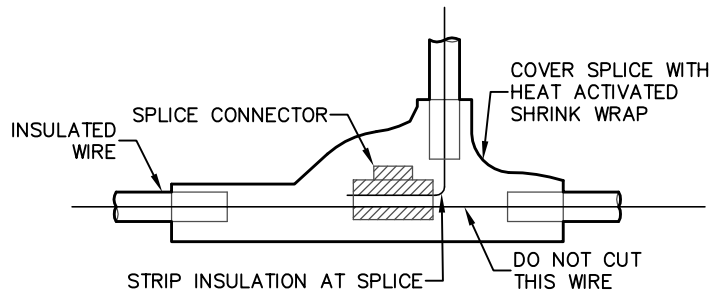




**SCHEMATIC PLAN**



**DETAIL OF WIRE ATTACHMENT**



**SPLICE DETAIL**

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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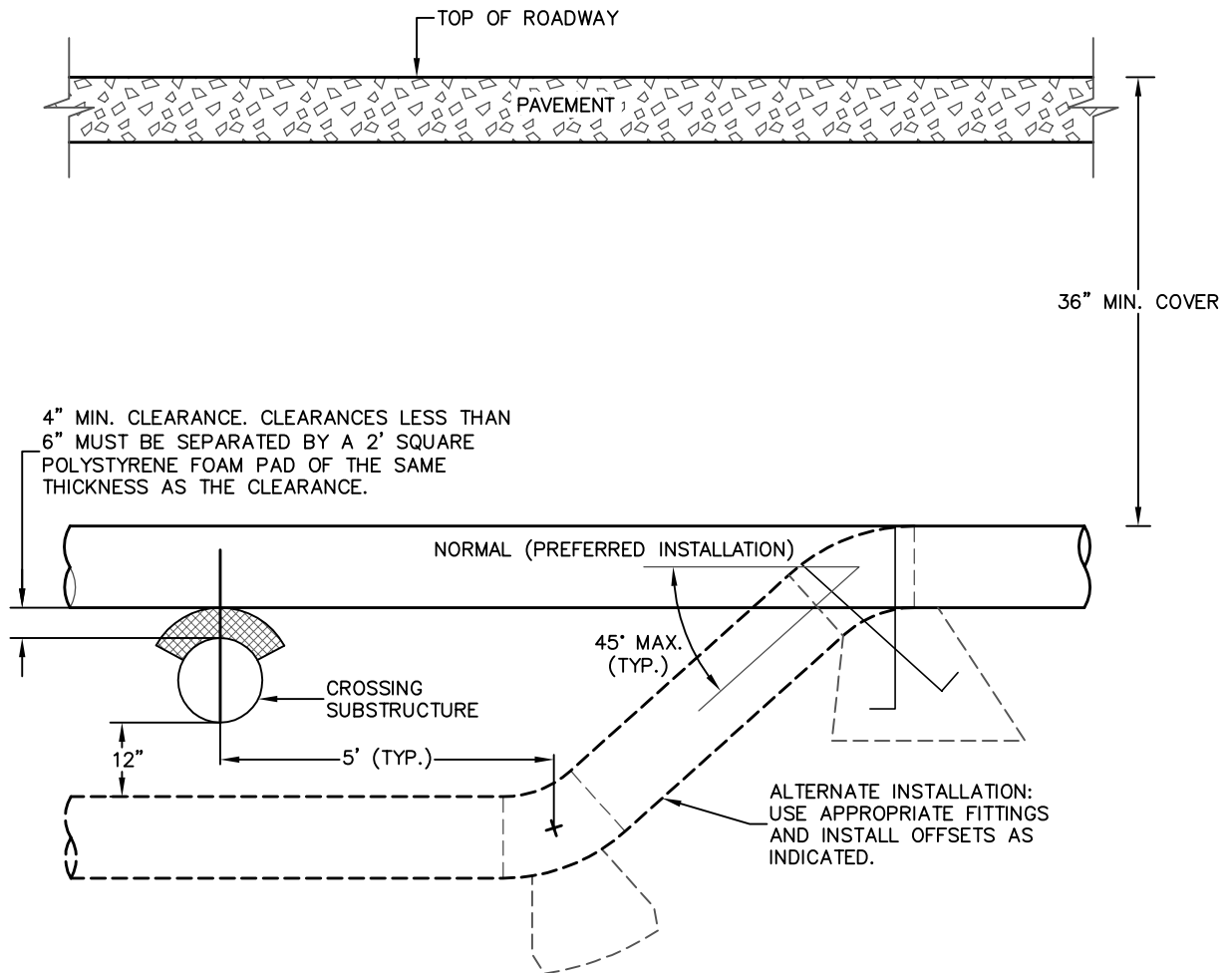
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LOCATOR WIRE DETAIL

**W-117**

# TYPICAL SUBSTRUCTURE CROSSING



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DATE: SEPT 2015

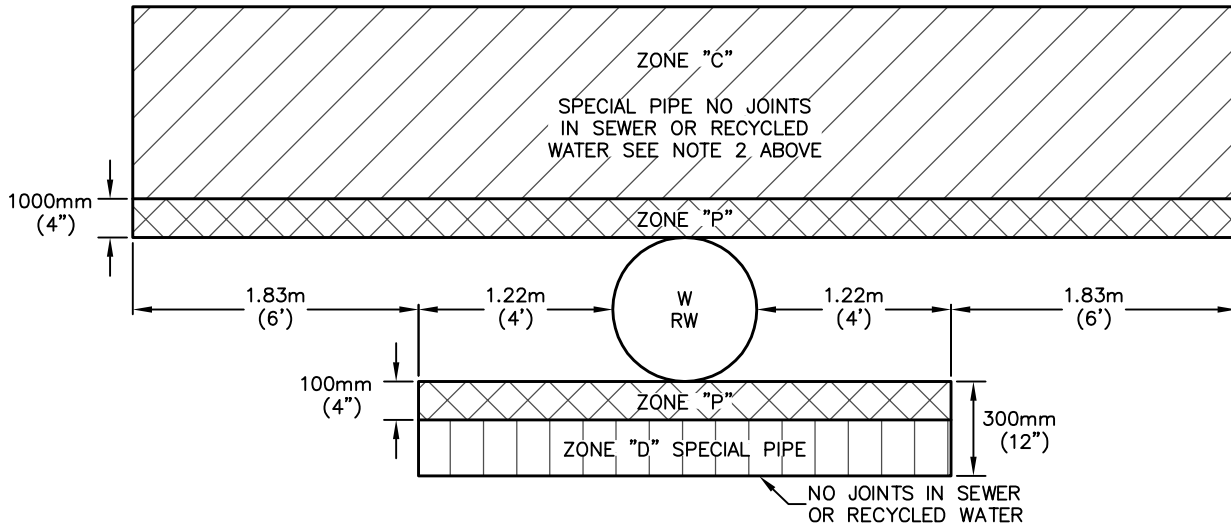
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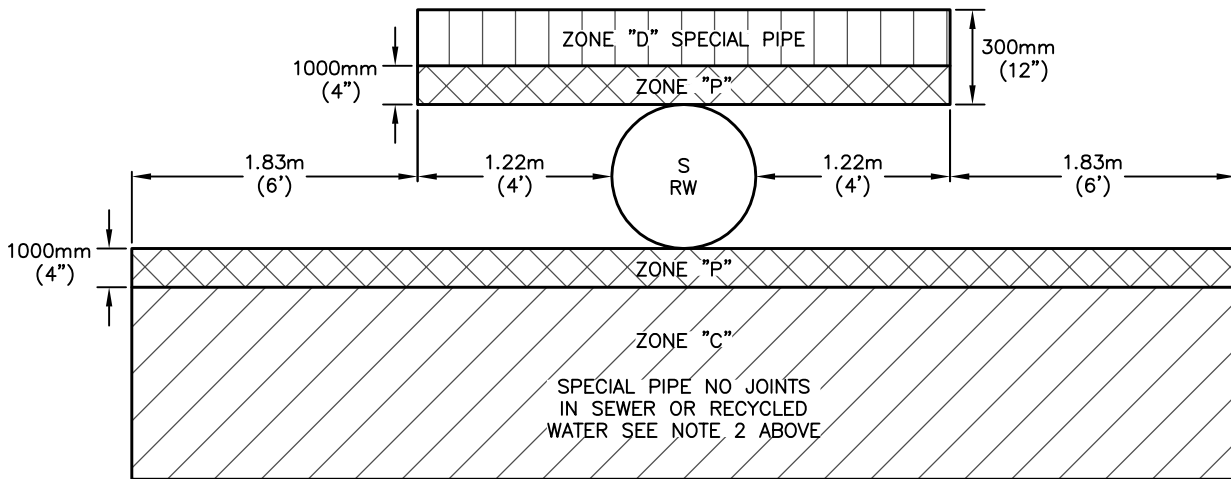
TYPICAL SUBSTRUCTURE  
CROSSING DETAIL

W-118



### CASE 1

NEW POTABLE WATER OR NEW RECYCLED WATER



### CASE 2

NEW POTABLE WATER OR NEW RECYCLED WATER

**NOTES:**

1. REQUIREMENTS OF THE STATE OF CALIFORNIA, HEALTH AND WELFARE AGENCY, DEPARTMENT OF PUBLIC HEALTH SERVICES.
2. SEE W-121 FOR NOTES ON WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL AND PERPENDICULAR SEPARATIONS.
3. MAINS SHALL CROSS OTHER UTILITIES AT A PERPENDICULAR ANGLE, UNLESS OTHERWISE APPROVED. IN ANY CASE, UTILITIES CROSSING AT A SKEW OF 75° OR LESS SHALL BE AVOIDED.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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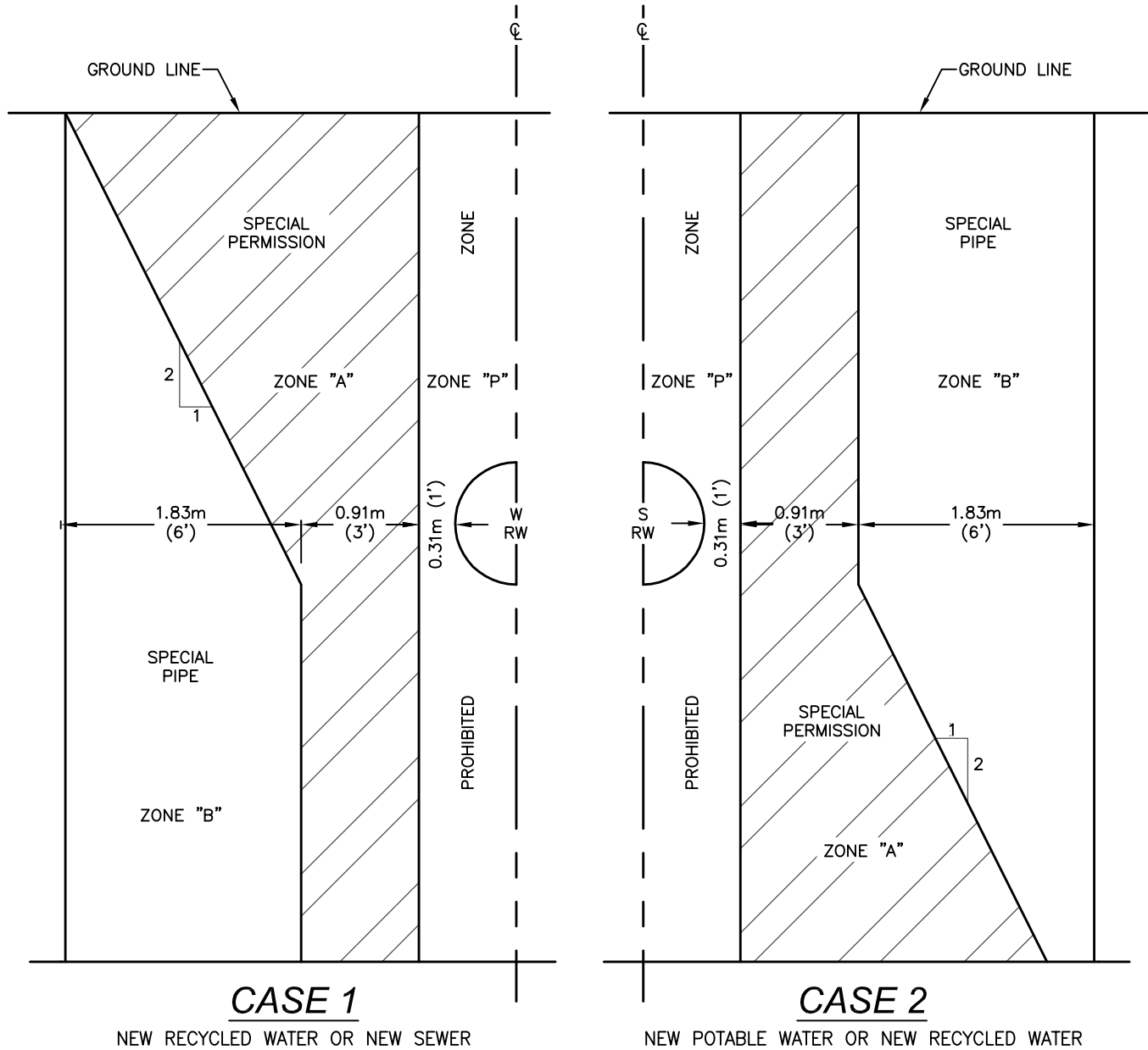
WATER, RECYCLED WATER, AND SEWER  
 MAIN PERPENDICULAR SEPARATIONS

W-119

# WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL SEPARATIONS

**NOTES:**

1. ZONES IDENTICAL ON EITHER SIDE OF CENTERLINE AS SHOWN BELOW.
2. REQUIREMENTS OF THE STATE OF CALIFORNIA, HEALTH AND WELFARE AGENCY, DEPARTMENT OF HEALTH SERVICES.
3. SEE W-121 FOR NOTES ON WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL AND PERPENDICULAR SEPARATIONS.



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DATE: SEPT 2015

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CLINT QUILTER - Director

WATER, RECYCLED WATER, AND  
SEWER MAIN PARALLEL SEPARATIONS

**W-120**

# WATER, RECYCLED WATER, AND SEWER MAIN PARALLEL AND PERPENDICULAR SEPARATION

CONSTRUCTION REQUIREMENTS FOR WATER, RECYCLED WATER, AND SEWER MAINS

CASE 1: NEW RECYCLED WATER OR SEWER MAINS

ZONE:

- A. SPECIAL PERMISSION REQUIRED. DO NOT LOCATE ANY PARALLEL SEWER OR RECYCLED WATER MAINS IN THIS AREA WITHOUT COUNTY AND STATE HEALTH DEPARTMENT APPROVAL.
- B. PVC SEWER PIPE WITH PUSH-ON TYPE RUBBER RING JOINTS FOR SEWER MAINS C-900, CL305, OR C-905, CL235 PVC PIPE WITH PUSH ON TYPE RUBBER RING JOINTS FOR RECYCLED WATER MAINS.
- P. PROHIBITED ZONE; NO SEWER, WATER, OR RECYCLED WATER MAINS; SECTION 64630 (e)  
(2) CALIFORNIA ADMINISTRATIVE CODE, TITLE 22.

CASE 2: NEW RECYCLED WATER OR RECYCLED WATER MAINS

ZONE:

- A. SPECIAL PERMISSION REQUIRED. DO NOT LOCATE ANY PARALLEL SEWER OR RECYCLED WATER MAINS IN THIS AREA WITHOUT COUNTY AND STATE HEALTH DEPARTMENT APPROVAL.
- B. C-900,CL305 OR C-905,CL235 PVC PIPE WITH PUSH ON TYPE RUBBER RING JOINTS FOR WATER MAINS  
C-900,CL305 OR C-905,CL235 PVC PIPE WITH PUSH ON TYPE RUBBER RING JOINTS FOR RECYCLED  
WATER MAINS.
- P. PROHIBITED ZONE; NO SEWER, WATER, OR RECYCLED WATER MAINS; SECTION 64630 (e)  
(2) CALIFORNIA ADMINISTRATIVE CODE, TITLE 22.

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WATER, RECYCLED WATER, AND  
SEWER MAIN PARALLEL AND  
PERPENDICULAR SEPARATION NOTES

W-121

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INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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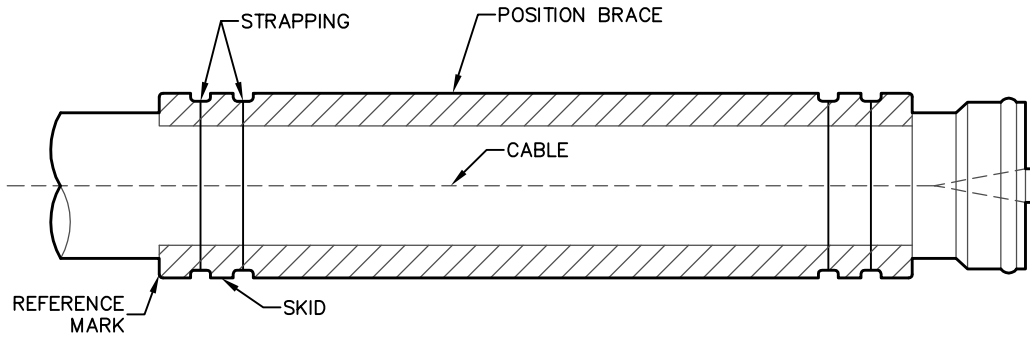
APPROVED BY: JA

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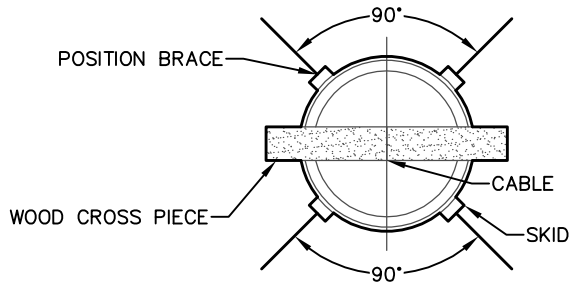
[RESERVED]

W-122

# PVC CASING SKID



PLAN



SECTION

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

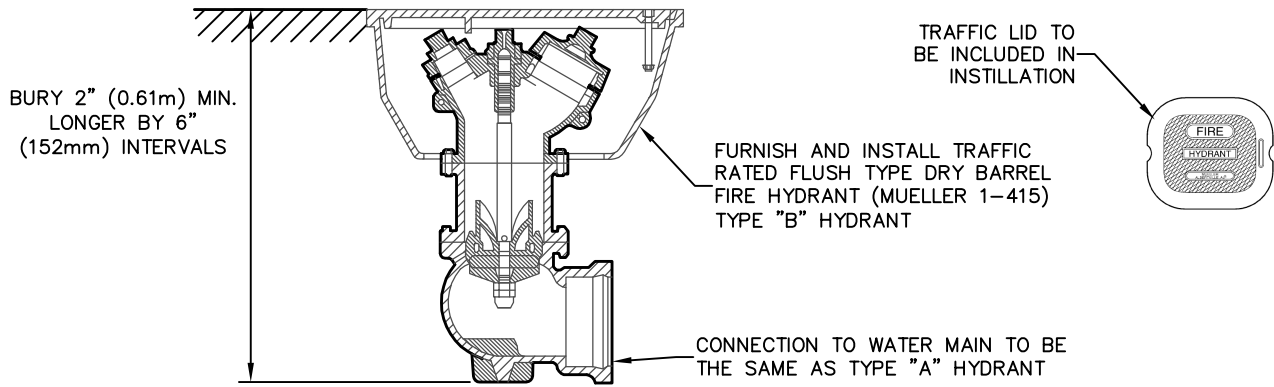
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APPROVED BY: JA

  
CLINT QUILTER - Director

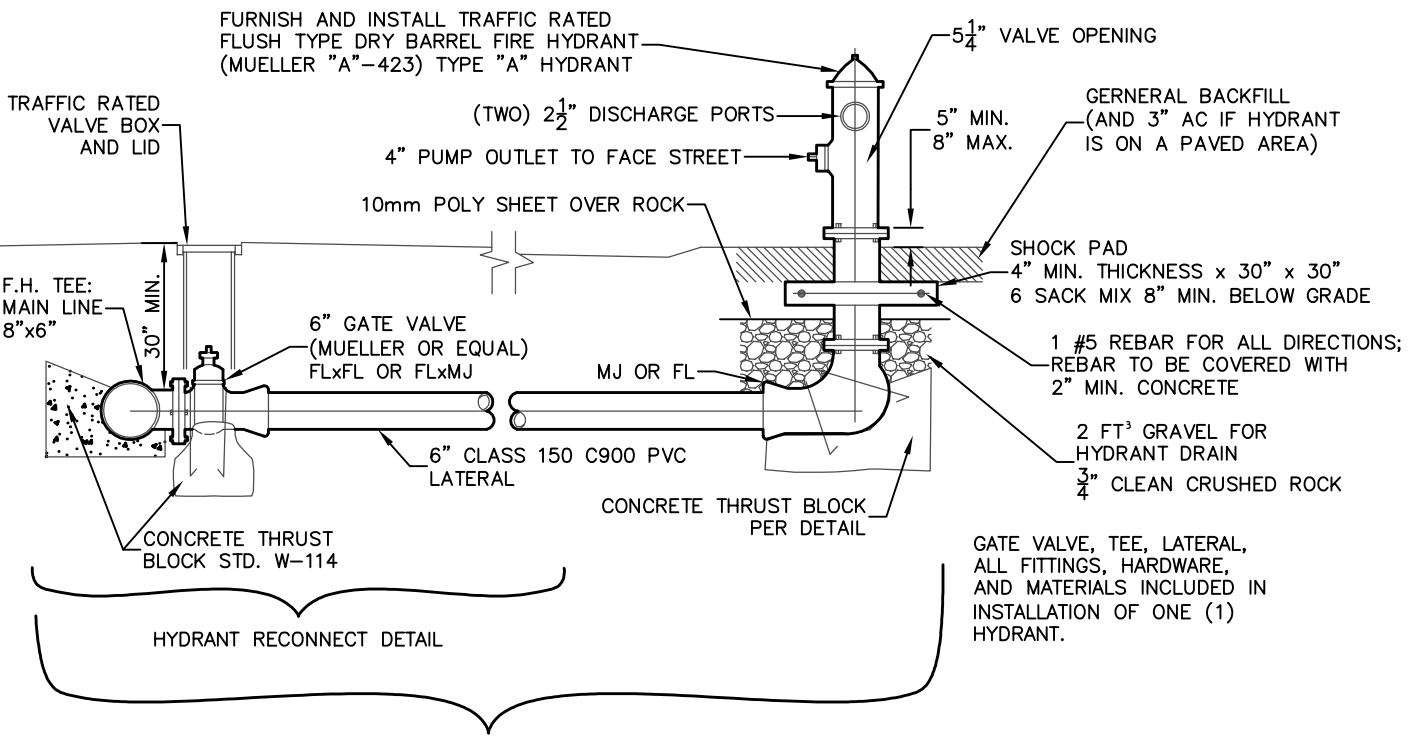
PVC CASING SKID DETAILS

W-123



## FLUSH MOUNT HYDRANT

ELEVATION VIEW



HYDRANT RECONNECT DETAIL

NEW HYDRANT INSTALL DETAIL

## 6"x4"x2.5" STANDARD FIRE HYDRANT

ELEVATION VIEW

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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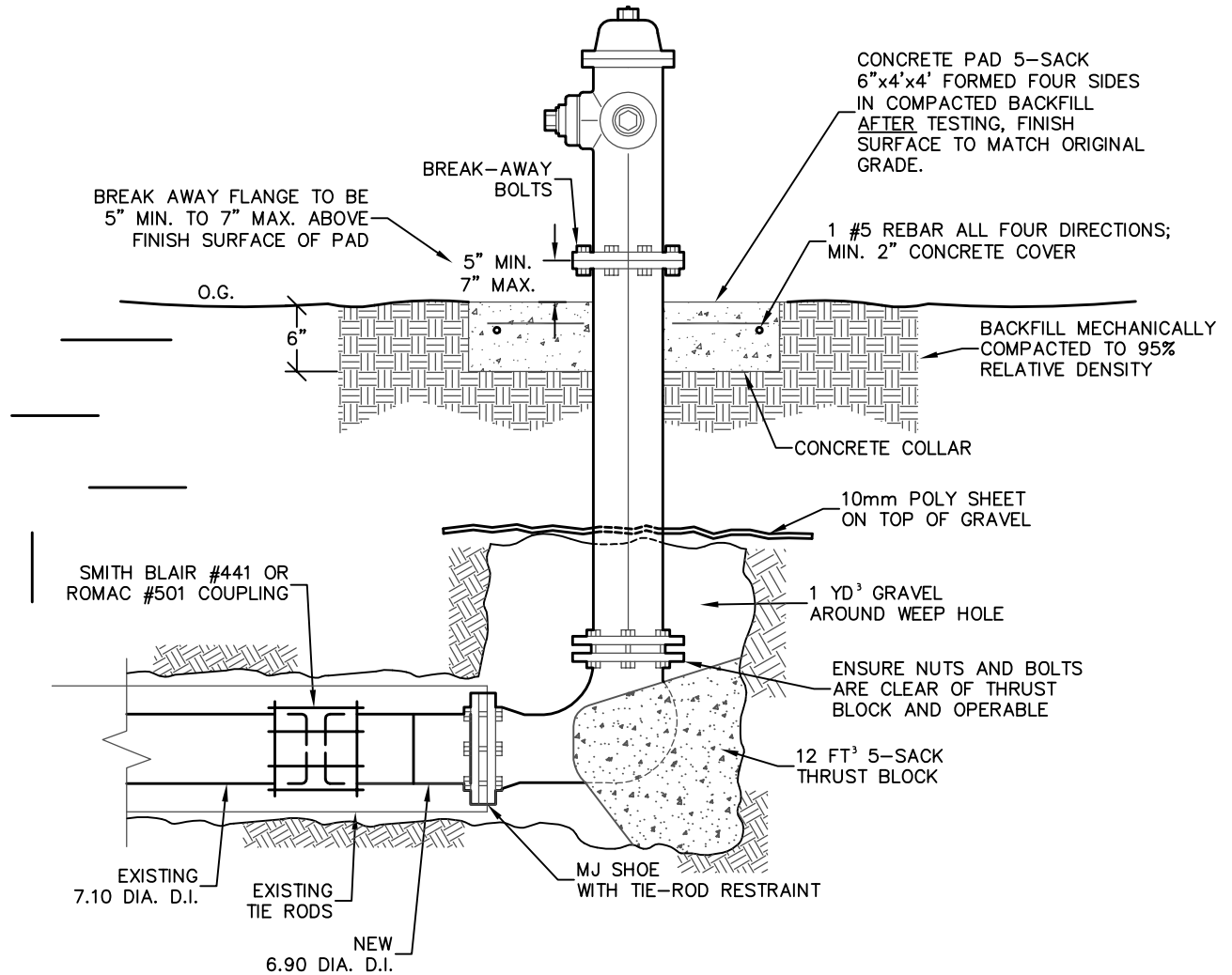
*Clint Quilter*  
CLINT QUILTER - Director

NEW FIRE HYDRANT  
INSTALLATION DETAILS

W-124



# FIRE HYDRANT REPLACEMENT WITH CONCRETE



## FIRE HYDRANT REPLACEMENT

ELEVATION VIEW

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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CLINT QUILTER - Director

FIRE HYDRANT REPLACEMENT  
ON OVERSIZED LATERAL PIPE  
WITH CONCRETE

W-125

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INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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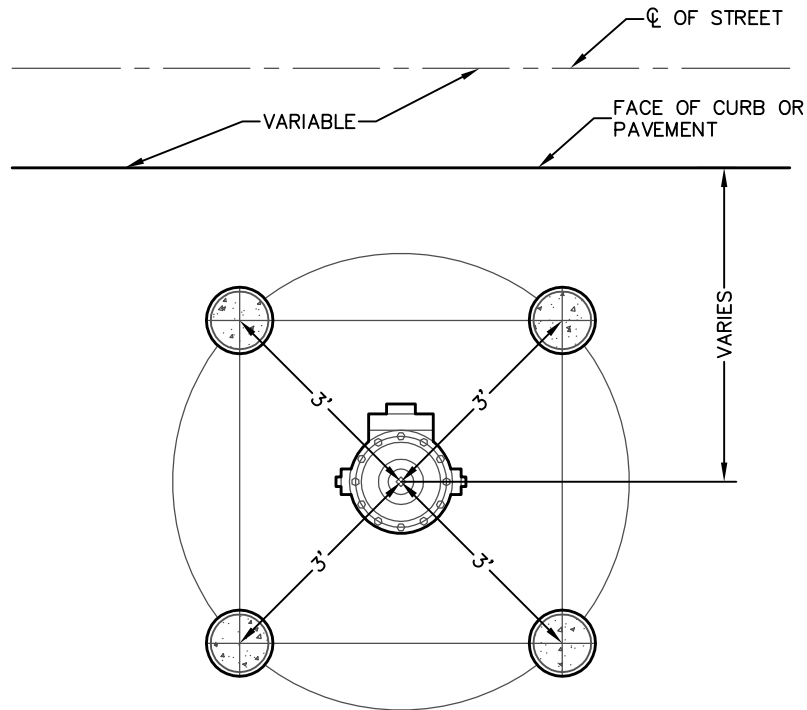
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[RESERVED]

W-126

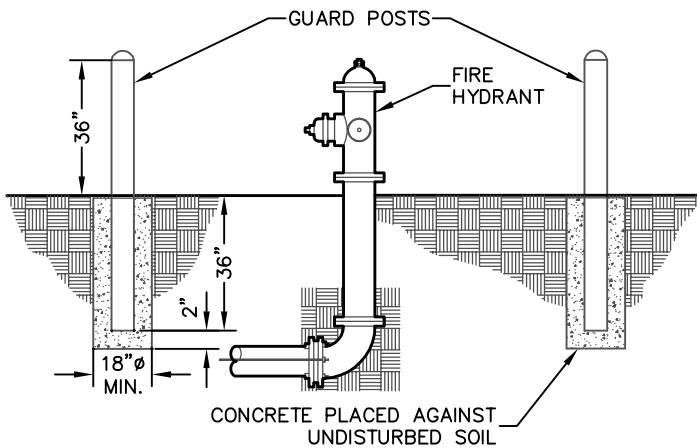
# 4-POST FIRE HYDRANT GUARD



**PLAN**  
N.T.S

NOTES:

1. PIPE SHALL CONFORM TO ASTM A 53, TYPE E, GRADE E, BLACK, SCHEDULE 40, PLAIN END.
2. APPLY A MINIMUM OF TWO COATS EACH OF PRIMER AND SAFETY YELLOW ENAMEL PAINT
3. CONCRETE SHALL BE CLASS 500-C-2500 IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 201-1.1.2.



**POST INSTALLATION**  
N.T.S

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

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APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

4-POST FIRE HYDRANT GUARD

W-127

# ALLOWABLE LEAKAGE CHART FOR TESTING OF PVC, STEEL, AND DI PIPE WITH RUBBER JOINTS

| PIPE SIZE<br>mm(in) | LENGTH IN METERS (FEET) CALCULATED AS DESCRIBED IN NOTE 4 BELOW |                |                |                |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |                  |                  |                  |                  |                 |
|---------------------|-----------------------------------------------------------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------|
|                     | 15.24<br>(50)                                                   | 30.48<br>(100) | 60.96<br>(200) | 91.44<br>(300) | 121.92<br>(400) | 152.40<br>(500) | 182.88<br>(600) | 213.36<br>(700) | 243.84<br>(800) | 274.32<br>(900) | 304.8<br>(1000) | 457.20<br>(1500) | 609.60<br>(2000) | 762.00<br>(2500) | 914.40<br>(3000) | 1066.8<br>(3500) | 1219.2<br>(4000) | 1371.6<br>(4500) | 1524<br>(5000)  |
| 150mm<br>(6")       | 0.044<br>0.012                                                  | 0.088<br>0.024 | 0.176<br>0.047 | 0.264<br>0.071 | 0.352<br>0.095  | 0.441<br>0.118  | 0.529<br>0.142  | 0.617<br>0.166  | 0.705<br>0.189  | 0.793<br>0.213  | 0.881<br>0.237  | 1.322<br>0.355   | 1.762<br>0.473   | 2.203<br>0.592   | 2.643<br>0.710   | 3.084<br>0.829   | 3.524<br>0.947   | 3.965<br>1.065   | 4.405<br>1.184  |
| 200mm<br>(8")       | 0.059<br>0.016                                                  | 0.117<br>0.032 | 0.235<br>0.063 | 0.352<br>0.095 | 0.470<br>0.126  | 0.587<br>0.158  | 0.705<br>0.189  | 0.822<br>0.221  | 0.940<br>0.253  | 1.057<br>0.284  | 1.175<br>0.316  | 1.762<br>0.473   | 2.350<br>0.631   | 2.937<br>0.789   | 3.524<br>0.947   | 4.112<br>1.105   | 4.699<br>1.263   | 5.286<br>1.420   | 5.874<br>1.578  |
| 250mm<br>(10")      | 0.073<br>0.020                                                  | 0.147<br>0.039 | 0.294<br>0.079 | 0.441<br>0.118 | 0.587<br>0.158  | 0.734<br>0.197  | 0.881<br>0.237  | 1.028<br>0.276  | 1.175<br>0.316  | 1.322<br>0.355  | 1.468<br>0.395  | 2.203<br>0.592   | 2.937<br>0.789   | 3.761<br>0.986   | 4.405<br>1.184   | 5.140<br>1.381   | 5.874<br>1.578   | 6.608<br>1.776   | 7.342<br>1.973  |
| 300mm<br>(12")      | 0.044<br>0.012                                                  | 0.176<br>0.047 | 0.352<br>0.095 | 0.529<br>0.142 | 0.705<br>0.189  | 0.881<br>0.237  | 1.057<br>0.284  | 1.233<br>0.331  | 1.410<br>0.379  | 1.586<br>0.426  | 1.762<br>0.473  | 2.643<br>0.710   | 3.524<br>0.947   | 4.405<br>1.184   | 5.286<br>1.420   | 6.167<br>1.657   | 7.049<br>1.894   | 7.930<br>2.131   | 8.811<br>2.367  |
| 400mm<br>(16")      | 0.044<br>0.012                                                  | 0.235<br>0.063 | 0.470<br>0.126 | 0.705<br>0.189 | 0.940<br>0.253  | 1.175<br>0.316  | 1.410<br>0.379  | 1.645<br>0.442  | 1.880<br>0.505  | 2.115<br>0.568  | 2.350<br>0.631  | 3.524<br>0.947   | 4.669<br>1.263   | 5.874<br>1.578   | 7.049<br>1.894   | 8.223<br>2.210   | 9.398<br>2.525   | 10.573<br>2.841  | 11.748<br>3.157 |
| 450mm<br>(18")      | 0.044<br>0.012                                                  | 0.264<br>0.071 | 0.529<br>0.142 | 0.793<br>0.213 | 1.057<br>0.284  | 1.322<br>0.355  | 1.586<br>0.426  | 1.850<br>0.497  | 2.115<br>0.568  | 2.379<br>0.639  | 2.643<br>0.710  | 3.695<br>1.065   | 5.286<br>1.420   | 6.608<br>1.776   | 7.930<br>2.131   | 9.250<br>2.486   | 10.573<br>2.841  | 11.894<br>3.196  | 13.216<br>3.551 |
| 500mm<br>(20")      | 0.044<br>0.012                                                  | 0.294<br>0.079 | 0.587<br>0.158 | 0.881<br>0.237 | 1.175<br>0.316  | 1.468<br>0.395  | 1.762<br>0.473  | 2.056<br>0.552  | 2.350<br>0.631  | 2.643<br>0.710  | 2.937<br>0.789  | 4.405<br>1.184   | 5.874<br>1.578   | 7.342<br>1.973   | 8.811<br>2.367   | 10.279<br>2.762  | 11.748<br>3.157  | 13.216<br>3.551  | 14.684<br>3.946 |
| 600mm<br>(24")      | 0.044<br>0.012                                                  | 0.352<br>0.095 | 0.705<br>0.189 | 1.057<br>0.284 | 1.410<br>0.379  | 1.762<br>0.473  | 2.115<br>0.568  | 2.467<br>0.663  | 2.819<br>0.758  | 3.172<br>0.852  | 3.524<br>0.947  | 5.286<br>1.420   | 7.049<br>1.894   | 8.811<br>2.367   | 10.573<br>2.841  | 12.335<br>3.314  | 14.097<br>3.788  | 15.859<br>4.261  | 17.621<br>4.735 |

ALLOWABLE LEAKAGE RESULTS IN CHART ARE GIVEN IN LITERS AND GALLONS =



**NOTES:**

- REFER TO SECTION 15044 OF THE SPECIFICATIONS.
- HYDROSTATIC TEST PRESSURE SHALL BE AS INDICATED IN SECTION 15044..
- ALLOWABLE LEAKAGE FOR STEEL (FLANGED OR WELDED) AND DUCTILE IRON (FLANGED) PIPE SHALL BE ZERO.
- THE FOLLOWING FORMULA SHALL BE USED TO CALCULATE THE ALLOWED LOSS:

$$\frac{0.4625 \text{ LITERS} \times \text{NOMINAL DIAMETER OF PIPE (mm)} \times \text{LENGTH OF PIPE (m)}}{24 \text{ (HOURS)} \times 1000 \text{ (m)}}$$

$$\frac{5 \text{ GALLONS} \times \text{NOMINAL DIAMETER OF PIPE (INCH)} \times \text{LENGTH OF PIPE (FT)}}{24 \text{ (HOURS)} \times 5,280 \text{ (FT)}}$$

**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

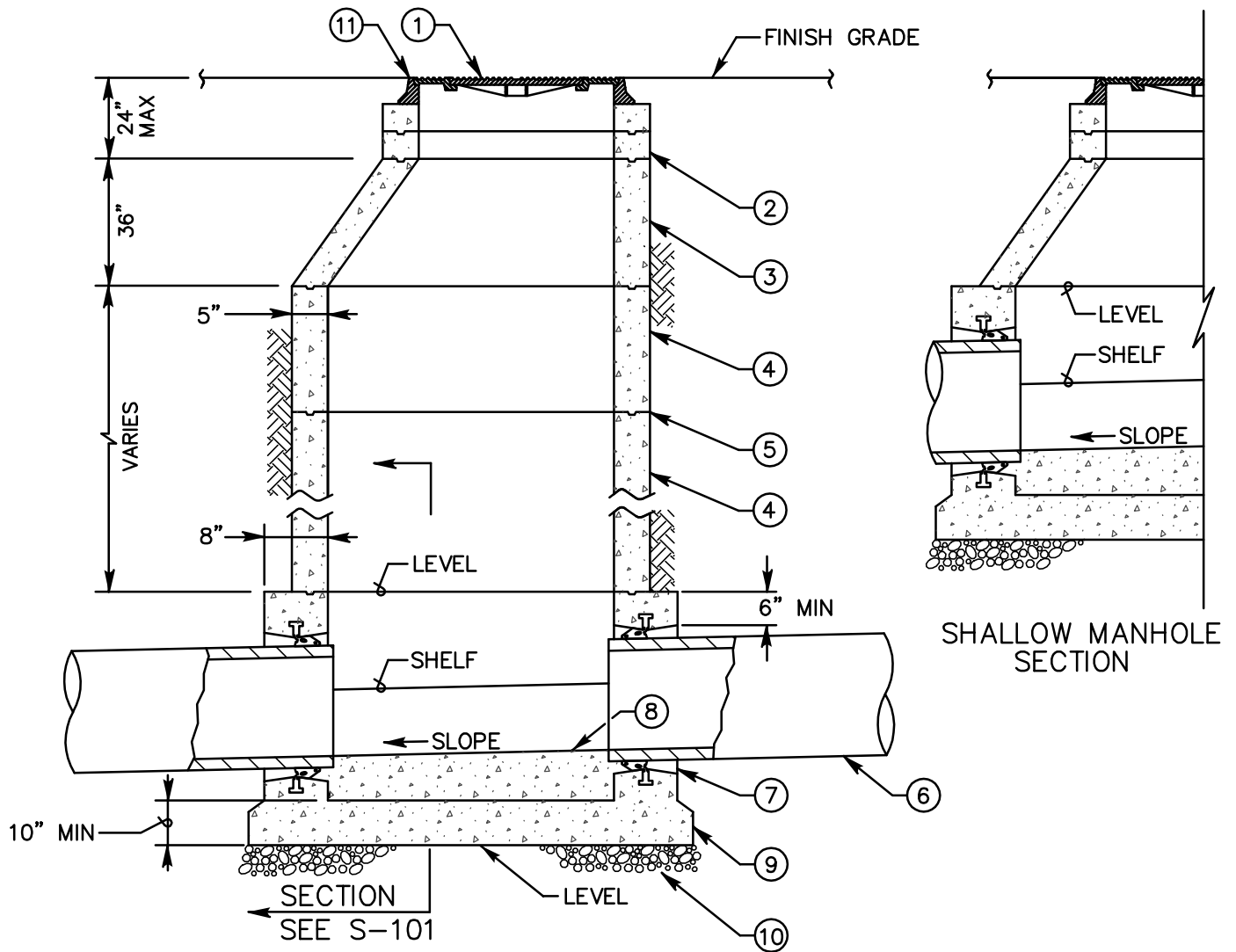
*Clint Quilter*  
CLINT QUILTER - Director

ALLOWABLE LEAKAGE CHART FOR  
TESTING OF PIPES WITH RUBBER JOINTS

**W-128**

# SECTION S

SEWER SYSTEMS



**NOTES:**

1. REFER TO AGENCY SPECIFICATIONS WHERE APPLICABLE
2. VERTICAL WALL OF CONE TO BE ON THE UPSTREAM SIDE OF MANHOLE SEE S-103 FOR ACCESS LOCATIONS
3. FOR MANHOLE BASES SEE STD. S-101

| ITEM NO | SIZE AND DESCRIPTION                        | ITEM NO | SIZE AND DESCRIPTION                    |
|---------|---------------------------------------------|---------|-----------------------------------------|
| ①       | 24" MANHOLE FRAME AND TWO CONCENTRIC COVERS | ⑦       | MANHOLE PIPE CONNECTOR SEE STD. S-102   |
| ②       | 24" DIA GRADE RING(S) 6" TO 18" HIGH        | ⑧       | FIELD INSTALLED INVERT SEE STD. S-102   |
| ③       | ECCENTRIC CONE SEE NOTE 2                   | ⑨       | CONCRETE BASE, PRECAST OR CAST IN PLACE |
| ④       | 48" DIA RING(S) VARIABLE HEIGHT             | ⑩       | 6" OF $\frac{3}{4}$ " CRUSHED ROCK      |
| ⑤       | WATER TIGHT JOINTS SEE STD. S-103           | ⑪       | MANHOLE DETAIL SEE STD. S-103           |
| ⑥       | SEWER MAIN                                  |         |                                         |

**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

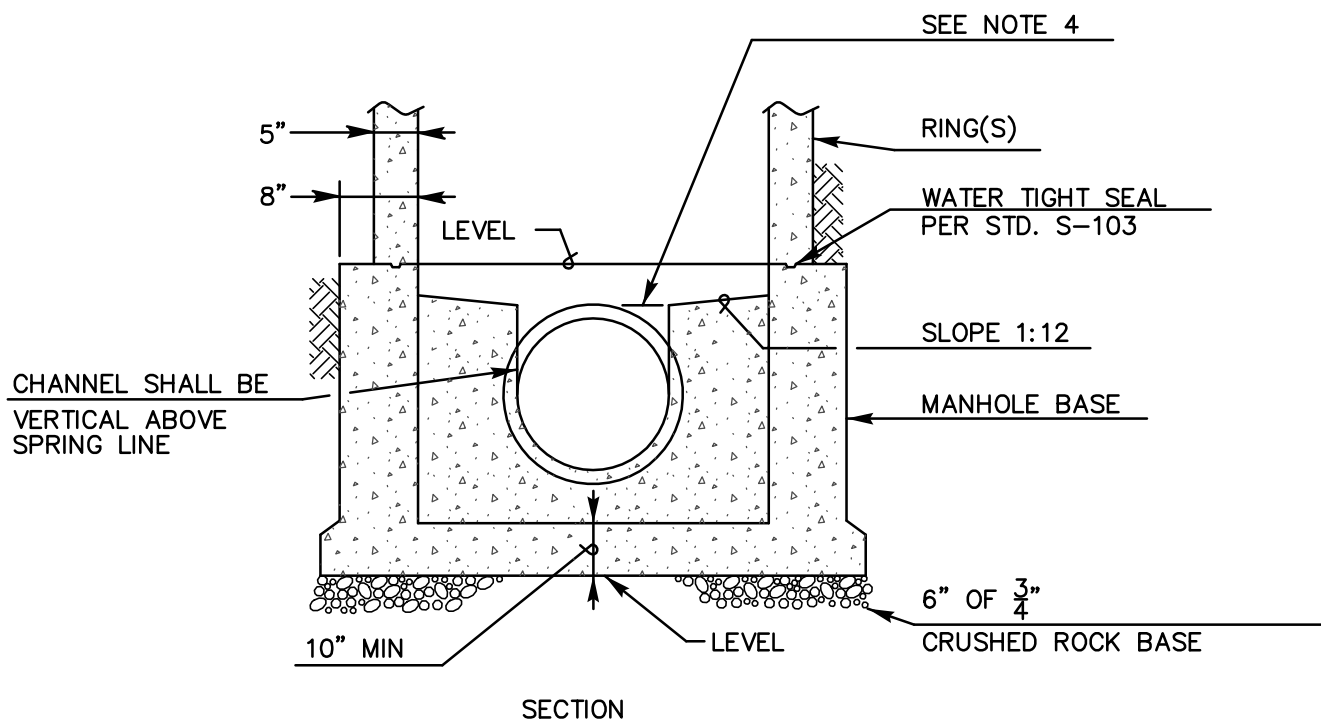
DRAWN BY: TD

APPROVED BY: JA

*Clint Quilter*  
 CLINT QUILTER - Director

**48" DIAMETER PRECAST MANHOLE  
 INSTALLATION**

**S-100**



NOTES:

1. REFER TO AGENCY SPECIFICATIONS WHERE APPLICABLE.
2. FOR MANHOLE INSTALLATIONS SEE STD. S-100.
3. LOWEST POINT ON SHELF SHALL BE EVEN WITH TOP OF PIPE.
4. MATERIALS SHALL BE SELECTED FROM THE AGENCY'S APPROVED MATERIALS LIST.

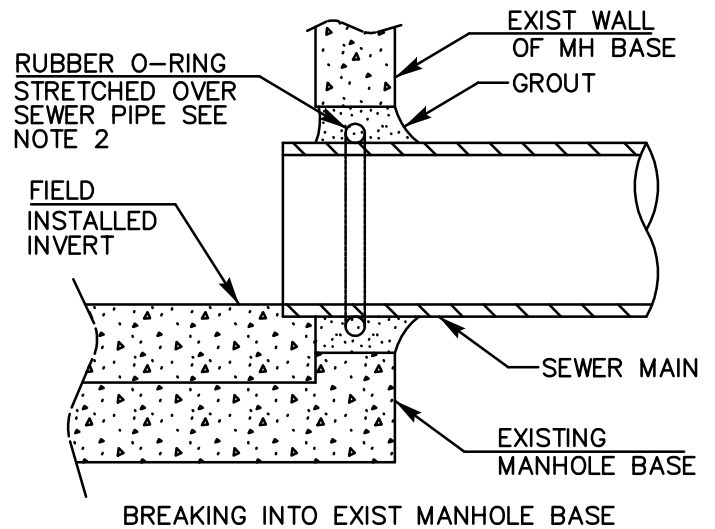
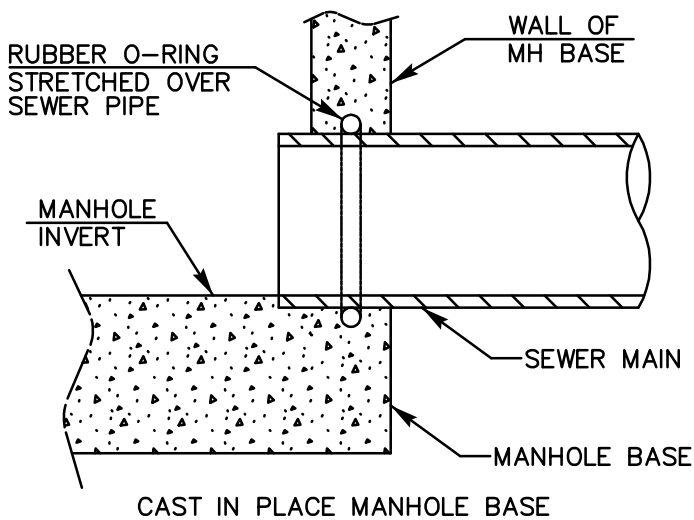
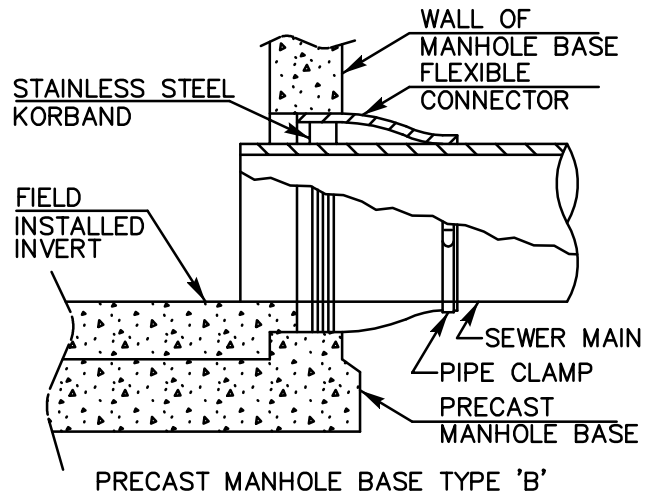
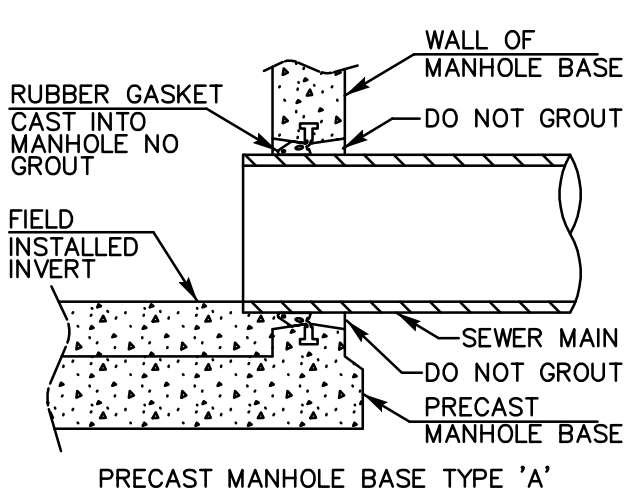
INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015  
 DRAWN BY: TD  
 APPROVED BY: JA

*Clint Quilter*  
 CLINT QUILTER - Director

SEWER MANHOLE BASE

S-101



NOTES:

1. REFER TO AGENCY SPECIFICATIONS WHERE APPLICABLE.
2. A RUBBER O-RING OR A FLEXIBLE CONNECTOR (AS SHOWN IN PRECAST MANHOLE BASE TYPE 'B') CAN BE USED WHEN BREAKING INTO EXISTING MANHOLE.
3. MATERIALS SHALL BE SELECTED FROM THE AGENCY'S APPROVED MATERIALS LIST.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

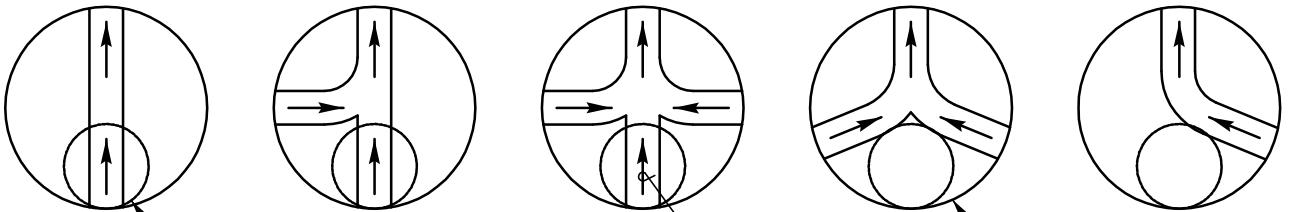
APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

MANHOLE PIPE CONNECTIONS

S-102



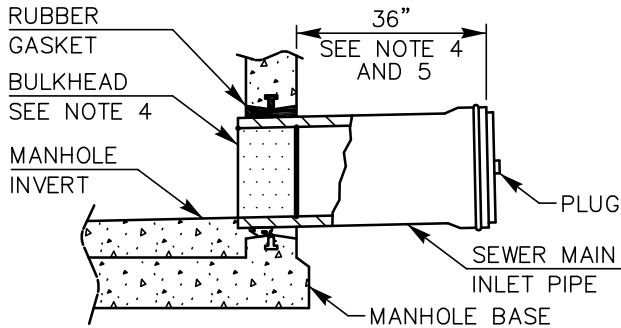


MANHOLE SHAFT  
OPENING (TYP)  
SEE NOTE 2

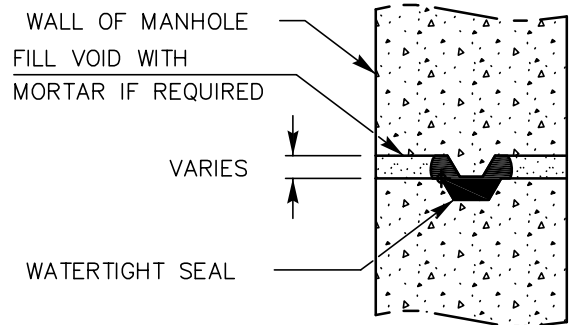
DIRECTION OF  
FLOW (TYP)

MANHOLE (TYP)

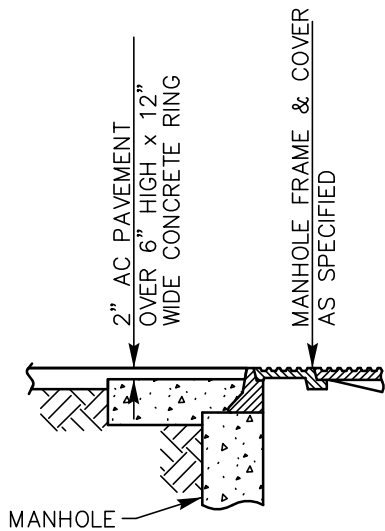
MANHOLE ACCESS LOCATION PLAN VIEW



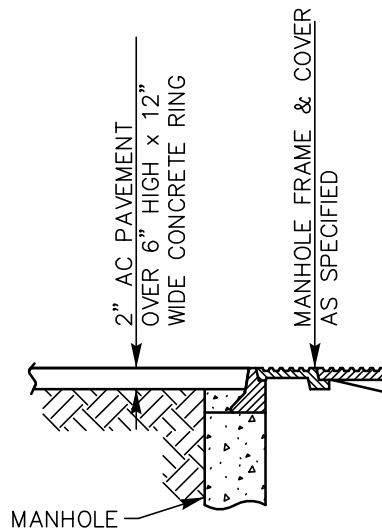
MANHOLE STUB OUT FOR FUTURE CONNECTION



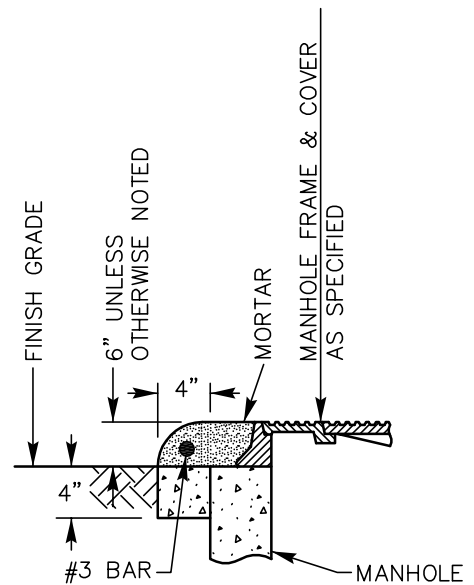
WATERTIGHT MANHOLE JOINT



TYPE A  
PAVED AND TRAVELED AREAS



TYPE B  
PAVED AND TRAVELED AREAS



TYPE C  
UNPAVED, UNTRAVELED, SHOULDER  
AREAS, AREAS IN EASMENTS

**NOTES:**

1. REFER TO AGENCY SPECIFICATIONS WHERE APPLICABLE.
2. VERTICAL WALL OF CONE TO BE ON THE UP STREAM SIDE OF MANHOLE.
3. STUBS SHALL BE BULKHEADED AT THE MANHOLE END.
4. SEWER MAIN TO BE LAID WITH BELLS UP-GRADE.
5. MATERIALS SHALL BE SELECTED FROM THE AGENCY'S APPROVED MATERIALS LIST.

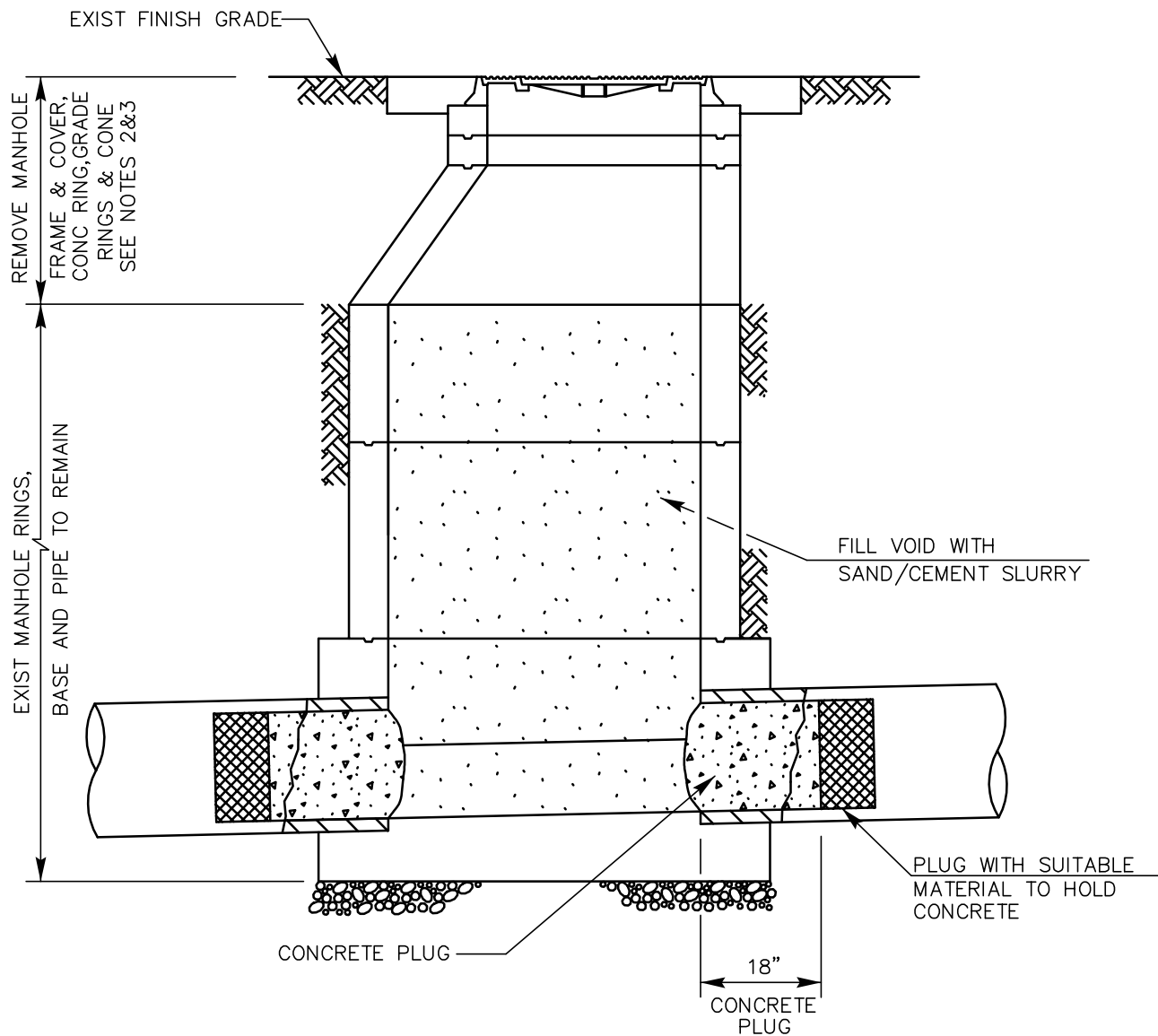
**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015  
DRAWN BY: TD  
APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

**MANHOLE MISCELLANEOUS DETAILS**

**S-103**



NOTES:

1. REFER TO AGENCY SPECIFICATIONS WHERE APPLICABLE.
2. ALL SALVAGED MATERIAL BECOMES PROPERTY OF AGENCY OF JURISDICTION.
3. BACKFILL PER AGENCY'S REQUIREMENT.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

EXISTING MANHOLE ABANDONMENT

S-104

# **APPENDIX A**

## **INYO COUNTY ENCROACHMENT PERMIT**

# INYO COUNTY PUBLIC WORKS DEPARTMENT



P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
(760) 878-0201 Independence  
(760) 873-8481 Bishop  
(760) 878-2001 Fax

Permit No. \_\_\_\_\_

## APPLICATION FOR ENCROACHMENT PERMITS

### TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit Fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before permit is issued.

Please answer all questions below. Attach additional sheets if necessary.

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Describe Work: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Assessor Parcel Number  
of adjacent property: \_\_\_\_\_ Dates when work is anticipated: \_\_\_\_\_

Attach Plans or Drawings of proposed encroachment work (see checklist)  
Applicant agrees to do the work in accordance with Inyo County rules and regulations, standard specifications, and subject to County inspection and approval.

**INDEMNIFICATION REQUIREMENTS:**

Permit No. \_\_\_\_\_

Permittee shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Permittee, or Permittee's agents, officers, or employees, or the failure of Permittee, or Permittee's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Permittee or its employees or agents in the performance of services under this contract. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Permittee, its agents, employees, suppliers, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

**SPECIAL CONDITIONS:** \_\_\_\_\_

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

PERMITTEE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# **APPENDIX B**

## **INYO COUNTY IMPROVEMENT PLAN CHECKLIST**

# INYO COUNTY PUBLIC WORKS DEPARTMENT

## IMPROVEMENT PLAN CHECKLIST

Work Order # \_\_\_\_\_ Checked by: \_\_\_\_\_

Schedule: \_\_\_\_\_ Date: \_\_\_\_\_

### A. PREPARATION OF SHEETS

- \_\_\_ 1. Plan and profile cloth 24" x 36"
- \_\_\_ 2. Drawings shall be in ink and all work must be clearly reproducible
- \_\_\_ 3. Submit eight (8) sets of prints for F.A.S. Projects, and two (2) sets for all other work
- \_\_\_ 4. Submit original for final approval

### B. INDEX AND VICINITY MAP

- \_\_\_ 1. Shown on first sheet
- \_\_\_ 2. Street names shown thereon
- \_\_\_ 3. Flow diagram with drainage arrows
- \_\_\_ 4. Show tie to nearby County Maintained Road System
- \_\_\_ 5. Show location of drainage structures (existing and proposed)
- \_\_\_ 6. Show "Q" for all drainage facilities on work sheet for County review

### C. TITLE BLOCK

- \_\_\_ 1. Use County Road Department Title Block
- \_\_\_ 2. Show all sheet numbers
- \_\_\_ 3. Tract Number, Work Order Number or File Number
- \_\_\_ 4. Registered Engineer's signature and number
- \_\_\_ 5. Date

### D. PLAN VIEW

- \_\_\_ 1. North Arrow (pointing up or to the right)
- \_\_\_ 2. Stationing shall be from south to north or west to east
- \_\_\_ 3. Centerline stationing shown on plan view
- \_\_\_ 4. Stationing at all intersection with equations if applicable
- \_\_\_ 5. Stationing of all BCR's and ECR's
- \_\_\_ 6. Stationing of all BC's and EC's
- \_\_\_ 7. Stationing of end improvements
- \_\_\_ 8. Stationing of end curb and gutter
- \_\_\_ 9. Scale (1" = 40')

- \_\_\_ 10. Show names of all streets
- \_\_\_ 11. Curb return data (delta, tangent, radius and length)
- \_\_\_ 12. Show flow line elevations at all BCR's and ECR's
- \_\_\_ 13. Show flow line elevations on cross gutter at intersections
- \_\_\_ 14. Centerline curve data
- \_\_\_ 15. Right-of-Way lines and easement lines
- \_\_\_ 16. Lot numbers
- \_\_\_ 17. Show connections to existing improvements with elevations and stationing
- \_\_\_ 18. Stopping sight distance adequate for design speed. See design designation
- \_\_\_ 19. Lengths and stationing of transitions or superelevations (if required); also of transitional paved sections for drainage control. Show improvements to be constructed with solid lines, existing improvements shown with dashed lines.
- \_\_\_ 20. Limits of different types of curb and gutter, if applicable
- \_\_\_ 21. Show detail of all proposed streets if necessary
- \_\_\_ 22. Show typical sections for all streets per County Standards:
  - \_\_\_ a. Dimensions of right-of-way, pavement and parkway
  - \_\_\_ b. Base material thickness
  - \_\_\_ c. Asphalt concrete thickness
  - \_\_\_ d. Curb sections
  - \_\_\_ e. Base material under curb section if required
  - \_\_\_ f. Slopes to adjacent property lines
  - \_\_\_ g. Supplemental cross sections required for different design widths, structural sections, half width streets, etc.
  - \_\_\_ h. Note if in Select System
- \_\_\_ 23. Note size, length and gauge of CMP
- \_\_\_ 24. Note size, length and "D" strength of RCP
- \_\_\_ 25. Show construction notes wherever necessary to clarify construction details
- \_\_\_ 26. Show existing pipe lines, weir boxes, irrigation systems, utility poles, traffic control devices, etc., in or adjacent to right-of-way and include note as to their disposition.
- \_\_\_ 27. Refer to Public Works Standard Detail where applicable
- \_\_\_ 28. Specifications note, if different from County Standards
- \_\_\_ 29. Improved drainage easements shall provide either pipe or concrete lined ditch sections. Lined ditches shall have the soil sterilized prior to placement of lining.
- \_\_\_ 30. Slope easements, delineated

Identify pavement transition dimensions (2' minimum) Feather over a minimum of two feet when meeting existing pavement



- \_\_\_ 32. Details of drainage facilities
- \_\_\_ 33. Check benchmark location, elevation and survey control data

#### E. PROFILE VIEW

- \_\_\_ 1. Scale (1"=4' or 1"=8' on prior approval)
- \_\_\_ 2. Existing and future centerline
- \_\_\_ 3. Existing ground at right-of-way line both right and left of centerline
- \_\_\_ 4. Edge of existing pavement both right and left
- \_\_\_ 5. Existing and future top of curb both right and left of centerline with BCR; MOCR; ECR notations, and ¼ points on curb return
- \_\_\_ 6. Show datum elevations on each end of sheet at the centerline ground line and at the right-of-way ground lines
- \_\_\_ 7. If curbs are variable height, show with elevations and station at break points
- \_\_\_ 8. Label all grade lines and profiles; show percent of grade on each
- \_\_\_ 9. Stationing and elevations at beginning and end of improvement
- \_\_\_ 10. Stationing and elevations
- \_\_\_ 11. Stationing and elevations at P.I.
- \_\_\_ 12. Elevations every twenty-five feet (25') on vertical curves
- \_\_\_ 13. Elevations and stationing at all grade breaks
- \_\_\_ 14. Extend profiles beyond end of improvement for 300 feet; if new road intersects existing street, show profile on existing street for 100 feet each way
- \_\_\_ 15. At drainage easements, show profile for grading and daylight to natural ground
- \_\_\_ 16. Indicate length of curb returns
- \_\_\_ 17. Stationing at bottom of profile sheet
- \_\_\_ 18. Names and stationing at intersection street points
- \_\_\_ 19. Structure to scale, note critical flow line elevations (capacity of structure)
- \_\_\_ 20. Use straight grades for cross gutters without flattening; grade of cross gutters shall be in relation to street centerline grade
- \_\_\_ 21. Use vertical curves for all grade break differentials more than 1%
- \_\_\_ 22. The minimum fall from BCR to cross gutter shall be 0.30 feet
- \_\_\_ 23. Profile to be shown of graded or improved drainage facilities



# **APPENDIX C**

## **INYO COUNTY PERMIT FEE SCHEDULE**

# INYO COUNTY PUBLIC WORKS DEPARTMENT

## PERMIT FEES

### TRENCHING

Trenching across street:

|               |                                                               |
|---------------|---------------------------------------------------------------|
| 0-50 feet     | \$50.00                                                       |
| 51-100 feet   | \$1.00 per foot                                               |
| Over 100 feet | \$100.00 plus \$0.30 per foot of length greater than 100 feet |

Trenching parallel to centerline of street and boring

|                |                                                                |
|----------------|----------------------------------------------------------------|
| 0-100 feet     | \$50.00                                                        |
| 101-1500 feet  | \$50.00 plus \$0.30 per foot of length greater than 100 feet   |
| Over 1500 feet | \$200.00 plus \$0.10 per foot of length greater than 1500 feet |

### SPLIT TRENCHING WITH CABLE PLACEMENT

|               |                              |
|---------------|------------------------------|
| All distances | \$50.00 plus \$0.05 per foot |
|---------------|------------------------------|

**TRANSPORTATION PERMITS:** \$16.00

### TREE REMOVAL ON COUNTY RIGHT-OF-WAY

|                             |        |
|-----------------------------|--------|
| By licensed contractor only | \$5.00 |
|-----------------------------|--------|



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:**

**SUBJECT:** Lease agreement between the Inyo-Mono Title Company, A California Corporation, and the County of Inyo.

---

**RECOMMENDED ACTION:**

Request Board approve the lease with Inyo-Mono Title Company, A California Corporation, for office space at 873 North Main Street in Bishop, effective June 15, 2020, contingent upon the Board approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

In 2015 your Board approved a lease agreement for office space rental at 873 N. Main Street in Bishop, for the period of June 15, 2015 through June 14, 2018, with two options to extend through June 14, 2020 in an amount not to exceed \$2,218.34 per month plus utilities. The new lease will be \$2285 per month (until June 14, 2023), with two options to extend with a 3% increase until June 14, 2025 for a total of \$139,592.52 (not including utilities). This office space is utilized by the Sheriff's MINT team, who will not be transitioning to the consolidated office building, and therefore will need to continue operations in the space into the foreseeable future.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Lease. This is not recommended, as no other suitable location has been identified.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditors  
Risk  
Sheriff  
Inyo-Mono Title Company, a California Corporation

**FINANCING:**

The MINT budget pays for the lease: Budget unit 671413, Object Code 5291 Rents & Leases and is budgeted in

this fiscal year.

**ATTACHMENTS:**

1. Lease for Office Space - 873 N. Main St., Bishop

**APPROVALS:**

|                  |                               |
|------------------|-------------------------------|
| Justine Kokx     | Created/Initiated - 4/29/2020 |
| Darcy Ellis      | Approved - 4/29/2020          |
| Aaron Holmberg   | Approved - 4/29/2020          |
| Marshall Rudolph | Approved - 4/29/2020          |
| Amy Shepherd     | Approved - 4/29/2020          |
| Breanne Nelums   | Approved - 4/29/2020          |
| Michael Errante  | Final Approval - 4/29/2020    |

**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND**

---

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

**WITNESSETH:**

**SECTION ONE. ADMINISTRATION.**

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by \_\_\_\_\_, whose title is: \_\_\_\_\_, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by \_\_\_\_\_.

**SECTION TWO. DESCRIPTION.**

Lessor hereby leases to County that real property described as \_\_\_\_\_  
\_\_\_\_\_  
Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

**SECTION THREE. PARKING.**

County shall have reasonable non-exclusive use of the parking areas located \_\_\_\_\_  
\_\_\_\_\_ in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

**SECTION FOUR. INITIAL TERM AND OPTIONS.**

The initial term of this Lease is for \_\_\_\_\_, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From \_\_\_\_\_ through \_\_\_\_\_
- b. From \_\_\_\_\_ through \_\_\_\_\_

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

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

**SECTION FIVE. EARLY TERMINATION.**

This Lease, and any option to renew the Lease that is exercised, may be terminated by County at its sole discretion by first giving to Lessor no less than ninety (90) day written notice.

**SECTION SIX. HOLDING OVER.**

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

**SECTION SEVEN. RENT.**

The rent reserved to Lessor herein shall be the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of \_\_\_\_\_ percent (\_\_\_\_%) of the rent for the previous Lease period.

**SECTION EIGHT. PRORATED RENT.**

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

**SECTION NINE. USE.**

It is the intention of the County to occupy and use the leased premises for \_\_\_\_\_  
\_\_\_\_\_.  
County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

**SECTION TEN. HOURS.**

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

**SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.**

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.



**SECTION TWELVE. UTILITIES.**

Lessor shall provide and pay for the following utilities: \_\_\_\_\_  
\_\_\_\_\_. County shall provide and pay for the  
following utilities: \_\_\_\_\_  
\_\_\_\_\_.

**SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.**

\_\_\_\_\_ shall furnish at \_\_\_\_\_ sole expense janitorial  
and trash removal services which may be required on the leased premises, not less than \_\_\_\_\_  
weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean  
and orderly condition.

**SECTION FOURTEEN. MAINTENANCE.**

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior  
and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling,  
heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make  
repairs required under this clause within a reasonable time after receipt of written notice of the need of such  
repairs.

**SECTION FIFTEEN. SIGNS.**

County may erect signs necessary to identify County's occupancy of the leased premises during the  
term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said  
signs on the leased premises. County shall not place the proposed signs on the leased premises until  
Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said  
consent. Signs shall be removed by County at the termination of this Lease.

**SECTION SIXTEEN. FORCE MAJEURE.**

If either party hereto shall be delayed or prevented from the performance of any act required  
hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes  
not involving the fault, and beyond the control, of the party obligated (financial inability excepted),  
performance of such act shall be waived for the period of the delay; and the period for the performance of  
any such act shall be extended for the equivalent amount of time as the period of such delay. However,  
nothing in this clause shall excuse the County from the payment of any rental or other charge required of  
County, except as may be expressly provided elsewhere in this Lease.

**SECTION SEVENTEEN. WASTE.**

County shall give prompt notice to Lessor of any damages to the leased premises and shall not  
commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased  
premises.

**SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.**

In the event that the leased premises shall be substantially damaged by any cause during the term of  
this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the  
leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its  
option by giving written notice of intention to the other party within thirty (30) days following said destruction; if  
this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

**SECTION NINETEEN. HOLD HARMLESS.**

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

**SECTION TWENTY. RIGHT OF ENTRY.**

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

**SECTION TWENTY-ONE. QUIET POSSESSION.**

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

**SECTION TWENTY-TWO. NOTICE.**

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

**LESSOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.**

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

**SECTION TWENTY-FOUR. SUBORDINATION.**

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

**SECTION TWENTY-FIVE. MECHANIC'S LIEN.**

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

**SECTION TWENTY-SIX. COMPLIANCE WITH LAW.**

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

**SECTION TWENTY-SEVEN. WAIVER.**

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**SECTION TWENTY-EIGHT. DEFAULT.**

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

**SECTION TWENTY-NINE. INUREMENT.**

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**SECTION THIRTY. SEVERABILITY.**

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION THIRTY-ONE. TIME IS OF ESSENCE.**

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

**SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.**

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**SECTION THIRTY-THREE. AMENDMENT.**

The Lease may be amended only by a written document signed by all parties hereto.

**SECTION THIRTY-FOUR. ENTIRE AGREEMENT.**

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

**SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.**

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND**

---

**Initial Term of Lease:**

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IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

**LESSEE**

County of Inyo

---

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

Date: \_\_\_\_\_

**LESSOR**

\_\_\_\_\_  
(Please Type or Print Name)

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Approved as to form and content:

\_\_\_\_\_  
County's Lease Administrator

Approved as to form and legality:

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

Approved as to accounting form and content:

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

Approved as to insurance and risk management:

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



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Board of Supervisors

**SUBJECT:** Requesting State Legislators' Support of Emergency Funding for California Fairgrounds

---

**RECOMMENDED ACTION:**

Request Board approve letters to Senator Andreas Borgeas and Assemblyman Devon Mathis requesting emergency funding support for California's fairs and fairgrounds in the Fiscal Year 2020-21 State Budget, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Governor Gavin Newsom recently stated that no large-scale events will be allowed in California until there is a vaccine for and/or herd immunity to the COVID-19 virus. This could be months away or longer, which means that mass gatherings like sporting events, fairs, or concerts could be postponed or canceled altogether. Because fairgrounds are self-funded, there is concern that the aforementioned ban of large-scale events will put all California fairgrounds in jeopardy.

The Eastern Sierra Tri-County Fairgrounds is one of 76 fairgrounds representing all 58 counties in the state. The economic impact to California's fairs - which generate over \$35 million in non-profit and community benefits annually, preserve 30,000 jobs statewide, and generate more than \$3.5 billion in annual economic impact while contributing over \$200 million in tax revenue to local and state government - could be tremendous.

Fairgrounds CEO Jen McGuire has asked the Board of Supervisors to urge Inyo County's Senate and Assembly representatives to push for emergency funding for the California Network of Fairs when they begin deliberating the FY 2020-21 Budget in coming weeks - not just for economic reasons, but to also preserve the fairgrounds as a community gathering place and critical staging ground for first responders during emergencies and natural disasters.

Draft letters to Senator Andreas Borgeas and Assemblyman Devon Mathis are attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Governor Newsom issued a statewide stay-at-home order and social distancing policies in March in response to the COVID-19 outbreak. To date as a result of the stay-at-home order and response to COVID-19, more than 26 fairgrounds have canceled, postponed, or drastically altered their annual fair, and more are expected to make similar decisions in the coming weeks. Educational, entertainment, and family events that are important to communities have also been canceled, postponed, or closed.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board may make additions or other changes to the letters, or decide not to approve the letters at all, but this latter option is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Eastern Sierra Tri-County Fairgrounds

**FINANCING:**

There are no financial impacts to the County associated with approval of the requested letters.

**ATTACHMENTS:**

1. Emergency Fairgrounds Funding-Inyo County BOS Letter 05.12.20 (Mathis)
2. Emergency Fairgrounds Funding-Inyo County BOS Letter 05.12.20 (Borgeas)

**APPROVALS:**

Darcy Ellis  
Clint Quilter

Created/Initiated - 5/5/2020  
Final Approval - 5/5/2020



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

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

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JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

May 12, 2020

The Honorable Devon Mathis  
California State Assembly, 26<sup>th</sup> District  
State Capitol, Suite 2111  
Sacramento, CA 95814

### **RE: Emergency Funding for the California Fairs Network**

Dear Assemblyman Mathis,

On behalf of the Inyo County Board of Supervisors, I write to urge your support for the Network of California Fairs as you deliberate the State budget in the coming weeks.

As you are aware, Governor Newsom issued a statewide stay-at-home order and social distancing policies in response to the COVID-19 outbreak. Most recently on April 14, the governor announced six key indicators that will guide decisions as to how California will lift the stay-at-home order and reopen the economy. Newsom also stated during his daily press briefing that there would be no large-scale events until there is a vaccine and/or herd immunity. This could be months away or longer, which means that mass gatherings like sporting events, fairs, or concerts aren't going to happen anytime soon. Fairgrounds are self-funded and the aforementioned governmental actions will put all California fairgrounds in jeopardy.

The Eastern Sierra Tri-County Fairgrounds is one of 76 fairgrounds representing all 58 counties in the state; together they served more than 35 million Californians that visited fairgrounds last year. Fairgrounds are often the heartbeat of their community, generating over \$35 million in non-profit and community benefits, and promoting a quality of life serving as gathering spots, recreation facilities, and learning centers. Fairgrounds preserve 30,000 jobs statewide and generate more than \$3.5 billion in annual economic impact while contributing over \$200 million in tax revenue to local and state government.

In addition, fairgrounds are an essential part of the infrastructure necessary for the State to effectively respond during natural disasters and emergencies. During wildfires, fairgrounds stage emergency vehicles and fire equipment, shelter displaced residents and animals, and generally support the community efforts to cope with each emergency. As an example, several fairgrounds are currently serving as coronavirus testing centers, command centers for the Office of Emergency Services, or homeless shelters to help the State's effort to deal with the myriad issues resulting from the COVID-19 pandemic. California fairgrounds receive no revenue for providing these necessary services.

To date as a result of the stay-at-home order and response to COVID-19, more than 26 fairgrounds have canceled, postponed, or drastically altered their annual fair, and more are expected to make similar decisions in the coming weeks. Educational, entertainment, and family events that are important to the communities we serve – like weddings, family reunions, seasonal trade shows, equestrian events, dog shows, quinceaneras, stand down events for veterans, non-profit organization fundraisers, learning center activities, and other community events – have also been canceled, postponed, or closed. The financial hardship is not only felt by the fairs and their employees but also by our service members and all the local businesses that rely on our fairgrounds and the Network of California Fairs to survive.



We respectfully request your help during these unprecedented challenging times by appropriating \$300 million in the Fiscal Year 2020-21 Budget as emergency assistance for the Network of California Fairs. Without this level of support, many fairs will close, resulting in the State being responsible for fairgrounds' employees' salaries and health benefits, general liability and workers' compensation insurance, unfunded pension liabilities, risk pool service fees, property insurance, and the actual disposition of the fairgrounds property.

The Network of California Fairgrounds has always been there to add to the quality of life and assist the citizens of this great state. The Inyo County Board of Supervisors and Eastern Sierra Tri-County Fairgrounds are very optimistic about the future of fairs and the strength of the Network of California Fairs and its partners. Now is the time to provide emergency funding and preserve the legacy of the State's fairgrounds for future generations to come.

We look forward to working with you on this urgent matter and welcome the opportunity to talk with you in the near future. Thank you for your continued support of the Eastern Sierra Tri-County Fairgrounds.

Sincerely,

Matt Kingsley, Chair  
Inyo County Board of Supervisors

Cc: Western Fairs Association  
California Fairs Alliance



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
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CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

May 12, 2020

The Honorable Andreas Borgeas  
California State Senate, 8<sup>th</sup> District  
State Capitol, Suite 3082  
Sacramento, CA 95814

### **RE: Emergency Funding for the California Fairs Network**

Dear Senator Borgeas,

On behalf of the Inyo County Board of Supervisors, I write to urge your support for the Network of California Fairs as you deliberate the State budget in the coming weeks.

As you are aware, Governor Newsom issued a statewide stay-at-home order and social distancing policies in response to the COVID-19 outbreak. Most recently on April 14, the governor announced six key indicators that will guide decisions as to how California will lift the stay-at-home order and reopen the economy. Newsom also stated during his daily press briefing that there would be no large-scale events until there is a vaccine and/or herd immunity. This could be months away or longer, which means that mass gatherings like sporting events, fairs, or concerts aren't going to happen anytime soon. Fairgrounds are self-funded and the aforementioned governmental actions will put all California fairgrounds in jeopardy.

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In addition, fairgrounds are an essential part of the infrastructure necessary for the State to effectively respond during natural disasters and emergencies. During wildfires, fairgrounds stage emergency vehicles and fire equipment, shelter displaced residents and animals, and generally support the community efforts to cope with each emergency. As an example, several fairgrounds are currently serving as coronavirus testing centers, command centers for the Office of Emergency Services, or homeless shelters to help the State's effort to deal with the myriad issues resulting from the COVID-19 pandemic. California fairgrounds receive no revenue for providing these necessary services.

To date as a result of the stay-at-home order and response to COVID-19, more than 26 fairgrounds have canceled, postponed, or drastically altered their annual fair, and more are expected to make similar decisions in the coming weeks. Educational, entertainment, and family events that are important to the communities we serve – like weddings, family reunions, seasonal trade shows, equestrian events, dog shows, quinceaneras, stand down events for veterans, non-profit organization fundraisers, learning center activities, and other community events – have also been canceled, postponed, or closed. The financial hardship is not only felt by

the fairs and their employees but also by our service members and all the local businesses that rely on our fairgrounds and the Network of California Fairs to survive.

We respectfully request your help during these unprecedented challenging times by appropriating \$300 million in the Fiscal Year 2020-21 Budget as emergency assistance for the Network of California Fairs. Without this level of support, many fairs will close, resulting in the State being responsible for fairgrounds' employees' salaries and health benefits, general liability and workers' compensation insurance, unfunded pension liabilities, risk pool service fees, property insurance, and the actual disposition of the fairgrounds property.

The Network of California Fairgrounds has always been there to add to the quality of life and assist the citizens of this great state. The Inyo County Board of Supervisors and Eastern Sierra Tri-County Fairgrounds are very optimistic about the future of fairs and the strength of the Network of California Fairs and its partners. Now is the time to provide emergency funding and preserve the legacy of the State's fairgrounds for future generations to come.

We look forward to working with you on this urgent matter and welcome the opportunity to talk with you in the near future. Thank you for your continued support of the Eastern Sierra Tri-County Fairgrounds.

Sincerely,

Matt Kingsley, Chair  
Inyo County Board of Supervisors

Cc: Western Fairs Association  
California Fairs Alliance



# County of Inyo



## Planning Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Cathreen Richards

**SUBJECT:** Cal Trans District 9: Meadow Farms ADA Project, Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment.

---

**RECOMMENDED ACTION:**

Request Board receive presentation on the Caltrans Meadow Farms American with Disabilities Act Project; review draft comments; and potentially authorize the Chairperson to sign and provide direction to staff to send.

**SUMMARY/JUSTIFICATION:**

Cal Trans, District 9 is proposing to upgrade pedestrian facilities to comply with the Americans with Disabilities Act (ADA) along Highway 395 between See Vee and Barlow Lanes (North Sierra Highway) (the document can be found on the Planning Department webpage at: <https://www.inyocounty.us/services/planning-department/other-jurisdictions-plans-and-documents>). The project proposal includes upgrading non-standard curb ramps, driveways, pedestrian push buttons, re-stripping pavement markings, relocating traffic signals and masts, and constructing new pedestrian and bicycle facilities on both sides of the highway.

The general area surrounding North Sierra Highway has some of the highest density population in the County with several large residential areas. It is also an intersection of County, City of Bishop and Bishop Paiute Tribal lands. Land use along the highway is a hodge-podge of commercial and residential development and open space with intermittent and poorly defined sidewalks and bike lanes.

The Meadow Farms ADA project includes two build alternatives and a no build alternative. Both build alternatives include re-stripping for a 12-foot center turn lane, and two 11-foot travel lanes on each side. The differences by Alternative are:

Alternative 1: This alternative includes widening the Highway by approximately 7.6 feet on each side. This would accommodate the travel and turn lanes and add a 5-foot bicycle lane in each direction, full 8-foot shoulders for on-street parking, and a 6-foot sidewalk on both sides of the highway. The bridge over Bishop Creek would have to be widened to accommodate the wider facility. Curb ramps at road intersections and driveways would be newly constructed or reconstructed.

Alternative 2: This alternative basically fits within the existing right-of-way to allow for, in addition to the travel and turn lanes, a 5-foot bicycle lane and a 5-foot sidewalk on both sides of the highway. Due to the resulting narrower shoulder width, on-street parking would not be included in this alternative. New curb ramps at road intersections and driveways would be reconstructed.

Either alternative would be a vast improvement to this section of North Sierra Highway and either alternative is compliant with previous planning efforts. A Corridor Plan and preliminary specific plan were prepared for the North Sierra Highway with a SB-1 grant. This proposal's planning area is a subsection of the Corridor Plan's. An extensive public outreach effort was conducted for the Corridor Plan and a primary theme that came out of this effort was the need for multi-modal facilities along the North Sierra Highway. These included ADA complaint facilities, complete sidewalks and gutters and bicycle lanes. There was also keen interest in the area for economic development.

The primary difference in the Alternatives, with regard to economic development potential for the area, relates to parking mitigation. Alternative 1 widens the right-of-way to include on street parking and there is no overall loss of parking spaces and no need to create additional off-street parking. Alternative 2 stays within the existing right-of-way resulting in a loss of all on-street parking. To make up for the loss of parking, Cal Trans is proposing two possible sites for public parking lots. One is to the east of Mahogany Smoked Meat's parking area and the other is an under-utilized lot to the west of Early Pond Lane. With either, a signal controlled pedestrian crossing would be included. Cal Trans is including with Alternative 2's parking proposal that they will develop one of these lots for parking and then turn it over to the County to maintain, or if the County is not interested, they would operate it under their park and ride program. The lot off of Early Pond is zoned Highway Services and Tourist Commercial and the one east of Mahogany Smoked Meats is General Commercial. This would cause a loss of commercially zoned property and possibly economic development potential. The Board might also want to consider whether or not they wish to inherit the responsibility of maintaining a parking lot.

Other concerns the Board may wish to consider are:

- Cal Trans is not scheduling public meetings due to the Covid-19 pandemic. This is a disservice to the community. Public meetings can be requested, however, page 2.
- The lighting references on page 23 states: Any lighting elements included in the project will adhere to all Inyo County ordinances. This should be more specific with a General Plan reference as the County does not currently have a lighting ordinance.
- Possible drainage issues are discussed throughout the document and are considered a less than significant impact, page 109. Encourage Cal Trans to work with individual property owners on specific drainage issues during the design phase.
- Possible impacts to the businesses that will potentially lose business during construction in spite of it happening outside of tourist season are not considered in the document. Cal Trans should evaluate this as it could be very impactful to local businesses and include a mitigation strategy.

## **BACKGROUND/HISTORY OF BOARD ACTIONS:**

## **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

## **OTHER AGENCY INVOLVEMENT:**

The City of Bishop; the Bishop Paiute Tribe; Local Transportation Commission; and the Inyo County Road Department

## **FINANCING:**

## **ATTACHMENTS:**

1. Draft comment letter

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 4/24/2020  
Approved - 4/27/2020  
Final Approval - 5/6/2020



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: dellis@inyocounty.us

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CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

May 12, 2020

Angela Calloway, Environmental Branch Chief  
Attention: Bradley Bowers Department of Transportation, Environmental Analysis  
500 S. Main Street,  
Bishop, CA 93514

**SUBJECT:** Meadow Farms ADA Project – Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment.

Ms. Calloway:

The Inyo County Board of Supervisors would first like to convey our gratitude for the opportunity to comment on the Meadow Farms ADA Project environmental documents. We would also like to request that Cal Trans conduct public meetings as it is vitally important to offer these opportunities to the public. It is still possible to hold public meetings under the Covid-19 directives and County staff would be happy to help Cal Trans staff with the logistics.

We would also like to share our enthusiasm for this very important project. The improvements to this section of North Sierra Highway are greatly needed. We appreciate Cal Trans' attention to the planning work already conducted by Inyo County, the City of Bishop and the Bishop Paiute Tribe for this area, and for the meetings that you have held with County staff to discuss the project.

There are several comments we would like to submit on the Meadow Farms Project Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment:

1. We are in support of the project - Alternative 1. The lots identified for possible off street parking in Alternative 2 are zoned for commercial activities. The lot identified off of Early Pond is zoned Highway Services and Tourist Commercial and the one east of Mahogany Smoked Meats is General Commercial. Using these lots for parking would cause a loss of commercially zoned property for possible economic development in the general area and the County at large.
2. The lighting references on page 23 states: Any lighting elements included in the project will adhere to all Inyo County ordinances. This should be more specific with a General Plan

reference. The Inyo County General Plan states under 8.8 Visual Resources –VIS 1.6 *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.*

3. Possible drainage issues are discussed throughout the document and are considered a less than significant impact, page 109. We encourage you to work with individual property owners on specific drainage issues during the design phase.
4. Possible impacts to the businesses located along the section of North Sierra Highway that will potentially lose business during construction, in spite of it happening outside of tourist season, are not fully considered in the document. Cal Trans should evaluate this as construction could be very impactful to local businesses and include a mitigation strategy for them.

If you have any questions regarding these comments, please contact the County's Administrative Officer, Clint Quilter, at (760) 878-0292 or [cquilter@inyocounty.us](mailto:cquilter@inyocounty.us).

Sincerely,

Matt Kingsley, Chairperson,  
Inyo County Board of Supervisors





# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Aaron Steinwand

**SUBJECT:** Inyo County/Los Angeles Standing Committee Meeting – May 15, 2020

---

**RECOMMENDED ACTION:**

Request Board provide direction to the County's Standing Committee representatives in advance of the Inyo County/Los Angeles Standing Committee meeting scheduled for May 15, 2020.

**SUMMARY/JUSTIFICATION:**

The Standing Committee agenda has not been finalized as of the drafting of this Agenda Request, but the agenda is expected to be relatively short. The Standing Committee agenda will include reports on runoff and operations and the LADWP annual operations plan (pumping plan). Required actions at the meeting will be consultation with California Department of Fish and Wildlife before setting the LORP seasonal habitat flow and Blackrock Waterfowl Management Area flooded acreage.

Copies of the draft agenda will be distributed by today's meeting.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

LADWP, CDFW

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Aaron Steinwand  
Darcy Ellis

Created/Initiated - 4/24/2020  
Approved - 4/27/2020

Aaron Steinwand  
Marshall Rudolph  
Amy Shepherd

Approved - 5/1/2020  
Approved - 5/1/2020  
Final Approval - 5/1/2020



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Aaron Steinwand

**SUBJECT:** Owens Valley Groundwater Authority Meeting – May 14, 2020

---

**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for May 14, 2020 in Bishop, CA.

**SUMMARY/JUSTIFICATION:**

At the May 14, 2020 OVGA meeting, in accordance with Article IV of the JPA, the OVGA Board will consider a final 2020-21 annual budget. In addition the OVGA will consider approving agreements with the Owens Valley Committee and the Lone Pine Paiute-Shoshone Tribe for Interested Party status. The members will continue the discussion from the March 12, 2020 meeting regarding the request for Associate status the Meadow Creek Mutual Water Company.

The consultant preparing the Groundwater Sustainability Plan (GSP) will present elements of the GSP. The consultant will also present the draft Communications and Engagement Plan for the stakeholder process reviewed by the Ad Hoc subcommittee. These items are steps in the development of a GSP by the consultant and OVGA and will constitute the majority of the meeting. OVGA staff will also provide financial reports and reports on the Indian Wells Valley Groundwater Authority

Per direction from the Directors at the March meeting, staff and the GSP consultants will discuss the schedule of OVGA meetings in 2020.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Indian Creek-Westridge CSD, Eastern Sierra CSD, Big Pine CSD

**FINANCING:**

N/A

**ATTACHMENTS:**

1. OVGA 05.14.20 Draft Agenda

**APPROVALS:**

Aaron Steinwand  
Darcy Ellis  
Aaron Steinwand  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 4/24/2020  
Approved - 4/27/2020  
Approved - 4/29/2020  
Approved - 4/29/2020  
Final Approval - 5/5/2020

## Owens Valley Groundwater Authority

### Bishop City Council Chambers

May 14, 2020 2:00 PM

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (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 alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Inyo County Water Department office is closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and Staff will participate via videoconference accessible to the public at:

[INSERT ZOOM LINK HERE.](#)

Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@XXXXXX](mailto:donotreply@XXXXXX). Additional methods to join the meeting via phone are provided on the following page.

Public comment may be provided by emailing the comments prior to the meeting or before the staff report for the item has ended. At that point all emailed comments will be read into the record and the Board of Directors will consider the comments as it deliberates. Please send comments for the OVGA meeting public comment period or individual agenda items to [lpiper@inyocounty.us](mailto:lpiper@inyocounty.us), and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the March 12, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Report on Indian Wells Valley Groundwater Authority activities.
  - a. Financial Report.
7. Consideration of final 2020-2021 OVGA budget.
8. Consideration and possible approval of agreements for Interested Party status for agreements for the Owens Valley Committee and the Lone Pine Paiute-Shoshone Reservation (Article V Sections 1.2 and 1.3 of the OVGA JPA)
9. Consideration and possible approval of Associate status for Meadowcreek Mutual Water Co.

10. Presentation of draft Communications and Engagement Plan.
11. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
12. OVGA meetings required in 2020-2021 for GSP preparation.
13. Discussion regarding future agenda items.
14. Set next meeting.
15. Adjourn.

DRAFT



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:**

**SUBJECT:** Ratify Amendment 4 to the agreement between WEC and Inyo County

---

**RECOMMENDED ACTION:**

Request Board ratify and approve Amendment 4 to the agreement between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA increasing the contract to an amount not to exceed \$755,350, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

On December 31, 2018 the County applied for an Airport Improvement Project (AIP) Grant from the Federal Aviation Administration (FAA) for the Bishop Airport to carry out construction of the Taxiway Rehabilitation Project. On September 17, 2019 the construction contract was awarded to Qualcon Contractors Inc. in the amount of \$4,722,055. Construction was delayed due to cold weather and the availability of asphalt, and is scheduled to begin mid-May.

Amendment 4 to the contract with WEC will add construction support for this project to the scope of work of the on-call contract, as shown in Attachment A-4: *Scope of Work*.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Approval of the Master Contract with WEC for On-Call Airport Engineering and Planning Services - April 16, 2019

Approval of Plans and Specification, and acceptance of the forthcoming FAA grant - May 14th, 2019

Approval an award of the construction contract for the Bishop Taxiway Rehabilitation Project to Qualcon - September 7, 2019

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

FAA  
CDA

**FINANCING:**

The Project will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the cost of the Project up to \$150,000. The reimbursable costs will be paid through budget unit 630305 Bishop Airport Taxiway Rehab, object code 5265, Professional Services in the amount of \$317,049. The County's cost share of this contract will be \$31,705.

**ATTACHMENTS:**

1. WEC Amendment 4

**APPROVALS:**

|                  |                               |
|------------------|-------------------------------|
| Ashley Helms     | Created/Initiated - 4/30/2020 |
| Darcy Ellis      | Approved - 4/30/2020          |
| Ashley Helms     | Approved - 5/4/2020           |
| Michael Errante  | Approved - 5/4/2020           |
| Marshall Rudolph | Approved - 5/5/2020           |
| Breanne Nelums   | Approved - 5/5/2020           |
| Amy Shepherd     | Approved - 5/5/2020           |
| Michael Errante  | Final Approval - 5/5/2020     |



**AMENDMENT NO. 4**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**WADSELL ENGINEERING CORPORATION**  
**For**  
**On-Call Airport Engineering and Planning Services**

**BISHOP AIRPORT TAXIWAY REHABILITATION PROJECT**  
**CONSTRUCTION PHASE SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated April 16, 2019, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed seven hundred fifty five, three hundred and fifty (\$755,350.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Taxiway Rehabilitation Project Construction Phase Services, as described Attachment A-4 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-4 to the Contract shall be the lump-sum, fixed-price fee of \$ 317,049.00.

The effective date of this amendment to the Agreement is 4/30/2020.

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

**AMENDMENT NO. 4**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**WADELL ENGINEERING CORPORATION**  
**For**  
**On-Call Airport Engineering and Planning Services**

**BISHOP AIRPORT TAXIWAY REHABILITATION PROJECT**  
**CONSTRUCTION PHASE SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

**CONSULTANT: WADELL ENGINEERING CORP.**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO RISK ASSESSMENT:

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

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
WADELL ENGINEERING CORPORATION  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING  
SERVICES**

**TERM:**

**FROM:** April 16, 2019      **TO:** April 15, 2024

**SCOPE OF WORK**

The CONSULTANT will provide construction phase services for the Bishop Airport Taxiways Rehabilitation Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; participating in a contractor provided QA/QC workshop, coordinating the notice to proceed; preparation of updated "FOR CONSTRUCTION" WEC plans and cost estimates to coordinate with the runway rehabilitation project by Granite Construction, review and processing of contractor submittals and requests for information; procurement of an acceptance testing subconsultant; principal engineer site visits for on-site construction observation during critical work periods; full-time construction observation during active work periods, field and office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of daily and weekly reports, wage rate interviews for county checking, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

**SCHEDULE OF SERVICES:**

The construction contractor's contract allows a maximum of 150 calendar days for all work. The contractor schedule indicates the work will be completed in approximately 100 calendar days, which is the basis of this amendment. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING  
SERVICES**

**TERM:**  
**FROM:** April 16, 2019      **TO:** April 15, 2024

**SCHEDULE OF FEES:**

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of \$317,049 for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** 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 - 5/5/2020  
Final Approval - 5/5/2020



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of April 28, 2020.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**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 - 5/5/2020  
Final Approval - 5/5/2020



# County of Inyo



## Public Works - Building & Safety

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** May 12, 2020

**FROM:** Michael Errante

**SUBJECT:** Ordinance to Update Title 14

---

**RECOMMENDED ACTION:**

Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards."

**SUMMARY/JUSTIFICATION:**

At the May 5, 2020 Board of Supervisors meeting, your Board read the title and waived further reading of a proposed ordinance titled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards." Also on May 5, your Board scheduled this ordinance for enactment for 10:30 a.m. on Tuesday, May 12, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

This ordinance therefore comes to your Board for enactment on this day.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to enact this ordinance. However, that is not recommended. As detailed in the May 5 staff report and as discussed by Tyson Sparrow at the May 5 Board of Supervisors meeting, this ordinance makes much needed updates to Title 14 of the County Code.

**OTHER AGENCY INVOLVEMENT:**

Environmental Health, Water Department, Planning, County Counsel

**FINANCING:**

**ATTACHMENTS:**

1. Title 14 Update Ordinance
2. Title 14 Ordinance Exhibit A



**APPROVALS:**

Grace Chuchla

Darcy Ellis

Marshall Rudolph

Michael Errante

Created/Initiated - 5/5/2020

Approved - 5/5/2020

Approved - 5/5/2020

Final Approval - 5/5/2020

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING AND REPLACING TITLE 14 OF THE INYO COUNTY CODE RELATED TO BUILDING AND SAFETY STANDARDS**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update Title 14 of the Inyo County Code to reflect changes in building and safety standards that have occurred since Title 14's last update.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Health and Safety Code Sections 17958 and 17958.5, which authorize the County to adopt building and safety standards, and Title 24 of the California Code of Regulations, which imposes mandatory building and safety standards on all construction in California.

**SECTION THREE. REPEAL AND REPLACEMENT OF TITLE 14.**

The current version of Title 14 of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title 14, attached hereto as Exhibit A.

**SECTION FOUR. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION FIVE. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SIX. EFFECTIVE DATE.**

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby

instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

**PASSED AND ADOPTED** this 5th day of May, 2020, by the following vote:

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

---

MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

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

# **Exhibit A**

## **Title 14**

### **BUILDING AND SAFETY**

#### **Chapters:**

- 14.04 General Provisions**
- 14.08 Building Regulations**
- 14.12 Construction Site Regulations**
- 14.16 Building Moving and Demolition**
- 14.20 Fire Mitigation Fees**
- 14.24 Water Wells**
- 14.28 Flood Damage Prevention**

## Chapter 14.04 – GENERAL PROVISIONS

### Sections:

|                  |                                                                                                               |
|------------------|---------------------------------------------------------------------------------------------------------------|
| <b>14.04.010</b> | <b>Title.</b>                                                                                                 |
| <b>14.04.020</b> | <b>Administration.</b>                                                                                        |
| <b>14.04.030</b> | <b>Scope.</b>                                                                                                 |
| <b>14.04.040</b> | <b>Habitation restrictions.</b>                                                                               |
| <b>14.04.050</b> | <b>Permits—Application.</b>                                                                                   |
| <b>14.04.060</b> | <b>Building Permit Expiration.</b>                                                                            |
| <b>14.04.070</b> | <b>Applicability restriction.</b>                                                                             |
| <b>14.04.080</b> | <b>Planning, health, public works and other required approvals prerequisite to building permits issuance.</b> |

#### **14.04.010 Title.**

Title 14 shall be known as the “County Building and Safety Ordinance.”

#### **14.04.020 Administration.**

For the purpose of administering and enforcing this title, there is established in the county, within the Department of Public Works, a Building Official.

- A. The Building Official is authorized and directed to enforce all the provisions of this title, and for such purpose, he shall have the powers of a peace officer, provided that he has obtained the required peace officer certifications under California law.
- B. The determination of value or valuation under any of the provisions of this title shall be made by the Building Official.
- C. The Director of the Inyo County Public Works Department shall serve as the Inyo County Building Official. The Director of Public Works may appoint such deputies, officers, inspectors, assistants and other employees as shall be authorized by the Board of Supervisors in order to carry out his duties as the Building Official.
- D. The Building Official is designated as the county enforcement official referred to in Section 19121 of the Health and Safety Code of the State of California.
- E. Upon presentation of proper credentials and during the time that a building permit for a structure, building, or premises is in effect, the Building Official may enter at reasonable times said structure, building, or premises to perform any duty imposed upon him by this Title and to make any inspections, re-inspections or tests of any installation.

#### **14.04.030 Scope.**

The provisions of this Title shall apply to all buildings and structures in the unincorporated territory of Inyo County, except to the extent that any building or structure may be exempted from compliance by the California Building Code, state, or federal law.

#### **14.04.040 Habitation restrictions.**

Notwithstanding any provisions of this title, no one shall use as a place of habitation, residence or business any discarded, used, secondhand, salvaged, abandoned boxcar, refrigerator car, recreational

vehicle, motor bus body or similar vehicle body; provided however, nothing herein shall prohibit the use of said structures for other than places of abode, habitation or business; and provided further, nothing contained herein shall prohibit the use of said structures for places of abode, habitation or business providing such structures are altered, changed or reconstructed so as to comply with all other conditions and requirements of this Title.

**14.04.050 Permits—Application.**

Notwithstanding any state or federal law or County ordinance exempting certain buildings or structures from the application of this Title, any person may submit an application for a permit to construct any building or structure otherwise exempted from the application of this title. If a permit is granted, the provisions of this Title shall thereafter apply to said construction.

**14.04.060 Building Permit Expiration.**

All building permits and planchecks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period of twelve months (one year) from the time of application. At this time any further application for the project will require a new plan check fee and new application submitted.
- B. All building division permits will become void thirty-six months (three years) after issuance, unless:
  - 1. A written request for a permit extension is submitted;
  - 2. The construction is progressing at a proponent's best rate; and
  - 3. The construction activity is posing no life-safety threat to the public or to any person.
- C. If the building or work authorized by such permit is not commenced within one year from the date of permit issuance, or work authorized by such permit is suspended or abandoned at any time after the work is commenced, the permit's suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plan check is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit, the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.
  - 1. Upon review and approval by the Building Inspector, an extension may be granted for an additional year. Should this additional twelve months (one year) time elapse, a new building permit shall be obtained prior to the continuation of work on the project.
  - 2. The new permit fee will be calculated on the hourly amount of plancheck required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

**14.04.070 Applicability restriction.**

The provisions of this Title or any amendment thereto, shall not apply to any building or structure, the foundations of which were completed prior to the effective date of the ordinance codifying this Title, provided the construction is continued without undue interruptions or delays after the completion of such foundations. Provided, however, that nothing in this section shall be construed to exempt any building or structure from compliance with any pre-existing state or federal laws.

**14.04.080 Planning, health, public works and other required approvals prerequisite to building permits issuance.**

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the Building Official is satisfied that all required application reviews for permits issued by any other County department have been completed.



## Chapter 14.08 – BUILDING REGULATIONS

### Sections:

|           |                                                            |
|-----------|------------------------------------------------------------|
| 14.08.010 | Purpose of chapter.                                        |
| 14.08.020 | Express findings.                                          |
| 14.08.030 | Codes adopted by reference.                                |
| 14.08.040 | Building permit fees.                                      |
| 14.08.050 | Plancheck.                                                 |
| 14.08.060 | Violation – penalties.                                     |
| 14.08.070 | Election of remedy.                                        |
| 14.08.080 | Liability of county employees.                             |
| 14.08.090 | Board of appeals.                                          |
| 14.08.100 | Utility connection.                                        |
| 14.08.110 | Erly connection of utility service; temporary power poles. |
| 14.08.120 | Snow loads.                                                |
| 14.08.130 | Wind loads.                                                |
| 14.08.140 | Defensible space and fire hazard reduction.                |
| 14.08.150 | Manufactured truss submittal requirements.                 |

#### **14.08.010 Purpose of Chapter**

This Chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this Chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed in compliance with this Chapter.

#### **14.08.020 Express Findings**

The Inyo County Board of Supervisors makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes, Title 24, are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes, Title 24, by including listed appendices and codes detailing requirements specific to the local climatic, geological or topographical conditions of Inyo County.

#### **14.08.030 Codes adopted by reference.**

All Parts of the most recent version of the California Code of Regulations, Title 24, are hereby adopted in the County of Inyo as a matter of state law, subject to the modifications and amendments contained in this Chapter.

#### **14.08.040 Building Permit Fees**

All permit fees, including building, electrical, plumbing, and mechanical permits, shall be paid to the Building Department in an amount set forth and adopted by resolution of the Board of Supervisors. The

fee shall be calculated so as to recover the total cost of administration and enforcement of all rules and regulations surrounding building permits, but shall not exceed the actual cost of the regulatory program authorized by this Title.

**14.08.050 Plancheck.**

Permit applications containing engineered design submitted to the Inyo County Building Department for plancheck review exceeding conventional light-frame construction code provisions in order to address seismic design, wind load, ground snow load, or because of unconventional or irregular design, may be subject to plancheck review by in-house personnel or contract engineering consultants as determined on a case-by-case basis by the Building Official. All commercial structures containing engineering design requirements shall be subject to plancheck review. The expense for such plancheck and design review by in house personnel and/or contract engineering consultants shall be paid by the project applicant.

**14.08.060 Violation – penalties.**

- A. Unlawful Acts. It shall be unlawful for any person, vendor, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this Title and the technical codes as amended and adopted by the County. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the county is declared to be a public nuisance per se.
- B. Notice of Violation. The Building Official shall be vested with the necessary powers and duties to enforce the provisions of this Title. The Building Official and his or her deputy inspectors may issue citations for violations and serve a notice of the citation on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of this Title or in violation of a permit or certificate issued under this Title.
  - 1. The Building Official shall have the discretion to determine the time within which the citation will require the cessation of the unlawful act(s). The Building Official is authorized to order the immediate cessation of unlawful act(s) if he determines that immediate cessation is necessary to preserve public health and safety.
  - 2. In determining the timeframe within which cessation of the unlawful act must occur, the Building Official may consider the following list of non-exclusive factors:
    - i. The degree of danger posed to any occupants or inhabitants of the structure in question;
    - ii. The degree of danger posed to the public due to the unlawful condition of the structure in question;
    - iii. Any good faith efforts by the owner of the structure in question to voluntarily abate the unlawful condition;
    - iv. The availability of contractors, engineers, or other construction professionals whose expertise will be necessary to abate the unlawful condition.
  - 3. A citation issued pursuant to this subsection shall constitute an order or final determination as that term is used in Section 14.08.090.
- C. Violation Penalties.

1. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the building division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this Title in execution of the work nor from any other penalties, prescribed herein.
  2. In addition to any remedy set forth in any of the codes enumerated in this Chapter, any person, association or corporation violating any of the provisions of this Title is guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars per day that the offense is maintained or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment. Each day's maintenance of a violation of this Title shall be considered a separate offense.
- D. The procedures described in section 14.08.060 and section 14.08.090 shall constitute the means of enforcing the provisions of this Title. Except where expressly adopted, the abatement procedures described in Title 22 of the Inyo County Code shall not apply to any alleged violations of this Title.

**14.08.070 Election of remedy.**

The prosecution of a criminal action pursuant to Section 14.08.060 shall not preclude the initiation of any civil or administrative action, or vice versa.

**14.08.080 Liability of county employees.**

This Title shall not be construed as imposing upon the county, or upon any of its officers or employees, any liability or responsibility for damage resulting from defective building, plumbing or electrical work; nor shall the county, or any officer or employee thereof, be held as assuming any such liability or responsibility by reason of any inspection under this Title.

**14.08.090 Board of Appeals.**

Any individual who believes that he has been aggrieved by an order or final determination made by the Building Official relative to the application and interpretation of this Title must challenge that order or determination via the process set forth below:

- A. Initial challenge. Within thirty days of the date of issuance of the order or determination that the individual seeks to challenge, the individual must file with the Director of Public Works and the Building Official or inspector who issued the order being challenged a written statement that sets out:
  1. The order or determination being challenged;
  2. The date of issuance of that order or determination;
  3. The basis for challenging the order or determination;
  4. The alleged defects in the order or determination.
- B. The Director of Public Works shall review the initial challenge described in subsection (A) and determine the appropriate course of action. The Director of Public Works shall inform the property owner of his decision in writing within thirty days of the receipt of the initial challenge.
- C. Right of Appeal. If the initial challenge is denied, the individual who filed the initial challenge may appeal the Director of Public Works' decision. The appeal must be in writing and must be

filed with the Building Official and the Director of Public Works. The appeal must set forth all reasons why the decision of the Director of Public Works should be modified or reversed.

1. The Director of Public Works shall forward the appeal to the County Administrative Officer. After determining that the appeal is timely and complies with all procedural requirements set forth in this section, the County Administrative Officer shall designate at least three but no more than five individuals who will serve as a hearing board to decide the appeal. The individuals appointed to the hearing board may consist of Inyo County employees or community members with knowledge of construction principles, the California Building Code, or public safety and planning matters.
2. The individuals who make up the hearing board shall have had no prior involvement with the order or determination that is being challenged in the appeal.
3. Within sixty days of the receipt of the appeal, the hearing board shall hear the appeal.
4. The Building Official shall have the burden of proving that his order or determination is consistent with this Title or other applicable building and safety regulations.
5. The individual who filed the appeal may present written and oral evidence to show that the Building Official's decision was erroneous.
6. The rules of evidence shall not apply to the hearing.
7. The decision of the hearing board must be in writing and shall be served on the individual who filed the appeal within twenty days of the hearing.

D. Finality of Decision. The decision of the hearing board shall be the final administrative decision. No further administrative appeals to the county board of supervisors or any other county board or commission shall be permitted.

#### **14.08.100 Utility connection.**

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this Title until such structure complies with all applicable ordinances and codes and has been approved by the Building Official in a final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the Building Official; provided that such temporary electrical connections and facilities must be removed prior to connection of permanent lines.

#### **14.08.110 Early connection of utility service; temporary power poles.**

Where no building is located on a lot or parcel, no permit shall be issued for an electrical connection, a septic system, or an accessory building prior to issuance of a permit for a primary structure to be constructed on the lot or parcel.

A. Exception – Temporary power poles to be used during construction.

1. Such power poles may be issued prior to the main use being established, provided the following conditions have been met:
  - i. All required plans have been submitted.
  - ii. All plan check fees, building permit fees, and any special fees have been paid in full.
  - iii. All temporary electric power poles shall be installed per the requirements found in Article 590 of the most current version of the California Electrical Code (California Code of Regulations, Title 24, Part 3).

2. All permits for temporary power poles are valid for a maximum of 6 months from the date of issuance; provided, however, that the Building Official may, at his or her discretion, extend the permit for additional 6-month periods if he determines that construction has commenced and that reasonable progress has been made.
  3. Permanent electrical service may be connected to a building or structure prior to building division final inspection and approval provided:
    - i. The applicant completes a Temporary Power Agreement, on a form supplied by the Building Official stating that the project is ninety percent complete and meets all requirements of the building division, and executes a disconnect order which authorizes the county to disconnect, under the applicants' liability and expense, in the event of unauthorized usage and/or failure to meet the executed schedule.
    - ii. The applicant completes a temporary power agreement and executes a disconnect order which authorizes the county to disconnect. Under the applicants' liability and expense the power will be disconnected and the bond forfeited in the event of unauthorized usage and/or failure to meet schedule.
- B. Exception – Non-residential electrical service
1. Permanent electrical service may be connected to machinery permanently affixed to the parcel provided all of the following conditions have been met:
    - i. All required permits have been obtained and all required permit fees have been paid in full.
    - ii. The applicant completes a Non-Residential Power Agreement, on a form supplied by the Building Official, stating that the electrical service is necessary to power machinery permanently affixed to the parcel; that the Building Official may, at his discretion and without notice, inspect the electrical connection to ensure that it is not being used to service a human habitation; and that the County is authorized to disconnect the electrical service, at the applicant's liability and expense, should the electrical service be used to service a human habitation.
    - iii. The parcel is zoned as Open Space (OS), Rural Residential (RR), Rural Residential Starlite (RR-Starlite) One Family Residences (R1), Single Residence Mobile Home Combined (RMH), Multiple Residential (R2) and Multiple Residential (R3), Commercial Recreation (C5), Light Industrial (M-2) and Heavy Industrial (M-1).
  2. Any permits issued under this exception shall be valid for a maximum of two years.
- C. The fee for any agreements required by this subsection shall be set by resolution of the Board of Directors. The fee shall be calculated so as to recover the total cost of administration and enforcement of this Chapter, but shall not exceed the actual cost of the regulatory program authorized by this Chapter.
- D. Expedited Abatement Procedure. If the Building Official identifies a violation of this subsection, he will provide written notice of the violation to the property owner. The notice shall state that the property owner has 15 days to remedy the violation. If the property owner does not remedy the violation within 15 days, the Building Official is permitted to disconnect the electrical service to that property.

All of the unincorporated areas of Inyo County shall be declared a snow area and shall comply with the Inyo County Snow Load Design Criteria described below in subsection (A). This declaration shall pertain to all structures within these areas as defined by the most recent version of the California Building Code, section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Code of Regulations, Title 25. The snow loads, and the conditions of their application, may be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Building Official.

A. Inyo County Snow Load Design Criteria

|                |         |
|----------------|---------|
| Aberdeen       | 30 PSF  |
| Aspendell      | 100 PSF |
| Big Pine       | 40 PSF  |
| Bishop         | 40 PSF  |
| Bishop Creek   | 100 PSF |
| Coso Junction  | 30 PSF  |
| Death Valley   | 20 PSF  |
| Glacier Lodge  | 100 PSF |
| Independence   | 30 PSF  |
| Little Lake    | 20 PSF  |
| Lone Pine      | 30 PSF  |
| Olancho        | 30 PSF  |
| Personville    | 20 PSF  |
| Starlite       | 60 PSF  |
| Tecopa         | 20 PSF  |
| Whitney Portal | 100 PSF |
| Alabama Hills  | 40 PSF  |
| Rovana         | 40 PSF  |

B. All flues, chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the Building Official.

**14.08.130 Wind Loads**

All of the unincorporated areas of Inyo County shall be declared a wind area and shall comply with the Inyo County Wind Load Design Criteria described below in subsection (A). This declaration shall pertain to all structures within these areas as defined by the most recent version of the California Building Code, section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Code of Regulations, Title 25. The wind loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Building Official.

- A. Inyo County Wind Load Design Criteria: 85 MPH sustained winds with 110 MPH 3 second gusts

**14.08.140      Defensible Space and Fire Hazard Reduction**

- A. All of the unincorporated areas of Inyo County are hereby designated as a Wildland-Urban Interface Fire Area. All construction must comply with all chapters of the most recent version of the California Building Code applicable to Wildland-Urban Interface Fire Areas. Properties shall be maintained in accordance with the defensible space requirements contained in Government Code § 51182 (unless exempted by Government Code § 51183 or 51184) and Public Resources Code § 4291, as applicable.
- B. The existence or maintenance of any of the following conditions is prohibited:
  - 1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
  - 2. Dead or dying tree branches adjacent to or overhanging a building;
  - 3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
  - 4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak;
  - 5. Brush, flammable vegetation, or combustible vegetation located between thirty and one hundred feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
  - 6. Brush or other flammable material within ten feet of a propane tank.
- C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

**14.08.150      Manufactured truss submittal requirements.**

All manufactured trusses shall be designed by a California licensed civil or structural engineer. Truss design submittals and calculations may be deferred submittals and shall be submitted prior to or at the time of roof sheathing inspection. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

## Chapter 14.12 – CONSTRUCTION SITE REGULATIONS

### Sections:

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>14.12.010</b> | <b>Scope.</b>                                      |
| <b>14.12.020</b> | <b>Hours of Working.</b>                           |
| <b>14.12.030</b> | <b>Sanitation Facilities.</b>                      |
| <b>14.12.040</b> | <b>Encroachment.</b>                               |
| <b>14.12.050</b> | <b>Construction Site Nuisance.</b>                 |
| <b>14.12.060</b> | <b>Violation of Construction Site Regulations.</b> |

#### **14.12.010 Scope.**

All construction or grading and any work related thereto in the unincorporated areas of Inyo County shall comply with this Title and the requirements of this Chapter.

#### **14.12.020 Hours of Working.**

If operations under a building permit are within five hundred feet of residential or commercial occupancies, this work shall be limited to the hours between seven a.m. and seven p.m. Monday to Friday, with Saturday and Sunday operations between nine a.m. and five p.m.

##### A. Exceptions

- a. Concrete pouring work is permitted during daylight hours of sunrise to sunset.
- b. Construction work not involving the use of noise-producing, mechanically powered tools shall be allowed at any time.

#### **14.12.030 Sanitation Facilities.**

Unless adequate water closets are otherwise provided, a water closet shall be provided at all construction sites, and shall consist of a chemical-type privy approved by the Environmental Health Department. All other requirements shall be according to Health and Safety Code § 5416.

#### **14.12.040 Encroachment.**

All materials encroaching on a county public right-of-way without an appropriate permit from the Road Department pursuant to Title 12 are prohibited.

#### **14.12.050 Construction Site Nuisance.**

Operations on construction sites shall maintain preventive controls of blowing dust from construction work, protection of drainage diversion from site development, and control of erosion from removal of natural vegetation.

#### **14.12.060 Violation of Construction Site Regulations.**

A violation of any of the construction site regulations stated in this Chapter shall be noticed and abated pursuant to the procedures set forth in sections 14.08.060 and 14.08.090.



## Chapter 14.16 – BUILDING MOVING AND DEMOLITION

### Sections

|           |                                          |
|-----------|------------------------------------------|
| 14.16.010 | Permits required – Limitations           |
| 14.16.020 | Application for Relocation Permit        |
| 14.16.030 | Corrections of Defects Before Issuance   |
| 14.16.040 | Terms and Conditions of Issuance         |
| 14.16.050 | Application Fee                          |
| 14.16.060 | Debris and Excavation                    |
| 14.16.070 | Denial of Permit                         |
| 14.16.080 | Expiration                               |
| 14.16.090 | Relocation Bond – Requirement            |
| 14.16.100 | Relocation Bond – Conditions             |
| 14.16.110 | Relocation Bond – Default                |
| 14.16.120 | Relocation Bond – Termination and Refund |

#### 14.16.010 Permits required – Limitations

- A. No person shall move any building or structure within or into the unincorporated area of the county, without first obtaining from the Building Official a relocation permit and a building permit. No person shall effect any demolition of any building or structure, or any part thereof, without first obtaining from the Building Official a demolition permit.
- B. Except as otherwise provided in this section, there shall not be issued a relocation permit for any building or structure which is included within any one or more of the following categories:
  1. So constructed or in such condition as to constitute a danger of injury or death through collapse of the building, fire, defects in electrical wiring or any other substantial hazard, to the persons who will occupy or enter said building after relocation;
  2. Infested with rats or other vermin or the wood members of the building are infested with rot, decay or termites;
  3. So unsanitary or filthy that it would constitute a hazard to the health of the persons who will occupy said building after relocation or, if not intended for occupancy by human beings, would make it unsuitable for its intended use;
  4. In such condition or of a type, character, size or value and is so inharmonious with other buildings in the neighborhood of the relocation site, that placing the building at the proposed relocation site would substantially diminish the value of other property or improvements in the district into which the building is to be relocated;
  5. The proposed use of the building is prohibited at the proposed relocation site under any zoning ordinance or other law of the county; or
  6. The building, structure, or relocation site does not conform to all applicable provisions of law.

#### 14.16.020 Application for Relocation Permit

Every application for a relocation permit shall be in writing upon a form furnished by the Building Official and shall set forth such information as may reasonably be required in order to carry out the purposes of this Chapter. Such information may include:

- A. Photographs of the building or structure to be moved and photographs of the buildings on the properties contiguous with the premises onto which the building or structure is to be moved;
- B. A report from a licensed structural pest control contractor stating the condition of the building or structure as to decay and pest infestation;
- C. A report from a registered engineer or architect stating the structural condition of the building, and clearly indicating steps to be taken to preserve/enhance said condition.

**14.16.030 Corrections of Defects Before Issuance**

If the building or structure to be moved fails to meet any of the standards set forth in Section 14.16.010, but it appears to the Building Official that the deficiencies can be corrected, the permits shall be issued only on condition that all deficiencies be corrected.

In order to determine any matter regarding relocation of a building or structure, the Building Official may cause any investigation to be made which he believes necessary.

**14.16.040 Terms and Conditions of Issuance**

In granting a relocation permit, there may be imposed such terms and conditions as are reasonable, including, but not limited to changes, alterations, additions or repairs to the building or structure so that its relocation will not be materially detrimental or injurious to the public safety or welfare or to the property or improvements in the district to which it is to be moved. The terms and conditions upon which each permit is granted shall be in writing upon application and permit or appended thereto.

**14.16.050 Application Fee**

The fee for relocation investigation services and relocation and demolitions permits shall be set by resolution of the Board of Directors. The fee shall be calculated so as to recover the total cost of administration and enforcement of this Chapter, but shall not exceed the actual cost of the regulatory program authorized by this Chapter.

**14.16.060 Debris and Excavation**

It shall be the duty of any person to whom any permit is issued for the demolition or for the removal of any building, or any section or portion of any building pursuant to the provisions of this Chapter, and of any person leasing, owning, or occupying or controlling any lot or parcel of ground from which a building is removed or demolished, to remove all weeds, concrete or stone foundations, at concrete, concrete patios, masonry walls, garage floors, driveways, and similar structures and all loose, miscellaneous, and useless material from such lot or parcel of ground, and to properly cap the sanitary sewer house connection, and to properly fill or otherwise protect all basements, cellars, septic tanks, wells, and other excavations.

**14.16.070 Denial of Permit**

If the unlawful, dangerous or defective condition of the building or structure proposed to be relocated is such that remedy or correction cannot practicably and effectively be made, the relocation permit shall be denied.

**14.16.080 Expiration**

A relocation permit shall expire and become null and void if the moving of the building or structure is not completed within sixty days from the date of the permit.

#### **14.16.090 Relocation Bond – Requirement**

No relocation permit required by this Chapter shall be issued by the Building Official unless the applicant therefor first posts a bond executed by the owner of the premises where the building or structure is to be located, as principal, and a surety company authorized to do business in the state, as surety. The bond shall be in form joint and several, shall name the county as obligee and shall be in an amount equal to the cost plus ten percent of the work required to be done in order to comply with all of the conditions of such relocation permit as such cost is estimated by the Building Official. In lieu of a surety bond the applicant may post a bond executed by the owner, as principal, and which is secured by a deposit in cash in the amount named above and conditioned as required in the case of a surety bond; such a bond as so secured is hereafter called a "cash bond" for the purposes of this section.

#### **14.16.100 Relocation Bond – Conditions**

Every bond posted pursuant to this section shall be conditioned as follows:

- A. That each and all of the terms and conditions of the relocation permit shall be complied with to the satisfaction of the Building Official;
- B. That all of the work required to be done pursuant to the conditions of the relocation permit shall be fully performed and completed within the time limit specified in the relocation permit; or, if no time limit is specified, within ninety days after the date said building is moved to its new location. The time limit herein specified, or the time limit specified in any permit, may be extended for good and sufficient cause by the Building Official. No such extension of time shall be valid unless written and no such extension shall release any surety upon any bond.

#### **14.16.110 Relocation Bond – Default**

- A. Whenever the Building Official finds that a default has occurred in the performance of any term or condition of any permit required by this section, written notice thereof shall be given to the principal and to the surety of the bond. Such notice shall state the work to be done, the estimated cost thereof and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. After receipt of such notice, the surety must, within the time therein specified, either cause the required work to be performed or, failing therein, must pay over to the Building Official the estimated cost of doing the work as set forth in the notice, plus an additional sum equal to ten percent of the estimated cost. Upon receipt of such moneys, the Building Official shall proceed by such mode as he deems convenient to cause the required work to be performed and completed, but no liability shall be incurred therein other than for the expenditure of the sum in hand therefor. The balance, if any, of such moneys shall, upon completion of the work, be returned to the depositor, or to his successors or assigns, after deducting the cost incurred in obtaining the completion of the work.
- B. If a cash bond has been posted, notice of default as provided above shall be given to the principal and if compliance is not had within the time specified, the Building Official shall proceed without delay and without further notice or proceedings whatever to use the cash deposited, or any portion of such deposit, to cause the required work to be done by contract or otherwise in the discretion of the Building Official.
- C. When any default has occurred on the part of the principal under the preceding provisions, the surety shall have the option, in lieu of completing the work required, to demolish the building

or structure and to clear, clean and restore the site. If the surety defaults, the Building Official shall have the same option.

- D. In the event of any default in the performance of any term or condition of the relocation permit, the surety, or any person employed or engaged on its behalf, or the Building Official, or any person employed or engaged on his behalf, shall have the right to go upon the premises to complete the required work or to remove or to demolish the building or structure.
- E. No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the county engaged in the work of completing, demolishing or removing a building or structure for which a relocation permit has been issued after a default has occurred in the performance of the terms or conditions thereof.

**14.16.120 Relocation Bond – Termination and Refund**

The term of each bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon completion to the satisfaction of the Building Official of the performance of all the terms and conditions of the relocation permit required by this section. Such completion shall be evidenced by a statement thereof signed by the Building Official, a copy of which will be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor or to his successors or assigns upon the termination of the bond, except any portion thereof that may have been used or deducted as elsewhere in this Chapter provided.

## Chapter 14.20 – FIRE MITIGATION FEES

### Sections:

|           |                                                 |
|-----------|-------------------------------------------------|
| 14.20.010 | Purpose                                         |
| 14.20.020 | Definitions                                     |
| 14.20.030 | Findings                                        |
| 14.20.040 | Prior Agreements and Conditions of Approval     |
| 14.20.050 | Fire Agency Findings and Contents of Resolution |
| 14.20.060 | Adjustment of Fire Mitigation Fee Amounts       |
| 14.20.070 | Fee Payment                                     |
| 14.20.080 | Fees Held in Trust                              |
| 14.20.090 | Fee Fund Records                                |
| 14.20.100 | Termination of Fee Collection                   |
| 14.20.110 | Exemptions                                      |
| 14.20.120 | In-Lieu Payments                                |
| 14.20.130 | Penalties and Stop Orders                       |

#### 14.20.010 Purpose.

The purpose of this Chapter is to carry out Inyo County policies requiring new development within the unincorporated areas of the County to bear its fair share of the costs of facilities and equipment necessitated by such development.

#### 14.20.020 Definitions.

When the following words are used in this Chapter, they shall have the meaning ascribed to them in this section.

- A. "Chief" means the chief of a fire agency serving an unincorporated area of the County.
- B. "Covered space" means floor space enclosed by walls and a ceiling or roof.
- C. "Development" means all construction for which a building permit or other permit is required.
- D. "Director" means the Building Official of the Inyo County Building Department.
- E. "District service area" means (1) the geographic area served by a fire agency within the boundaries of such fire agency, and (2) the geographic area served by such fire agency by agreement with owners of private property located outside of the boundaries of such fire agency.
- F. "Facilities and equipment" means any long-term capital facilities and equipment used by agencies for fire suppression or emergency medical services, including station construction, station expansion and fire or emergency medical apparatus.
- G. "Fire agency" and "agency" means any special district providing fire protection services within the unincorporated area of the county. The terms also mean the county when it provides fire protection services through a county service area.

#### 14.20.030 Findings.

In enacting this Chapter, the Board of Supervisors finds and declares:

- A. Fire agencies provide fire protection services for the purpose of protecting the health and safety of persons and property within their district service areas.

- B. The construction and occupancy of additional residential, commercial and other structures within their district service areas adversely impacts the ability of fire agencies to provide fire protection services and increases fire hazards to persons and property.
- C. In order to protect the health and safety of the occupants of new or reconstructed structures within their district service areas, it is necessary for fire agencies to acquire additional land, facilities and equipment to serve such new development.
- D. It is County policy, by and through the land use element of its general plan and the provisions of this Chapter, to assure that necessary additional land and fire protection facilities and equipment required by new development projects are either available or will be made available as a condition of approval of such projects, and that the costs of providing such additional land, facilities and equipment are collected on an equitable basis from the beneficiaries thereof.
- E. The failure to assure that such additional land, facilities and equipment are available may endanger the health and safety of persons affected by new development projects.
- F. The costs of operating fire agencies, including escalating liability and workers' compensation costs, make it extremely difficult or impossible for the agencies to provide, from existing funding sources, the land, facilities and equipment necessary to provide adequate fire protection associated with new development.
- G. The funds collected pursuant to this Chapter shall be used only for the financing of the acquisition of land and fire protection facilities, equipment and accessories. Funds so collected and not used for such purposes shall be refunded or otherwise utilized pursuant to Government Code § 66001(g) and (f).
- H. For the foregoing reasons, fire mitigation fees may be imposed on new development in order to pay the incremental costs for land and fire protection facilities and equipment necessitated by such development.

**14.20.040 Prior agreements and conditions of approval.**

- A. Any enforceable agreement existing prior to the operative date of the ordinance codified in this Chapter between an applicant for development and a fire agency pertaining to the dedication of land or payment of fees for facilities and equipment to serve the property which is the subject of the application, or any portion thereof, satisfies the requirements of this Chapter.
- B. If land, facilities or equipment was dedicated or donated to a fire agency as a condition of approval of a discretionary permit prior to the operative date of this Chapter, such dedication or donation shall be considered as satisfying the requirements of this Chapter for such discretionary permit.

**14.20.050 Fire agency findings and content of resolution.**

This Chapter shall become applicable to development within the district service area of a fire agency when the following actions are taken:

- A. The governing body of a fire agency adopts a resolution making substantially the following findings:
  - 1. The agency does not have existing fire protection facilities and equipment which could be used to provide an adequate level of services to all reasonably anticipated new development within the agency's district service area,

2. The agency does not have sufficient funds available to acquire land, construct additional facilities, purchase additional equipment from fund balances, capital facility funds, property tax sources, or other appropriate sources,
  3. The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not collected within the agency's district service area,
  4. The fees, if any, charged by the fire protection agency do not include a payment toward the costs of facilities and equipment expansion as a component of the fee;
- B. The resolution so adopted contains substantially the following resolved clauses:
1. The agency requests that the county collect a specified fire mitigation fee on the agency's behalf from applicants for building permits or other permits for development in its district service area,
  2. The purpose of collecting fire mitigation fees is to expand the availability of facilities and equipment to provide fire protection services to new development in its district service area,
  3. By prior resolution the agency has determined that there is a reasonable relationship between the fee's use and the development projects on which it is to be imposed,
  4. If fire mitigation fees are to be used in whole or part to construct a public facility, the agency has determined by prior resolution that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed,
  5. The agency will place all funds received from the county under this program, and all interest subsequently accrued on those funds, in a separate account and budget accounting category to be known as the "fire mitigation fee account,"
  6. The agency will expend funds from the account only for the purpose of acquiring land, facilities and equipment to mitigate the impacts of new development on the agency's fire protection capabilities,
  7. The agency will submit a fire mitigation fee annual report for each fiscal year, no later than October 31st following the close of the fiscal year, to the director. The report shall include the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the account;
- C. The governing body of the fire agency shall send a certified copy of the resolution to the clerk of the Inyo County board of supervisors. The clerk shall transmit a copy of the resolution to the director. Within thirty days from the date of receipt of the resolution by the clerk, the provisions of this Chapter shall be applicable to all building permits and any other permits issued for new construction within the district service area of the fire agency.

**14.20.060 Fire mitigation fee established.**

- A. The fire mitigation fee amount requested by the agency shall be equal to or less than the ceiling amounts set by this Chapter. The ceiling amounts are as follows:
1. Two dollars per square foot for all covered space in the first three floors of all buildings or structures.
  2. Three dollars per square foot for all covered space above the third floor of all buildings or structures.

- B. The fire mitigation fee established by the agency shall be based upon the estimated costs for the acquisition of necessary land, facilities and equipment to provide fire protection services to mitigate the impact of new development on existing facilities. The resolution of the agency governing board which sets the fee schedule shall contain findings which justify the fee amounts.
- C. As an alternative to the fee-setting procedure set forth above in subdivisions A and B of this section, the Board of Supervisors may and does hereby reserve the right to directly set the fee amounts applicable to property within the territorial boundaries of any fire protection district or other defined territory within the County's unincorporated area. Unless otherwise provided by state law, said fee amounts may be set by resolution of the Board of Supervisors. Said fees shall not be limited by the ceiling amounts specified by subdivision A, nor be required to be set by square footage or any other methodology prescribed by this Chapter; rather, they need be consistent only with applicable state law. The Board of Supervisors likewise reserves the right to impose lawful fire mitigation measures through conditions of approval as an alternative to the fees set forth by this Chapter. In the event of a conflict between an action of the Board of Supervisors and an action by a fire protection district related to fire mitigation fees set under this Chapter, the Board of Supervisors' action's shall prevail.

**14.20.070 Adjustment of fire mitigation fee amounts.**

- A. The ceiling amounts set forth in Section 14.20.060 may be increased or decreased from time to time but not more than once each year, by resolution of the Board of Supervisors, in proportion to the increase or decrease in the costs of construction as determined by the Engineering News Record, Cost of Construction Index for the Los Angeles area published by the McGraw-Hill Publishing Company, or a similar index accepted by the board by resolution in the event the foregoing index is not available.
- B. The amount of the fire mitigation fee established by a fire agency may be increased no more than once each year by use of the foregoing index or resolution.

**14.20.080 Fee payment.**

- A. Prior to the issuance of any building permit or other permit for development, the applicant shall pay to the director the fees prescribed by the relevant fire agency's resolution, or shall present written evidence that the provisions of this Chapter have otherwise been satisfied with respect to the development for which any such permits are sought.
- B. The amount of such fees shall be determined by the fee standard in effect on the date of the payment.
- C. When application is made for a new building permit for the same construction following the expiration of a previously issued building permit for which fire mitigation fees were paid, the fee payment shall not be required.
- D. In the event subsequent development occurs with respect to a permit for which fees have been paid, additional fees shall be required only for additional square footage of development which was not included in computing the prior fee.

**14.20.090 Fees held in trust.**

Fees paid under this Chapter shall be held in trust by the County. Such fees shall be transferred quarterly to the fire agency serving the area from which the fees were collected. The County shall retain



any interest accrued during the period before transfer as reimbursement for its service and handling costs.

**14.20.100 Use of fees.**

All fees collected pursuant to this Chapter and transferred to a fire agency shall be used by the agency for the purpose of providing for land, facilities and equipment.

**14.20.110 Fee fund records.**

Any fire agency receiving funds pursuant to this Chapter shall maintain a separate budget accounting category for any such fees. The category shall be known as the “fire mitigation fee” account.

**14.20.120 Termination of fee collection.**

If the governing body of a fire agency submits a copy of a resolution to the clerk of the Board of Supervisors requesting termination of fee collection, the clerk shall promptly notify the director and fee collection shall terminate thirty days after receipt of the resolution by the clerk.

**14.20.130 Exemptions.**

- A. The requirements of this Chapter shall not apply to public works projects.
- B. The requirements of this Chapter shall not apply to the replacement on the same parcel by the owner of a dwelling or dwellings destroyed by fire or other calamity, provided that the application for a building permit to replace such dwelling is filed with the director within one year after destruction of the dwelling, and the new structure is equal to or of less square footage than the structure destroyed. Regardless of when application is made for a building permit for a replacement structure, the fire mitigation fee shall be computed only on the basis of the square footage in excess of that of the destroyed structure.

**14.20.140 “In-lieu” payment.**

Upon written and verified application by all owners of the subject real property, approved by resolution of the governing body of the fire agency, “in-lieu” payment may be credited against the fee required to be paid pursuant to this Chapter. “In-lieu” payment may include improved or unimproved real property, improvements to real property, fire protection equipment, motor vehicles, office equipment, fire station accessory equipment, or any combination thereof. The amount of the credit shall not exceed the fair market value of the “in-lieu” property at the time of the adoption of the resolution.

**14.20.150 Penalties and stop orders.**

If, at any time after the effective date of the ordinance codified in this Chapter, work is commenced on construction or continues to be performed on construction of any project subject to this ordinance without previous full payment of the fire mitigation fee required to be made pursuant to this Chapter, the fire mitigation fee payable pursuant to this Chapter shall be doubled. The fire agency shall have the authority to place a lien on the property in the amount of any unpaid fire mitigation fees, along with the costs incurred by the fire agency in obtaining the lien.

## Chapter 14.24 – WATER WELLS

### Sections:

- 14.24.010 Purpose of provisions.
- 14.24.020 Definitions.
- 14.24.030 Permit—Required when—Emergency work.
- 14.24.040 Permit—Application—Contents required.
- 14.24.050 Permit—Issuance conditions.
- 14.24.060 Permit—Cash deposit or bond required.
- 14.24.070 Permit—Fees.
- 14.24.080 Permit—Term—Work completion notification required.
- 14.24.090 Permit—Appeal procedure.
- 14.24.100 Standards and specifications applicable—Exceptions.
- 14.24.110 Inspection.
- 14.24.120 Log of well—Contents required.
- 14.24.130 Abandoned or unused wells.
- 14.24.140 Stop order—Issuance authorized when—Effect.
- 14.24.150 Enforcement—Notice of violation and corrective work required.
- 14.24.160 Violation—Abatement by county authorized when—Costs.
- 14.24.170 Violation—Penalty.
- 14.24.180 Wells—Use restrictions.

#### 14.24.010 Purpose of provisions.

It is the purpose of the ordinance codified in this Chapter to provide for the construction, repair, modification and destruction of wells in such a manner that the groundwater of this county will not be contaminated or polluted, and that water obtained from wells will be suitable for beneficial use and will not jeopardize the health, safety or welfare of the people of this county.

#### 14.24.020 Definitions.

Words used in this Chapter shall have the definitions set forth in this section:

- A. “Board of supervisors” means the board of supervisors of Inyo County.
- B. “Cathodic protection well” means any artificial excavation in excess of fifty feet constructed by any method for the purpose of installing equipment or facilities for the protection electrically of metallic equipment in contact with the ground, commonly referred to as cathodic protection.
- C. “Community water supply well” means a water well for domestic purposes in systems subject to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code.
- D. “Completion” or “completion operation” means any work conducted after artificial excavation to include:
  - 1. Placement of well casing;
  - 2. Gravel packing;
  - 3. Sealing;
  - 4. Casing perforation; or
  - 5. Other operations deemed necessary by the health officer.

- E. "Contamination" means an impairment of the quality of water to a degree which creates a hazard to the public health through poisoning, or through spread of disease.
- F. "Destruction" or "destroy" means the proper filling of a well that is no longer useful so as to assure that the groundwater is protected and to eliminate any potential physical hazard.
- G. "Health officer" means the health officer of Inyo County, or his duly authorized representative.
- H. "Individual domestic well" means a water well used to supply water for domestic needs of an individual residence or commercial establishment.
- I. "Modification or repair" means the deepening of a well or any modification of a well casing.
- J. "Pollution" means an alteration of the quality of water to a degree which unreasonably affects such waters for beneficial uses, or which affects facilities which serve such beneficial uses. Pollution may include contamination.
- K. "Well" or "water well" means any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into the underground, for providing cathodic protection, for making tests or observations of underground conditions, or any other wells whose regulation is necessary to fulfill the purpose of this Chapter. Wells shall not include:
  - 1. Oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or
  - 2. Wells used for the purpose of:
    - i. Dewatering excavation during construction, and
    - ii. Stabilizing hillside or earth embankments;
  - 3. Test or exploratory holes for soil testing and monitoring or seismic exploration where such holes are less than twenty-five feet deep; and
  - 4. Holes or excavations for soil percolation tests where such holes are less than ten feet deep.

**14.24.030 Permit—Required when—Emergency work.**

No person, firm, corporation or governmental agency formed under the laws of this state shall, within the unincorporated area of Inyo County, construct, repair, modify or destroy any well unless a written permit has first been obtained from the health officer of the county, as provided in this Chapter. In case of emergency affecting life, health, crops or livestock, a well driller may start work immediately, but shall notify the enforcing agency within seventy-two hours of the work being done, and at that time apply for a permit application. Under emergency construction, all work must be done in conformance with standards set forth in this Chapter. (Ord. 309 § 2, 1976.)

**14.24.040 Permit—Application—Contents required.**

Applications for permits shall be made to the Health Officer of the County of Inyo, and shall include the following:

- A. A plot plan indicating the exact location of the well with respect to the following items within a radius of two hundred feet of the well:
  - 1. Property lines,
  - 2. Sewage disposal systems or works carrying or containing sewage,
  - 3. All intermittent or perennial, natural or artificial water bodies or watercourses,
  - 4. Drainage pattern of the property,
  - 5. Existing wells,
  - 6. Access roads;

- B. Location of the property;
- C. Name, address, and California Contractor's License number of the person doing the work;
- D. Depth of well;
- E. Use of well;
- F. Other information as may be necessary to determine if underground waters will be protected.

**14.24.050 Permit—Issuance conditions.**

Permits shall be issued subject to compliance with the standards provided in this chapter, except that such standards shall be inapplicable or modified by the health officer when, upon his finding, inapplicability or modification will accomplish the purposes of this chapter. A permit to be valid must comply with all other state and county laws.

**14.24.060 Permit—Cash deposit or bond required.**

Prior to the issuance of a permit, the applicant shall post with the health officer a cash deposit or bond to guarantee compliance with the terms of this chapter and the applicable permit, such cash or bond to be in an amount deemed necessary by the health officer to remedy improper work, but not in excess of the total estimated cost of work. Such deposit or bond may be waived by the health officer where other assurances of compliance are deemed adequate by him.

**14.24.070 Permit—Fees.**

Permit application fees for the new construction of water wells, and for the repair, modification and destruction of water wells shall be established under separate ordinance.

**14.24.080 Permit—Term—Work completion notification required.**

The permittee shall complete work authorized by the permit prior to the expiration date set in the permit. The permittee shall notify the health officer in writing upon completion of the work, and work shall not be deemed to have been completed until such written notification has been received.

**14.24.090 Permit—Appeal procedure.**

Any person aggrieved by the refusal of a permit or terms of the permit may request in writing that the matter be heard by the board of supervisors. If such request is made, the health officer shall within ten days schedule the matter for review by said board and give reasonable notice of the time and place thereof to the applicant. At the time and place of the hearing, the board will allow the applicant and other interested parties an adequate opportunity to present any facts pertinent to the matter at hand. The board may place any person involved in the matter, including the applicant, under oath. The board may, when it deems necessary, continue any hearing by giving notice to the applicant of such action. At the close of the hearing, or at any time within ten days thereafter, the board will order such disposition of the application or permit as it has determined is proper and will make such disposition known to the applicant. Determination made by the health officer relating directly to the public health, or to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code, may not be overruled or modified by the board.

**14.24.100 Standards and specifications applicable—Exceptions.**

Standards for the construction, repair, modification or destruction of wells shall be the most recent version of Bulletin 74-81 Water Well Standards and as modified by Bulletin 74-90, California Well

Standards, June 1991 and/or any future modifications made by the California Department of Water Resources with the following exceptions:

- A. The health officer may adopt rules and regulations more stringent than state requirements to be applicable in all of the unincorporated area of the county.
- B. Every new, repaired or modified community water-supply well or domestic water well, after construction, modification or repair, and before being placed into service, shall be thoroughly cleaned of all foreign substance and shall be thoroughly disinfected. Procedures delineated in Appendix "E" of aforementioned Department of Water Resources Bulletin No. 74, or equivalent, are required.

**14.24.110 Inspection.**

The health officer may, at any and all reasonable times, enter any and all places, property, enclosures and structures for the purpose of making examinations and investigations to determine whether any provision of this chapter is being violated. The health officer may require that each completion, modification, repair or destruction operation be inspected prior to any further work.

**14.24.120 Log of well—Contents required.**

Any person who has drilled, dug, excavated or bored a well shall, upon completion of the well, submit to the health officer within thirty days an accurate and complete log to include:

- A. A detailed record of the boundaries, character, size, distribution and color of all lithologic units penetrated;
- B. Type of well casing;
- C. Location of perforations and sealing zones; and
- D. Any other data deemed necessary by the health officer.

In areas where insufficient subsurface information is available, the health officer may require inspection of the well log prior to any completion operation. Submittal of a copy of the "Water Well Drillers Report," completed in accordance with Section 13751 of the California Water Code, and including all the above items, will satisfy this requirement.

**14.24.130 Abandoned or unused wells.**

- A. The owner of an abandoned well must, within thirty days, destroy it in accordance with the standards contained in Section 14.28.100 of this chapter.
- B. The owner of a well, the use of which has been or is soon to be discontinued, must apply to the county, in writing, declaring his intention to use the well again for its original or other approved purpose. The county shall review such a declaration and grant an exemption from the requirement that it be destroyed, provided no undue hazard to health or safety is created by the continued existence of the well. Such an exemption must be applied for every five years and may be terminated for cause by the county at any time.

**14.24.140 Stop order—Issuance authorized when—Effect.**

In the event a well subject to the provisions of this chapter is being constructed, repaired, modified, destroyed or abandoned contrary to the terms of this chapter, the health officer may order the work stopped by posting a stop order at the well site. No further work shall be done after the posting of the stop order until such time as the stop order is removed by the health officer.

**14.24.150 Enforcement—Notice of violation and corrective work required.**

In the event a well subject to this chapter is constructed, repaired, modified, destroyed, abandoned or operated contrary to the terms of this chapter or a permit issued for such well pursuant to this chapter, the health officer may mail written notice, postage prepaid, to the owner of the land as shown upon the most recent equalized assessment roll, or the permittee at his address listed upon the permit, which notice shall state the manner in which the well is in violation, what corrective measures must be taken, the time within which such corrections must be made, and that if the land owner or permittee fails to make corrections within the period provided, the corrections may be made by the county and the land owner or permittee shall be liable for the costs thereof.

**14.24.160 Violation—Abatement by county authorized when—Costs.**

If the corrections listed in the notice given pursuant to Section 14.28.150 above are not made as required in said notice, the health officer may cause the condition to be abated and the cost thereof shall be a charge against the person notified.

**14.24.170 Violation—Penalty.**

Any person who does any work for which a permit is required by this chapter, and who fails to apply for and pay the fee for a permit within five working days after notice from the health officer to do so, or who otherwise violates any other provision of this chapter shall be guilty of a misdemeanor, punishable by fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment, and such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any such violation is committed, continued or permitted, and shall be subject to the same punishment as for the original offense.

**14.24.180 Wells—Use restrictions.**

No person, firm, corporation or governmental agency formed under the laws of this state, shall provide water for purposes other than the use originally set forth on the well permit application, unless a written permit has first been obtained from the health officer of the county, as provided in this chapter. The health officer may require repair, modification, and additional well information to determine whether to approve or deny the permit application to change the use of the well.

## Chapter 14.28 – FLOOD DAMAGE PREVENTION

### Sections:

|           |                                                              |
|-----------|--------------------------------------------------------------|
| 14.28.010 | Authority.                                                   |
| 14.28.020 | Findings.                                                    |
| 14.28.030 | Purpose.                                                     |
| 14.28.040 | Methods of reducing flood losses.                            |
| 14.28.050 | Definitions.                                                 |
| 14.28.060 | Lands to which this chapter applies.                         |
| 14.28.070 | Basis for establishing the areas of special flood hazard.    |
| 14.28.080 | Compliance.                                                  |
| 14.28.090 | Abrogation and greater restrictions.                         |
| 14.28.100 | Interpretation.                                              |
| 14.28.110 | Warning and disclaimer of liability.                         |
| 14.28.120 | Severability.                                                |
| 14.28.130 | Establishment of development permit.                         |
| 14.28.140 | Designation of the floodplain administrator.                 |
| 14.28.150 | Duties and responsibilities of the floodplain administrator. |
| 14.28.160 | Appeals.                                                     |
| 14.28.170 | Standards of construction.                                   |
| 14.28.180 | Standards for utilities.                                     |
| 14.28.190 | Standards for subdivisions.                                  |
| 14.28.200 | Standards for manufactured homes.                            |
| 14.28.210 | Standards for recreational vehicles.                         |
| 14.28.220 | Floodways.                                                   |
| 14.28.240 | Flood-related erosion-prone area.                            |
| 14.28.250 | Nature of variances.                                         |
| 14.28.260 | Appeal board.                                                |
| 14.28.270 | Conditions for variances.                                    |

### 14.28.010 Authority.

This chapter is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

### 14.28.020 Findings.

- A. The flood hazard areas of Inyo County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities also contribute to the flood loss.

#### **14.28.030 Purpose.**

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by establishing measures designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

#### **14.28.040 Methods of reducing flood losses.**

In order to accomplish its purposes, this chapter includes provisions designed to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

#### **14.28.050 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

As used in this chapter the following terms have the following meanings:

1. "Accessory use" means a use that is incidental and subordinate to the principal use of the parcel of land on which it is located.
2. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.



3. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.
4. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
5. "Area of shallow flooding" means an area designated as Zone AO or AH on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
6. "Area of special flood hazard." See "Special flood hazard area."
7. "Area of special flood-related erosion hazard" is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the flood insurance rate map (FIRM).
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.
9. "Basement" means any area of the building having its floor subgrade, i.e. below ground level, on all sides.
10. "Building." See "Structure."
11. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
12. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
13. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
14. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
15. "Flood, flooding, or floodwater" means:
  - A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e. mudflows); and
  - B. The condition resulting from flood-related erosion.
16. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

17. "Flood hazard boundary map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.  
"Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
18. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.
19. "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.
20. "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.
21. "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.
22. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood, flooding, or floodwater."
23. "Floodplain administrator" is the individual appointed to administer and enforce the floodplain management regulations.
24. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
25. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof that provide standards for preventing and reducing flood loss and damage.
26. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood proofing.)
27. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway".

28. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.
29. "Fraud and victimization," as related to Section 14.29.270 (concerning variances), means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Inyo County board of supervisors will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
30. "Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
31. "Governing body" is the local governing unit, i.e. county or municipality, which is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
32. "Hardship," as related to Section 14.29.270 (concerning variances), of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The county requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
33. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
34. "Historic structure" means any structure that is:
  - A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

35. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
36. "Levee system" means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
37. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. See "Basement." An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
  - A. The wet flood-proofing standard in subsection (C)(3) of Section 14.29.170;
  - B. The anchoring standards in Section 14.29.170A;
  - C. The construction materials and methods standards in Section 14.29.170B; or
  - D. The standards for utilities in Section 14.29.180.
  - E. For residential structures, all subgrade-enclosed areas are prohibited as they are considered to be basements. See "Basement." This prohibition includes below-grade garages and storage areas.
38. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
39. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
40. "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.
41. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.
42. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.
43. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

44. "Obstruction" includes, but is not limited to: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
45. "One-hundred-year flood" or "100-year flood." See "Base flood."
46. "Public safety and nuisance" as related to Section 14.29.270 (concerning variances) means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
47. "Recreational vehicle" means a vehicle that is:
  - A. Built on a single chassis;
  - B. Four hundred square feet or less when measured at the largest horizontal projection;
  - C. Designed to be self-propelled or permanently towable by a light-duty truck; and
  - D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
48. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
49. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.
50. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
51. "Sheet flow area." See "Area of shallow flooding."
52. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or AH.
53. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on

the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

54. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.
55. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
56. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
  - A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
  - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."
57. "Variance" means a grant of relief from the requirements of this ordinance, which permits construction in a manner that would otherwise be prohibited by this chapter.
58. "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.
59. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
60. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

**14.28.060 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the County of Inyo. (Ord. 1076 § 2 (part), 2004.)

**14.28.070 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS), if any, and accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. The most current FIRM and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the board of supervisors by the floodplain administrator.

**14.28.080 Compliance.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered in the unincorporated part of Inyo County without full compliance with the term of this chapter and other applicable regulations. A violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the county from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 1076 § 2 (part), 2004.)

**14.28.090 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1076 § 2 (part), 2004.)

**14.28.100 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 1076 § 2 (part), 2004.)

**14.28.110 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the county or upon any officer or employee thereof, the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1076 § 2 (part), 2004.)

**14.28.120 Severability.**

This chapter and the various parts thereof are hereby declared to be severable; should any section of this chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, nor any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 1076 § 2 (part), 2004.)

**14.28.130 Establishment of development permit.**

A development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 14.29.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

- A. Site plan, including but not limited to:

1. For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site, and
  2. Proposed locations of water supply, sanitary sewer, and utilities, and
  3. If available, the base flood elevation from the flood insurance study and/or flood insurance rate map, and
  4. If applicable, the location of the regulatory floodway; and
- B. Foundation design detail, including but not limited to:
1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, and
  2. For a crawl-space foundation, location and total net area of foundation openings as required in subsection (C)(3) of Section 14.29.170 and FEMA Technical Bulletins 1-93 and 7-93, and
  3. For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent using the Standard Proctor Test method); and
- C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in subsection (C)(2) of Section 14.29.170 and FEMA Technical Bulletin TB 3-93; and
- D. All appropriate certifications listed in Section 14.29.150D; and
- E. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 1076 § 2 (part), 2004.)

**14.28.140 Designation of the floodplain administrator.**

The director of the Inyo County department of public works is appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 1076 § 2 (part), 2004.)

**14.28.150 Duties and responsibilities of the floodplain administrator.**

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following.

- A. Permit Review. Review all development permits to determine that:
1. Permit requirements of this chapter have been satisfied;
  2. All other required state and federal permits have been obtained;
  3. The site is reasonably safe from flooding; and
  4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
- B. Review Use and Development of Other Base Flood Data.
1. When base flood elevation data has not been provided in accordance with Section 14.29.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or



- other source, in order to administer Sections 14.29.170 through 14.29.240. Any such information shall be submitted to the board of supervisors for adoption; or
2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations” dated July 1995 in order to administer Sections 14.29.170 through 14.29.240:
    - a. Simplified method:
      - i. 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method, and
      - ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or
    - b. Detailed method:
      - i. 100-year or base flood discharge shall be obtained using the U.S. Army Corps of Engineers’ HEC-HMS computer program, and
      - ii. Base flood elevation shall be obtained using the U.S. Army Corps of Engineers’ HEC-RAS computer program.
- C. Notification of Other Agencies. In alteration or relocation of a watercourse:
1. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
  2. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
  3. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
- D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed, the following:
1. The certification required by subsection (C)(1) of Section 14.29.170 and by Section 14.29.200 (lowest floor elevations);
  2. The certification required by subsection (C)(2) of Section 14.29.170 (elevation or flood proofing of nonresidential structures);
  3. The certification required by subsection (C)(3) of Section 14.29.170 (wet floodproofing standard);
  4. The certification of elevation required by Section 14.29.190B (subdivision standards);
  5. The certification required by Section 14.29.220A (floodway encroachments).
- E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 14.29.260 and 14.29.270.
- F. Remedial Action. Take action to remedy violations of the ordinance codified in this chapter as specified in Section 14.29.080. (Ord. 1076 § 2 (part), 2004.)

## **14.28.160 Appeals.**

The Inyo County board of supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. (Ord. 1076 § 2 (part), 2004.)

**14.28.170 Standards of construction.**

In all areas of special flood hazards the following standards are required:

- A. Anchoring.
  - 1. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  - 2. All manufactured homes shall meet the anchoring standards of Section 14.29.200.
- B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:
  - 1. With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;
  - 2. Using methods and practices that minimize flood damage;
  - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if
  - 4. Within Zone AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
- C. Elevation and Flood-Proofing. (See Section 14.29.050 for definitions of “basement,” “lowest floor,” “new construction,” “substantial damage” and “substantial improvement”.)
  - 1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
    - a. In a Zone AO, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified. (The State of California recommends that in Zone AO without velocity, the lowest floor be elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two feet, or elevated at least four feet above the highest adjacent grade if no depth number is specified).
    - b. In a Zone A, elevated to or above the base flood elevation; said base flood elevation shall be determined by one of the methods in subsection B of Section 14.29.150. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation, as determined by the community.)
    - c. In all other zones, elevated to or above the base flood elevation. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation.)
  - 2. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

3. Nonresidential construction, new or substantial improvement, shall either be elevated to conform with subsection (C)(1) of this section or together with attendant utility and sanitary facilities:
  - a. Be flood-proofed below the elevation recommended under subsection (C)(1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
  - c. Be certified by a registered professional engineer or architect that the standards of subsection (C)(2) of this section are satisfied. Such certification shall be provided to the floodplain administrator.
4. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:
  - a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
  - b. Be certified by a registered professional engineer or architect.
5. Manufactured homes shall also meet the standards in Section 14.29.200. (Ord. 1076 § 2 (part), 2004.)

**14.28.180 Standards for utilities.**

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
  1. Infiltration of flood waters into the systems; and
  2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding. (Ord. 1076 § 2 (part), 2004.)

**14.28.190 Standards for subdivisions.**

- A. All preliminary subdivision proposals shall identify the special flood hazard area and the elevation of the base flood.
- B. All subdivision plans will provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.
- C. All subdivision proposals shall be consistent with the need to minimize flood damage.
- D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 1076 § 2 (part), 2004.)

**14.28.200 Standards for manufactured homes.**

- A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s), on sites located:
  - 1. Outside of a manufactured home park or subdivision;
  - 2. In a new manufactured home park or subdivision;
  - 3. In an expansion to an existing manufactured home park or subdivision; or
  - 4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) that are not subject to the provisions of subsection A of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
  - 1. The lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation); or
  - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
- C. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 1076 § 2 (part), 2004.)

**14.28.210 Standards for recreational vehicles.**

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) will either:

- A. Be on the site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- B. Meet the permit requirements of Sections 14.29.130 through 14.29.160 and the elevation and anchoring requirements for manufactured homes in Section 14.29.200. (Ord. 1076 § 2 (part), 2004.)

**14.28.220 Floodways.**

Located within areas of special flood hazard established in Section 14.29.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement, and other new development is prohibited unless certification by a registered professional engineer is provided demonstrating that the encroachments will not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If, with respect to any encroachment, the requirements of subsection A of this section are met, the new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 14.29.170 through 14.29.240. (Ord. 1076 § 2 (part), 2004.)

**14.28.240 Flood-related erosion-prone area.**

- A. The floodplain administrator shall require permits for proposed construction and other development within all flood-related erosion-prone areas as known to the community.
- B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.
- C. If a proposed improvement is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvement shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard.
- D. Within Zone E on the flood insurance rate map, a setback is required for all new development from the ocean, lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard and erosion rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only. (Ord. 1076 § 2 (part), 2004.)

**14.28.250 Nature of variances.**

The variance criteria set forth in this section are based on the general principle of zoning laws that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the county board of supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level is so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 1076 § 2 (part), 2004.)

**14.28.260 Appeal board.**

- A. In passing upon requests for variances, the board of supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands to the injury of others;
  2. The danger of life and property due to flooding or erosion damage;
  3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
  4. The importance of the services provided by the proposed facility to the community;
  5. The necessity to the facility of a waterfront location, where applicable;
  6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  7. The compatibility of the proposed use with existing and anticipated development;
  8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
  10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
  11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- B. Any applicant to whom a variance is granted shall be given written notice over the signature of the designated county official that:
1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
  2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Inyo County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- C. The floodplain administrator will maintain a record of all variance actions, including the justification for their issuance, and report such issued variances in the administrator's biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 1076 § 2 (part), 2004.)

**14.28.270 Conditions for variances.**

- A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the applicable procedures set forth in Sections 14.29.130 through 14.29.240 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Section 14.29.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

- C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the “minimum necessary” considering the flood hazard, to afford relief. “Minimum necessary” means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the board of supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the board of supervisors believes will both provide relief and preserve the integrity of this chapter.
- E. Variances shall only be issued upon:
  - 1. A showing of good and sufficient cause;
  - 2. A determination that failure to grant the variance would result in exceptional hardship, as defined in Section 14.29.050, to the applicant; and
  - 3. A determination that the granting of a variance will not create or result in: increased flood heights, additional threats to public safety, extraordinary public expense, or a nuisance, as defined in Section 14.29.050 under “Public safety and nuisance,” nor cause fraud or victimization as defined in Section 14.29.050, of the public, nor conflict with existing local laws or ordinances.
- F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through E of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- G. Upon consideration of the factors in subsection A and the purposes of this chapter, the board of supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 1076 § 2 (part), 2004.)

**CALIFORNIA FISH AND GAME COMMISSION  
NOTICE OF RECEIPT OF PETITION**

Agassiz's desert tortoise  
(*Gopherus agassizii*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission (Commission), on March 23, 2020, received a petition from the Defenders of Wildlife, Desert Tortoise Council, and Desert Tortoise Preserve Committee to to change the status of Agassiz's desert tortoise (*Gopherus agassizii*) from threatened to endangered under the California Endangered Species Act.

Typical habitat of the desert tortoise in the Mojave Desert is characterized as creosote bush scrub ranging in elevation from approximately 1,000 to 5,500 feet, although more generally it occupies a variety of habitats from sandy flats to rocky foothills, including alluvial fans, washes and canyons where suitable soils for den construction might be found, starting at near sea level in elevation. A key habitat component within this habitat is a reliable food source in the form of annual forbs and grasses, which rely on annual precipitation ranging from approximately 2-8 inches.

Pursuant to Section 2073 of the Fish and Game Code, on April 13, 2020, Commission staff transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. The Commission received the petition at its April 15-16, 2020 teleconference. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its August 19-20, 2020, meeting in Fortuna.

Interested parties may contact Dan Applebee, Senior Environmental Scientist-Specialist, California Department of Fish and Wildlife, PO Box 944209, Sacramento, CA 94244-2090, telephone (916) 373-6634, or email [Daniel.Applebee@wildlife.ca.gov](mailto:Daniel.Applebee@wildlife.ca.gov) for information on the petition or to submit information to the Department relating to the petitioned species.

April 21, 2020

Fish and Game Commission

Melissa Miller-Henson  
Executive Director