

# 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, the Board will be conducting its meetings exclusively online.

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

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-waving feature" when appropriate during the meeting (the 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](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

### **November 10, 2020 - 8:30 A.M.**

#### 1. **PUBLIC COMMENT**

### **CLOSED SESSION**

#### 2. **PUBLIC EMPLOYEE EVALUATION** – Title: County Administrative Officer.

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

10 A.M.

#### 3. **PLEDGE OF ALLEGIANCE**

#### 4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

#### 5. **PUBLIC COMMENT**

#### 6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

#### 7. **COVID-19 STAFF UPDATE**

## **DEPARTMENTAL - PERSONNEL ACTIONS**

8. **Assessor** - Request Board:

A) approve the job description for Auditor-Appraiser III, Range 78; and

B) change the authorized staffing in the Assessor's Office by deleting one Senior Assessor, Range 88 (\$7,318 - \$8,892) and adding one Appraiser I, Range 70 (\$4,753 - \$5,781), Appraiser II, Range 72 (\$4,981 - \$6,050), or Appraiser III, Range 78 (\$5,741-\$6,976); and

C) request Board find that, consistent with the adopted Authorized Position Review Policy; 1. the availability of funding for one Office Technician I -III exists in the General Fund, as certified by the Assessor and concurred with by the County Administrative and Auditor-Controller; 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; and 3. approve the hiring of one Office Technician I, Range 55 (\$3,343 - \$4,065), Office Technician II, Range 59 (\$3,669 - \$4,246) or Office Technician III, Range 63 (\$4,023-\$4,895); and

D) request Board find that, consistent with the adopted Authorized Position Review Policy; 1. the availability of funding for Assistant Assessor OR Appraiser I-III exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; and 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3. approve the hiring of one Assistant Assessor, Range 88 (\$7,412 - \$9,006); or one Auditor Appraiser I-III, Range 70-78 (\$4,753 - \$6,976) depending on qualifications; and 4. upon the hiring of either position, authorize the defunding of the position that was not filled.

## **CONSENT AGENDA** (Approval recommended by the County Administrator)

9. **County Administrator** - Request Board authorize payment of a prior-year invoice in the amount of \$2,500 from the Public Defender budget to NKB Forensic Psychological Services of Studio City, CA for psychological testing of a minor.
10. **County Administrator** - Request Board approve Amendment No. 2 to the contract between the County of Inyo and Michael Joseph O'Leary, for Personal Services as a County Officer, amending the contract by changing the end date of the contract to December 31, 2022 and increasing the contract amount by \$35,000 for a total contract amount not to exceed \$80,000.
11. **County Administrator - Motor Pool** - Request Board: A) declare the vehicles identified in Exhibit A as surplus; B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to sell any leftover vehicles through a traditional auction agreement, using a competitive bid process, unless a cost benefit analysis show that net proceeds will be higher by selling the vehicles as scrap metal.
12. **County Administrator - Recycling & Waste Management** - Request Board: A) declare the vehicles identified in Exhibit A as surplus; B) authorize Recycling and Waste Management (RWM) to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize RWM to sell any leftover vehicles through a traditional



auction agreement, using a competitive bid process, unless a cost benefit analysis show that net proceeds will be higher by selling the vehicles as scrap metal.

13. **County Administrator - Risk Management** - Request Board approve and enact proposed "Automated External Defibrillator Policy," which will be added to the County of Inyo Administrative Procedure and Policy Manual.
14. **Public Works** - Request Board authorize payment of a prior-year invoice in the amount of \$1,155.05 to the Los Angeles Department of Water and Power for material removed from the Sunland borrow pit during the fourth quarter of Fiscal Year 2019-2020.
15. **Public Works** - Request Board approve the closure of Mountain View Street between U.S. Highway 395 and Washington Street in Lone Pine between the hours of 7 a.m. and 7 p.m. November 17-18 for the purpose of allowing commercial filming activity to take place within the County right-of-way.
16. **Public Works** - Request Board: A) award the contract for the Inyo County Jail Roof Sealing Project to American Foam Experts of Walnut Creek, CA as the successful bidder; B) approve the construction contract between the County of Inyo and American Foam Experts of Walnut Creek, CA in the amount of \$58,441.56, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

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

17. **County Administrator - Emergency Services** - Request Board receive a presentation from Elizabeth LaMar, the Lead Regional Coordinator for the California Fire Safe Council.
18. **Planning Department** - Request Board review a draft letter prepared by staff regarding the additional alternatives presented in the Meadow Farms ADA Project recirculated environmental documents, provide comments, and authorize the Chairperson to sign.
19. **County Administrator - Economic Development** - Request Board:
  - A) Hear staff update on planning for a Business Resource Center in Inyo County, including the grant funded development of a comprehensive business plan that will include a funding plan, staffing plan, operations plan and a long-term plan for expansion, including a business incubator;
  - B) Receive presentation of a potential public/private partnership where a private citizen is interested in the tax advantages of the Opportunity Zone and the County is interested in a physical space to develop a Small Business Resource Center;
  - C) Authorize County Counsel to draft and the CAO to execute a non-binding letter of intent; and
  - D) Provide feedback and approve next steps.

20. **County Administrator - Motor Pool** - Request Board declare two (2) 2012 Ford F-250 trucks with utility beds (Asset Nos. 9059 and 9086) as surplus and no longer required for County use, and approve the donation of one or both vehicles to Wildcare Eastern Sierra pursuant to Government Code Section 25372.
21. **Agricultural Commissioner - Cannabis** - Request Board approve a request a change in ownership for commercial cannabis business license number 000135, Inyo Cannabis Village, LLC, contingent on submission and approval of appropriate background checks.
22. **Water Department** - Request Board approve the 2019-2020 Lower Owens River Project (LORP) Annual Accounting Report.
23. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for November 12, 2020.
24. **Sheriff** - Request Board amend the Fiscal Year 2020-2021 Illegal Cannabis Suppression Budget 671507 as follows: increase estimated revenue in Federal Grants Revenue Code No. 4555 by \$10,000 and increase appropriation in Overtime object code 5003 by \$7,000, Personal & Safety Equipment object code 5112 by \$2,000, and Office & Other Equipment object code 5232 by \$1,000 (*4/5ths vote required*).
25. **Sheriff** - Request Board: A) amend the Fiscal Year 2020-2021 OHV Grant Budget 623520 as follows: increase estimated revenue in State Grants Revenue Code No. 4498 by \$23,543; and decrease appropriations in General Operating object code 5311 by \$2,000; decrease appropriations in Internal Charges object code 5121 by \$9,457; and increase appropriation in Vehicles object code 5655 by \$35,000; B) amend the Fiscal Year 2020-2021 Sheriff Safety Budget 022710 as follows: decrease estimated revenue in Intra County Charges Revenue Code No. 4821 by \$9,457; and C) amend the Fiscal Year 2020-2021 Sheriff General Budget 022700 as follows: decrease appropriations in Overtime object code 5003 by \$9,457 (*4/5ths vote required*)
26. **Health & Human Services** - Request Board authorize payment of prior-year invoices in the amount of \$2,190 to I.D.E.A Consulting of Davis, CA for consulting services.
27. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the agreement between the County of Inyo and Department of Health Care Services of California for the provision of Drug Medi-Cal services for substance use treatment in an amount not to exceed \$172,500 annually, and a total contract amount not to exceed \$517,500, for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreements, Contractor Certification Clauses, and the California Civil Rights Laws Certification.

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

28. **PUBLIC COMMENT**





# County of Inyo



## Assessor

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** David Stottlemyre

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

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**RECOMMENDED ACTION:**

Request Board:

A) approve the job description for Auditor-Appraiser III, Range 78; and

B) change the authorized staffing in the Assessor's Office by deleting one Senior Assessor, Range 88 (\$7,318 - \$8,892) and adding one Appraiser I, Range 70 (\$4,753 - \$5,781), Appraiser II, Range 72 (\$4,981 - \$6,050), or Appraiser III, Range 78 (\$5,741-\$6,976); and

C) request Board find that, consistent with the adopted Authorized Position Review Policy; 1. the availability of funding for one Office Technician I -III exists in the General Fund, as certified by the Assessor and concurred with by the County Administrative and Auditor-Controller; 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; and 3. approve the hiring of one Office Technician I, Range 55 (\$3,343 - \$4,065), Office Technician II, Range 59 (\$3,669 - \$4,246) or Office Technician III, Range 63 (\$4,023-\$4,895); and

D) request Board find that, consistent with the adopted Authorized Position Review Policy; 1. the availability of funding for Assistant Assessor OR Appraiser I-III exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; and 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one Assistant Assessor, Range 88 (\$7,412 - \$9,006); or one Auditor Appraiser I-III, Range 70-78 (\$4,753 - \$6,976) depending on qualifications; and 4) upon the hiring of either position, authorize the defunding of the position that was not filled.

**SUMMARY/JUSTIFICATION:**

The workload within the business section of the Assessor's office is such that at minimum two Auditor-Appraisers are required. This position should be filled with an experienced employee - either replacing the Assistant Assessor or, depending on qualification, an Auditor-Appraiser level II or III. During her tenure with our department commencing 11/1/18, Tracy Morgan, Assistant Assessor, together with Laura Fluegeman have been working full time in the business property section. They have not been able to bring the workload to a point of

being caught up during this two year period. This is an issue that subsequently hurts the business owners.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

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

**ATTACHMENTS:**

1. AUDITOR-APPRAISER III

**APPROVALS:**

Darcy Ellis

Created/Initiated - 11/5/2020

Sue Dishion

Approved - 11/5/2020

Amy Shepherd

Approved - 11/5/2020

David Stottlemyre

Final Approval - 11/5/2020

## **AUDITOR-APPRAISER III**

### **DEFINITION**

Under general direction, to appraise businesses, personal property, fixtures, and farm equipment for tax assessment purposes; to audit and analyze accounting statements, business records, and tax statements; for appraisals; to explain appraisal methods, laws, and procedures to the public; to defend challenged appraisals before the Board of Equalization, when necessary; to perform the more complex business and personal property appraisals and special assignments for the Assessor's Office; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced working level in the Auditor-Appraiser class series. Incumbents are expected to perform the full scope of business and personal property appraisals requiring appraisal knowledge and background with minimal supervision and direction. Incumbents are also expected to perform the more complex business and personal property appraisals and special job assignments, as well as assist with the training of new staff. Incumbents must be fully capable of explaining appraisal methods and applicable sections of the Revenue and Taxation Code to the public. This class is distinguished from Auditor-Appraiser II by the expectation that incumbents perform the more complex appraisal work and specialized assignments, as well as the full range of regular assignments.

### **CLASSIFICATIONS SUPERVISED**

May provide lead direction, work coordination, and training, as assigned.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Examines and audits accounting records, financial records, tax returns, and other business records and documents in connection with the appraisal of personal and business property and assets for tax assessment purposes; analyzes information and determines the proper valuation of business property; adjusts the original cost of equipment and fixtures to reflect changes in price levels and depreciation; analyzes depreciation reserves and fixed asset accounts to evaluate depreciation methods and the appropriateness of depreciation reserves for valuation purposes; may collect cost and value data for the preparation of appraisal guides; analyzes and evaluates personal property such as boats and aircraft for tax assessments; gathers information and analyzes farm equipment values; assists with reviewing and updating assessment rolls when necessary; explains assessment procedures, value determinations, methods and laws to the public; performs the more complex and specialized business and personal property appraisal assignments; performs special projects as assigned; may gather data and assist with the establishment of appraisal standards; maintains and updates various computer databases related to business appraisals and evaluation of personal property; may assist with the training of new staff; prepares analysis and defends challenged assessments before the Board of Equalization, when necessary; prepares reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office and outdoor environments; continuous contact with other staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

Accounting and auditing principles and procedures; factors, techniques, methods, and principles involved in the appraisal of personal property, businesses, and farm equipment; methods of depreciation and determining the value of personal property, businesses, and farm equipment; laws and regulations affecting the appraisal of personal property, businesses, and farm equipment, including pertinent principles and guidelines contained in the State Constitution, Revenue and

Taxation Code and the Assessor's Handbook; organization, procedures, and responsibilities of the Assessor's Office; computer equipment and software related to business and personal property appraisals; principles of lead direction, work coordination, and training.

**Ability to:**

Provide lead direction, work coordination and training, as assigned; apply appraisal principles, methods, and techniques in the equitable and justifiable appraisal of personal property, businesses, and farm equipment; assemble and analyze statistical and narrative information; read and interpret legal codes and material applicable to the appraisal of personal and business property; prepare analytical reports; perform a variety of special projects and assignments; assist with the establishment of standardized appraisal systems and methods; make mathematical calculations quickly and accurately; communicate effectively orally and in writing; maintain effective communications and good relations with the public and individuals questioning assessment practices and results; effectively represent the Assessor's Office policies, programs, and services with the public, community organizations, County staff, and other government agencies; regularly work well under pressure, meeting multiple and sometimes conflicting deadlines; constantly demonstrate cooperative behavior with colleagues, supervisors, and customers/clients.

**Training and Experience:**

Two (2) years of experience in performing property appraisals and value determinations comparable to that of an Auditor-Appraiser II with the County of Inyo.

**AND EITHER:**

Graduation from an accredited four (4) year college or university with a specialization in accounting or finance or economics or a directly related field, which included at least 18 semester units or 27 quarter units of accounting and/or auditing courses.

**OR**

Possession of a valid certificate issued by the California State Board of Accountancy showing the person to be, and a permit authorizing the person to practice as, a certified public accountant or as a public accountant, or other licensed accountant in the State of California.

**Special Requirements:**

Possession of a valid Appraiser's Certification issued by the State Board of Equalization. Must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Services Worker during a County emergency.



**Special Requirements:**

Possession of, or ability to obtain, an appropriate valid California Driver's License.

Possession of a valid Appraiser's Certification issued by the State Board of  
Equalization.



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Denelle Carrington

**SUBJECT:** Approval of prior Fiscal Year payment from the Public Defender Budget.

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**RECOMMENDED ACTION:**

Request Board authorize payment of a prior-year invoice in the amount of \$2,500 from the Public Defender budget to NKB Forensic Psychological Services of Studio City, CA for psychological testing of a minor.

**SUMMARY/JUSTIFICATION:**

This invoice was received in October, 2020 and included on the invoice are services that were provided from June 20th through June 23rd in the amount of \$3,100. The Court approved services up to an amount of \$2,500, so the invoice has been adjusted accordingly and payment of \$2,500 is needed to pay for the services already provided. Also included on the invoice are services in the amount of \$1,200 which were provided in the current fiscal year. That part of the invoice has already been processed for payment and sent to the Auditor's Office. However, since the remainder of the invoice is for the prior year, your Board's approval is needed to pay this portion of the invoice.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this payment, however, this is not recommended as this vendor does provide these services and the County should stay in good standing so the services continue.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court  
Public Defender  
Auditor's Office

**FINANCING:**

There are sufficient funds in the Public Defender Budget #022600, in Professional Services object code 5265

**ATTACHMENTS:**

1. NKB Forensic Invoice FY 2019-2020

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Amy Shepherd

Created/Initiated - 10/30/2020  
Approved - 10/30/2020  
Approved - 10/30/2020  
Final Approval - 10/30/2020

IMAGED

(SPACE BELOW FOR FILING STAMP ONLY)


**FILED**

OCT 21 2020

INYO CO. SUPERIOR COURT  
PAMELA M. FOSTER, CLERK  
BY 

Elizabeth Corpora (#105592)  
Attorney at Law  
Post Office Box 1161  
308-A West Line Street  
Bishop, CA 93515  
(760) 872-8226  
Attorney for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF INYO**

In re the Guardianship of  
  
A minor.


CASE NO: SICVPG 17 60802  
Supplemental Order Re:  
Authorization of Ancillary  
Defender Costs (Psychologist: Testimony)

Additional funds in an amount not to exceed one thousand, two hundred dollars are authorized to pay for testimony by Nancy Kaser-Boyd, Ph.D., on the dates of July 17, 2020 and August 14, 2020 in the above-entitled date.

This is in addition to the amount of two thousand, five hundred dollars previously authorized, so that the total authorization for services by for this purpose and provided, and related to this minor, is three thousand, seven hundred dollars. (\$3,700.00).

Date: 10/21/2020

Judge of the Superior Court

  
STEPHEN PLACE

cc: CAO  
Ally  
File


OCT 20 2020

INYO CO. SUPERIOR COURT  
PAMELA M. FOSTER, CLERK



BY *[Signature]* DEPUTY

Elizabeth Corpora (#105592)  
Attorney at Law  
P.O. Box 1161  
308 West Line Street, Suite A  
Bishop, CA 93515  
Attorney for Minors  
(760) 872-8226



**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF INYO**

<p>In re the Guardianship of</p> <p></p> <p style="text-align: right;">A minor.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>CASE NO: SICVPG 17 60802</p> <p>Ex-Parte Declaration and Request for Authorization of Ancillary Public Defender Costs (Psychologist) (Supp. Request: Testimony)</p>
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**DECLARATION**

I am the attorney appointed to represent  age thirteen (DOB 8/11/2006).  is the subject of a guardianship proceeding brought by her paternal grandmother and step-grandfather. The temporary guardianship was granted in October of 2017, following a contested hearing.

Trial on the general guardianship commenced in February of 2020, soon after which the Court was shut down as a result of the Covid 19 pandemic.

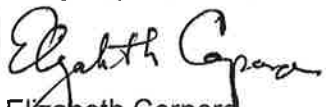
On or about June 3, 2020, and pursuant to a request from the undersigned, this Court authorized funds not to exceed two thousand, five hundred dollars to pay for the cost of a confidential psychological evaluation of , one of the two minors who are subjects of this petition. Accordingly, minor  counsel retained Nancy Kaser-Boyd, Ph.D. Between June 20 and 23, 2020, Dr. Kaser-Boyd reviewed a number of relevant documents, conducted a forensic interview with the minor, scored and interpreted the tests she had

1 administered to [REDACTED] and prepared a written report. Her statement, at indicates a bill for  
2 these services, per court approval, of \$2,500.

3           Thereafter, on July 17 and August 14, 2020, Dr. Kaser-Boyd was requested to give  
4 testimony out of order. Minor's counsel could not have accurately guessed the amount of time  
5 Dr. Kaser Boyd devoted to testimony.

6           Minor's counsel asks that the court authorize funds in the additional amount not to  
7 exceed one thousand, two hundred dollars, for the purpose of compensating Dr. Kaser-Boyd for  
8 her testimony on July 17 and August 14, 2020. Her testimony was essential to the presentation  
9 of the minors' case, and particularly the case of the minor [REDACTED]

10           I declare under penalty of perjury that the foregoing is true and correct and that the  
11 foregoing was executed on October 20, 2020 at Bishop, California.

12   
13 Elizabeth Corpora  
14 Attorney for Minors

**NANCY KASER-BOYD, Ph.D.**

CLINICAL AND FORENSIC PSYCHOLOGY

12725 VENTURA BLVD, SUITE K  
STUDIO CITY, CALIFORNIA 91604  
TELEPHONE (818) 506-0719  
FAX (818) 506-0538

October 10, 2020

RECEIVED

OCT 16 2020

INYO CO. SUPERIOR COURT  
PAMELA M. POWERS, CLERK  
BY [Signature]

Hon. Steven M. Place  
Judge of the Superior Court of Inyo County  
321 West Line Street  
Bishop, California 93514

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STATEMENT OF PROFESSIONAL SERVICES  
Dba: NKB Forensic Psychological Services  
Tax ID # 71-0946492

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RE: Guardianship of [Redacted] Case # SICVPG 17-60802

June 20 to June 22, 2020	Review of multiple Court documents	5.0
June 22, 2020	Forensic Interview of Minor	
	Psychological Testing of Minor	3.0
June 23, 2020	Telephonic Interview with Roger Smith	1.0
June 23, 2020	Tests Scored/Interpreted	2.0
June 23, 2020	Attorney Consultation	.5
June 23, 2020	Written Report	4.0

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15.5 hours. Regular Fee of \$200/hr \$3,100

Court Order approved \$2,500

Revised bill for Evaluation \$2,500

July 17, 2020 Testimony 3 hours

August 14, 2020 Testimony 3 hours

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Total for testimony: 6 hrs @ \$200 \$1,200

FINAL BILLING \$3,700



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(SPACE BELOW FOR FILING STAMP ONLY)


Elizabeth Corpora (#105592)  
Attorney at Law  
Post Office Box 1161  
306-A West Line Street  
Bishop, CA 93515  
(760)872-8226  
Attorney for Defendant

RECEIVED  
JUN 01 2020  
INYO COUNTY  
SUPERIOR COURT

*JS*

IMAGED  
**FILED**  
JUN - 3 2020  
INYO CO. SUPERIOR COURT  
PAMELA M. FOSTER, CLERK  
BY *J. Ellis* DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF INYO**

In re the Guardianship of,  
  
 minors.  
\_\_\_\_\_

) CASE NO: SICVPG 17-60802  
)  
) ORDER Re: Authorization  
) for Ancillary Public Defender Costs  
) (Psychological Evaluation)  
)  
)

**ORDER**

Funds in a total amount not to exceed two thousand Dollars (\$2,500.00) are authorized for the cost of a confidential, ex parte psychological evaluation to be arranged by minor's counsel.

Dated: 6/3/2020

  
\_\_\_\_\_

Judge of the Superior Court



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Amendment #2 between the County of Inyo and Michael Joseph O'Leary for Personal Services as a County Officer

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between the County of Inyo and Michael Joseph O'Leary, for Personal Services as a County Officer, amending the contract by changing the end date of the contract to December 31, 2022 and increasing the contract amount by \$35,000 for a total contract amount not to exceed \$80,000.

**SUMMARY/JUSTIFICATION:**

This amendment is being brought to your Board to extend the end date of the contract through December 31, 2022 and to increase the contract amount to \$80,000 to cover the charges through the new end date.

Mr. O'Leary is the current Deputy Coroner in the northern portion of Inyo County and assists in providing services to all of the northern portions of the County. This amendment will allow Mr. O'Leary to continue his work with no interruption in services provided.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this amendment, however, this is not recommended as the services provided are critical to the Coroner's Office.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funding for this position is provided in the Coroner Budget #023500 in salaries and benefits.

**ATTACHMENTS:**

1. O'Leary Amendment No. 2

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Sue Dishion  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 10/30/2020  
Approved - 10/30/2020  
Approved - 10/30/2020  
Approved - 10/30/2020  
Approved - 10/30/2020  
Final Approval - 10/30/2020

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Michael Joseph Oleary  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Michael Joseph Oleary (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated August 1, 2018, on County of Inyo Standard Contract No. 201 and Amendment Number 1, dated December 11, 2019, for the term from August 1, 2018 to December 31, 2020.

WHEREAS, County and Officer do desire to 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 Officer hereby amend such Agreement as follows:

**2. TERM.**

The term of this Agreement shall be from August 1, 2018 to December 31, 2022 unless sooner terminated as provided below.

**3. CONSIDERATION.**

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$80,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is January 1, 2021.

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

County of Inyo Standard Contract – No. 201  
(Appointed County Officer)

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Michael Joseph O'Leary  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
16<sup>th</sup> DAY OF OCTOBER, 2020.

COUNTY OF INYO

OFFICER

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

By: Michael J. O'Leary  
Signature

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

MICHAEL J. O'LEARY  
Type or Print

Dated: 10/16/2020

APPROVED AS TO FORM AND LEGALITY

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature] for Clint Qu. Hen  
County Risk Manager



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Motor Pool Vehicle Surplus Auction

---

#### **RECOMMENDED ACTION:**

Request Board: A) declare the vehicles identified in Exhibit A as surplus; B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to sell any leftover vehicles through a traditional auction agreement, using a competitive bid process, unless a cost benefit analysis show that net proceeds will be higher by selling the vehicles as scrap metal.

#### **SUMMARY/JUSTIFICATION:**

Since 2015, Inyo County has used the online auction site, Public Surplus, to dispose of surplus vehicles with great success. This system provides the opportunity for local government agencies, special districts, non-profit agencies, county residents, and the general public to purchase surplus County vehicles online.

The auction will be conducted over a one-week period, and will be accompanied by local advertising and a link from the County website. There will be a reserve price on each vehicle as minimum bid, and each vehicle that meets or exceeds the reserve price will be sold to the highest bidder. All payments will be processed through Public Surplus to minimize contact between staff and the public, reducing the risk of spreading COVID-19. At the end of the auction, unsold vehicles will be sold through a traditional auction agreement (using a competitive process); unless a cost benefit analysis determines that the County's net proceeds will be greater by selling the vehicles as scrap metal. All proceeds will be deposited into the Motor Pool fund and used for future purchases and/or Motor Pool operations.

A list of the vehicles proposed for surplus and sale is presented as Attachment A.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Based on past experience, online auction is the best option. Additionally, live auctions are not recommended or allowed at this time according to COVID-19 guidelines.

#### **OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Motor Pool Operating Fund has projected \$12,000 for proceeds from vehicle sales in the 2020-21 Board Approved budget. Any difference will be addressed during the mid-year budget review, if necessary.

**ATTACHMENTS:**

1. Surplus List 2020

**APPROVALS:**

Leslie Chapman	Created/Initiated - 10/30/2020
Darcy Ellis	Approved - 10/30/2020
Leslie Chapman	Approved - 10/30/2020
Teresa Elliott	Approved - 10/30/2020
Marshall Rudolph	Approved - 10/30/2020
Amy Shepherd	Final Approval - 11/2/2020



# Exhibit A

## Surplus Vehicle List

### Motor Pool

	<b>VEH #</b>	<b>DESCRIPTION</b>	<b>VIN</b>
1	8389	2005 FORD EXPEDITON	1FMPU16575LB06829
2	8438	2006 FORD ESCAPE	1FMYU93176KD53649
3	8524	2008 FORD F450 (Utility Bed)	
4	8571	2008 FORD F450	1FDXF47R88EB95204
5	8533(FA8573)	2008 CHEVY IMPALA	2G1WB58K081202630
6	8534(FA8574)	2008 CHEVY UPLANDER	1GNDV23W48D159064
7	8746	2008 CROWN VIC	2FAFP71VX8X168109
8	8838	2010 FORD ESCAPE	1FMCU9DGXAKC28456
9	8840	2010 FORD EXPEDITION	1FMJU1G51AEB49324
10	8868	2011 FORD CROWN VIC	2FABP7BV8BX112206
11	8935	2011 FORD EXPLORER	1FMHK8B85BGA22550
12	8989	2011 FORD CROWN VIC	2FABP7BV4BX177070
13	9078	2012 FORD TAURUS	1FAHP2DW1CG127107
14	9254	1986 FORD F350	1FDKF38L2GPB93434



# County of Inyo



## County Administrator - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Sale of Surplus equipment and vehicles from the Recycling and Waste Management program.

---

**RECOMMENDED ACTION:**

Request Board: A) declare the vehicles identified in Exhibit A as surplus; B) authorize Recycling and Waste Management (RWM) to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize RWM to sell any leftover vehicles through a traditional auction agreement, using a competitive bid process, unless a cost benefit analysis show that net proceeds will be higher by selling the vehicles as scrap metal.

**SUMMARY/JUSTIFICATION:**

Staff recommends using the same process that Motor Pool uses to dispose of surplus equipment and vehicles from the Recycling and Waste Management program. Since 2015, Inyo County Motor Pool has used the online auction site, Public Surplus, to dispose of surplus vehicles with great success. This system provides the opportunity for local government agencies, special districts, non-profit agencies, county residents, and the general public to purchase surplus County vehicles online. This process has worked very well for the past five years.

The auction will be conducted at the same time as the Motor Pool auction, over a one-week period, and will be accompanied by local advertising and a link from the County website. There will be a reserve price on each item as minimum bid, and each item that meets or exceeds the reserve price will be sold to the highest bidder. All payments will be processed through Public Surplus to minimize contract between staff and the public, reducing the risk of spreading COVID-19. At the end of the auction, unsold equipment and vehicles will be sold through a traditional auction agreement (using a competitive process); unless a cost benefit analysis determines that the County's net proceeds will be greater by selling the equipment and vehicles as scrap metal. All proceeds will be deposited into the Recycling and Waste Management fund.

A list of the equipment and vehicles proposed for surplus and sale is presented as Exhibit A.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Based on past experience, online auction is the best option. Additionally, live auctions are not recommended or allowed at this time according to COVID-19 guidelines.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Recycling and Solid Waste has projected \$15,000 for proceeds from the sale of equipment and vehicles in the 2020-2021 Board Approved budget. Any differences will be accounted for during the mid year budget review, if necessary.

**ATTACHMENTS:**

1. Surplus List 2020

**APPROVALS:**

Leslie Chapman	Created/Initiated - 10/30/2020
Darcy Ellis	Approved - 10/30/2020
Leslie Chapman	Approved - 11/4/2020
Teresa Elliott	Approved - 11/4/2020
Marshall Rudolph	Approved - 11/5/2020
Amy Shepherd	Final Approval - 11/5/2020

# Exhibit A

## Surplus Vehicle/Equipment List

### Solid Waste

	VEH #	DESCRIPTION	VIN
1	548	2003 INTL ROLL OFF TRUCK	1HTWYAXT33J074300
2	6123	KENWORTH ROCK TRUCK	116054
3	6406	1987 TOYOTA PICKUP	JT4RN67S1H5071290
4	6468	1991 FORD BRONCO	1FMEU15N4MLA64529
5	6533	20 TON TRAILER	2919
6	7649	1980 CHEVY WATER TRUCK	C15DAAV142533
7	7785	1999 FORD F250	1FTNF20L3XED84492
8	8181	2001 DODGE DAKOTA	1B7GG22X21S293423
9	8364	1996 FORD F250	2FTHF26H6TCA66320



# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Aaron Holmberg

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board approve and enact proposed "Automated External Defibrillator Policy," which will be added to the County of Inyo Administrative Procedure and Policy Manual.

**SUMMARY/JUSTIFICATION:**

This policy allows the County to install automated external defibrillators (AEDs) in strategic locations, in the absence of a legal requirement to do so, as a matter of public policy. The policy explains device placement, responsibilities, and procedures unique to these valuable and potentially life saving assets. The two exhibits provide additional detail and may need to be adjusted from time to time as placements and devices change over time. Big thanks to County Counsel, Public Works, and Health and Human Services for all their support and edits on the policy and exhibits.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

With your Board's approval, the devices were already purchased. That approval included an agreement to bring an AED Policy forward for your Board's review and approval. Written procedures are necessary to maintain and operate these devices most effectively. If the policy is not approved, then we should consider not installing the devices.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, Health and Human Services, Public Works and Administration

**FINANCING:**

There is no financial impact.

**ATTACHMENTS:**

1. AED Policy with Exhibits

**APPROVALS:**

Aaron Holmberg	Created/Initiated - 10/20/2020
Darcy Ellis	Approved - 10/20/2020
Aaron Holmberg	Approved - 10/20/2020
Denelle Carrington	Approved - 10/20/2020
Marshall Rudolph	Approved - 10/20/2020
Amy Shepherd	Approved - 10/26/2020
Michael Errante	Approved - 11/2/2020
Marilyn Mann	Approved - 11/2/2020
Aaron Holmberg	Approved - 11/2/2020
Clint Quilter	Final Approval - 11/2/2020

COUNTY OF INYO Administrative Procedure and Policy Manual  
TITLE: AUTOMATED EXTERNAL DEFIBRILLATOR POLICY

This is enacted by the authority of the County of Inyo Board of Supervisors and is effective upon adoption. Applicable state laws include Civil Code 1714.21 and Health and Safety Code 1797.196.

I. PURPOSE

This document describes the County of Inyo's policy for the placement, use, training, and maintenance of AEDs as provided by the County of Inyo. The County encourages all County employees to become familiar with this policy.

II. POLICY

It is the intent of the County of Inyo to provide AEDs that are readily available in the event an individual experiences sudden cardiac arrest in a County-operated facility and to ensure compliance with subdivision (b) of Health and Safety Code section 1797.196. This policy does not impose a duty on any employee or agent of the County to use an AED or to take any other action in response to an emergency situation, nor does it prevent any employee or agent of the County (or any member of the public) from using an AED in an emergency situation. This policy shall not apply to employees of the Sheriff's Department, which has its own personnel policy regarding AEDs.

III. DEFINITION OF TERMS

- Automated External Defibrillator (AED): A device capable of cardiac rhythm analysis that will charge and deliver a shock by user interaction after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.
- Cardiopulmonary Resuscitation (CPR): A means of establishing and maintaining adequate respiration and circulation. This is done by ensuring that the patient has an open airway, by administering rescue breathing, and by maintaining the victim's circulation by means of closed chest cardiac compressions.
- Defibrillation: A method of using an AED to reestablish normal contraction rhythms in a heart that is not beating properly.
- Emergency Medical Services (EMS): Refers to medical professionals who respond to 911 calls and treat and transport people in crisis health situations.
- Sudden Cardiac Arrest (SCA): Sudden cardiac arrest is the abrupt loss of heart function, breathing and consciousness. The condition usually results from an electrical disturbance in the heart that disrupts the pumping action, stopping blood flow to the body. If not treated immediately, sudden cardiac arrest can lead to death.

IV. PLACEMENTS OF AEDS

The County has strategically placed AED units in alarmed, wall-mounted cabinets in many County-operated buildings. Risk Management shall determine the specific locations and placements for such AED units. Exhibit A lists the location for all County-provided AED units, and may be independently updated from time to time by Risk Management.

V. RESPONSIBILITIES

- A. Department Heads with operations in buildings where AEDs are located should ensure that employees in AED-equipped buildings are notified of this policy, the location of the nearest AED, and how to request voluntary training. Department Heads should also ensure that supervisors are instructed to report any use or misuse of an AED promptly to Risk Management.
- B. Employees should adhere to this Policy and report any AED use or misuse to their supervisor.
- C. Risk Management should do the following:



COUNTY OF INYO Administrative Procedure and Policy Manual  
TITLE: AUTOMATED EXTERNAL DEFIBRILLATOR POLICY

- Notify the local EMS agencies of the existence, location, and type of AED when new devices are acquired
  - Post instructions next to each AED, in no less than 14-point type, on how to use the AED
  - Offer a demonstration annually as to how to use an AED in an emergency to at least one person associated with each building where an AED is located
  - Annually notify tenants of any County-operated facility where an AED is located as to the location of the nearest AED and who they can contact if they wish to voluntarily take AED or CPR training. Facility users who are not tenants (e.g., guests, invitees, and licensees), including special event users, may receive but are not required to receive such notice.
  - Ensure visual inspections of all AED devices are completed and recorded at least quarterly. Risk Manager may designate employees in Exhibit A to perform and record monthly visual inspections (as described in Exhibit B) if required by the manufacturer.
- D. Public Works should ensure that all County-owned AEDs are properly maintained as outlined by the manufacturer. This includes testing the batteries biannually, testing the devices after each use, replacing the pads every five years, and maintaining records of maintenance and testing of each device.

VI. PROCEDURES

- A. EMS response: Speed of response is the key to survival following sudden cardiac arrest (SCA). When responding to a victim who may be in SCA and in need of assistance, a primary objective is to ensure that EMS medical personnel are on the way to the scene as soon as possible. Ensuring that EMS personnel are on the way does not prevent any person from administering CPR and/or using an AED.
- B. Demonstration/Training: A demonstration in how to use an AED properly in an emergency will be offered annually to personnel stationed in buildings where AEDs are located. Such demonstrations are informative and do not constitute CPR/AED training. Employees who wish to complete a CPR/AED course voluntarily should speak with their supervisor.
- C. Maintenance of Automatic External Defibrillator
- Regular maintenance includes compliance with manufacturer guidelines. These guidelines may include: monthly visual inspections, biannual battery testing, testing after each use, pads replacement after five years, and maintenance of inspection and testing records. Any problems or concerns with the units should be reported to Public Works and Risk Management.
  - Monthly visual inspections should be completed by the person assigned to this task. See Exhibit B for a description of the brief inspection process.
  - The AED performs automatic tests and analysis daily, weekly, and monthly. The service indicator message (a red X) will appear in the LED square in the upper right corner if the AED detects a problem. The device may also activate an audible alarm. If the Red X appears and/or the alarm is ringing, remove the device from the cabinet and inform Public Works and Risk Management for further directions. Do not remove the internal analysis chip unless authorized to do so by Risk Management.

## AED POLICY - EXHIBIT A: AED Placements

Bishop Library. Left of circulation desk, behind wall leading to stacks, to left of fire extinguisher. Responsible party for monthly checks: Joe Frankel.



Grove Street. Across from lactation room, to right of door to janitor closet. Responsible party for monthly checks: Maricela Baez. Eventually this unit will be relocated to the new building.

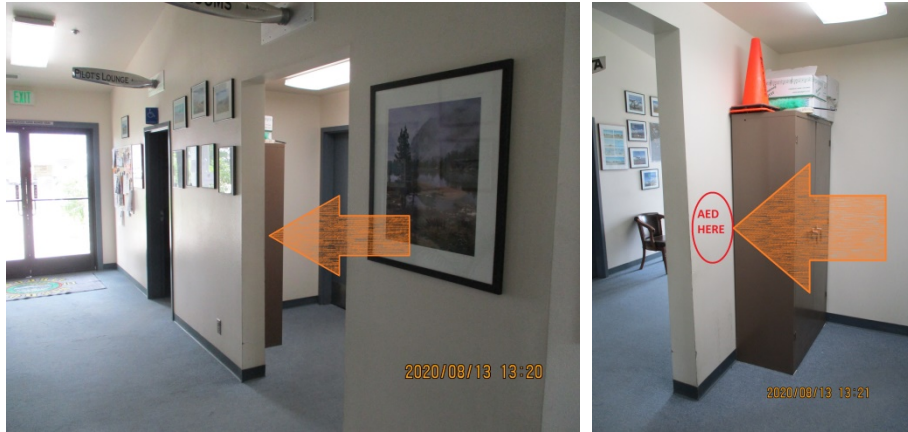


One Stop / Adult Probation. In hallway, to the right of the inside of the lobby access door for One Stop. Responsible party for monthly checks: Tyler Davis. Eventually will be relocated.



# AED POLICY - EXHIBIT A: AED Placements

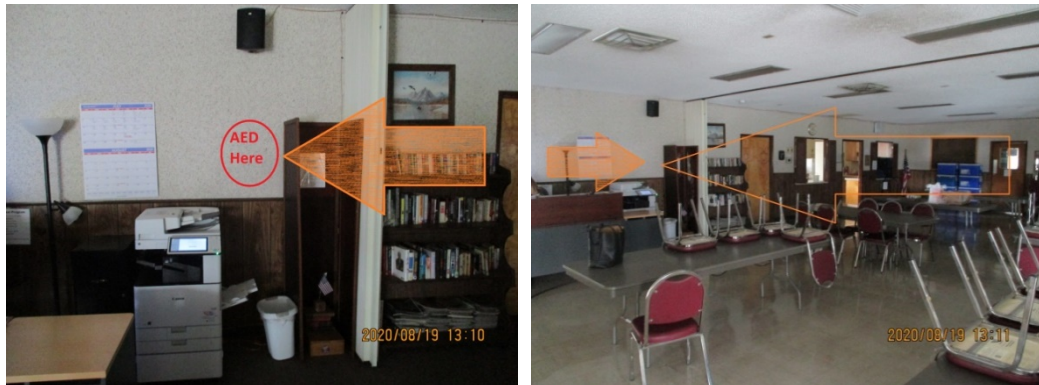
Bishop Airport. Across from the men's room door, to left of cabinet. Responsible party for monthly checks: Steve Loven.



Progress House. East wall of dining room, between cabinet and pegboard. Please leave clearance for cabinet door to fully open. Responsible party for monthly checks: Gina McKinzey.



Bishop Senior Center. Behind dining room check-in desk, between printer and donation station. Please leave clearance for printer to open. Printer can be moved two inches to left. Responsible party for monthly checks: Jean Bigham.





## AED POLICY - EXHIBIT A: AED Placements

EC Museum. In office area, to right of e-box, above light switches. This will be higher than usual. Responsible party for monthly checks: Jon Klusmire.



Courthouse. Second floor lobby across from fire extinguisher, to left of Alisha's office door. Chair in hallway does not belong there. Responsible party for monthly checks: Aaron Holmberg.



Courthouse Annex. On wall between restrooms. Right or left of where a water fountain used to be. Responsible party for monthly checks: Aaron Holmberg.



## AED POLICY - EXHIBIT A: AED Placements

Indy Admin. On wall to left of storage closet door before you get to restroom hallway. Responsible party for monthly checks: Aaron Holmberg.



Water Department. NE corner of conference room. Responsible party for monthly checks: Aaron Steinwand.



Statham Hall. On north wall inside hall, about half way down, to right of where door slides into wall. Responsible party for monthly checks: Jean Bigham.





## AED POLICY - EXHIBIT A: AED Placements

Big Pine Town Hall. Northwest corner of the main hall, just to the right (west) of the east-most pillar. Responsible party for monthly checks: Jean Bigham.



Tecopa Community Center. On east wall between the windows, next to fire extinguisher. Responsible party for monthly checks: Rose Colon.



Indy Legion Hall. To right of main exit, just above paneling. Will be higher than other placements. Responsible party for monthly checks: Cynthia Browning.



## AED POLICY - EXHIBIT A: AED Placements

Mazourka Shop. Inside break room, above the shelf, and relocate microwave. Responsible party for monthly checks: Steve Ivey.



Public Health at South Street. Inside middle hallway near break room. Responsible party for monthly checks: Jenna Rhoads.



### OTHERS:

- Sheriff's Office. The Sheriff's Office has their own collection of AEDs deployed to the County Jail, Substations, and, in some situations, vehicles. Use of the Sheriff's Office AEDs is controlled by that department's internal written policies. The Sheriff may delegate monthly checks and maintenance. Risk Management will offer assistance.
- 312/310 North Jackson St in Lone Pine. Placement to be determined once we fully occupy this recently purchased facility. Responsible party for monthly checks: Jenny Trimble. The AED and cabinet are pending deployment.
- New building in Bishop. Placement to be determined once we vacate Grove St and One Stop.

All AED cabinets are intended to be mounted on a wall with the bottom of the cabinet at about 48" from floor. ECM, Indy Legion Hall, and Mazourka Shop may be mounted by necessity at different heights.

Inyo County AED Policy  
EXHIBIT B: Procedure for AED Monthly Checks

A brief monthly check of each AED can help ensure that each public access device is ready in the event of a need. The recommended monthly actions vary with make and model of each device. Monthly visual inspections should be completed by the person assigned to this task. If an update in the assignment is necessary, please call Risk Management.

As of the date at the bottom of this page, most Inyo County public access AEDs are Zoll AED Plus, purchased in the summer of 2020, and placed in mounted and alarmed cabinets. The person performing the monthly check will need five minutes, the key to disengage the cabinet alarm, and a pen to record the activity. Do not remove the internal analysis chip inside an AED unless authorized to do so by Risk Management.

Zoll AED Plus monthly steps:

1. Use key to disengage the alarm. Cabinet does not lock.
2. Verify that the instructions are easy to find and near, on, or inside the cabinet. If instructions are missing, call Risk Management for a replacement.
3. Check around the cabinet and device for visible signs of tampering, wear, damage, or cracks. Listen for chirping which may indicate an expired battery. Only AED stuff should be in the cabinet. Report any issues to Risk Management.
4. Check the date on the pads. Expiration is displayed on tape over opening of device and on package of spares, if any. If expired, report to Risk Management. Pads are generally good for five years.
5. Check for Green X in status window. If Green X does not display, report to Risk Management.
6. Hold down On/Off button for 5 seconds until you hear a click sound. Device will run a silent 15-second test. When done, device should say "Unit Ok." You may hold down the On/Off button to turn off the operation if it continues after the self-check. If test fails, report to Risk Management.
7. Remove device from black case and check the date on the back of the unit. These devices are generally good for 10 years. If potentially expired, report to Risk Management.
8. Record your action with initials and date on the inspection card inside the unit.
9. Close cabinet and use the key to reengage the alarm.

URLs are subject to change without notice. Here are monthly check videos for a few models:

- Phillips Heartsmart: [https://youtu.be/WBaGUztic\\_w](https://youtu.be/WBaGUztic_w).
- Zoll AED Plus: <https://youtu.be/A6CE2jQ7VXw?t=462>

AED Policy Exhibit A lists the locations of Inyo County's public access AEDs. Please call Risk Management with any questions. Thank you for your partnership in a safe and healthful workplace.





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Justine Kokx

**SUBJECT:** Prior year payment in the amount of \$1,155.05 to the Department of Water & Power for borrow pit materials removed during the fourth quarter of FY2019/2020.

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**RECOMMENDED ACTION:**

Request Board authorize payment of a prior-year invoice in the amount of \$1,155.05 to the Los Angeles Department of Water and Power for material removed from the Sunland borrow pit during the fourth quarter of Fiscal Year 2019-2020.

**SUMMARY/JUSTIFICATION:**

The reason this is coming to your Board now is due to the delay in production of the invoice. Public Works experienced a key fiscal vacancy in the Road Department during the fourth quarter of FY2019/2020, and therefore staff had to provide a significant amount of coverage in order to maintain the fiscal operations of the department. It wasn't until October that the covering staff had the ability to focus on catching up on borrow pit reporting and invoicing.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this payment to the Department of Water & Power, but this is not recommended as this would potentially hinder access to necessary borrow pit materials, which are used for maintaining county roads.

**OTHER AGENCY INVOLVEMENT:**

City of Los Angeles Department of Water & Power

**FINANCING:**

To be paid out of the Road budget (034600), General Operating object code (5311).

**ATTACHMENTS:**

**APPROVALS:**

Justine Kokx  
Breanne Nelums  
Michael Errante  
Darcy Ellis  
Amy Shepherd  
Marshall Rudolph  
Michael Errante

Created/Initiated - 10/26/2020  
Approved - 10/27/2020  
Approved - 11/2/2020  
Approved - 11/2/2020  
Approved - 11/2/2020  
Approved - 11/2/2020  
Final Approval - 11/3/2020



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Trevor Taylor

**SUBJECT:** Closure of Mountain View between Highway 395 and Washington Street in Lone Pine

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**RECOMMENDED ACTION:**

Request Board approve the closure of Mountain View Street between U.S. Highway 395 and Washington Street in Lone Pine between the hours of 7 a.m. and 7 p.m. November 17-18 for the purpose of allowing commercial filming activity to take place within the County right-of-way.

**SUMMARY/JUSTIFICATION:**

Big Indie Invasion, Inc. production company out of Santa Clarita, CA has requested a film permit from the County Road Department allowing for their crew of up to 100 to film in and around the town of Lone Pine from November 12th through the 19th, 2020. A portion of their proposed filming requests the closure of Mountain View Street between Highway 395 and Washington Street from 7AM to 7PM on Tuesday, November 17th and Wednesday, November 18th. Board approval is required for any closures on County roads. The production company has been notifying residents and businesses affected by their proposed filming activities and the permit will reflect conditions to minimize any conflicts or concerns before it is finalized. A copy of the draft permit application has been included for reference and contains the traffic control/detour plan for the closure.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the road closure of Mountain View Street as requested and the production company could proceed with their plan using intermittent traffic control. Given the size of the crew, a closure of the requested section of Mountain View would increase the safety of personnel during filming.

**OTHER AGENCY INVOLVEMENT:**

Emergency Services  
Caltrans

**FINANCING:**

Revenue from film permits is deposited in Road Department Budget 034600, Object Code 4141, Permits and Privileges.

**ATTACHMENTS:**

1. Filming Application

**APPROVALS:**

Trevor Taylor

Darcy Ellis

Trevor Taylor

Chris Cash

Michael Errante

Created/Initiated - 10/27/2020

Approved - 10/27/2020

Approved - 11/5/2020

Approved - 11/5/2020

Final Approval - 11/5/2020



## Inyo County Commercial Photography and Filming Application and Permit

**Permit Number** \_\_\_\_\_  
(Internal use – Road Dept. only)

### Parks

Inyo County Parks and Recreation  
163 May Street  
Bishop, California 93514  
(760) 873-5577 (760) 873-5599 Fax  
e-mail: [telliott@inyocounty.us](mailto:telliott@inyocounty.us)

### Roads, Facilities, and Airports

Inyo County Road Department  
Post Office Drawer Q – 168 N. Edwards St.  
Independence, California 93526  
(760) 878-0201 (760) 878-2001 Fax  
e-mail: [dhayden@inyocounty.us](mailto:dhayden@inyocounty.us)

Date: 10/23/20

Applicant and /or Company Name: Big Indie Invasion Inc - "Invasion"

Address: 24834 Avenue Rockefeller, Santa Clarita, CA 91355 714-292-6683

Contact Person and Phone: LM: Michael Chickey, 415-971-7770

Cell Phone: 415-971-7770 email: michaelchickey@mac.com Fax: \_\_\_\_\_

Location and Description of Filming Project (Park, Facility, Road, Airport): \_\_\_\_\_

Loc 1) 1471 Indian Springs Dr, Lone Pine, CA 93545; Loc 2) 104 N Main St, Lone Pine, CA 93545

Loc 3) 633 S Main St, Lone Pine, CA 93545; Loc 4) 119 S Main St, Lone Pine, CA 93545

Equipment to be used: 4 large trucks; 3 cube trucks; 3 trailers; 4 vans; 1 motorhome; 1 generator

(please see addendum for film activities)

Number of Personnel, includes film crew and talent: 100

Traffic Control Supplied By (Roads only): \_\_\_\_\_  
CHP/Inyo County Sheriff

Start Date: 11/12 Completion Date: 11/19

Hours: (please see addendum) am/pm To: (please see addendum) am/pm

Stunts: Y/N Pyrotechnics: Y/N Wet Down: Y/N

Are you requesting the closure of a County Park or any County Building or road? Y/N

**(Note: A request to close any County Park or to use any County Buildings requires Board of Supervisors approval with two months advance notice. Request for a road closure, except for ITC also requires Board of Supervisors approval, with two months advance notice.)**

## FEES

### 1. General Fees

All fees shall be paid in advance of the activity. Fees, except the permit/processing fee, shall be refunded if the activity is cancelled. No prorated charges for partial days.

- Permit/Processing Fee (Non Refundable) \$25.00  
(To be submitted with the completed application). Please allow 4-6 working days to process the filming permit.
- Filming Fee/Inspection Fee \*  
Motion Picture/Commercials/Still Photography (includes film crew and talent)

1 – 15 People	\$200.00 per day
16 – 30 People	\$350.00 per day
31 – 60 People	\$475.00 per day
Over 60 People	\$700.00 per day

\* NOTE:

**Roads, Buildings, and Airport Locations – Fees charged are doubled for weekend and Holiday Staff call out.**

**Parks – Fees charged are doubled for Holiday Staff call out.**

**Fees are for filming per day in either County parks, County roads or other County facilities. A separate Filming Fee/Inspection Fee is charged for filming in each type of location in a single day. (For example, the fee for a film crew of 14 people filming in a park and on a County road in one day would be \$400.00. However, the fee for the same crew filming in two County Parks in one day would be \$200.00.)**

**Fees charged by the County may be waived for acknowledgement of Inyo County locations in the Film credits. (Motion Pictures only)**

- **Damage Deposit: \$500.00 (Road Department may waive the damage deposit.)**

## PERMIT CONDITIONS

### 1. Permit Conditions Applicable to All Permits.

- Permittee shall provide sanitary facilities and shall not cause, either directly or indirectly, the pollution of any surface water, and shall not dump or cause sanitary waste to be dumped on County of Inyo property. Permittee shall provide and install, in accessible locations, an adequate number of portable toilets for its entire party – including any guests of Permittee that may be admitted under this permit. Permittee shall comply with all instructions of the County.
- No disturbance of any kind to natural features such as soil, rocks, or vegetation shall be allowed without the expressed written permission of the County; and any restoration, revegetation, or mitigation necessary, whether caused with or without permission of County, shall be at the sole liability and expense of the Permittee and completed to the satisfaction of the County.
- On or before the date of the expiration of this permit, the Permittee shall remove from said properties all location sets, structures, rubbish, and other items placed on said properties by the Permittee, and in the event Permittee fails to do so, the County may recover its costs incurred therefore.

- This permit may be terminated at any time by either of the parties hereto, and until so terminated, the Permittee agrees to abide by all of the terms and conditions hereof and to pay all permit fees herein provided.
- Permittee shall be subject to the County's control and to instructions of the County representative assigned for the purpose, in order to avoid any interference with the operation of the County's facilities.
- This permit does not include the right to use any electricity, water, telephone, structures or improvements located on County property without the prior approval of the County. If electricity, water, or use of telephone is supplied for Permittee's purposes, the cost of such shall be paid by the Permittee.
- Permittee shall provide a Certificate of Insurance, which provides \$1,000,000.00 combined single limit public liability and property damage coverage naming the County of Inyo as additional insured.
- Permittee shall not commit a nuisance while on the property and will be held responsible for preventing any other person allowed to enter the property under this permit from doing so.
- Permittee shall not allow personnel or animals to enter the waters of any lake, impoundment, reservoir, river, stream, ditch or canal, and no equipment shall be placed in or on the water without having received specific approval for such act at the time the permit was obtained.
- Permittee shall inform all persons entering County property under this permit of these regulations and shall, upon reasonable notice, evict from the property any person who violates these regulations.
- The damage deposit is in part or totally refundable, depending on the results of a staff inspection of premises to determine County costs associated with the permitted activity. Actual labor costs for cleanup, replacement, or repair costs for equipment, furnishings, or property as well as any other costs allowed under this permit shall be assessed against the damage deposit. Permittee agrees to pay such costs exceeding the amount of the damage deposit.

2. Permit Conditions Applicable to Permits For Filming/Photographing on County Roads.

- No work in the road right of way will occur prior to the specified start time. This includes site preparation, equipment set-up, and filming. Any work before daylight will require special measures to ensure the safety of the traveling motorist. No filming is allowed after sundown unless specifically approved.
- No work will occur in the road right of way until adequate traffic control and advanced warning signs are in place. Signs should be 24" x 24" and orange with black lettering, placed 500 feet in advance of the traffic control. All traffic control shall be arranged by the Permittee and provided by uniformed officers of the Inyo County Sheriff Department or the California Highway Patrol. The filming company must provide the traffic control officers at all locations with a copy of the permit. Intermittent traffic control, 15 minutes maximum, is allowed.
- The tampering with or removal of any road sign, snow pole, guardrail, or any other road device is not allowed.
- Only the activities and locations requested and approved in this permit will be allowed. It is the Permittee's responsibility to familiarize itself with the conditions on the permit and to see that those conditions are adhered to.

- Inyo County permits allow filming on Inyo County roads only. The property owner(s) must be contacted for permission to use other lands if the filming or support activities extend beyond the road right of way.
- All traffic control shall be provided by uniformed officers of the Inyo County Sheriff Department or the California Highway Patrol. This is to be arranged by the applicant.  
     Sheriff Department, (760) 876-5606  
     Highway Patrol in Bishop, (760) 873-3531
- Advanced warning signs must be in place before wet down or filming begins.
- Catering trucks and seating may not be set up in the roads.

3. This permit may be amended in accordance with the conditions set forth in Attachment A hereto.

#### HOLD HARMLESS AGREEMENT AND ACCEPTANCE OF LIABILITY

Permittee acknowledges and represents that it has inspected said properties, roads or facilities, knows the condition thereof, and assumes full responsibility for any injury to persons or damage to property arising by reason of use of said properties, roads or facilities under this permit. Permittee accepts full responsibility for lost or stolen items, breakage, or damage to property or structures and for the deportment and conduct of those attending the function for which the permit is issued. Applicant assumes all risks incidental to or connected with its operation under these terms and conditions and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity.

Permittee agrees to defend, indemnify, and hold harmless Inyo 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, activities conducted pursuant to this permit by Permittee, or Permittee's agents, officers, or employees. Permittee's obligation to defend, indemnify, and hold Inyo 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 act or omission of the Permittee, its agents, employees, suppliers, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.



AGREEMENT WITH TERMS OF PERMIT AND ISSUANCE OF PERMIT

In consideration for the approval and issuance of this permit, the undersigned agrees to the terms and conditions set forth herein and agrees to abide by the terms and conditions hereof. This agreement is effective and the permit is issued upon signature by Permittee and an Inyo County officer.

**PERMITTEE**

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

Big Indie Invasion Inc  
Name of Organization

Date: 10/23/20

**PERMIT APPROVED:**

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

\_\_\_\_\_  
Public Works/Road Representative

Date: \_\_\_\_\_

**PERMIT APPROVED:**

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

\_\_\_\_\_  
Parks and Recreation Representative

Date: \_\_\_\_\_

Insurance Approved

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

The following must be submitted to Inyo County Parks and Recreation

- Signed Application
- Permit/Processing Fees
- Photography/Filming Fee
- Damage Deposit (if applicable)
- Certificate of Insurance (must name County of Inyo as additionally insured)
- Submit a separate check for the damage deposit

Filming Fees	\$	_____
Application Fee	\$	_____
Damage Deposit	\$	_____
<b>Total</b>	\$	_____

**Receipt Number** \_\_\_\_\_  
**Date of Receipt** \_\_\_\_\_  
**Permit Number** \_\_\_\_\_  
 (internal use only)

## **Addendum for “Big Indie Invasion” – Inyo County**

### **Loc 1) 1471 Indian Springs Dr**

Prep: 11/12, 0700 – 1900

Film: 11/13, 1000 – 2359

Strike: 11/14, 0700 - 1900

Activities: Exterior filming only; exterior dialogue; crew and equipment on Indian Springs Dr; all on private property; exterior gunfire (1/4 and 1/2 load single shot); propane fire for camp fire scene.

### **Loc 2) 104 N Main St (Bonanza Mexican Restaurant)**

Prep: 11/15, 0700 – 1900

Film: 11/16, 0600 – 2000

Strike: 11/17, 0700 – 1900

Activities: Interior filming only; interior dialogue; atmospheric smoke (water-based); crew and equipment on sidewalk and in curb lane; requesting ITC on Hwy 395.

Posting: (11/15, 0700 – 1900)

N/S Mountain View St, Main St (Hwy 395) – S Jackson St

Posting: (11/16, 0600 – 2000)

B/S Mountain View St, Main St (Hwy 395) – S Lone Pine Ave; E/S Main St, W Mountain View St – E Bush St; W/S Jackson St, Whitney Portal Rd – E Bush St

### **Loc 3) 633 S Main St (Trails Motel)**

Film: 11/16, 0600 - 2000

Activities: Exterior filming only; exterior dialogue; crew and equipment on sidewalk and in curb lane; scene in parked cars at hotel.

### **Loc 4) 119 S Main St (Lone Pine Market)**

Prep: 11/16, 0700 – 1900

Film: 11/17 & 11/18, 0600 – 2000

Strike: 11/19, 0700 - 1900

Activities: Interior and exterior dialogue; crew and equipment on sidewalk and in curb lane; scene in parked car at storefront on Mountain View St; requesting ITC on Hwy 395.

Posting: (11/16, 0700 – 1900) N/S Mountain View St, Main St (Hwy 395) – S Washington St; W/S Main St, Whitney Portal Rd – E Bush St

Posting: (11/17 & 11/18, 0600 – 2000) S/S Mountain View St, Main St (Hwy 395) – S Washington St; E/S Washington St, Whitney Portal Rd – E Bush St

Closure: (11/17 & 11/18, 0600 – 2000) Full Closure of Mountain View St, Main St (Hwy 395) – S Washington St



Location Overview  
Ext. Shopping Precinct  
Downtown Lone Pine  
119 S Main St.  
@ Mountain View  
Lone Pine, CA 93545

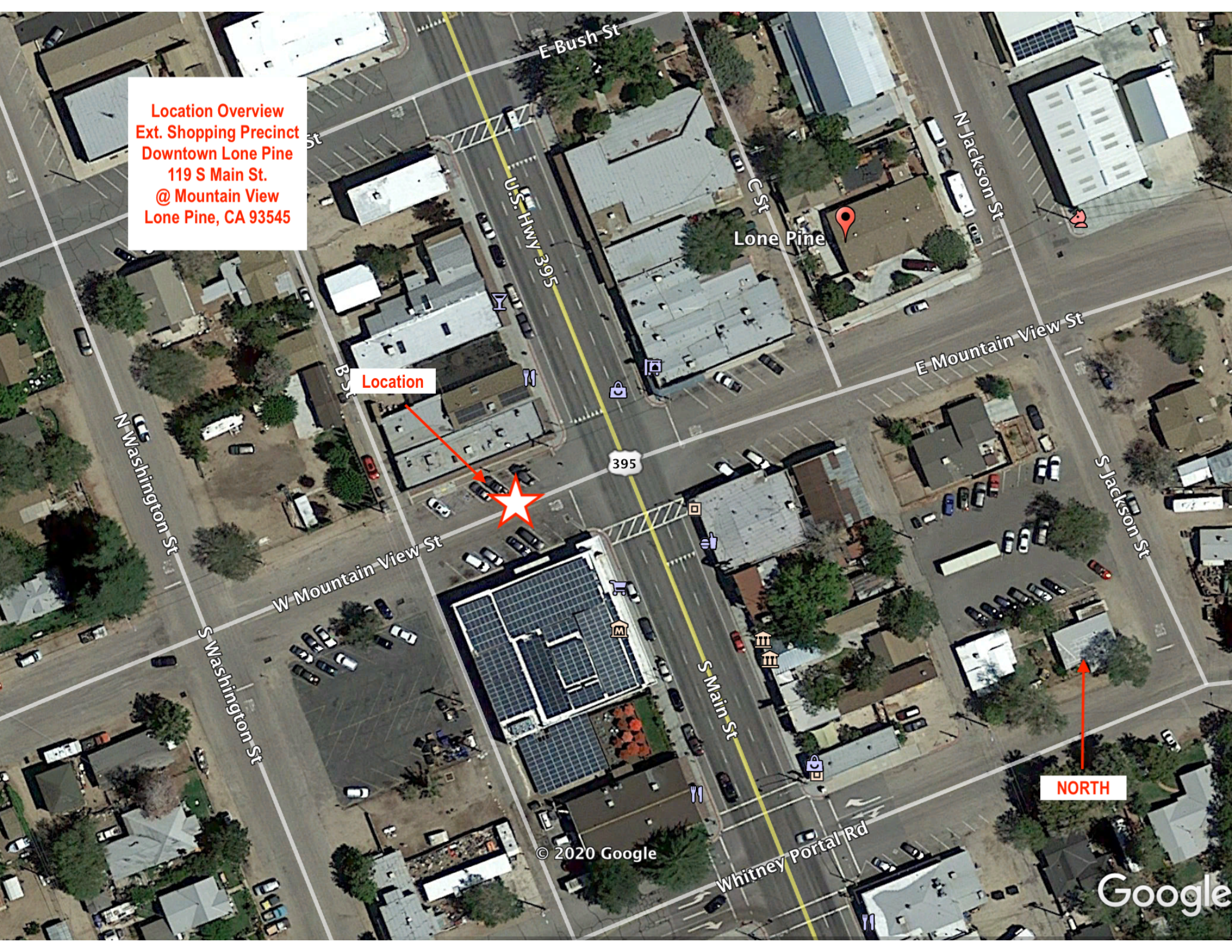
Location

Lone Pine

NORTH

© 2020 Google

Google





**INYO COUNTY**

**CLOSURE INFO:**  
 FULL CLOSURE OF W MOUNTAIN VIEW ST  
 FROM 395/MAIN ST-N WASHINGTON ST  
 11/17, & 11/18, 0600-2000






**BIG INDIE INVASION**  
 "INVASION"  
 LOCATIONS CONTACT:  
 CHRISTIE HAZLET 323.260.4777(4PPS)






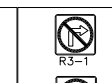

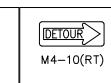
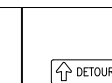
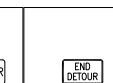
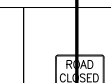
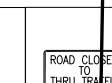


**GENERAL NOTES:**

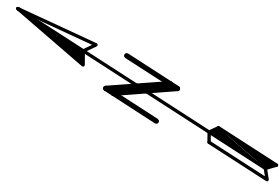
1. ALL SIGNING, STRIPING, AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND STANDARD SPECIFICATIONS, CALIFORNIA M.U.T.C.D., AND ANY ADDENDUMS THERTO, AND AS SHOWN ON THESE PLANS.
2. THERE SHALL BE NO INTERFERENCE WITH TRAFFIC SIGNALS OR CROSSWALKS.
3. CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL HAVE REFLECTORIZED SLEEVES FOR NIGHT WORK.
4. POLICE SHALL DIRECT TRAFFIC AS NECESSARY.

TCP DRAWN BY:  
 ISMAEL RODRIGUEZ  
 PACIFIC TRAFFIC CONTROL, INC.  
 323.981.0600 PH.  
 LIC # 944488

**LEGEND:**

-  ADVANCE WARNING SIGN
-  SIGN ON TYPE III BARRICADE
-  SIGN ON TYPE II BARRICADE
-  TRAFFIC CONE 28" (REFLECTIVE)
-  CLOSURE/WORK AREA

 W20-1	 W20-2	 W20-3	 W20-5(RT OR LT)	 C30(CA)	 R3-1	 R3-2	 W1-6(RT)	 M4-10(RT)	 M4-10(LT)	 SC3	 M4-8a	 R11-2	 R11-1
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Ext. Smimming Hole  
Fri. Nov. 13

1471 Indian Springs Dr



Indian Springs Dr

Dominy Rd



# "Invasion" - Big Indie Invasion, Inc.

Locations Department  
24834 Avenue Rockefeller  
Santa Clarita, CA 91355

## Notification of Filming

Oct. 28, 2020

Big Indie Invasion, Inc. is planning to film scenes for the upcoming feature film "Invasion" for 3 days in Lone Pine.

We plan to film at Bonanza Mexican Restaurant on Mon. Nov. 16.

Prep:	Sun. Nov. 15	7:00 am - 7:00 pm	15-20 people/4-5 trucks
Shoot:	Mon. Nov. 16	7:00 am - 9:00 pm	90 people/8-10 trucks
Strike:	Tues. Nov. 17	7:00 am - 7:00 pm	15 people/3-4 trucks

We will post for No Parking in the following areas;

NO PARKING from 7:00 am - 7:00 pm on N/S of Mountain View between Hwy 395 and S. Jackson St. on Sun. Nov. 15

NO PARKING ANYTIME on B/S of Mountain View between Hwy 395 and S. Lone Pine Ave. on Mon. Nov. 16

NO PARKING ANYTIME on E/S of Hwy 395 between Mountain View Dr. and E. Bush St. on Mon. Nov. 16

NO PARKING ANYTIME on W/S of S. Jackson St. between Whitney Portal Rd. and E. Bush St. on Mon. Nov. 16

We plan to film at the Lone Pine Market on Tues. Nov. 17 and Weds. Nov. 18.

Prep:	Mon. Nov. 16	7:00 am - 7:00 pm	15-20 people/4-5 trucks
Shoot:	Tues. Nov. 17 + Weds. Oct. 18	7:00 am - 7:00 pm	90 people/8-10 trucks
Strike:	Tues. Nov. 17	7:00 am - 7:00 pm	15 people/3-4 trucks

We will request a daytime closure of Mountain View Dr. between US-395 and S. Washington St. on Nov. 17 and Nov. 18.

NO PARKING on S/S of Mountain View between Hwy 395 and S. Washington St. from 7:00 am - 7:00 pm on Mon. Nov. 16

NO PARKING ANYTIME on Both Sides of Mountain View between 395 and S. Washington St. on Nov. 17 and Nov. 18

NO PARKING ANYTIME on E/S of Washington between Whitney Portal Rd. and E. Bush St. on Nov. 17 and Nov. 18

NO PARKING ANYTIME on W/S of Hwy 395 between Whitney Portal Rd. and E. Bush St. on Nov. 17 and Nov. 18

All crew cars and our basecamp trucks and trailers and catering will be located nearby at a location TBD.

We will contact those of you directly affected in order to address these and other possible concerns.

We will be available at anytime to discuss these plans in further detail.

Thank you for your consideration of our proposed filming activity.

Michael Chickey  
Location Manager  
415-971-7770 mobile  
michaelchickey@mac.com

Allison Cox  
Key Asst. Location Manager  
714-292-6683 mobile  
allisonrcox@gmail.com

**DRAFT**



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:**

**SUBJECT:** Award the Contract for the Jail Roof Resealing project to Pacific Polymers Inc dba American Foam Experts, the apparent low bidder out of six (6) bids received.

---

**RECOMMENDED ACTION:**

Request Board: A) award the contract for the Inyo County Jail Roof Sealing Project to American Foam Experts of Walnut Creek, CA as the successful bidder; B) approve the construction contract between the County of Inyo and American Foam Experts of Walnut Creek, CA in the amount of \$58,441.56, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

**SUMMARY/JUSTIFICATION:**

Inyo County received 6 responsive bids for the Jail Roof project, with American Foam Experts being the lowest responsive bidder at \$58,441.56. Resealing the jail roof will extend its life and prevent a more expensive roof replacement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The project was put out to bid for two weeks, with 6 bids being received as follows:

1. Harbor Coating and Restoration - \$347,730.00
2. Universal Coatings Inc. - \$132,000
3. American Foam Experts - \$58,441.56
4. Brazos Urethane - \$80,600.00
5. Western Pacific Roofing - \$151,300.00
6. ErC Roofing and Waterproofing - \$59,900.00

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could chose not to award the contract, however this is not recommended as the bids came in below the estimate and the winning bidder will try to complete the work before the winter weather arrives.

**OTHER AGENCY INVOLVEMENT:**



**FINANCING:**

This will be paid from Public Works Deferred maintenance, 011501 object code 5191 Maintenance of Structures.

**ATTACHMENTS:**

1. American Foam Contract
2. Jail Roof Bid Tabulation

**APPROVALS:**

Jacob Trauscht	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Jacob Trauscht	Approved - 11/2/2020
Breanne Nelums	Approved - 11/2/2020
Aaron Holmberg	Approved - 11/3/2020
Marshall Rudolph	Approved - 11/3/2020
Amy Shepherd	Approved - 11/3/2020
Michael Errante	Final Approval - 11/3/2020

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

**PACIFIC POLYMERS INC. dba AMERICAN FOAM EXPERTS, CONTRACTOR**

**for the**

**INYO COUNTY JAIL ROOF SEALING PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 10, 2020, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pacific Polymers Inc. dba American Foam Experts (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **INYO COUNTY JAIL ROOF SEALING PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **INYO COUNTY JAIL ROOF SEALING PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 20 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Fifty eight thousand four hundred forty one and 56/100 dollars (\$58,441.56), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

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

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated May, 2020, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

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

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

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

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



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

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

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

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

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

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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



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

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

If to Contractor: Pacific Polymers, Inc.  
DBA American Foam Experts  
P.O. Box 190  
Herald, CA 95638

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

18. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

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

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

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

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

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

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

**23. CONTRACT SUBJECT TO MASTER LEASE.** It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor's activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.

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

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

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

---o0o---

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

COUNTY

COUNTY OF INYO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

CONTRACTOR

Pacific Polymers, Inc. DBA American Foam Experts

By: [Signature]

Name: Bobby Stepps

Title: President

Dated: 10/30/2020

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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



ATTACHMENT 1

**INYO COUNTY JAIL ROOF SEALING PROJECT**

**FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That PACIFIC POLYMERS INC dba AMERICAN FOAM EXPERTS \_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of Fifty eight thousand four hundred forty one and 56/100 dollars (\$ 58,441.56 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated November 10 , 2020 , entered into an Contract with the County for the Construction of the Inyo County Jail Roof Sealing PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

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

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

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

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

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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



**ATTACHMENT 2**

**INYO COUNTY JAIL ROOF SEALING PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS, that PACIFIC POLYMERS INC dba AMERICAN FOAM EXPERTS as Principal, hereinafter "CONTRACTOR,"  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of Fifty eight thousand four hundred forty one and 56/100 dollars (\$ 58,441.56) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated November 10, 2020, entered into an Contract with the County for the construction of the Inyo County Jail Roof Sealing PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

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

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

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

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

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

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND PACIFIC POLYMERS INC.**

**dba AMERICAN FOAM EXPERTS**

**FOR THE \_\_\_\_\_ INYO COUNTY JAIL ROOF SEALING PROJECT**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



## **Insurance Requirements**

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, \$2,000,000 aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below and in the original bid form.
5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Additional Insured Endorsement**

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

#### **Waiver of Subrogation**



## **Insurance Requirements**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

### **Primary Coverage**

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

### **Notice of Cancellation**

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Property Installation Floater**

Inyo County shall retain the option to require Contractor to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment during construction under the agreement. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies - (If at all possible avoid and require occurrence type CGL policies)**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

## **Insurance Requirements**

4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Special Risks or Circumstances**

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

**COUNTY OF INYO BID TABULATION**

**Project Title & Bid No.** Inyo County Jail Roof Sealing Project

**Bid Opening Date:** October 28<sup>th</sup>, 2020

**Location:** County Admin Center

	<i>BIDDER NAME</i>	<i>Bid Total</i>	<i>Bond</i>
1.	Harbor Coating & Restoration	\$347,730.00	✓
2.	Universal Coatings Inc.	\$ 132,000.00	✓
3.	American Foam Experts	\$ 58,441.56	✓
4.	Brazos Urethane	\$ 80,600.00	✓
5.	Western Pacific Roofing	\$151,300.00	✓
6.	Erc Roofing & Waterproofing	\$59,900.00	✓
7.			
8.			
9.			
10.			

**Opened By:** Darcy Ellis

**Present:** Emma Bills  
Jake Trauscht  
Chris Cox







# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Kelley Williams

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board receive a presentation from Elizabeth LaMar, the Lead Regional Coordinator for the California Fire Safe Council.

**SUMMARY/JUSTIFICATION:**

Elizabeth LaMar is the Lead Regional Coordinator for the California Fire Safe Council.

Historically a Grants Clearinghouse for US Forest Service grants, the CFSC is launching their Capacity Building and Outreach Division.

Through this new endeavor the CFSC has hired 3 Regional Coordinators: Northern CA, Central CA, and Southern CA. The Regional Coordinators assist existing Fire Safe Councils with capacity building, technical assistance, and helping to create partnerships within communities.

In addition the CFSC is creating a program that will place approximately 40 County Coordinators throughout California to work directly within their communities to further the goals of the local and state Fire Safe Councils.

Through Prevention efforts that include Education, Outreach, Planning, & Fuels Reduction projects Fire Safe Councils can lead the charge to creating safer communities. The California Fire Safe Council is building a Holistic Capacity Building Program; seeking funds and developing programs to assist communities with this grassroots effort.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. 2020 CAFSC-Fire Safe Council Handbook

**APPROVALS:**

Kelley Williams	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/28/2020
Kelley Williams	Approved - 10/28/2020
Clint Quilter	Final Approval - 10/28/2020

# Fire Safe Council HANDBOOK



*Our goal is to preserve California's natural and man made resources by mobilizing all Californians to make their homes, neighborhoods, and communities fire safe. The Council works to meet this goal by combining the expertise, resources, and distribution channels of its members.*

**The California Fire Safe Council**  
California's leader in community wildfire risk reduction and resiliency



CREATED BY:  
The California Fire Safe Council  
[CaFireSafeCouncil.org](http://CaFireSafeCouncil.org)  
[Outreach@CaFireSafeCouncil.org](mailto:Outreach@CaFireSafeCouncil.org)  
(916) 648-3600





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### Is a Fire Safe Council right for your community?

*If your goal is to increase the safety of residents, and better protect homes and businesses from fire, then the answer is YES!*

### WHY DOES YOUR COMMUNITY NEED A FIRE SAFE COUNCIL?

Fire is a fact of life in California. When we choose to live among nature, we must learn to live with fire. California's wildland ecosystems are fire dependent; they need fire to survive. Fire thins the vegetation, giving plants room to grow. It cracks seed casings and replenishes the soil, allowing new life to thrive.

Learning to live with fire means protecting our community assets from potential wildfire damage. That's what a Fire Safe Council can do:

- ▶ Mobilize people in the community who stand to lose something of value to fire
- ▶ Create a powerful group initiative
- ▶ Save lives, property and money from wildfire

### SPEAKING WITH ONE VOICE

A Fire Safe Council is a coalition of public and private sector organizations that share a common, vested interest in wildfire prevention and loss mitigation. Councils are dedicated to saving lives and reducing fire losses by making their communities fire safe.

Over 150 local councils in California have partnered with the CFSC and their local, county, & state fire agencies to make their communities safer, better places to live:

- ▶ Developing an emergency preparedness plan for the community before a wildfire occurs. This proactive measure minimizes loss of life, property, homes, businesses, natural and historic areas, and other valuable assets at risk of being destroyed by wildfire.



# Fire Safe Council HANDBOOK

## INTRODUCTION

*CONTINUED*



- ▶ Providing an opportunity for community residents and organizations to voice concerns about public safety issues, and protect social and economic interests in the community.
- ▶ Increasing the chances that homes in the community will continue to be insured.
- ▶ Seeking funding and implementing fuels reduction and education & outreach projects.



**CREATED BY:**  
The California Fire Safe Council  
CaFireSafeCouncil.org  
Outreach@CaFireSafeCouncil.org  
(916) 648-3600







# Fire Safe Council HANDBOOK

## STARTING A COUNCIL



### MEMBERSHIP RECRUITMENT

Your first step is to recruit members. First, identify the potential public and private partners in your community who are at risk of loss from wildfire. Here are some examples of potential members: Your first step is to recruit members. First, identify the potential public and private partners in your community who are at risk of loss from wildfire. Here are some examples of potential members:

- ▶ **Your Local Fire Agencies** can provide advice and expertise on fire safety.
- ▶ **Utilities**, such as the water district or the electric company, have a vested interest in fire safety because their services may be disrupted when a fire occurs. The electric company is especially concerned about trees growing into power lines and starting fires.
- ▶ **Environmental Groups** are especially concerned about habitat loss for endangered species when fires occur, as well as a number of other fire-related issues.
- ▶ **Insurance Industry Representatives** are interested in insuring and continuing to insure communities that have taken fire safety measures.
- ▶ **Landscapers** can provide information on fire safe landscaping and help educate homeowners about choosing more fire-resistant plants.
- ▶ **Real Estate Agents** are the first people homeowners meet when they are moving into the neighborhood. Real estate agents may educate homeowners about potential fire danger and provide information on how homeowners can protect themselves.
- ▶ **The Parks and Recreation Department** seeks to protect natural areas from damaging wildfire and may educate the community about fire's role in the ecosystem.
- ▶ **Local Political Leaders** can mobilize the community to become fire safe and represent community fire safe concerns/initiatives in government.

### **Involve the community!**

Starting a Fire Safe Council is a grass-roots effort and while it is important to create partnerships with business and organizations, reaching out to and involving the members of your community is key to the success of your Fire Safe Council.

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# Fire Safe Council HANDBOOK

## STARTING A COUNCIL

CONTINUED



- ▶ **Homeowner Associations** have a vested interest in protecting their individual homes, as well as their neighborhoods, from wildfires.
- ▶ **Other Local Groups** that have a vested interest in fire safety; this could and should be just about anyone who lives or works in the area.

### SEND AN INVITATION

The next step is to write a letter or send an email to each potential partner explaining the Fire Safe Council's goals and inviting them to a Fire Safe Council meeting.

### PREPARING FOR THE FIRST MEETING

#### Contact Local Fire Officials

As the local fire safety experts, your fire department will have valuable insight about your community's fire environment. The department may be able to provide program ideas that will help you motivate the council to action and create some early successes.

#### Ask Fire Officials About the California Fire Plan

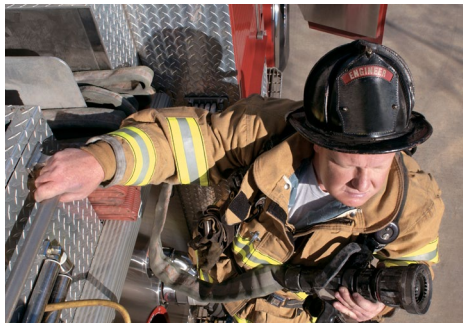
The California Fire Plan is the state's road map for reducing the risk of wildfire. By placing the emphasis on what needs to be done long before a fire starts, the Fire Plan looks to reduce fire fighting costs and property losses, increase firefighter safety, and to contribute to ecosystem health. <https://www.Fire.CA.gov/Media/4934/Fireplan.pdf>

#### Contact Local Fire Safe Groups

Contacting members of other Fire Safe Councils is a good way to learn about successful grassroots fire safe programs. Visit the California Fire Safe Council website for a map of local fire safe councils and local FSC contact information.

#### Select a Meeting Location

Hold the first meeting in a neutral location such as the local community center or library. Try to select a meeting place where everyone will feel comfortable sharing their ideas and concerns.



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# Fire Safe Council HANDBOOK

## STARTING A COUNCIL

CONTINUED



### Create an Agenda

Fire safety can be a complicated issue. At your first Fire Safe Council meeting, keep your agenda simple and uncomplicated. Agenda items should be broad, topical areas that can be used as starting points for productive discussions. The goal of the first meeting is to begin a dialogue and build consensus. Avoid discussing controversial, divisive topics at the first meeting. Allow time for your local fire officials to speak and to respond to questions.

### Appoint a Facilitator

Choose one person to direct the first meeting. A good facilitator has the ability to work with people and achieve consensus. The facilitator should be neutral, and understand the diverse views of members and be able to put them in the context of the larger issue. He or she should not be easily swayed by opinion and should have the ability to evaluate issues and concerns raised by members.

The California Fire Safe Council has Regional Coordinators to guide you through this entire process, including the facilitation of community meetings. Don't hesitate to access this resource.



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# Fire Safe Council HANDBOOK

## INITIAL COMMUNITY MEETING



### Take Meeting Minutes

Meeting minutes are valuable because the group can refer back to the minutes to recall the events of past meetings. This is an excellent way to keep track of new ideas and responsibilities for projects. Whoever takes meeting minutes should be willing to type them up after the meeting. It may also be a good idea to mail or email minutes to Council members to keep them updated.

### Develop a Membership Roster

Circulate an attendance sheet during the meeting and have Council members write down their names, addresses, telephone numbers and, if available, their email addresses. The person taking meeting minutes should type up a Fire Safe Council roster so that members can get in touch with each other between meetings.

### Display a Map of the Community

The map will help the Council identify areas of concern and high fire hazard areas in the community. It will help the Council prioritize potential fire safe projects. Your fire department may be able to help create a map showing specific fire danger areas.

### Share Fire Safety Brochures and Materials

Your local fire department may have information it can share. And visit the Fire Safe Council's web site for brochures on **Home Hardening** and **Defensible Space**. The Fire Safe Council is at [www.CaFireSafeCouncil.org](http://www.CaFireSafeCouncil.org), or call the statewide Council at 916-648-3600 to request materials.

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### **Elect Board of Directors and Executive Board Members**

Your Board of Directors should consist of a President, Vice President, Secretary, Treasurer, and Committee Coordinators.

### **Committee Development**

Committees should be focused on goals set by Board of Directors. Suggested committees include: Projects, Education & Outreach, Communications, & Fundraising.

### **Develop a Mission Statement**

A mission statement is a statement of purpose and the ideal or basic reason for the existence of the organization. It should be broad in scope and define the organization's philosophy. In addition, it should be short and easy to understand. Based on your draft mission statement and present it at the second meeting. Once you or another Council member has proposed a mission statement, the Council should review and finalize it.

Consider reviewing mission statements from other Fire Safe Councils. Here is the mission statement for the statewide Fire Safe Council:

*“The mission of the Fire Safe Council is to preserve California’s natural and man made resources by mobilizing all Californians to make their homes, neighborhoods and communities fire safe.”*

### **Determine Overall Objectives**

After establishing a mission statement, Council members should think about how the Council will fulfill the mission. Objectives state what will have occurred if the mission is successfully achieved. When determining objectives, make sure they relate to the mission and that they are measurable, achievable and results-oriented.

Consider reviewing the objectives from other Fire Safe Councils. Here are the objectives for the statewide Fire Safe Council:

- ▶ Unite Council members to speak with one voice on fire safety



## FIRST ORGANIZATIONAL MEETING

CONTINUED



- ▶ Use marketing expertise and communication channels of Council members to increase distribution of fire prevention education materials
- ▶ Discuss and evaluate legislation pertaining to fire safety
- ▶ Empower grass roots organizations and individuals to create fire safe communities

### Choose Fire Safe Council Name

Choose a name for your Council to give it an identity. Most local Fire Safe Councils have chosen to include a specific city or region in their name. For example **Nevada County Fire Safe Council**, or **FIREsafe MARIN**.

### Discuss Projects Ideas and Determine Feasibility

Persuade Council members to examine their resources and determine how each member can contribute to a project's success. Many new Councils choose to begin with small projects and work their way up to larger undertakings. Small projects will yield faster results and gratification, which will build momentum for the group.

### Assign Responsibility for Projects

Ask for volunteers and be encouraging, as some members may be shy or hesitant because this is a new area of knowledge for them. Some Council members may have a special interest in specific projects or may be able to commit certain resources.

Make sure that all projects undertaken by the Council have been assigned to an individual or group of individuals to ensure that the project gets done.

### Target Future Members

Fire safety involves the whole community and the health of your council depends upon constant efforts to involve more people. Enlist volunteers to focus on membership recruitment. Remember, it may take several months to convince certain partners to participate in your Council. In fact, some partners may not join the Council until a fire threatens. This fire will create a window of opportunity. During this period of heightened awareness and concern, your Council can attract new members and advance fire safe programs.

Filing for an established not-for-profit tax status with the federal government allows local Councils to accept monetary donations without being taxed by the federal government.

Your Council also may consider making a similar arrangement with local organizations such as firefighters associations or local environmental groups who have already established not-for-profit status.



### 10 BASIC STEPS FOR STARTING A CA NON-PROFIT 501C3

#### 1. Determine the Name of Your Corporation

- a. You can check the database of existing names on the business search page on the CA Secretary of State website.  
[SOS.CA.gov/Business-Programs/Business-Entities](https://SOS.CA.gov/Business-Programs/Business-Entities)

#### 2. Appoint the Board of Directors

- a. Most non-profits have anywhere from 3 to 25 directors. For a small FSC we recommend 7 to 12 members.
- b. The Board of Directors provide direction and oversight over the organization's activities, finances, and legal compliance.

#### 3. Draft and file Articles of Incorporation

- a. Organization Name
- b. Purpose or purposes of the non-profit
- c. Agent for service of process
- d. Any limitations on corporate powers

Sample articles can be found on the Secretary of State website:  
[SOS.CA.gov/Business/Corp/PDF/Articles/Arts-PB.pdf](https://SOS.CA.gov/Business/Corp/PDF/Articles/Arts-PB.pdf)

#### 4. Draft By-Laws and Conflict of Interest Policy

For an Annotated Form of Bylaws for a CA Non-Profit visit the Public Counsel website: [publiccounsel.org/publications?id=0060](https://publiccounsel.org/publications?id=0060)  
Sample Conflict of Interest Policy can be found in Appendix A of the Instructions to IRS Form 1023: [irs.gov/pub/irs-pdf/i1023.pdf](https://irs.gov/pub/irs-pdf/i1023.pdf)

#### 5. Take initial board actions

- a. Adopt By-Laws and Conflict of Interest Policy
- b. Elect officers
- c. Adopt fiscal year
- d. Approve establishing a bank account
- e. Approve applying for state and federal tax exempt, 501c3 status



## NON-PROFIT STATUS

CONTINUED



6. Obtain and Employer Identification Number  
[irs-ein-forms-gov.com/c-corp](https://irs-ein-forms-gov.com/c-corp)
7. File the initial registration form (Form CT-1) with the California Attorney General's Registry of Charitable Trusts. This annual registration is required.  
[oag.ca.gov/charities/forms](https://oag.ca.gov/charities/forms)
8. File the Statement of Information Form with the California Secretary of State (Form SI-100)  
[businesssearch.sos.ca.gov/?filing=corp](https://businesssearch.sos.ca.gov/?filing=corp)
9. Apply for federal tax exemption with the IRS and receive determination letter (Form 1023).  
[irs.gov/pub/irs-pdf/i1023.pdf](https://irs.gov/pub/irs-pdf/i1023.pdf)
10. Apply for California tax exemption with the California Franchise Tax Board and receive an Affirmation of Exemption Letter (Form 3500).  
[ftb.ca.gov/forms/misc/3500a.pdf](https://ftb.ca.gov/forms/misc/3500a.pdf)

### FORM A 501C3 OR ENTER INTO AN AGREEMENT FOR FISCAL SPONSORSHIP?

**Fiscal sponsorship** is an *agreement between an established 501(c)(3) charity and a relatively new, unincorporated organization that lacks its own tax exempt status but is interested in **soliciting donations and grants***. Under this arrangement, a tax-deductible contribution and/or grant award can be given using the sponsoring agent's exempt status. The fiscal agent for an organization then agrees to accept and be responsible for monies on your behalf. Under the law, the sponsoring agent and the new start-up nonprofit are considered one legal entity, and likewise both can be held responsible for each others' actions. The National Council on Nonprofits recommends that you look for an organization with a mission that is similar to yours. *For more information, please refer to the **Questions to Ask a Potential Fiscal Sponsor** pages within the **RESOURCES** section of this handbook.*

A fiscal sponsor is a nonprofit organization that provides fiduciary oversight, financial management, and other administrative services to help build the capacity of charitable projects.

## NON-PROFIT STATUS

CONTINUED

### WHAT IS THE PURPOSE, OR MISSION, OF THE NONPROFIT?

Begin by really clarifying what the purpose of the nonprofit is – what its mission is. The mission is all about meeting a need in the community – it is the most important reference point for Board members when doing their jobs. For now, when starting your nonprofit, write an initial, basic mission statement.

At this point, the mission statement needs to be generally descriptive. Note that later on, during strategic planning, the mission statement should be refined so that all key stakeholders have input to, and complete understanding of, the mission.

The following guidelines may be helpful to your team when writing the first, basic mission statement.

1. **The mission statement describes the overall purpose of the organization.** *It addresses the question “Why does the organization exist?” If it is primarily to meet a public need in your community, then starting a nonprofit is indeed a good idea.*
2. **The statement can be in a wide variety of formats and lengths.** *It can range from a few sentences to a few pages. At this stage in the development of the nonprofit, it might be best to keep your mission statement to at most about a quarter page.*
3. **Write a brief mission statement.** *Consider at least these specific aspects of the mission:*
  - a. The primary benefits and services to clients—the difference in the community that the nonprofit aims to make
  - b. The groups of clients who will benefit from those services
  - c. The values that will guide how the nonprofit will operate
  - d. How you would like others to view the nonprofit?

It is often useful to refine the first, basic mission statement. Add or delete a sentence or a word from the mission statement until your team feels that the wording accurately describes the purpose of the new nonprofit organization. If you have any people in mind to serve as your initial group of Board members, then have them review the wording of the mission statement.







Sustaining momentum vital to maintain enthusiasm and interest in the Council among members. Here are a few ideas to get you started:

### **Recruit New Members**

New members will bring new ideas to the Council. Review the original invitation list you sent to the community. Identify invitees who do not attend Council meetings and persuade them to come to the next meeting. Is there anyone missing from the list?

### **Ask Each Member to Bring An Idea For a Fire Safe Project**

Different members have different areas of expertise. Tap the diversity of Council members by encouraging members to think of creative projects that interest them and their organizations. Members will devote more time and energy to a project when they can see a direct benefit.

### **Continue to Communicate With Existing Fire Safe Councils**

More established Councils have already experienced many of the growing pains your Council may experience and can provide insight on what works and what doesn't. Invite members of another Council to attend your Council meeting and speak.

### **Participate in Community Events**

Gain visibility by setting up a booth at a community fair and handing out fire safe information. Or, educate the community about fire safe landscaping by creating a small fire safe garden for fair-goers to enjoy.







### IN-KIND SUPPORT IS VALUABLE

Spreading the fire safety message to the community does not have to be costly. Throughout this handbook we have provided many examples of partnerships that can help get your Council off the ground without a lot of money.

Your Fire Safe Council should always be looking for ways to stretch existing resources and maximize partnership opportunities. Partnerships give your Council the chance to provide organizations and businesses with programs and activities that extend their mission. Cooperative programs also can secure their long-term commitment to fire safety.

Partnerships can be as simple as persuading a local business to display a fire safety poster. And small-scale partnerships with local government or a neighborhood merchant can be just as effective as partnerships with large companies.

### INITIATING SUCCESSFUL PARTNERSHIPS

Asking companies, local businesses, community groups or government offices to form partnerships involves going through the proper channels. Although each organization has different protocols, here are some tips to initiate a fire safety partnership:

- ▶ **Choose a specific topic or project.** Don't ask to form a partnership based on the broad topic of fire safety. Target a specific area such as encouraging homeowners to clear brush; teaching children about stop, drop and roll; or hosting a spring clean-up program.
- ▶ **Develop an angle.** Think about partnering with groups that will benefit from the partnership.
- ▶ **Outline the benefits in a proposal.** Write down every reason the target organization will benefit from this partnership. Present your case as an opportunity that cannot be missed.
- ▶ **Contact the organization.** Partnerships do not have to be made with strangers. Consider approaching friends or acquaintances with your ideas.
- ▶ **Be flexible. Be patient.** Like any relationship, building a partnership takes time and compromise.



### ENGAGE THE MEDIA

Once a fire safe project is underway, share your good news! Call the local daily or weekly newspaper, and radio and television stations. Tell the editors about the Council’s fire safe project and how it will benefit the community. Or, write a news release about the project, send it to local media and follow up with a phone call to determine if they will cover it.

Media coverage can educate the community, gain recognition for the Council and build excitement. In addition, publicity gives the Council credibility when you are appealing to public and private partners for support.

### WHAT IS NEWS?

There are basically two types of news: “hard” and “soft.” A hard-news story is centered around an actual event such as a community chipper day. Hard-news stories also can be “late-breaking” stories that imply urgency, such as a wildfire outbreak that threatens 100 new homes in your area.

Soft or feature news stories are more conversational and “evergreen” in nature. They often include factual observations rather than explicit facts and data (which are the basis of most hard-news stories). For example, a story about tips for making your home and property fire safe that contains comments from the Council chairperson can appear any time and still have an impact on homeowners and wildland residents in your area.

It is important to know the difference between a “hard” and “soft” news angle. The form of your communication (hard or soft) will determine which editor/news director at your local newspaper/ station will receive your written materials.





# Fire Safe Council HANDBOOK

## PUBLICIZING YOUR COUNCIL

CONTINUED

### WHO ARE THE MEDIA AND HOW DO THEY DIFFER?

To successfully communicate with your audiences, it is Imperative to understand the full range of media outlets available to you. Through your local public relations efforts, you will probably deal with radio, television, newspapers and newsletters.

Each media outlet tells its story differently. You will need to tailor your messages to fit the specific format of the media outlet in a way that preserves the integrity of the message you are trying to get out.

### Using Newspapers/Printed Materials for Outreach

The weekly and daily newspapers in your community are more likely to highlight stories with local angles. Newspapers have more space available than other media, providing you with more opportunities to elaborate on your subject.

The city or metro desk editor should receive all hard-news press releases about late-breaking news. Some small community newspapers request that hard-news and late-breaking news stories be directed to the editor or managing editor who will assign the story to a reporter.

Late-breaking news stories have short lead times, ranging from 24 hours before a specific event to a few minutes in the case of urgent information about uncontrolled fires. Hard-news stories also have short time frames, the length of which is determined by the timing of the story.

Soft or feature stories are generally written by editors of any of the following sections: Features, View and Lifestyle. Small weekly newspapers normally have one editor assigned to writing feature stories. As a general rule, soft stories do not have pressing deadlines.

### Using Television for Outreach

Television news and talk show programs reach a broad range of viewers in your area. But most television hard-news, late-breaking news and features stories are limited to one- to two-minute segments, which don't allow you much time to provide extensive information about your subject. That means all messages conveyed must be short and concise!



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## PUBLICIZING YOUR COUNCIL

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They say a picture is worth a thousand words. It's this ability—to bring things to life—that makes television such a powerful and persuasive medium. Stories that can be told with several visual elements are more likely to be used since this is television's unique attribute. Keep this in mind as you approach the assignment editor or news director at your local television stations.

In addition to being a powerful persuasion device, television news is a business. Remember that the stations in your area compete for breaking news stories and viewers, which makes your ability to adhere to deadlines and lead times particularly important. If your Council chairperson plans to make an important statement at an event in your community, notify the assignment editor or news director approximately two to three days in advance. Direct all late-breaking news to the assignment desk.

In addition to news programs, television talk shows and public affairs programs are excellent vehicles that your spokesperson(s) can use to communicate your messages to residents in your area. Most interviews or feature segments average about 15 to 30 minutes. Lead times for these programs are critical, since most talk shows book guests six to eight weeks in advance.

### Using Radio for Outreach

Radio has been referred to as the most “personal” medium because it reaches listeners in their homes, cars and at work.

Most radio news stories are limited to 30 to 60 seconds since the average newscast lasts only a few minutes. Direct all publicity materials to the news director or assignment editor. Some smaller stations require that news releases and news alerts be forwarded to the program director or station manager. Check with each station to determine what it prefers.

Public affairs and news talk shows provide the only opportunities for your spokesperson to develop your key points in depth. Call-in format programs also provide you with one of the only opportunities to have your spokesperson(s) interact with your target audience listeners. Four weeks is the average lead time for booking guests on these programs.





# Fire Safe Council HANDBOOK

## PUBLICIZING YOUR COUNCIL

CONTINUED



At many large radio stations, one producer or contact person books the interviews for each program. The public affairs director normally schedules the interviews at small radio stations.

### Newsletters/Mailers/E-News

Design educational mailers, newsletters, postcards to announce upcoming events and keep community members informed of the Council's activities.

Remember to take advantage of opportunities to include articles in community newsletters such as those published by your local Homeowner Associations, PTA, and Chamber of Commerce. These are excellent media vehicles for reaching stakeholders in your area. Depending on the nature of the publication, newsletter articles can be technical or conversational.

The lead time and deadline of each specific newsletter depends on the frequency of the publication. Most newsletters are published monthly or quarterly. Direct your releases and correspondences to the editor or the communications department of the organization.

### LOCATING THE MEDIA

Media contacts change often. So be sure to call each newspaper or station each time you contact them to verify their mailing address and to find out who to send your materials to. Sending information to the wrong person or to a person who is no longer there can land your hard work in the trash can. Here are some key questions to ask when you do call the media:

#### Questions for Print Media:

- ▶ Who is the city desk editor, the features editor and the metro editor?
- ▶ If it is a weekly newspaper, magazine or Sunday magazine, what is the lead time for the publication and when is the issue published?

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## PUBLICIZING YOUR COUNCIL

CONTINUED



### Questions for Television Media:

- ▶ Who are the news director and assignment editor?
- ▶ Ask the programming department at television stations the following questions: Does the station air any talk or public affairs programs? What is the general subject matter? When does the program air? Is the program live or taped? Who is the contact person?

### Questions for Radio Media:

- ▶ Who are the news director and the assignment editor?
- ▶ Who is the public affairs director? What is the lead time for public service announcements? What format is best—audio cassette or scripts?
- ▶ Ask the programming department whether the station airs any public affairs or talk shows. Find out the format of the program. Does the program have a call-in format? Does the station permit telephone interviews versus in-studio interviews? Is the program live or taped? What is the lead time for booking guests? Who is the contact person?

### CALENDAR LISTINGS

Newspapers and radio stations often feature calendar of event listings. Send information about upcoming community events that you would like the public to attend to the calendar editor at least two to six weeks prior to the event to maximize the chances of its inclusion in the news.

### NEWS RELEASES

News releases are the most common form of communication with the media. News releases are brief, factual, informative materials that are meant to assist an editor or reporter with writing a story.

The lead, which is the first paragraph of the release, is the most critical element. In most cases, the lead is a synopsis of the news and should contain the five W's and one H—who, what, where, when, why and how. The succeeding paragraphs should be written in declining importance and should enhance the lead. Feature stories can be more creative. The overall style of a news release should be like



## PUBLICIZING YOUR COUNCIL

CONTINUED



that of a newspaper—factual and concise. Be sure to verify data and spelling of words in the release.

Following is a list of things to consider when writing a news release:

- ▶ Identify the news release with a headline—make it thought-provoking and concise
- ▶ Double space
- ▶ Include the following at the top of the release: contact name, title, affiliation, telephone number and date of release
- ▶ Write in news style—keep sentences simple and forget flowery writing
- ▶ End each page with “more” and close the release with “# # #”
- ▶ Limit the release to two pages if possible
- ▶ Remember to include the five W’s and one H in the lead
- ▶ Don’t break paragraphs between lines or pages
- ▶ Don’t break proper names between lines or pages

## SOCIAL MEDIA

### Website

**Home Page**—Include: Fire Safe Council Name, Logo, Mission Statement, Goals, Newsletter Sign up, & Link to Fire Safe Council Brochure.

**Post**—your meeting minutes, upcoming events and programs, news stories, fire safe/defensible space/home hardening brochures for download.

**Links**—to sites with relevant fire safe information.

- ▶ [www.CaFireSafeCouncil.org](http://www.CaFireSafeCouncil.org)
- ▶ [www.Fire.CA.gov](http://www.Fire.CA.gov)
- ▶ [www.NFPA.org](http://www.NFPA.org)



# Fire Safe Council HANDBOOK

## PUBLICIZING YOUR COUNCIL

CONTINUED



### Facebook & Twitter

Facebook and Twitter are great for keeping information fresh. Featuring upcoming events, news stories, pictures of projects in process, etc., on these social media platforms keeps community members informed in real time.

### YouTube

Consider developing a YouTube Channel featuring short videos on topics such as: defensible space clearance and home hardening strategies; workshops and trainings featuring fire safe landscaping & evacuation procedures; workshops & trainings; projects in process and current news stories that feature your Fire Safe Council.

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When it comes to wildfire, no single person alone can protect a community. Residents throughout California are joining forces to create local Fire Safe Councils to effectively reduce and prevent wildfire losses.

Fire Safe Councils are grassroots, community-led organizations that mobilize residents to protect their homes, communities, and environments from catastrophic wildfire. A local Fire Safe Council is often sparked by a catalyst—perhaps a recent fire or a group of neighbors eager to spread a fire-safe message—then embraced by the community, which turns that initial interest into a committed group that finds ways to empower the residents to do their part to make the community safer.

Fire Safe Councils throughout California educate homeowners about community wildfire preparedness activities while working with local fire officials to design and implement projects that increase the wildfire survivability of their communities. Many Fire Safe Councils have successfully implemented such projects as hazardous-fuel-reduction projects, Community Wildfire Protection Planning, and homeowner training.

By mobilizing the community members who stand to lose the most, Fire Safe Councils create a powerful group initiative that can:

- ▶ Minimize risks to life, homes, and natural and human-made resources.
- ▶ Increase the insurability of property by increasing community safety.
- ▶ Forge strong partnerships with first responders.
- ▶ Acquire resources that can assist in fire prevention efforts.



## RESOURCES

*The California Fire Safe Council is ready to assist you with establishing your community Fire Safe Council. Regional Coordinators are focused on assisting you through each step of the process.*

Contact the California Fire Safe Council:  
[www.CaFireSafeCouncil.org](http://www.CaFireSafeCouncil.org)  
[ELamar@CaFireSafeCouncil.org](mailto:ELamar@CaFireSafeCouncil.org)  
916-648-3600  
5834 Price Avenue McClellan, CA 95652

### LINKS TO MORE INFORMATION

- ▶ For a list of FAQ, including a glossary to terms most commonly used in regards to starting your own Fire Safe Council, please visit:

[cafiresafecouncil.org/grants-and-funding/grants-clearinghouse/frequently-asked-questions/](http://cafiresafecouncil.org/grants-and-funding/grants-clearinghouse/frequently-asked-questions/)

- ▶ For a comprehensive publication of best practices for nonprofits that operate or fundraise in California, please visit:

[oag.ca.gov/sites/all/files/agweb/pdfs/charities/publications/guide\\_for\\_charities.pdf?](http://oag.ca.gov/sites/all/files/agweb/pdfs/charities/publications/guide_for_charities.pdf?)

- ▶ For comprehensive information regarding IRS Form 1023, including instructions and checklist, please visit:

[irs.gov/forms-pubs/about-form-1023](http://irs.gov/forms-pubs/about-form-1023)





## RESOURCES

CONTINUED

### QUESTIONS TO ASK A POTENTIAL FISCAL SPONSOR

Before contacting a potential sponsor, go to [Guidestar.org](http://Guidestar.org) and download the organization's form 990s to review their financial information.

Specifically, you want to look at their balance sheet and make sure that their Unrestricted Net Assets represent at least 3 months of their expenses, which is a measure of financial health. Also, make sure that their Cash represents about 3 months of their expenses so that you know your funds will be available as needed and won't cover shortages of the sponsor. You'll also want to make sure that the sponsor's budget is large enough (about twice your anticipated budget is a good starting guideline but it could be lower) so that there won't be any tipping point issues. Tipping means that your combined sources of revenue would be so concentrated in only a few foundations that you would fail the public support test from the form 990 and be tipped into private foundation status. You must show at least 33.3% support from sources outside your largest funders.

#### 1. Do you currently sponsor other groups?

If **yes**, can you talk to one about their experience?

If **no**, have you sponsored groups in the past?

Here you are looking for an organization that has a good track record of administering a fiscal sponsorship program.

#### 2. Are there any restrictions on your ability to seek donations from foundations, government, or individuals? Do they need to review proposals before they are submitted?

Most sponsors will at least want to know whom you are soliciting funds from so there are no conflicts such as you and the sponsor applying to the same funder.

### QUESTIONS TO ASK A POTENTIAL FISCAL SPONSOR, (cont.)

- 3. How are you notified when funds are received (if they go directly to the sponsor) and what is the system for keeping your funds segregated from the sponsor's funds? Will they use a separate bank account and if so does your project keep the interest if there is any?**

Most sponsors do not keep a separate bank account for fiscally sponsored projects because it can be cumbersome to administer. If they do, however, you should be clear about where interest from the account goes. It's not unreasonable for the sponsor to keep the interest generated so it's really a bonus if your project does keep it. Most sponsors will use a Class or Department coding system in their accounting software to keep track of your funds. You do want to make sure that they have a system that can track your remaining funds at the end of the year and carry that balance forward for you.

- 4. Are they able to track your funds by funding source?**

Not all sponsors are set up to do fund accounting. This may not be a problem if you receive mostly foundation funding but if you receive any government support you will need it tracked by funding source.

- 5. Do they have a system for invoicing for government grants/ contracts and what documentation will you need to provide?**

If you receive government support, you should look for a sponsor who does as well. Government contracts and grants can be difficult to administer so you want someone who has a good track record already.

- 6. How do they handle the grant reporting process and what parts are you responsible for? How much advance notice do they need to get you financial reports for funders?**

Most sponsors will expect you to write the narrative reports to funders and some might expect you to do the financial reporting as well based on the reports that they submit to you on a regular basis. It's a good idea to clarify on the front end what pieces, especially for the financial reports, the sponsor can provide.



### QUESTIONS TO ASK A POTENTIAL FISCAL SPONSOR, (cont.)

7. **Do you have to fit your expenses and budget into their existing categories (also known as the Chart of Accounts) or can they modify their Chart of Accounts to accommodate how you want to track your income and expenses?**

Most sponsors will want you to use their Chart of Accounts whenever possible but you should be able to negotiate to have accounts added if they are important for your budgeting and tracking purposes. At the very least, you should be clear about how the items you track in your budget line up with their accounts so you know where expenses in your budget will end up on your reports.

8. **What is the process for submitting bills and expenses to be paid? And how long does it take once you submit a bill for the check to go out?**

Most sponsors have a set schedule of when they pay bills, which could be as little as once a month. You want to find out if there's a process to handle emergency payments between cycles if necessary.

9. **If they will handle payroll for you, how often do they run payroll and when do you need to submit changes to have them included in a payroll run? Are there any other employee benefits that they will be administering for you?**

10. **Do they have a system for entering your budget into their accounting software? Can it be entered by funder? Is there a process for updating the budget during the year?**

Not all sponsors are set up to track your budget. If they aren't, you will have to take the information you receive and cut and paste it to be able to compare to your budget. Also, it's not unreasonable for a sponsor to only allow you to submit your budget once, but it's good to negotiate to be able to update your budget with the sponsor at least at mid-year.



## RESOURCES

CONTINUED

### QUESTIONS TO ASK A POTENTIAL FISCAL SPONSOR, (cont.)

**11. What reports will you receive from the sponsor and how frequently and timely are the reports?**

Ideally, you should receive reports by the end of the month for the previous month, so February's reports would be received at the end of March. You should receive an Income and Expense report that compares actual income and expenses for the year-to-date with your budget. If they are tracking by funder then you should receive actuals vs budgets for each funder as well as a total of all income and expenses compared to budget. Most importantly, you should also receive a report that shows the remaining funds by funder and a total that includes any unspent funds from previous years. This is critical information because, if you decide to become independent in the future, your remaining funds are what the sponsor would need to pay out to you at that time.

**12. What is their fee and when is it assessed?**

Most sponsors will charge between 9-12% of any income for your project, depending on how many services they are providing like payroll, tracking by funder, etc. Usually, the fee is assessed as each grant or check is deposited but some sponsors may assess it monthly or quarterly.

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## RESOURCES

CONTINUED

### SAMPLE CORE LEADERS MEETING AGENDA



#### **Establishing a Fire Safe Council Agenda**

(This is a “core leaders” meeting and not a community meeting.)

- I. **Welcome**
- II. **Introductions**
- III. **Why a Fire Safe Council?**
  - a. Why is it important?
  - b. How will this benefit your community?
- IV. **Community Fire Hazards**
  - a. Brainstorm possible fire prevention projects to address community fire hazards. Start with projects that are easy to implement that will bring you high exposure and create interest in your organization.
    1. Education and Outreach are good places to start
    2. Chipping program. Partner with a local fire agency to hold a community chipping day.
    3. Host a community clean up event. Focus on defensible space and home hardening and provide dumpsters in prime locations for green waste collection.
- V. **Process**
  - a. Identifying leaders
  - b. Initiating partnerships
  - c. First Community Meeting
- VI. **Non-profit vs Fiscal Sponsor (or N/A)**
- VII. **Q & A**

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Outreach@CaFireSafeCouncil.org

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## RESOURCES

CONTINUED

### SAMPLE COMMUNITY MEETING AGENDA



### Fire Safe Council Community Meeting Agenda (Date)

- I. Sign In (Collect name, phone number, and email for each attendee)
- II. Welcome
- III. Introductions
- IV. California's Fire Problem / The California Fire Plan
  - a. Map of (NAME OF COMMUNITY / COUNTY) fire danger
- V. The Fire Safe Council Concept
- VI. Goals and Objectives
- VII. High Fire Hazard Areas
- VIII. Fire Safe Projects
- IX. Appointment of Executive Officers
- X. Open Forum
- XI. Next Meeting





## RESOURCES

CONTINUED

### SAMPLE ORGANIZATIONAL MEETING AGENDA



#### Fire Safe Council Organizational Meeting Agenda (Date)

- I. Welcome
- II. Introductions
- III. Appointment of Executive Officers & Board Members
- IV. Choose Fire Safe Council Name
- V. Establish Committees
- VI. Review
  - a. Mission Statement
  - b. Goals and Objectives
  - c. Sample By-Laws
  - d. 501c3 Process
- VII. Next Steps



## RESOURCES

CONTINUED

### SAMPLE MEETING MINUTES



#### Fire Safe Council Minutes

Date:

Place:

Time:

#### 1. CALL TO ORDER

The meeting was called to order at

#### 2. ATTENDANCE

#### 3. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

#### 4. COMMITTEE REPORTS

- Fundraiser
- Education, Outreach and Trainings
- Fuels Projects

#### 5. NEW BUSINESS

#### 6. ROUNDTABLE DISCUSSION

#### 7. NEXT STEPS

Adjourned at

Signed



## RESOURCES

CONTINUED

### SAMPLE PRESS RELEASE



#### Sample Press Release

The following news release will serve as a guide to help you announce new programs, meetings and updates on your community's fire problem. News releases should be concise, specific and convey a clear message. Once the release is written, it can be sent to local print, television and radio via fax, mail or e-mail. Be sure to include your name as the contact. The contact should also place follow-up calls to gauge the media's interest and commitment to writing or broadcasting the story.

#### FOR IMMEDIATE RELEASE

Contact: Your Name  
Phone Number

#### **FIRE SAFE COUNCIL TO HOST SPRING CLEAN UP DAY**

#### **Fire Department Says Brush Clearance Will Increase A Home's Ability to Survive Wildfire**

(City, Month, Day, Year)—The first paragraph should announce the fire safe project and its goal. Keep this paragraph as short as possible; two sentences or fewer is the general rule.

The second paragraph should go into more detail about the project including the date and time for the event. It may be helpful to determine the most interesting aspect of the project and include it here. For example, is this a public-private partnership? Has a prominent area business contributed to this project?

A quote should be inserted here. The quote should come from someone who is working closely on the program, the chairperson of the Council or a member of the fire department (if applicable). The quote should not repeat the information already mentioned in the release, but enhance it. The spokesperson(s) can talk about why your organization felt there was a need for this project and why it is important.

The fourth paragraph should detail three primary benefits or goals of the project as it specifically relates to your community. You may want to think about tying the project into the fire history/problem of the community and how the project will help alleviate the problem. In this paragraph, briefly mention future plans (if any) for the Council.

—more—

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## RESOURCES

CONTINUED

### SAMPLE PRESS RELEASE, (cont.)

#### Fire Safe Council To Host Spring Clean Up Day

The final paragraph should act as either a boilerplate or should include the least important information. For example: (NAME OF COUNCIL) is a coalition of public and private sector organizations that share a common, vested interest in wildfire prevention and loss mitigation. The Council's goal is to preserve (NAME OF COMMUNITY/COUNTY)'s natural and manmade resources by mobilizing the public to make their homes, neighborhoods and communities fire safe. For more information on how to get involved, call (PHONE NUMBER).

###





# RESOURCES

CONTINUED

## SAMPLE CALENDAR LISTING



### Sample Calendar Listing

#### ATTENTION CALENDAR EDITOR

Contact: Your Name  
Phone Number

#### **FIRE SAFE COUNCIL TO HOST SPRING CLEAN UP DAY**

**WHO:** (NAME OF FIRE SAFE COUNCIL)

**WHAT:** (PROJECT; FOR EXAMPLE, COMMUNITY CLEAN UP PROJECT)

**WHEN:** (DATE AND TIME)

**WHERE:** (LOCATION ADDRESS)

**CONTACT:** For further information, call (YOUR NAME AND PHONE NUMBER)

###

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# RESOURCES

CONTINUED

## SAMPLE PARTNER INVITATION LETTER



### Sample Partner Invitation Letter

Date

Name (NAME OF ORGANIZATION)  
Address (STREET, CITY, STATE, ZIP)

Dear (NAME),

We are all concerned about the potentially devastating effects of wildfire on our families, our homes, businesses and neighborhoods. As we enjoy living and working in the scenic surroundings of [NAME OF COMMUNITY], we must realize that our beautiful community could be destroyed in a wildfire. To help protect ourselves from this threat and minimize our potential losses, I invite you to attend a formation meeting of the [YOUR CITY/COUNTY] Fire Safe Council.

The purpose of the meeting is to bring together public and private organizations to discuss fire safety in our community. This community-based fire safety concept was born out of the statewide Fire Safe Council whose goal is to preserve California’s natural and manmade resources by mobilizing all Californians to make their homes, neighborhoods and communities fire safe. There are approximately 150 local councils throughout the state.

Our Fire Safe Council can be used as a forum to share information, solve problems and link related programs in ways that can save money and time. The public safety issues we discuss may even extend beyond fire safety, to earthquake preparedness, emergency medical response, etc.

The success of the council depends upon the willingness and participation of PEOPLE/ ORGANIZATIONS like YOU/YOURS. Your participation is essential to protecting what you value most. Your views will be shared with local decision-makers, as well as private companies.

The Fire Safe Council meeting is scheduled for [DATE and TIME] at [LOCATION] in [CITY]. Attached is a brochure on the Council for your review, as a well as an overview of some of the statewide Council’s accomplishments. In addition, if you’d like to explore the Council concept further, please visit the Fire Safe Council’s web site at [www.firesafecouncil.org](http://www.firesafecouncil.org).

I hope you can join us in this valuable community service. I will contact you in a few days to determine your attendance. In the meantime, if you have any questions, please don’t hesitate to call me at [YOUR PHONE NUMBER]. I look forward to seeing you at the meeting.

Best Regards,

(SIGNATURE)

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 The California Fire Safe Council  
[CaFireSafeCouncil.org](http://CaFireSafeCouncil.org)  
[Outreach@CaFireSafeCouncil.org](mailto:Outreach@CaFireSafeCouncil.org)  
 (916) 648-3600




### SAMPLE MEETING FLIER



Join Fire Safe Sonoma, the California Fire Safe Council, and local Fire Safe Councils for a collaborative workshop:



## How to Create a Local Fire Safe Council!

When: June 1, 2019, 1PM-5PM

Where: Healdsburg Community Center,  
1557 Healdsburg Ave, Healdsburg

Objective: Learn how to launch a successful Fire Safe Council

Sonoma County residents are highly motivated to mobilize our communities for wildfire safety, yet no single person or fire agency alone can protect a community.

Fire Safe Councils are grassroots, community-led organizations that mobilize residents to protect homes, communities and environments from wildfire. A local Fire Safe Council works with neighbors to find ways to empower residents to make the community safer.

Fire Safe Sonoma is the County-wide Fire Safe Council. Our Mission:

*To promote wildfire fire safety through education, information exchange, resource sharing and community cooperation.*

Helping form new local fire safe councils and providing a platform for existing fire safe councils to exchange ideas, share resources, and collaborate to better achieve their missions is one of our most important goals.

In conjunction with existing Sonoma County Fire Safe Councils (FSCs), we will cover:

- Do we have to be a Fire Safe Council? *Hint, no! An existing group can act as a FSC.*
- Do we have to have non-profit status?
- How do we get grants?
- How big an area should a FSC Cover?
- What is the difference between a FSC and a FireWise Community?
- What resources exist to help us get going?
- Who do we need to involve in our FSC?
- What is a Community Wildfire Protection Plan (CWPP), and how do we get one?

Format for the meeting will be a combination of presentations, and collaborative round table discussion that will allow existing councils to share their successes and challenges.

To Register: [info@firesafesonoma.org](mailto:info@firesafesonoma.org) or by phone at (707) 206-5467  
*Please register so we have sufficient materials for all!*





# County of Inyo



## Planning Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Cathreen Richards

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board review a draft letter prepared by staff regarding the additional alternatives presented in the Meadow Farms ADA Project recirculated environmental documents, provide comments, and authorize the Chairperson to sign.

**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 project proposal includes upgrading non-standard curb ramps, driveways, pedestrian push buttons, restriping pavement markings, relocating traffic signals and masts, and constructing new pedestrian and bicycle facilities on both sides of the highway.

Planning staff brought the project to the Board's attention on May 5 of this year and prepared a comment letter (Attached: May 5, 2020 comment letter). Based on comments received by Cal Trans, a recirculated environmental document was prepared (Attached). It includes two new build alternatives. The project now includes four build alternatives and a no build alternative. All the build alternatives include re-striping for a 12-foot center turn lane, and two 11-foot travel lanes on each side of the Highway. The differences by build 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.

**Alternative 3 (new):** This alternative includes widening the existing facility by approximately 7.6 feet on both sides of the highway and creating four vehicle travel lanes in the same manner as Alternatives 1 and 4. It would combine the bicycle lanes on both sides of US 395 with the sidewalks, creating approximately 10-foot-wide



multiuse sidewalk paths for both pedestrians and cyclists. Alternative 3 would allow on-street parallel parking in the same manner as Alternative 1. Alternative 3, unlike Alternative 1, would locate multiuse paths on the building side of the on-street parallel parking spaces and not next to the vehicle travel lanes.

Alternative 4 (new): Alternative 4 proposes to widen the existing facility by approximately 7.6 feet on both sides of the highway and would create four vehicle travel lanes in the same manner as Alternatives 1 and 3. Alternative 4 differs from Alternatives 1 and 3 in the placement of bicycle lanes and on-street parking spaces on the northbound and southbound sides of US 395. Alternative 4 would not allow on-street parking on the northbound side of US 395. The north side of the highway would have a 3-foot painted buffer lane and a 5-foot bicycle lane between the vehicle lanes and the sidewalk and would create a 10-foot wide sidewalk for pedestrians. On the southbound side, on-street parking would be allowed, and the bicycle lane would be combined with the sidewalk to create a 10-foot-wide multiuse sidewalk path shared by cyclists and pedestrians. The southbound side of US 395 would be the same under Alternatives 3 and 4.

The primary differences in the Alternatives, relate to parking mitigation and the placement of bike lanes. Alternative 1 and 3 widen 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 3 also includes a 10-foot multi-use path on each side of the highway separated from the vehicle travel lanes. Alternative 4 proposes to include on-street parking on the south-side of the Highway, but not on the north. There is no overall loss to parking opportunities, but this does cause consolation of parking in certain areas on the north side. Cal Trans is also considering a bulb-out parking area on the north side in one spot (in front of the antique store) for Alternative 2 and Alternative 4 to make parking more convenient for the businesses losing on-street parking. Alternative 4 proposes a 10-foot sidewalk and a 5-foot bike lane, with a 3-foot buffer lane between the bike and traffic lanes, on the north side. The south side is proposed to have a 10-foot multi-use path on the building side of the on-street parking. Alternative 2 is still proposed to stay within the existing right-of-way, resulting in a loss of all on-street parking and the proposal of two possible sites for public parking lots. This would cause a loss of commercially zoned property and possibly economic development potential.

In the May 5, 2020 letter the Board supported Alternative 1 because of its inclusion of on-street parking, resulting in no need to use commercial properties for parking lots. Other comments included:

- 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.

The Board might consider changing the support for Alternative 1 to Alternative 3. Alternative 3 has the same criteria for parking as Alternative 1. In addition to this, it moves the multi-use path/bike lane to the building side of the on-street parking on both sides of the highway creating more space between bicyclist and highway traffic, which is a safer and more comfortable environment for bicyclists. Staff has also received calls from a concerned property owner with regard to required setbacks. A new comment has also been added in the draft letter to address this. It states:

As the project has been further reviewed, questions have arisen with regard to setback requirements. We recommend that Cal Trans review the project for any potential impacts to the County's required setbacks based on the build alternatives and provide mitigation to address them.

Cal Trans did conduct public meetings, so this comment can be eliminated from the original set. Other than the

two news items as outlined above, and the removal of the public outreach comment, staff recommends that the rest of the comments stay the same.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board may consider the following alternatives.

1. Do NOT approve the Chairperson to sign the letter prepared by staff.
2. Direct staff to make specific changes to the letter.
3. Return to staff with direction.

**OTHER AGENCY INVOLVEMENT:**

The City of Bishop; the Bishop Paiute Tribe; Local Transportation Commission; and the Inyo County Road Department.

**FINANCING:**

Costs to monitor and respond to work being conducted by other agencies are paid out the Planning department budget.

**ATTACHMENTS:**

1. Draft Comment Letter 11.10.2020
2. 5.12.2020 Comment Letter
3. Recirculation ISEA Meadow Farms

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 10/30/2020  
Approved - 11/2/2020  
Final Approval - 11/2/2020



## BOARD OF SUPERVISORS COUNTY OF INYO

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CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

November 10, 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 – Recirculated Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment.

Ms. Calloway:

The Inyo County Board of Supervisors would first like to reiterate our gratitude for the opportunity to comment on the Meadow Farms ADA Project environmental documents. We would also like to thank Cal Trans for conducting public meetings as these opportunities for the public to be involved are very important.

We would also like to once again 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 additional meetings that you have held with County staff to discuss the project.

There are several comments we would like to submit on the Re-circulated Meadow Farms Project Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment, most are the same as our original comments:

1. We are in support of the project - Alternative 3. 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 future economic development in the general area and the County at large. We are also in support of the changes to the bicycle lane configuration proposed in Alternative 3.

2. As we have further reviewed the project questions have arisen with regard to setback requirements. We recommend that Cal Trans review the project for any potential impacts to the County's required setbacks based on the build alternatives and provide mitigation to address them.
3. 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.*
4. 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.
5. 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





## BOARD OF SUPERVISORS COUNTY OF INYO

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MATT KINGSLEY

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.
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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.
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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

# Meadow Farms ADA Project

Inyo County, California  
DISTRICT 9 – INY – 395 (PM 117.3-117.9)  
09-36680/0916000021

## Recirculated Initial Study with Proposed Mitigated Negative Declaration / Environmental Assessment



**Prepared by the  
State of California, Department of Transportation**

The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016, and executed by FHWA and Caltrans.



**October 2020**

## General Information about This Document

### What's in this document:

The California Department of Transportation (Department), as assigned by the Federal Highway Administration (FHWA), has prepared this Recirculated Initial Study/Environmental Assessment (IS/EA), which examines the potential environmental impacts of the alternatives being considered for the proposed project located in Inyo County, California. The Department is the lead agency under the National Environmental Policy Act (NEPA). The Department is the lead agency under the California Environmental Quality Act (CEQA). The document tells you why the project is being proposed, what alternatives we have considered for the project, how the existing environment could be affected by the project, the potential impacts of each of the alternatives, and the proposed avoidance, minimization, and/or mitigation measures.

*This document supplements the "Meadow Farms ADA Initial Study with Proposed Mitigated Negative Declaration and Environmental Assessment" circulated for public comment in April-May 2020 (State Clearinghouse Number 2020049012). The project description and analyses in that document remain valid and are incorporated by reference into this recirculated document. This document will describe two additional project alternatives under consideration and any potential impacts resulting from them but will not discuss any topics, including resource impacts or analyses that remain unchanged from the first document. The original Meadow Farms ADA Initial Study with Proposed Mitigated Negative Declaration and Environmental Assessment should be reviewed for any information not contained in this document; it has been included in this document as Appendix F.*

### What you should do:

- Please read this document.
- Additional copies of this document and the related technical studies are available for review at the Caltrans District 9 office located at 500 S. Main Street, Bishop, CA 93514. This document may be requested by sending an email to Angela Calloway, [angie.calloway@dot.ca.gov](mailto:angie.calloway@dot.ca.gov), sending a written request to Angela Calloway, 500 S. Main St., Bishop CA 93514, calling (760) 872-0601, or visiting the Caltrans office Monday-Friday between 2:30 pm and 5:30 pm. Please note masks are required when visiting the District office per State COVID 19 guidelines.
- We'd like to hear what you think. If you have any comments about the proposed project or would like to request a public meeting, please send your written comments or request via postal mail or email to the Department by the deadline.
- An online public meeting is scheduled to provide information about the two new project alternatives. This meeting will be held on Wednesday, November 4, 2020 from 6-7:30 pm PST. You may join the meeting by selecting the link by calling the number below:
- <https://cadot.webex.com/cadot/j.php?MTID=ma7d16e74311270b00978cfafdde28302>
- Meeting number: 146 145 4765 Password: 6Q57QqNvMv
- Or via phone by calling: 1-408-418-9388; Access Code 146 145 4765
- Send comments via postal mail to:  
Angela Calloway, Environmental Branch Chief,  
Department of Transportation, Environmental Analysis  
500 S. Main Street, Bishop, CA 93514
- Send comments via email to: [angie.calloway@dot.ca.gov](mailto:angie.calloway@dot.ca.gov)
- Be sure to send comments by the deadline: November 10, 2020.

### What happens next:



After comments are received from the public and reviewing agencies, the Department, as assigned by the FHWA, may: (1) give environmental approval to the proposed project, (2) do additional environmental studies, or (3) abandon the project. If the project is given environmental approval and funding is obtained, the Department could design and construct all or part of the project.

**Alternative Formats:**

For individuals with sensory disabilities, this document can be made available in Braille, in large print, on audiocassette, or on computer disk. To obtain a copy in one of these alternate formats, please call or write to Department of Transportation, Attn: Florene Trainor, Public Information Officer, 500 South Main Street, Bishop CA 93513; (760) 872-0601 (Voice) or use the California Relay Service 1 (800) 735-2929 (TTY), 1 (800) 735-2929 (Voice) or 711.

Improve existing facilities to current ADA standards on U.S. 395 from North See Vee Lane to North Barlow Lane  
(postmile 117.7-117.9) in Inyo county just north of the Bishop city limit.

**Recirculated INITIAL STUDY with Proposed Mitigated Negative Declaration /  
Environmental Assessment**

Submitted Pursuant to: (State) Division 13, California Public Resources Code  
(Federal) 42 USC 4332(2)(C)

THE STATE OF CALIFORNIA  
Department of Transportation

CEQA Responsible Agencies:  
California Transportation Commission  
Inyo County  
CA Department of Fish and Wildlife  
CA Regional Water Quality Control Board  
NEPA Cooperating Agency: U.S. Army Corps of Engineers

10/08/2020

Date

*Dennee Alcalá*

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Deputy District Director  
Planning and Environmental Analysis  
California Department of Transportation  
NEPA Lead Agency

10/08/2020

Date

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Deputy District Director  
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California Department of Transportation  
CEQA Lead Agency

The following persons may be contacted for more information about this document:

Angela Calloway  
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(760) 872-2424; angie.calloway@dot.ca.gov

## PROPOSED MITIGATED NEGATIVE DECLARATION

Pursuant to: Division 13, Public Resources Code

### **Project Description**

In accordance with the Americans with Disabilities Act (ADA) of 1990 and the California Government Code Sections 4450 et seq., the California Department of Transportation (Caltrans) proposes to upgrade pedestrian facilities to comply with State pedestrian accessibility design standards. The scope of the project includes upgrading non-standard curb ramps, driveways, pedestrian push buttons, restriping pavement markings, relocating traffic signals and masts, and constructing new pedestrian and bicycle facilities on both sides of U.S. Highway 395 between North See Vee Lane (postmile 117.3) and North Barlow Lane (postmile 117.9).

### **Determination**

This proposed Mitigated Negative Declaration (MND) is included to give notice to interested agencies and the public that it is the Department's intent to adopt an MND for this project. This does not mean that the Department's decision regarding the project is final. This MND is subject to change based on comments received by interested agencies and the public.

*This document supplements the "Meadow Farms ADA Initial Study with Proposed Mitigated Negative Declaration and Environmental Assessment" circulated for public comment in April-May 2020 (State Clearinghouse Number 2020049012). The project description and analyses in that are incorporated by reference into this recirculated document. This document will describe two additional project alternatives under consideration and any potential impacts resulting from them but will not discuss resource impacts or analyses that remain unchanged from the first document.*

The Department has prepared an Initial Study for this project and, pending public review, expects to determine from this study that the proposed project would not have a significant effect on the environment for the following reasons:

The proposed project would have no effect on Agriculture, Air Quality, Energy, Greenhouse Gas Emissions, Land Use, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation, Tribal Resources, and Wildfire.

In addition, the proposed project would have less than significant effects on Aesthetics, Biological Resources, Cultural Resources, Geology, Hazards and Hazardous Materials, Hydrology, Noise, Utilities, and the Human Environment (Community Impacts; Alternative 1 only).

With the following mitigation measures incorporated, the proposed project would have less than significant effects on the Human Environment (Community Impacts; Alternative 2 only).

COM-2: Alternative 2 proposes to purchase and develop an off-street parking area to mitigate and replace the loss of parking spaces.

\_\_\_\_\_  
Dennee Alcalá  
Deputy District Director  
District 9  
California Department of Transportation

\_\_\_\_\_  
Date

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# Chapter 1 – Proposed Project

## Introduction

### NEPA Assignment

California participated in the “Surface Transportation Project Delivery Pilot Program” (Pilot Program) pursuant to 23 USC 327, for more than five years, beginning July 1, 2007, and ending September 30, 2012. MAP-21 (P.L. 112-141), signed by President Obama on July 6, 2012, amended 23 USC 327 to establish a permanent Surface Transportation Project Delivery Program. As a result, the Department entered into a Memorandum of Understanding pursuant to 23 USC 327 (NEPA Assignment MOU) with FHWA. The NEPA Assignment MOU became effective October 1, 2012, and was renewed on December 23, 2016, for a term of five years. In summary, the Department continues to assume FHWA responsibilities under NEPA and other federal environmental laws in the same manner as was assigned under the Pilot Program, with minor changes. With NEPA Assignment, FHWA assigned and the Department assumed all of the United States Department of Transportation (USDOT) Secretary's responsibilities under NEPA. This assignment includes projects on the State Highway System and Local Assistance Projects off of the State Highway System within the State of California, except for certain categorical exclusions that FHWA assigned to the Department under the 23 USC 326 CE Assignment MOU, projects excluded by definition, and specific project exclusions.

The California Department of Transportation (Department), as assigned by the Federal Highway Administration (FHWA), is the lead agency under the National Environmental Policy Act (NEPA). The Department is the lead agency under the California Environmental Quality Act (CEQA).

The Department of Transportation (Caltrans) proposes to upgrade pedestrian facilities to comply with the Americans with Disabilities Act (ADA) of 1990, and the California Government Code Section 4450 et seq by upgrading pedestrian facilities to comply with State pedestrian accessibility design standards. The scope of the project includes upgrading non-standard curb ramps and driveways, installing pedestrian push buttons, restriping pavement marking, relocating traffic signals and masts, and constructing new pedestrian and bicycle facilities on both sides of the highway.

There are now four “build” alternatives for the proposed project and one “no-build” alternative. Alternatives 1 and 2 vary in the amount of new right-of-way required to build the project. Alternatives 3 and 4, proposed in this recirculated document, have the same right-of-way requirements as Alternative 1 but vary in the placement of bicycle lanes and where on-street parking is allowed on US 395. Additionally, there is a project feature under consideration for Alternative 4 only which would create nine parking spaces on the northbound side of US 395.

The two new Build alternatives under consideration (Alternatives 3 and 4) were created after public comments were received on the original project alternatives (Alternatives 1, 2, and No-Build) and are intended to address concerns raised by interested parties. All four Build alternatives are still under consideration, however Caltrans wanted to develop these additional alternatives and circulate them for public review and comment.

Alternative 1 proposes to widen the existing facility by approximately 7.6 feet on both sides of the highway. This widening would allow for a facility consisting of two travel lanes in each direction, a center two-way left turn lane, one 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 need to be widened to accommodate the wider facility. Curb ramps at road intersections and driveways would be newly constructed or reconstructed.

Alternative 2 proposes to work mainly within the existing Caltrans right-of-way to allow for a facility consisting of two travel lanes in each direction, a center two-way left turn lane, one 5-foot bicycle lane in each direction and a 5-foot sidewalk on both sides of the highway. Due to its narrower shoulder width, on-street parking would not be allowed in this alternative. New curb ramps at road intersections and driveways would be reconstructed.

Alternative 3 proposes to widen the existing facility by approximately 7.6 feet on both sides of the highway and create four vehicle travel lanes in the same manner as Alternatives 1 and 4. This alternative would combine the bicycle lanes on both sides of US 395 with the sidewalks, creating approximately 10-foot-wide multiuse sidewalk paths for both pedestrians and cyclists. Alternative 3 would allow on-street parallel parking in the same manner as Alternative 1, however Alternative 3 would not locate the bicycle lanes between vehicle travel lanes and on-street parallel parking spaces.

Alternative 4 proposes to widen the existing facility by approximately 7.6 feet on both sides of the highway and would create four vehicle travel lanes in the same manner as Alternatives 1 and 3. Alternative 4 differs from Alternatives 1 and 3 in the placement of bicycle lanes and on-street parking spaces on the northbound and southbound sides of US 395. Alternative 4 would not allow on-street parking on the northbound side of US 395 but would have a 3-foot painted buffer lane and a 5-foot bicycle lane between the vehicle lanes and the sidewalk and would create a 10-foot wide sidewalk for pedestrians. On the southbound side, on-street parking would be allowed, and the bicycle lane would be combined with the sidewalk to create a 10-foot-wide multiuse sidewalk path shared by cyclists and pedestrians. The southbound side of US 395 would be the same under Alternatives 3 and 4.

Please see the Alternatives section of this document for a thorough discussion of each alternative.

The proposed project is included in the 2018 State Highway Operation and Protection Program (SHOPP) and is proposed for funding from the 201.361 program (ADA improvements on the National Highway System). It is also included in the 2019 Inyo County Regional Transportation Plan (RTP).

## Project Description

This section describes the proposed action and the project alternatives developed to meet the purpose and need of the project, while avoiding or minimizing environmental impacts. The alternatives are: “Alternative 1”, “Alternative 2”, “Alternative 3”, “Alternative 4” and the “No-Build Alternative”. Alternatives 1 and 2 were described in the original Initial Study/Environmental Assessment (IS/EA) released for public comment in April 2020. This document supplements that IS/EA and considers two additional alternatives (Alternatives 3 and 4). ***All descriptions and analyses from the original IS/EA are incorporated by reference into this document and therefore are not restated in their entirety.***

The project is located in Inyo County on Route 395 from North See Vee Lane (postmile 117.3) to North Barlow Lane (postmile 117.9). The total length of the project is approximately 0.5 mile. Within the limits of the proposed project, Route 395 is a conventional four-lane highway with two

mixed-flow lanes in each direction divided by a center two-way left turn lane. The facility is currently striped with a median, lanes and shoulders of variable widths. The center turn lane varies from 10 to 12 feet wide, the travel lanes are 11 to 12 feet wide, and the shoulders vary from 6 to 8 feet wide. Shoulders at the North Fork Bishop Creek Bridge (Bridge No. 48-0016) are approximately 6 feet wide. Through the project limits U.S. 395 is commonly referred to as “North Sierra Highway” and/or the “Meadow Farms” area. The posted speed limit is 35 mph.

The corridor is partially improved with existing pedestrian facilities, however not all facilities meet current Americans With Disabilities Act (ADA) standards, and there are gaps where sidewalks do not exist. On the north side of the highway, sidewalks, curbs and street gutters exist between the Bishop Creek Bridge and North Barlow Lane except for a sidewalk gap between the bridge and Matlick Lane (approximately 160 feet, Figure 4). On the south side of the highway there are approximately 130 feet of sidewalks, curbs and street gutters extending south from the Chevron gas station at Tu Su Lane. Existing sidewalks on both sides of the highway can vary in width from 4 to 10 feet.



*Figure 1 - Sidewalk gaps on north (right) and southbound sides of U.S. 395 at Bishop Creek Bridge.*

The purpose of the project is to upgrade the highway to current ADA design standards and provide a well-defined path of access for pedestrians and non-motorized users of the facility.

## **Alternatives**

### **1. Project Alternatives**

- a. There were two proposed “Build” alternatives, and one “No-build” alternative discussed in the original Meadow Farms IS/EA, released in April 2020. The Build alternatives were named “Alternative 1” and “Alternative 2”, and the no-action alternative was called “No-build”. Alternatives 1, 2, and No-Build all remain under consideration for this project.



- b. This document supplements the original Meadow Farms IS/EA by adding two additional Build alternatives, titled “Alternative 3”, and “Alternative 4”. These new alternatives were developed after considering public comments and feedback. Alternatives 1 and 2 as well as the No-Build alternative remain under consideration for this project and are incorporated by reference into this Recirculated IS/EA.

- i. Common Design Features of the Build Alternatives

Major common features on all Build Alternatives are: pavement striping for a 12-foot wide two way left turn lane (TWLTL), two travel lanes in each direction (total of four lanes of travel), and bicycle lanes in each direction, although the size and location of bicycle lanes vary by alternative. All Build alternatives also include a proposed pedestrian-activated beacon or signal and painted crosswalk near postmile 117.5 by Mahogany Smoked Meats (2345 North Sierra Highway). The crosswalk would provide a pedestrian crossing at the approximate midpoint between the two nearest existing crossings of U.S. 395; See Vee Lane and Rocking W Drive. Caltrans traffic engineers will investigate the feasibility of adding a pedestrian refuge (i.e. island) within the center lane during the design phase of the project. A protected bus turnout area is proposed for all Build alternatives near the south eastern portion of the Bishop Plaza parking lot between Rocking W Drive and Barlow Lane. The turnout would allow Eastern Sierra Transit buses and shuttles to stop outside of the northbound travel lane for passenger pickup/drop off (Figure 2, below). Creation of the bus turnout is not expected to require removal of existing parking spaces from the Bishop Plaza lot.



Figure 2 - Approximate location of proposed Eastern Sierra Transit bus turnout on North Sierra Highway.

crossing across U.S. 395 at See Vee Lane is signal-activated in conjunction with traffic signal timing. Curb ramps at this intersection would be corrected or replaced as needed to meet current ADA standards. The crosswalk along and parallel to U.S. 395 at Rocking W Drive (between O'Reilly Auto Parts and Bishop Plaza lot) would be painted under this project but would not include a pedestrian-activated beacon or signal.

Facility drainage improvements proposed in all build alternatives include replacing approximately 1,200 feet of underground corrugated steel stormwater piping on the north side of U.S. 395 from Barlow Lane to Bishop Creek. This culvert is the responsibility of the Bishop Creek Water Association (BCWA), although the water being transported is owned and controlled by Los Angeles Department of Water and Power (LADWP). New or upgraded drop inlets and drain pipes at various intersections would be needed to convey the concentrated flows developed by the expanded sidewalks, curbs and gutters.

This project contains a number of standardized project measures which are employed on most, if not all, Caltrans projects and were not developed in response to any specific environmental impact resulting from the proposed project. These measures are addressed in more detail in the Environmental Consequences sections found in Chapter 2. Alternatives 1, 2, and No-Build were described in detail within the original environmental document for this project and are not included here.

ii. Unique Features of Build Alternatives (Alternatives 3 and 4 Only)

***Alternative 3 – Shared Use Path on Both Sides of U.S. 395***

During the public comment period for Alternatives 1, 2, and No-Build, multiple people expressed concerns with the location of the bicycle lane in Alternative 1. Their concerns were centered around the placement of the bicycle lane between moving vehicle traffic and parked cars. Alternatives 3 and 4 were developed after circulation of the original IS/EA in response to these and similar comments.

Alternative 3 would have the same physical footprint as Alternative 1, and the additional right-of-way required to build the facility would be the same for both Alternatives 1 and 3.

Alternative 3 would construct a 12-foot wide center two-way-left-turn-lane, then two 11-foot wide vehicle lanes on either side of the center turn lane, two 12-foot wide vehicle lanes on the outside of the facility, then an 8-foot wide space on both sides of the facility for on-street parallel parking. Finally, a 10-foot wide sidewalk would be constructed on both sides of the highway and would allow both pedestrian and bicycle use. Please see Figure 10 below for a cross-section view of what Alternative 3 would look like when built.

Alternative 3 addresses certain comments received by moving the bicycle lane outside of the vehicle travel lanes and combines it with sidewalks, which have been widened from Alternative 1 to accommodate both pedestrians and cyclists. It is anticipated signage and/or paint markings will be used to notify sidewalk users of its multiuse designation and to reduce conflicts between pedestrians and cyclists. This alternative also allows on-street parallel parking on both sides of U.S. 395 which would result in a net increase of usable parking spaces throughout the corridor. The addition of on-street parking spaces serves to minimize any impacts from the removal of some parking spaces to build the wider sidewalks, and to provide a net increase of parking to accommodate any potential future commercial growth in the corridor. It is anticipated

that on-street parking spaces will be offset from driveway entrances to allow appropriate sight distances for vehicles turning out of driveways to see oncoming vehicle traffic. This alternative also addresses concerns raised from multiple sources about purchasing and developing land for an off-street parking lot (Alternative 2).

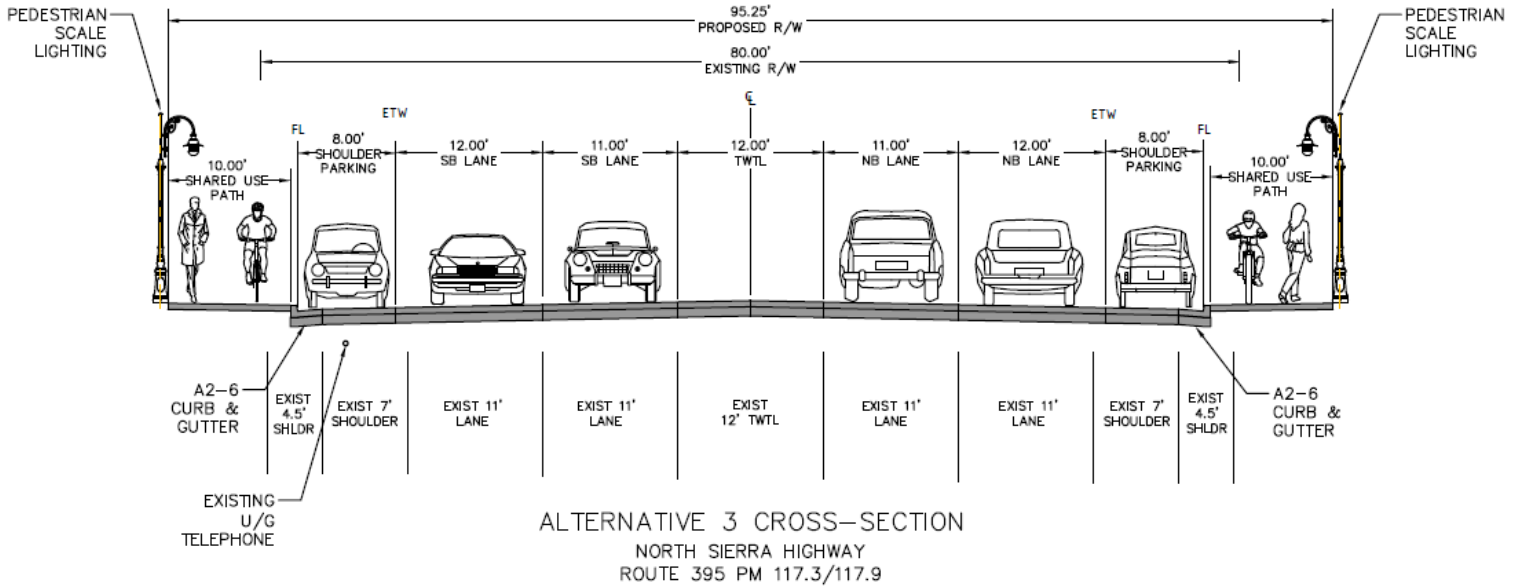


Figure 3 - Alternative 3 Cross-section

**Alternative 4 – Buffered Northbound Bicycle Lane and Southbound Shared Use Path**

Alternative 4 was developed along with Alternative 3 in response to comments received during the public comment period for Alternatives 1, 2, and No-Build. Similar to Alternative 3, Alternative 4 is being proposed in response to public comments regarding the location of bicycle lanes and on-street parking allowed under Alternative 1.

Under Alternative 4, the facility would have a 12-foot wide center two-way-left-turn lane, and two 11-foot wide travel lanes (one in each direction) and two 12-foot travel lanes (one in each direction). This alternative would create different facilities on the northbound and southbound sides of U.S. 395. On the northbound side (right side of Figure 11, below), a three-foot wide striped buffer lane would be painted, followed on the outside by a 5-foot wide bicycle lane. The bicycle lane would be on the asphalt, separated from cars by the painted buffer lane. There would be no on-street parallel parking allowed on the northbound side of U.S. 395 under this alternative. A ten-foot wide sidewalk would also be constructed on the northbound side for pedestrians. The additional right-of-way required to build Alternative 4 would be the same as proposed under Alternative 1.

On the southbound side (left side of Figure 11, below) the facility would have an 8-foot wide parking lane for on-street parallel parking, and a 10-foot wide shared use path for both pedestrians and bicyclists. This Alternative would provide for on-street parking on the southbound side of the facility, where the majority of private parking spaces will be removed and provide a dedicated bicycle lane on the northbound side.

This alternative was developed in response to public comments expressing concern about the bicycle lanes being placed between moving vehicle traffic and on-street parked vehicles, as well as concerns about allowing on-street parallel parking on the northbound side of the highway resulting in idling vehicle noise (Alternative 1). It also addresses concerns raised from multiple sources about purchasing and developing land for an off-street parking lot (Alternative 2). The majority of parking spaces which would be removed to build the facility are on the southbound side of the facility and allowing on-street parking on the southbound side only would serve to minimize any potential impacts from removing parking spaces on this side of the facility. The northbound side of the highway would see some parking spaces removed, however the existing large parking lot at 2345 N. Sierra Highway is approximately 160 feet away from the antique stores and would be sufficient to accommodate observed and expected use for both business areas. Both the parking lot and the antique stores are located on the same property parcel, allowing use by patrons of both businesses while meeting Inyo County parking requirements. A design feature is being considered for Alternative 4 which would construct a large bulb-out area in front of 2293 North Sierra Highway (Antique Peddler and associated antique stores) to allow on-street parallel parking in front of these business. This feature would provide approximately nine on-street parallel parking spaces near the antique shops. The feature is being considered to further minimize any impacts on patrons of the nearby businesses by providing parking spaces closer than the parking lot at 2345 N. Sierra Highway.

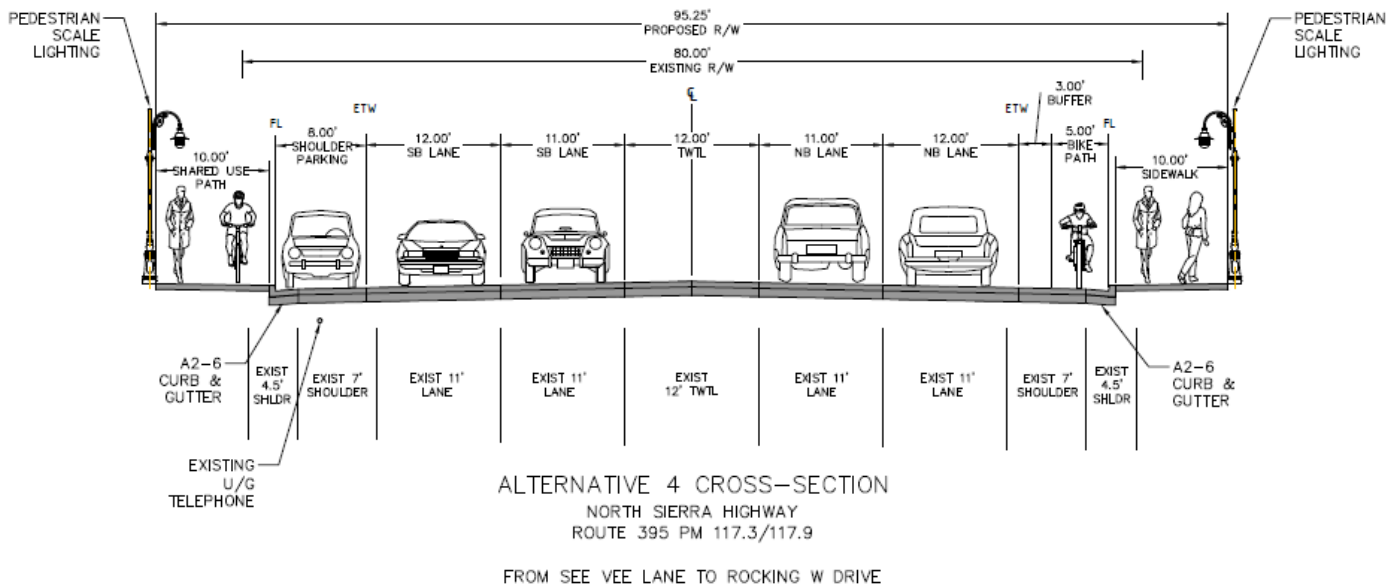


Figure 4 - Alternative 4 Cross-section



## COMPARISON OF ALTERNATIVES

<b>Project Feature</b>	<b>Alternative 1</b>	<b>Alternative 2</b>	<b>No-Build Alternative  (Existing Condition)</b>	<b>Alternative 3</b>	<b>Alternative 4</b>
<b>Vehicle Travel Lanes</b>	4 lanes, each 11-feet wide, 2 lanes in each direction	4 lanes, each 11-feet wide, 2 lanes in each direction	4 existing lanes vary from 11 to 12 feet wide, 2 lanes in each direction	4 lanes, 2 lanes 11-feet wide, 2 lanes 12-feet wide, in each direction	4 lanes, 2 lanes 11-feet wide, 2 lanes 12-feet wide, in each direction
<b>Center Two-way Left Turn Lane (TWLTL)</b>	1 TWLTL, 12-foot wide	1 TWLTL, 12-foot wide	1 TWLTL exists, width varies from 10 to 12 feet wide	1 TWLTL, 12-foot wide	1 TWLTL, 12-foot wide
<b>Sidewalks</b>	6-foot wide sidewalks on both sides of highway	5-foot wide sidewalks on both sides of highway	Sidewalks are intermittent and disconnected. Vary in width but less than 6-foot wide	10-foot shared use (pedestrian and cyclist) sidewalk on both sides of highway	10-foot sidewalk (pedestrian only) on northbound side, 10-foot shared use (pedestrian and cyclist) path on southbound side
<b>Highway Shoulders</b>	8-foot wide shoulders on both sides of highway for on-street parking	5-foot wide shoulders, mixed use with bicycle lane	Shoulders vary in width from 6 to 8 feet wide	8-foot wide shoulders on both sides of highway for on-street parking	Northbound side has 5-foot bicycle lane and 3-foot painted buffer. Southbound side has 8-foot wide shoulder for on-street parking
<b>Bicycle Lane</b>	Designated Class II lane, 5-feet wide, 1 lane in each direction	Class II lane combined with 5-foot highway shoulder, 1 lane in each direction	No bicycle lane designated; cyclists use highway shoulder	Multiuse path (pedestrian and cyclist) on both sides of highway	Designated Class II lane (5-foot wide with 3-foot buffer) on northbound side. Multiuse path (pedestrian and

<b>Project Feature</b>	<b>Alternative 1</b>	<b>Alternative 2</b>	<b>No-Build Alternative (Existing Condition)</b>	<b>Alternative 3</b>	<b>Alternative 4</b>
					cyclist) on southbound side
<b>On-Street Parking</b>	Dedicated 8-foot parking lane along US 395 marked and allowed	Not allowed due to combined bicycle lanes and shoulders	On-street parking along US 395 and nose-in on-street parking partially within Caltrans right of way currently occurs and intermittently used	Dedicated 8-foot parking lanes along US 395 for parallel on-street parking	No on-street parking on northbound side. *Design feature for bulb-out at Antique stores under consideration would allow approximately 8 on-street spaces. Dedicated 8-foot parking lanes on southbound US 395 for on-street parallel parking
<b>Off-Street Parking</b>	No additional off-street parking required due to 8-foot dedicated parking lane	One of two lots are proposed to be developed by Caltrans	Various business lots, some of which occur within existing Caltrans right-of-way, and side streets	No additional off-street parking required due to dedicated on-street parking	No additional off-street parking required due to dedicated on-street parking on southbound side.
<b>New Right-of-Way Required</b>	Approximately 7.6 feet on each side of highway throughout project limits. Slightly more may be needed at various locations to conform sidewalks, driveways, curb ramps	Not required throughout project limits. Some needed at various locations to conform sidewalks, driveways, curb ramps and add signal control devices	No right-of-way required	Approximately 7.6 feet on each side of highway throughout project limits. Slightly more may be needed at various locations to conform sidewalks, driveways, curb ramps	Approximately 7.6 feet on each side of highway throughout project limits. Slightly more may be needed at various locations to conform sidewalks, driveways, curb ramps and add

<b>Project Feature</b>	<b>Alternative 1</b>	<b>Alternative 2</b>	<b>No-Build Alternative (Existing Condition)</b>	<b>Alternative 3</b>	<b>Alternative 4</b>
	and add signal control devices			and add signal control devices	signal control devices
<b>Utility Relocations</b>	Approximately 21 utility poles will need relocation. Various underground lines as needed	Generally not required. Some minor lines may need relocation as needed	No relocations	Approximately 21 utility poles will need relocation. Various underground lines as needed	Approximately 21 utility poles will need relocation. Various underground lines as needed
<b>Business Sign Relocations</b>	Various business signs will need to be relocated to accommodate wider facility and relocated utilities	Generally not required	No relocations	Various business signs will need to be relocated to accommodate wider facility and relocated utilities	Various business signs will need to be relocated to accommodate wider facility and relocated utilities
<b>Designated Bus Turnout</b>	Yes, near Bishop Plaza parking lot	Yes, near Bishop Plaza parking lot	No	Yes, near Bishop Plaza parking lot	Yes, near Bishop Plaza parking lot
<b>North Fork Bishop Creek Bridge Widening</b>	Bridge would be widened by installing concrete pilings in creek. Existing sidewalks removed and converted to bicycle lanes. Pedestrian paths separated by concrete barriers	Bridge would not be widened.	Bridge would not be widened	Bridge would be widened by installing concrete pilings in creek. Existing sidewalks removed and converted to bicycle lanes. Pedestrian paths separated by concrete barriers	Bridge would be widened by installing concrete pilings in creek. Existing sidewalks removed and converted to bicycle lanes. Pedestrian paths separated by concrete barriers

Project Feature	Alternative 1	Alternative 2	No-Build Alternative (Existing Condition)	Alternative 3	Alternative 4
Meets Project Purpose and Need	Yes	Yes	No	Yes	Yes
Current Project Cost Estimate  (Capital Support, Construction and Right-of-Way)	\$16,692,000	\$15,343,406	\$0	\$17,568,706	\$17,568,706

Alternatives 1, 2, and No-Build were discussed in the Meadow Farms Initial Study with Proposed Mitigated Negative Declaration and Environmental Assessment released for public comment in April 2020 and are incorporated by reference into this recirculated Initial Study and Environmental Assessment (IS/EA); a full discussion of these Alternatives are not provided again. Please see the original IS/EA for a complete discussion of these Alternatives.

Alternatives 3 and 4 were developed in response to comments received from the general public and external agencies during the public comment period for Alternatives 1, 2, and No-Build. Alternatives 3 and 4 have the same footprint, additional right-of-way needs, and potential impacts on most resources as Alternative 1. Any new potential impacts or changes to existing impacts already identified under Alternative 1 will be discussed in this document under the appropriate resource section. The main differences between Alternatives 3 and 4 and Alternative 1 come from adjustments to bicycle lanes and on-street parking availability. The criteria to evaluate alternatives are (in no particular order) cost, meeting the purpose and need of the project, and weighing project benefits against any potential impacts to the human and natural environments.

**At this time Caltrans has not identified a preferred alternative and is seeking public input on the new project alternatives (Alternatives 3 and 4).**

In a comment received during the original public comment period, Inyo County Board of Supervisors expressed a written preference for Alternative 1, as the development of an off-street parking lot under Alternative 2 would result in converting commercial zoned property into a parking area (Supervisor Kingsley, 5/12/2020). Written comments received from the



Inyo County Local Transportation Commission expressed support for the project but did not specify a locally preferred alternative (Director Errante, 6/1/2020). All public comments and responses for both the original Meadow Farms IS/EA and this recirculated IS/EA will be included in the final environmental document which is anticipated to be released in December 2020.

Multiple comments received from the general public expressed concern with the purchase and development of an off-street parking lot under Alternative 2 and the potential impact to those landowners. Some comments expressed concern about bicycle lanes being between moving vehicles and parked cars under Alternative 1. No public comments expressed concerns about a lack of parking availability under Alternative 1, however some commercial properties will see parking spaces removed along US 395 (notably on the southbound side of the highway). Caltrans has developed minimization measures to further lessen any effects of parking removal under Alternatives 1, 3, and 4 (please see Chapter 2 – Traffic and Transportation/Pedestrian and Bicycle Facilities/Parking for a thorough parking discussion).

After the public circulation period, all comments will be considered, and the Department will select a preferred alternative and make the final determination of the project's effect on the environment. Under the California Environmental Quality Act (CEQA), if no unmitigable significant adverse impacts are identified, the Department will prepare a Negative Declaration (ND) or Mitigated ND.

Similarly, if the Department, as assigned by the Federal Highway Administration (FHWA), determines the National Environmental Policy Act (NEPA) action does not significantly impact the environment, the Department will issue a Finding of No Significant Impact (FONSI).

## **Alternatives Considered but Eliminated from Further Discussion**

The Project Initiation Document (PID) discussed four possible “Build” Alternatives in the early stage of project development. Two of these alternatives were rejected as they had improvements and impacts which were somewhere between those of the two Build Alternatives (Alternatives 1 and 2) discussed in the original environmental document released for public review in April 2020. The current Build Alternative 1 was identified as Alternative 3 in the PID, and current Build Alternative 2 was identified as Alternative 4 in the PID. They were renamed to Alternatives 1 and 2 after the other alternatives were eliminated from the project. Although two alternatives were eliminated prior to public circulation in April 2020, this recirculated environmental document adds an additional two alternatives into consideration; the original alternatives from April 2020 (Alternatives 1, 2, and No-Build) and the two new alternatives (Alternatives 3 and 4) for a total of five possible project alternatives. Please note that the current build alternatives 1 and 2 are different from the two dismissed alternatives discussed below. After some alternatives were dismissed, the remaining alternatives under consideration were renamed (given new numbers).

The first eliminated alternative (originally identified as Alternative 1) would have included approximately 4.6 feet of new right-of-way on both sides of the highway, four 12-foot travel lanes, a 12-foot center TWLTL, median, 8-foot shoulders, a Class II bicycle lane, and 6-foot sidewalks on both sides of the highway. On-street parking would not have been provided. This alternative would have required bridge widening and utility relocations. It was eliminated prior to release of the environmental document in April 2020.

The second eliminated alternative (originally identified as Alternative 2) would have included approximately 1.6 feet of new right-of-way on both sides of the highway, four 12-foot lanes, a 12-foot center TWLTL, 5-foot shoulders, accommodation for a Class II bicycle lane and a 6-foot sidewalk on both sides of the highway. This alternative would not have allowed on-street parallel parking. This alternative would have required bridge widening and utility relocations. Shoulder widths would have been narrower than the highway north and south of the project limits. It was eliminated prior to release of the environmental document in April 2020.

These two alternatives were eliminated from formal consideration for the project as their impact areas varied in width between those of the alternatives still under consideration. The Caltrans project development team decided that studying the alternative with the smallest impact area (current Alternative 2) and the largest impact area (current Alternative 1) would be sufficient to analyze all potential impacts and facility benefits. After public circulation and comments, if specific impacts are identified and must be avoided by altering design widths at certain locations, a hybrid version of current Alternatives 1 and 2 may be chosen. Due to this, a formal analysis of the rejected alternatives was not deemed necessary.

The two new alternatives under consideration, Alternatives 3 and 4, arose from public comments received about Alternatives 1, 2, and No-Build during the public circulation period which began in April 2020. Alternatives 3 and 4 do not replace Alternatives 1, 2, or No-Build. All five alternatives are currently under consideration for this project.

## Permits and Approvals Needed

The following permits, licenses, agreements, and certifications (PLACs) are required for project construction:

Agency	PLAC	Status
United States Army Corps of Engineers	Section 404 Permit for filling or dredging waters of the United States.	Section 404 Permit application will be submitted after approval of the Final Environmental Document (FED). Permit issuance anticipated prior to November 2023
California Department of Fish and Wildlife	1602 Agreement for Streambed Alteration	Application for 1602 permit expected after FED approval. Permit issuance anticipated prior to November 2023
California Water Resources Board, Lahontan Regional Water Quality Control Board	401 Certification/Waste Discharge Requirements Document	Application for Section 401 permit expected after FED approval. Permit issuance anticipated prior to November 2023
California Transportation Commission	CTC vote to approve funds	Following the approval of the FED, the California Transportation Commission will be required to vote to approve funding for the project. CTC vote anticipated in December 2020
Inyo County	Potential agreement for ownership and maintenance of parking lot (Alternative 2 only)	Initial conversations with Inyo County staff have occurred and will be continued through the project design period if Alternative 2 is selected.
State Historic Preservation Officer (SHPO)	Concurrence on evaluation of historic properties and avoidance measures	Consultation ongoing and concurrence expected prior to FED approval.

## **Chapter 2 – Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures**

### **TOPICS CONSIDERED BUT DETERMINED NOT TO BE RELEVANT**

This recirculated IS/EA only includes information pertaining to the new proposed project alternatives (Alternatives 3 and 4), and the topics covered below pertain only to these alternatives. Impacts for Alternatives 1 and 2 can be found in the original IS/EA for this project. This document incorporates by reference all other information from the original IS/EA and therefore does not restate all information from that document. Certain portions of the original document are included in this recirculated document for clarity and background information.

#### **Air Quality**

The proposed project is exempt from conformity analysis per 40 CFR 93.126 as the activities are included under the code in “Table 2 – Exempt Projects”, including shoulder improvements, pavement resurfacing, and widening narrow pavements without adding additional travel lanes. Caltrans standard air quality specifications such as emissions control devices, equipment idling times, and dust control will be implemented. Short-term degradation of localized air quality due to construction dust may occur but will be minimized by these standard specifications. *Air, Noise, Water and Hazardous Waste Clearance Memo and Clearance Memo Revision 1; March 2020*

#### **Biological Resources (Habitats and Natural Communities)**

No habitats and natural communities of special concerns which could be affected by Alternatives 3 or 4 were identified during biological resource surveys. Special-status animal species and their habitats are discussed in the original Meadow Farms ADA IS/EA under Biological Resources – Animal Species. *Natural Environment Study – Minimal Impacts and Biological Resources Amended Scoping Report; February 2020*

#### **Biological Resources (Plant Species)**

No special-status plant species were identified during botanical surveys performed in June 2019 and are not expected to occur within the project limits during construction. Standard practices to prevent introduction and spread of invasive plant species will be implemented if revegetation is required. *Natural Environment Study – Minimal Impacts and Biological Resources Amended Scoping Report; February 2020*

#### **Biological Resources (Threatened and Endangered Species)**

Species lists obtained from the U.S. Fish and Wildlife Service indicated three species protected under the Federal Endangered Species Act may occur within the project vicinity. These listed species; Lahontan Cutthroat Trout, Owens Pupfish, and Owens Tui Chub, were not identified during field surveys and are not known to occur within the immediate project area. There will be No Effect from either build alternative on any federally-listed species. No species listed under the California Endangered Species Act are known to occur within the project area and therefore none will be impacted by either Alternative 3 or 4 of the proposed project. No essential fish habitat under the Magnuson-Steven Fishery Conservation and Management Act occur in or near the project area, therefore no consultation with the National Marine Fisheries Service was required. *Natural Environment Study – Minimal Impacts and Biological Resources Amended Scoping Report; February 2020*

## **Coastal Zone**

There will be no effects to coastal resources because the project is not located within the coastal zone.

## **Community Facilities and Emergency Services**

No community facilities or emergency service stations occur within the project limits. Facilities and service stations outside of the project limits will not be affected during construction as standard traffic control measures will be implemented which allow emergency vehicle access. Preconstruction public notices will be distributed to allow community members to take alternate routes or plan for delays during construction activities. *Community Impacts Analysis; July 2019*

## **Economic Conditions**

The build alternatives 3 and 4 are not expected to be a major factor in changes or expansion of the regional economy. Better pedestrian and bicycle access throughout the corridor and the potential for new off-street parking lots may promote increased walking and biking to local businesses, however this is not expected to directly result in significant new business investments or housing developments in the area. *Community Impacts Analysis; July 2019*

## **Energy**

The proposed Alternatives 3 and 4 will not induce substantial energy use above existing conditions. Any lighting elements included in the project will adhere to all Inyo County ordinances. The proposed project is not a capacity-increasing project and will not reduce in increased fuel consumption.

## **Floodplains**

There will be no effects to the 100-year floodplain because the project is not located within a 100-year base floodplain. According to the FEMA Flood Insurance Rate Map 06027C0095D, the project area is located in an "area of minimal flood hazard".

## **Farmlands**

No Farmlands designated as prime, unique, or farmland of statewide or local importance under the Farmland Protection Policy Act occur within the proposed project limits. No lands under the Williamson Act occurs in Inyo County. *Community Impacts Analysis; July 2019*

## **Growth**

Growth in Bishop and Inyo County has been relatively minor over the past twenty years. From 2000 to 2019, the County's population grew by 2.89%, and the City's by 9.06%. The proposed facility improvements under Alternatives 3 or 4 would make the project area incrementally more attractive to residents and visitors, but these factors are not likely to be a major factor in decisions to live or start businesses in the area as availability of empty lots for housing and businesses is limited. *Community Impacts Analysis; July 2019*

## **Paleontology**

No significant paleontological resources have been previously discovered in or near the proposed project area. Due to this and the limited depth of excavation anticipated, there will be no impacts to paleontological resources. *Paleontological Resources Identification Report; March 2020*

## **Parks and Recreation**

There are no public parks or recreational facilities along the project segment within the project's impact area. *Community Impacts Analysis; July 2019*



### **Population and Housing**

The build alternatives 3 and 4 do not involve construction of new housing or displacement of existing residents. There would be no change in the resident population of the census tracts along the project segment as a result of this project. *Community Impacts Analysis; July 2019*

### **Timberlands**

No Timberlands protected under the California Timberland Productivity Act (TPA) of 1982 occur within the proposed project area. *Community Impacts Analysis; July 2019*

### **Utilities**

Alternatives 3 and 4 would require relocating approximately 21 utility poles. Both alternatives may also require relocating various underground telephone and other utility lines. All relocations would occur in coordination with utility and emergency service providers to minimize any potential impacts to residents and emergency services. Potential impacts to other environmental resources from utility relocations are discussed in the appropriate resource sections. *Community Impacts Analysis; July 2019, Meadow Farms Draft Project Report; March 2020*

### **Noise**

The proposed project is considered a Class III project under 23 CFR 772.7(a), and therefore does not require a noise analysis. Any noise generated by the project will be temporary during construction activities and will adhere to all standard specifications for noise control as well as City and County ordinances. The post-project facility would not generate more noise than existing conditions. *Air, Noise, Water and Hazardous Waste Clearance Memo and Clearance Memo Revision 1; March 2020*

### **Visual/Aesthetics**

Neither Alternative 3 or 4 would result in a significant noticeable change in the physical characteristics of the environment or community. *Meadow Farms Visual Questionnaire; January 2020*

### **Water Quality**

Contamination of any surface waters will be avoided by implementing all appropriate standard Best Management Practices (BMPs) as outlined in the National Pollutant Discharge Elimination System (NPDES) Statewide Storm Water Permit and Construction General Permit. Depending on the area of disturbance, the construction contractor will be required to submit either a Water Pollution Control Program (WPCP) or Stormwater Pollution Prevention Plan (SWPPP) which outlines how they will meet all required water quality standards during construction. Caltrans will ensure compliance through standard stormwater inspection procedures. Standard water treatment devices such as oil water separators or bioswales will be implemented into the project during the design phase of the project if needed to treat runoff from the road. A Lahontan Regional Water Quality Control Board 401 permit and US Army Corps of Engineers 404 permit will be required prior to project construction. *Air, Noise, Water and Hazardous Waste Clearance Memo and Clearance Memo Revision 1; March 2020. Natural Environment Study – Minimal Impacts and Biological Resources Amended Scoping Report; February 2020*

### **Wild and Scenic Rivers**

There are no waterways listed under the Wild and Scenic Rivers Act (1968) in or adjacent to the proposed project area. National Wild and Scenic Rivers System, March 2020, <https://www.rivers.gov/>

## **Wildfire**

The proposed project is not located within or near a State Responsibility Area Very High Fire Hazard Severity Zone as mapped by the California Office of the State Fire Marshal (CAL FIRE). The proposed project is located in a Local Responsibility Area. CAL FIRE has determined that Inyo County has no Very High Fire Hazard Severity Zones in any Local Responsibility Area as of March 2020.

## **Land Use**

No build alternative would have a substantial impact to existing or planned land use. No changes in land use would occur from Alternative 3 or 4.

## **Consistency with State, Regional, and Local Plans and Programs**

All build alternatives would improve US 395 in the project area through the construction of sidewalks, crosswalks, bicycle lanes, and defined driveways and are consistent with all plans and programs. The project is included in the Inyo County Regional Transportation Plan (RTP) 2015, the Inyo County Ten-Year State Highway Operation and Protection Program (SHOPP) Plan, and includes elements of, and is consistent with, the Inyo County North Sierra Highway Plan.

## **Environmental Justice**

While there are minority populations and low-income households near the project area, neither residential nor commercial displacement would occur under any of the Build alternatives. Alternatives 3, and 4 will not cause disproportionately high and adverse effects on any minority or low-income populations in accordance with the provisions of EO 12898. No further environmental justice analysis is required.

## **Community Character and Cohesion**

The community character is not anticipated to be significantly impacted from any of the Build alternatives as the proposed alternatives would benefit pedestrian, bicycle, and ADA access throughout the corridor. Other past and future projects have created bicycle lanes and sidewalks in areas around the proposed project limits, and any of the Build alternatives would enhance the cohesiveness of the project area with the surrounding area. Community character changes are not significant as sidewalks and bicycle lanes are common roadside features in this and other nearby areas.

## **Cultural Resources**

Discussed in original Meadow Farms ADA IS/EA and incorporated by reference. No archaeological resources were identified in the Area of Potential Effect (APE), however one built environmental resource was identified; the Coon's Gallery. The Coon's Gallery was determined to be eligible for the National Register of Historic Properties, and therefore by default, the California Register of Historical Resources as described by the State historic Preservation Officer concurrence letter (June 26, 2020). To implement the project, a minor amount of right-of-way will be acquired from the Coon's Gallery parcel. This small loss of property will not constitute an adverse effect to the resource as the significance of the historic property lies largely in the gallery building itself. To help ensure no impact will occur to the gallery building, high-visibility temporary construction fencing will be placed between construction activities and the building (environmental commitment CR-1).

## **Hazardous Waste/Materials**

Discussed in original Meadow Farms ADA IS/EA and incorporated by reference. Previous studies note one underground storage tank cleanup has occurred within the project limits. Although the Regional Water Quality Control Board has indicated that no further clean up action

is required at this site, further testing is being pursued by Caltrans to verify the absence of hazardous waste. These investigations will be completed prior to any right-of-way acquisition for any Build alternative, including Alternatives 3 or 4 if selected.

### **Biological Resources (Wetlands and other Waters)**

Discussed in original Meadow Farms ADA IS/EA and incorporated by reference. Alternatives 3 and 4 have the same project footprint and features as Alternative 1 which could impact waters. Temporary water diversions would be needed at Matlick Ditch and various culverts, and the bridge over the North Fork of Bishop Creek would be widened by placing four 24-inch diameter concrete pilings into the creek for bridge support. Permits and onsite monitors will be required to avoid and minimize impacts to waters.

### **Biological Resources (Animal Species)**

Discussed in original Meadow Farms ADA IS/EA and incorporated by reference. Two special-status fish species are known or assumed present within the Biological Study Area; Owens Valley speckled dace and Owens sucker. Biological monitors will be onsite during any dewatering activities to safely relocate fish species in the project area. Preconstruction surveys for bat and bird species will occur prior to construction to identify any nesting activity in the area. Active nests will be avoided.

## **TRAFFIC AND TRANSPORTATION/PEDESTRIAN AND BICYCLE FACILITIES/PARKING**

### **Regulatory Setting**

The Department, as assigned by the Federal Highway Administration (FHWA), directs that full consideration should be given to the safe accommodation of pedestrians and bicyclists during the development of Federal-aid highway projects (see 23 Code of Federal Regulations [CFR] 652). It further directs that the special needs of the elderly and the disabled must be considered in all Federal-aid projects that include pedestrian facilities. When current or anticipated pedestrian and/or bicycle traffic presents a potential conflict with motor vehicle traffic, every effort must be made to minimize the detrimental effects on all highway users who share the facility.

In July 1999, the U.S. Department of Transportation (USDOT) issued an Accessibility Policy Statement pledging a fully accessible multimodal transportation system. Accessibility in federally assisted programs is governed by the USDOT regulations (49 CFR 27) implementing Section 504 of the Rehabilitation Act (29 United States Code [USC] 794). The FHWA has enacted regulations for the implementation of the 1990 Americans with Disabilities Act (ADA), including a commitment to build transportation facilities that provide equal access for all persons. These regulations require application of the ADA requirements to federal-aid projects, including Transportation Enhancement Activities.

As mentioned previously, this recirculated IS/EA incorporates by reference all information, graphs, maps etc. which were included in corresponding sections of the original IS/EA for the Meadow Farms ADA Project. This recirculated IS/EA is focused on the addition of two Build alternatives (Alternatives 3 and 4), therefore, not all information about Alternatives 1, 2 and No-Build has been reproduced below. Some information from the original IS/EA has been restated below for background and clarity.

## **Affected Environment**

A Community Impacts Analysis Study was performed for Caltrans in July 2019. All discussions regarding potential impacts to the Human Environment are based on this study, unless otherwise noted, and have been updated as additional design has been completed.

### ***Access and Circulation***

US 395 throughout the project segment has four travel lanes, with two lanes in each direction and a painted median that serves as a two-way left turn lane (TWLTL) at intersecting streets and driveways. Signalized intersections are present at the intersection of North Barlow Lane and US 395 and the intersection of North See Vee Lane and US 395. Recent installation of the signal at the intersection of US 395 and North See Vee Lane included construction of sidewalks, curb ramps, and driveway improvements near that intersection.

The daily traffic volumes on US 395 through the project segment were 15,800 vehicles in 2015 and 17,000 vehicles in 2017. They are expected to increase to 17,720 vehicles by 2035.

The project segment has discontinuous sidewalks, with paved or dirt shoulders on areas where there are no sidewalks, curbs, and gutters. The existing sidewalks are outside or partially within Caltrans ROW and do not meet current state and federal requirements for ADA accessibility. There is a crosswalk at the signalized intersection of North Barlow Lane and US 395. A crosswalk was also recently provided across North See Vee Lane with installation of the traffic signal at the intersection of North See Vee Lane and US 395.

### ***Bicycle Facilities***

Caltrans identifies a Class II (Bike Lane) facility on US 395 from Elm Street in Bishop to North Brockman Lane, which includes the proposed project segment. The Inyo County Active Transportation Plan also shows existing Class II or III bicycle lanes on US 395 near the project segment, extending east (southbound) of North See Vee Lane and west (northbound) of North Barlow Lane. Existing Class II or III bicycle lanes are also shown on North Barlow Lane north of US 395 and Saniger Lane. Proposed Class II or III bicycle lanes are shown south of US 395 on North Barlow Lane, North Tu Su Lane, and North See Vee Lane. Bicyclists currently use the sidewalks and shoulders on both sides of US 395 within the project limits, but there are no bike lane markings or signs.

The Inyo County Active Transportation Plan (Bicycle Element of the Plan) states that there is an existing Class II or III bicycle lane on US 395 between Elm Street, City Park, and North Brockman Lane, which is consistent with Caltrans District 9 Bicycle Guide; however, there is a gap in the network where the Sierra Street multiuse pathway ends and between the Bishop Paiute Reservation and area schools. Bicycle parking facilities are present at the Paiute Palace Casino (south of US 395 and east of Pa Ha Lane).

### ***Parking***

Off-street parking spaces on individual parcels along the project segment have been analyzed based on zoning requirements in the Inyo County Zoning Code and Bishop Municipal Code. While off-street parking spaces are available, on-street parking along the project segment currently occurs within the paved highway shoulders of US 395. While the shoulders are not designated for on-street parking, the absence of curbs and gutters and intermittent enforcement



have led to customer vehicles parking between the outside travel lane and commercial buildings along US 395.

Due to vehicles regularly parking in unmarked or undesignated spaces, both on-street and off-street, the parking counts used to assess parking reductions and additions are estimates based on the area needed for standard designated parking spaces.

A parking inventory and occupancy survey was conducted along US 395 and within approximately 300 feet of US 395 on intersecting streets. The survey was conducted on April 26, 27, and 28, 2019 (Friday, Saturday, and Sunday), which coincided with the opening weekend of the fishing season to account for potential peak parking conditions along the project segment. This allowed the survey to capture potential peak parking demand at local businesses along US 395 that would otherwise not occur midweek or on a normal weekend. While some of the businesses along the project segment have peak demands during specific seasons, such as the winter months for the snowboard rental shop and spring for the fly shop, the restaurants and the deli grocery market should be well patronized regardless of season.

### ***Public Transportation***

The project study area is served by the ESTA, which provides bus services in Inyo and Mono counties through deviated fixed routes, local in-town dial-a-ride services, multiple town-to-town services, and interregional service from Reno, Nevada, to Lancaster, California. ESTA fixed-route service buses run along the project segment, with a stop at the Rite-Aid (in Bishop Plaza) on US 395 and Rocking W Drive, and include:

- Lone Pine to Reno Route has one northbound and one southbound trip per day Monday through Friday.
- Mammoth Lakes to Lancaster Route has one northbound and one southbound trip per day Monday through Friday.
- Mammoth Express runs from Bishop to Mammoth Lakes. It has four northbound and four southbound trips per day Monday through Friday.
- Lone Pine Express runs from Bishop to Lone Pine. It has three to four northbound and three to four southbound trips per day Monday through Friday.
- Benton to Bishop Route runs along US 6 and has a stop on Main Street. It has one northbound and one southbound trip on Tuesdays and Fridays.

ESTA ridership information along the project segment for the past year (June 1, 2018, to May 31, 2019) is provided in Table 8 and shows there were 2,816 riders last year (or an average of 11 riders per weekday).

## **Environmental Consequences**

### **Common to All Build Alternatives (1-4)**

The proposed project does not include construction of additional travel lanes or changes in the roadway or intersection geometrics of US 395, and no increase or change in traffic patterns or volumes on the project segment are expected. Under all build alternatives, US 395 would

continue to have four lanes, although some restriping and slight adjustments of lane widths would occur. Sidewalks, crosswalks and driveway entrances would be constructed. The new sidewalks would separate pedestrians from the vehicle travel lanes and, with the proposed crosswalks and better-defined driveways, would improve accessibility and safety for all users. The proposed sidewalks would be constructed to meet state and federal requirements for ADA accessibility by providing adequate passing space, passageways around ramps, curb ramps across streets or landings at curb ramps, grade breaks, and warning surfaces, as well as meet cross slope and ramp slope requirements and clear width and vertical height requirements. The proposed addition of a pedestrian-activated crosswalk across US 395 at postmile 117.51 (near Mahogany Smoked Meats) would further serve to increase pedestrian and bicyclist access to both sides of the highway. The feasibility of adding a pedestrian refuge within the center lane at this crosswalk will be investigated during the Design phase of the project.

Constraints to access and circulation would be limited to the construction phase of the project when construction equipment crews and disturbed ground surfaces would partially block vehicle and pedestrian access. These impacts would be temporary and minimal, with pedestrians directed to the other side of US 395 that is not under construction. The standard Traffic Management Plan (TMP) will outline how Caltrans will maintain access to adjacent residential and commercial properties at all times, and would include measures such as cones, portable signs, flaggers, coordination with property owners, stakeholders, and public service providers on planned lane closures, the use of Caltrans Highway Information Network, and traveler information notification in a public information campaign.

## **Parking**

### **Alternatives 3 and 4**

Alternatives 3 and 4 would lead to the loss of approximately 39 on-street and off-street parking spaces in abutting lots on US 395 in front of existing businesses. They would prevent vehicles from backing out into US 395 when leaving these parking spaces by constructing sidewalks and driveways that meet current highway standards. The loss of parking spaces would start when each side of US 395 would be coned off to allow project construction.

Alternative 3 proposes to allow on-street parallel parking on the paved highway shoulders, both northbound and southbound directions, in the same way as Alternative 1. Approximately 53 on-street parking spaces would be provided under either of these alternatives (Alternatives 1 or 3). There is an approximate net gain of 14 parking spaces under these alternatives, however the distribution of parking spaces after construction would be different than current conditions. Due to the observed parking counts and zoning requirements, neither Alternative 1 nor Alternative 3 would result in a significant impact on parking availability throughout the corridor.

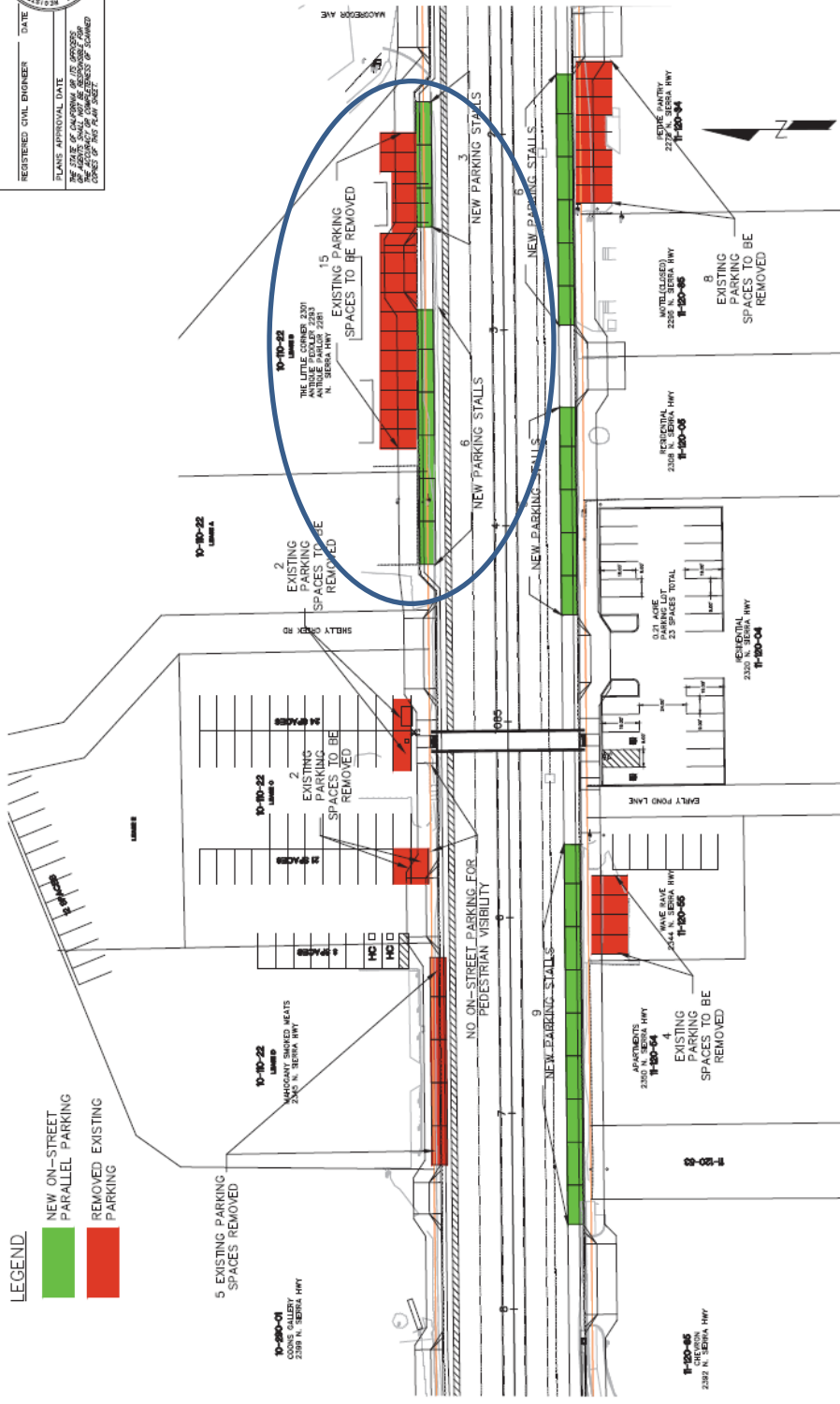






Alternative 4 would result in the same number of lost parking spaces (approximately 39) but would only allow on-street parking on the southbound side of US 395. The northbound side of US 395 contains fewer businesses and a large parking lot located at 2345 N. Sierra Highway, which would continue to serve patrons of businesses on the northbound side of the highway. Approximately 19 parking spaces would be removed on the northbound side of US 395 under Alternative 4, with no on-street parallel parking proposed to replace it. There is a design alternative also under consideration which would create a bulb-out area in front of the Antique Peddler (2293 North Sierra Highway) which would create approximately 9 on-street parallel parking spaces directly in front of this business (see Figure 5). This design feature is only being considered for Alternative 4, as Alternative 3 would already include on-street parallel parking spaces along the northbound side of US 395. There are no additional impacts to any resource from the addition of this project feature as it would have the same project footprint as Alternatives 1, 3, and 4 (without project feature). The project feature is being considered as an additional minimization measure for Alternative 4 to reduce any potential impacts on patrons of the antique businesses who otherwise would have to walk approximately 160 feet from the nearby parking lot to the business without this feature. Approximately 20 parking spaces would be removed on the southbound side of US 395, and approximately 31 on-street parallel parking spaces would be created for a net increase of 11 available parking spaces under Alternative 4.

09	lhy	395	17.3/17.B	TOTAL SHEETS	No. SHEETS
REGISTERED CIVIL ENGINEER		DATE		PROJECT NO. 17.3/17.B	
PLANS APPROVAL DATE		DATE		PROJECT NO. 17.3/17.B	
FOR THE PROJECT		DATE		PROJECT NO. 17.3/17.B	
FOR THE PROJECT		DATE		PROJECT NO. 17.3/17.B	



ALTERNATE 4  
PARKING PLAN  
SCALE 1"=50' P-1

Figure 7 – Parking additions and losses for Alternative 4. Project feature under consideration to add 9 spaces on northbound side of US 395 indicated by blue oval. If project feature is not selected, the oval area would not receive the green additions.



## Parking

The removal of parking spaces under Alternatives 3 would not result in significant impacts to the Human Environment as Alternative 3 would result in a net increase of parking spaces within the corridor through the addition of on-street parallel parking. Through continued coordination with Inyo County planning and zoning staff, Caltrans anticipates all commercial properties will continue to meet their requirements for parking availability if Alternative 3 were built. Caltrans is committed to coordinating with individual business owners throughout the project area to discuss potential impacts to parking availability and zoning requirements on their property and potential solutions in the event zoning requirements are not met as a result of this project (see commitment COM-5 below).

The removal of parking spaces on the southbound side of US 395 under Alternative 4 would not result in significant impacts to the Human Environment as there will be a net increase in available parking spaces through on-street parallel parking. On-street parallel parking would not be allowed on the northbound side of US 395 under Alternative 4, and approximately 19 parking spaces would be removed to accommodate the multi-use sidewalks. Of the 19 parking spaces to be removed, approximately 15 are in front of the Antique Peddler and associated antique stores at 2293 North Sierra Highway. These businesses are located on a portion of a larger parcel which includes the parking lot at 2345 North Sierra Highway. This parking lot is approximately 160 feet from the antique stores and contains enough available parking to serve patrons of the antique stores as well as meet all County zoning requirements for the entire parcel. A standalone design feature is under consideration for Alternatives 2 and 4 which would create a bulb-out in front of the antique stores to allow on-street parallel parking (approximately 8 spaces) which would further minimize any impacts to patrons of these businesses.

COM-4: Consider design feature of bulb-out for on-street parallel parking in front of antique stores (Alternatives 2 and 4)

Through coordination with Inyo County staff, Caltrans has determined that the removal of parking spaces on the southbound side of US 395 under Alternatives 1, 3, and 4 would not result in commercial property owners becoming unable to meet Inyo County zoning parking space requirements, however Caltrans remains committed to coordinating with individual property owners to discuss their parking requirements and potential changes from these alternatives. If it is determined a commercial property owner would no longer be able to meet zoning requirements due to Alternatives 1, 3, or 4, Caltrans will assist the property owners in either creating additional parking spaces on their property (and off of US 395), or pursuing a variance from Inyo County which would allow the property to continue to operate as normal with reduced parking on the subject property. The following commitment has been added to the Environmental Commitments Record to ensure this coordination and discussion of solutions occurs and minimizes any potential impacts to property owners.

COM-5: Caltrans R/W staff will coordinate with individual commercial property owners to discuss zoning and parking requirements. If parking requirements of individual parcels cannot be met after project is constructed, Caltrans will assist in either creating additional parking elsewhere on the subject property or pursuing a County variance which would allow the business to remain within zoning compliance with reduced parking availability (all Build alternatives)

## Chapter 3 – California Environmental Quality Act (CEQA) Evaluation

### Determining Significance under CEQA

The proposed project is a joint project by the California Department of Transportation (Department) and the Federal Highway Administration (FHWA) and is subject to state and federal environmental review requirements. Project documentation, therefore, has been prepared in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). FHWA's responsibility for environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 United States Code Section 327 (23 USC 327) and the Memorandum of Understanding dated December 23, 2016, and executed by FHWA and Caltrans. The Department is the lead agency under CEQA and NEPA.

One of the primary differences between NEPA and CEQA is the way significance is determined. Under NEPA, significance is used to determine whether an EIS, or a lower level of documentation, will be required. NEPA requires that an EIS be prepared when the proposed federal action (project) *as a whole* has the potential to "significantly affect the quality of the human environment." The determination of significance is based on context and intensity. Some impacts determined to be significant under CEQA may not be of sufficient magnitude to be determined significant under NEPA. Under NEPA, once a decision is made regarding the need for an EIS, it is the magnitude of the impact that is evaluated and no judgment of its individual significance is deemed important for the text. NEPA does not require that a determination of significant impacts be stated in the environmental documents.

CEQA, on the other hand, does require the Department to identify each "significant effect on the environment" resulting from the project and ways to mitigate each significant effect. If the project may have a significant effect on any environmental resource, then an EIR must be prepared. Each and every significant effect on the environment must be disclosed in the EIR and mitigated if feasible. In addition, the CEQA Guidelines list a number of "mandatory findings of significance," which also require the preparation of an EIR. There are no types of actions under NEPA that parallel the findings of mandatory significance of CEQA. This chapter discusses the effects of this project and CEQA significance.

### CEQA Environmental Checklist

**The following is an excerpt from the CEQA Checklist that discusses impacts related to parking – the only impact discussed in this recirculated IS/EA. The remainder of the CEQA Checklist remains unchanged and can be found in the original IS/EA document.**



**MANDATORY FINDINGS OF SIGNIFICANCE**

	Significant and Unavoidable Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CEQA Significance Determinations for Mandatory Findings of Significance**

**A) Less than Significant Impact**

The project will be constructed under permits issued by the California Fish and Wildlife Service as well as the Lahontan Regional Water Quality Control Board. With the avoidance and minimization measures outlined in the “Biological Resources” section as well as those which may be included in the future permits, the project will not have a significant impact on the natural environment. *Natural Environment Study – Minimal Impacts and Biological Resources Amended Scoping Report; February 2020*

**B) No Impact**

No other sidewalk project is anticipated to occur in the project location in the future. A similar project has occurred within the City of Bishop (Bishop ADA Project), and a traffic signal and crosswalk were installed at the southern end of the project (See Vee Signal Project). A separate sidewalk project, Bishop Pavement, is in the early stages of environmental analysis; the Bishop Pavement project would extend sidewalks and bicycle lanes from See Vee Lane south to the Bishop Fairgrounds where existing sidewalk ends. No cumulative impacts are anticipated as most work will occur within previously-disturbed highway areas. Each project has been analyzed for impact individually, and cumulatively are expected to increase walkability, ADA accessibility,

and multi-modal access in and around the proposed project area. *Community Impacts Analysis; July 2019*

### **C) Less than Significant Impact with Mitigation Incorporated**

Impacts to the human environment are expected to be temporary during construction, and permanent under Alternatives 1, 3 and 4 with the acquisition of additional right-of-way for a wider highway facility, however they are anticipated to be less than significant as on-street parking spaces would be allowed under Alternative 1 and 3, and on-street parking would be allowed on the southbound side of the highway under Alternative 4. Under Alternative 2 an off-street parking lot would be developed to mitigate for the loss of parking throughout the corridor and the lack of on-street parking created by the alternative. The result of any alternative would be a net increase in available parking in the corridor with the development of an off-street parking lot as mitigation for Alternative 2 or creation of on-street parallel parking spaces under Alternatives 1, 3, and 4. Without the development of an off-street parking lot, Alternative 2 would result in the loss of 33 on-street parking spaces in the project area, reducing the estimated on-street parking availability from 256 spaces to 223 spaces (~13% reduction). Alternatives 1, 3 and 4 would have a less than significant impact on human beings, and Alternative 2 would have a less than significant impact on human beings with mitigation (off-street parking lot development) incorporated. *Community Impacts Analysis; July 2019*

#### *Further discussion of new Alternatives 3 and 4*

Alternatives 3 and 4, newly proposed in this recirculated IS/EA, could also have impacts on parking, however the impacts are less than significant due to the creation of on-street parking along US 395 and the existing availability of parking in a nearby lot. Alternative 3 would allow on-street parallel parking in the same fashion as Alternative 1 (allowed on both northbound and southbound sides of US 395), resulting in a net increase in available parking throughout the corridor. Alternative 4 would allow on-street parallel parking on the southbound side of US 395 only; there would be a net increase of parking on the southbound side and a decrease in parking (approximately 19 spaces) on the northbound side. An existing parking lot is located approximately 160 feet from the area on the northbound side which would see the greatest reduction in parking spaces (Antique Peddler; approximately 15 spaces removed), and this parking lot is on the same legal land parcel as the Antique Peddler which would allow the Antique Peddler store to remain within Inyo County zoning ordinances. Use of the nearby parking facility by Antique Peddler patrons is not considered a significant impact as the distance from the existing lot and storefront is approximately 160 feet, however a design feature is being considered which would create a bulb-out area for on-street parallel parking in front of this business on the northbound side of US 395. The bulb-out is estimated to create approximately 9 parking spaces and would further minimize any impacts to the business patrons.

Additionally, Caltrans will continue to coordinate with business owners throughout the project area for all Build alternatives to resolve any potential parking issues. Preliminary research and communications with Inyo County staff indicate that no businesses would be out of zoning compliance from the removal of parking spaces under any Build alternative, however during the right-of-way process each property will be considered individually to develop impact minimization measures for parking loss, if needed. Potential considerations, if the business can no longer remain within County parking ordinances, would be for Caltrans to assist in developing additional parking spaces elsewhere on the property or Caltrans assisting the business owner in pursuing a County variance which would waive the parking requirements. These are additional minimization measures for less than significant impacts:

COM-4: Consider design feature of bulb-out for on-street parallel parking in front of antique stores (Alternatives 2 and 4)

COM-5: Caltrans R/W staff will coordinate with individual commercial property owners to discuss zoning and parking requirements. If parking requirements of individual parcels cannot be met after project is constructed, Caltrans will assist in either creating additional parking elsewhere on the subject property or pursuing a County variance which would allow the business to remain within zoning compliance with reduced parking availability (all Build alternatives)

## **Climate Change**

The Climate Change analysis included in the original Meadow Farms IS/EA is incorporated by reference into this recirculated document and therefore not reproduced here.

## Chapter 4 – Comments and Coordination

Public circulation of the original Draft Initial Study and Proposed Mitigation Negative Declaration / Environmental Assessment was scheduled to occur for 45 days between April 1 and May 16, 2020. Due to the social distancing guidance issued by the Center for Disease Control (CDC) in response to the COVID-19 outbreak, the planned public meeting for this project was initially cancelled. Requests for a public meeting were, however, accepted during the public circulation and comment period. After receiving multiple requests for a public meeting, an online public forum was held on May 21, 2020. Prior to this meeting public notices were published in English and Spanish newspapers, media posts via CT Facebook and Twitter, and direct mailings were sent to 1800 residents in the project area notifying them of the meeting. The public comment period was officially extended from May 15 to June 1, 2020 via the CA State Clearinghouse to accommodate public comments after the meeting. Approximately 21 members of the public attended the online meeting. Official comments were not accepted during the meeting, and attendees were encouraged to provide written or digital comments prior to 6/1/2020.

After the public comment period closed on June 1, 2020, multiple internal project development team meetings were held to discuss public comments received and potential solutions to concerns raised. In response to some of these comments, Caltrans determined it would be in the best interest of the public to develop two additional project Build alternatives (Alternatives 3 and 4) and create this recirculated environmental document. The recirculated document will circulate for public comment from October 12, 2020 to November 12, 2020. An online public informational meeting is scheduled for Wednesday, November 4, 2020. Please see page 2 of this document, titled “General Information About This Document”, for meeting information. While developing the new Build alternatives, Caltrans held meetings with Inyo County Planning and Zoning staff to discuss parking ordinances and potential avoidance and minimization measures for the loss of private parking spaces. Commitments COM-4 and COM-5 were developed after these meetings.



## Chapter 5 – List of Preparers

The following Department staff and consultants contributed to the preparation of this IS/EA.

Bradley Bowers, Environmental Coordinator and Paleontology Specialist; M.S. Environmental Science and Management, University of California, Santa Barbara; B.S. Magna Cum Laude, Geological Sciences & Environmental Hydrogeology, California State University, Los Angeles; 7 years of experience working in the environmental sector. Contribution: Environmental Document Preparation, Recirculated Environmental Document Preparation, Section 4(f) Study, Map Creation, Geological Evaluation, Paleontology Evaluation, Community Impacts Analysis Oversight

Angela Calloway, Senior Environmental Planner. M.A., Anthropology, California State University, Sacramento; B.S., Anthropology, Indiana State University; 16 years of experience in California and Great Basin archaeology and environmental document preparation. Contribution: Environmental document oversight.

Matthew Goike, Environmental Engineer. B.S. and M.S. in Civil Engineering from Michigan State University; 18 years of experience in transportation project development, 2 years of experience as a specialist in Air, Noise, Hazardous Waste, Water, Wastewater, and Stormwater. Contribution: Air, Noise, and Hazardous Waste assessment.

Jim Hibbert, District Landscape Architect; B.A. Geography, University of Alaska-Fairbanks, Fairbanks, AK; 2nd B.L.A. Landscape Architecture, University of Oregon, Eugene, OR. California Licensed Landscape Architect No. 5136. 18 years of experience in landscape architecture; Contribution: Visual Impacts Analysis.

Stephen Pfeiler, Associate Biologist. B.S. in Environmental Science from California State University Channel Islands; M.S., in Wildlife Biology from Utah State University; 3 years of experience as a geotechnical specialist for quality assurance/quality control in construction-related projects; 6 years of experience in research, restoration, and conservation of biological resources. Contribution: Natural Environment Study (Minimal Impacts)

Emilie Zelazo, Associate Environmental Planner (Archaeology); M.A. Anthropology, California State University Sacramento; M.A. Historic Preservation, Savannah College of Art and Design; 16 years of experience in California and Great Basin archaeology. Professionally Qualified Staff-Principal Investigator Prehistoric Archaeology, Architectural Historian. Contribution: Cultural Resource Compliance Oversight, Section 4(f) Study

## **APPENDICES**

### **Appendix A. Section 4(f) Incorporated by Reference**

## Appendix B. Title VI Policy Statement

### DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DIRECTOR  
P.O. BOX 942873, MS-49  
SACRAMENTO, CA 94273-0001  
PHONE (916) 654-6130  
FAX (916) 653-5776  
TTY 711  
www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

November 2019

### NON-DISCRIMINATION POLICY STATEMENT

The California Department of Transportation, under Title VI of the Civil Rights Act of 1964, ensures *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."*

Related federal statutes, remedies, and state law further those protections to include sex, disability, religion, sexual orientation, and age.

For information or guidance on how to file a complaint, or obtain more information regarding Title VI, please contact the Title VI Branch Manager at (916) 324-8379 or visit the following web page:  
<https://dot.ca.gov/programs/business-and-economic-opportunity/title-vi>.

To obtain this information in an alternate format such as Braille or in a language other than English, please contact the California Department of Transportation, Office of Business and Economic Opportunity, at 1823 14<sup>th</sup> Street, MS-79, Sacramento, CA 95811; (916) 324-8379 (TTY 711); or at [Title.VI@dot.ca.gov](mailto:Title.VI@dot.ca.gov).

A handwritten signature in blue ink, appearing to read 'Toks Omishakin'.

Toks Omishakin  
Director

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

## **Appendix C and D Incorporated by Reference**

## **Appendix E. Avoidance, Minimization and/or Mitigation Summary**

This section is incorporated by reference from the original Meadow Farms ADA IS/EA. Only new commitments developed since that document was circulated for public review are included here.

### **Community Impacts**

COM-4: Consider design feature of bulb-out for on-street parallel parking in front of antique stores (Alternatives 2 and 4)

COM-5: Caltrans R/W staff will coordinate with individual commercial property owners to discuss zoning and parking requirements. If parking requirements of individual parcels cannot be met after project is constructed, Caltrans will assist in either creating additional parking elsewhere on the subject property or pursuing a County variance which would allow the business to remain within zoning compliance with reduced parking availability (all Build alternatives)



# Appendix F. Meadow Farms ADA Initial Study with Proposed Mitigated Negative Declaration and Environmental Assessment (April 2020)

\*For a complete copy of the original environmental document circulated for public review in April/May 2020, please contact the Caltrans District 9 Office in writing at 500 S. Main Street, Bishop, CA 93514 or via phone at (760) 872-0601. The original document may also be viewed online through the CA State Clearinghouse CEQA Website by typing the clearinghouse number (2020049012) into the search bar at: <https://ceqanet.opr.ca.gov/>

09/INY/395/117.3-117.9  
09.36680  
0916000021

Improve existing facilities to current ADA standards on U.S. 395 from North See Vee Lane to North Barlow Lane (postmile 117.3-117.9) in Inyo County just north of the Bishop city limit.


## INITIAL STUDY with Proposed Mitigated Negative Declaration / Environmental Assessment

Submitted Pursuant to: (State) Division 13, California Public Resources Code  
(Federal) 42 USC 4332(2)(C)

THE STATE OF CALIFORNIA  
Department of Transportation

CEQA Responsible Agencies:  
California Transportation Commission  
Inyo County  
CA Department of Fish and Wildlife  
CA Regional Water Quality Control Board  
NEPA Cooperating Agency: U.S. Army Corps of Engineers

4/1/2020  
Date

  
Ryan Dermody  
Deputy District Director  
Planning and Environmental Analysis  
California Department of Transportation  
CEQA Lead Agency, NEPA Lead Agency

The following persons may be contacted for more information about this document:

Bradley Bowers  
Associate Environmental Coordinator  
500 S. Main Street, Bishop CA 93514  
(760) 872-2331; [bradley.bowers@dot.ca.gov](mailto:bradley.bowers@dot.ca.gov)

## PROPOSED MITIGATED NEGATIVE DECLARATION

Pursuant to: Division 13, Public Resources Code

### **Project Description**

In accordance with the Americans with Disabilities Act (ADA) of 1990 and the California Government Code Sections 4450 et seq., the California Department of Transportation (Caltrans) proposes to upgrade pedestrian facilities to comply with State pedestrian accessibility design standards. The scope of the project includes upgrading non-standard curb ramps, driveways, pedestrian push buttons, restriping pavement markings, relocating traffic signals and masts, and constructing new pedestrian and bicycle facilities on both sides of U.S. Highway 395 between North See Vee Lane (postmile 117.3) and North Barlow Lane (postmile 117.8).

### **Determination**

This proposed Mitigated Negative Declaration (MND) is included to give notice to interested agencies and the public that it is the Department's intent to adopt an MND for this project. This does not mean that the Department's decision regarding the project is final. This MND is subject to change based on comments received by interested agencies and the public.

The Department has prepared an Initial Study for this project and, pending public review, expects to determine from this study that the proposed project would not have a significant effect on the environment for the following reasons:

The proposed project would have no effect on Agriculture, Air Quality, Energy, Greenhouse Gas Emissions, Land Use, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation, Tribal Resources, and Wildfire.

In addition, the proposed project would have less than significant effects on Aesthetics, Biological Resources, Cultural Resources, Geology, Hazards and Hazardous Materials, Hydrology, Noise, Utilities, and the Human Environment (Community Impacts; Alternative 1 only).

With the following mitigation measures incorporated, the proposed project would have less than significant effects on the Human Environment (Community Impacts; Alternative 2 only).

COM-2: Alternative 2 proposes to purchase and develop an off-street parking area to replace the loss of parking spaces.

---

Ryan Dermody  
Deputy District Director  
Planning and Environmental Analysis  
District 9  
California Department of Transportation

---

Date



# County of Inyo



## County Administrator - Economic Development

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Small Business Resource Center update

---

**RECOMMENDED ACTION:**

Request Board:

- A) Hear staff update on planning for a Business Resource Center in Inyo County, including the grant funded development of a comprehensive business plan that will include a funding plan, staffing plan, operations plan and a long-term plan for expansion, including a business incubator;
- B) Receive presentation of a potential public/private partnership where a private citizen is interested in the tax advantages of the Opportunity Zone and the County is interested in a physical space to develop a Small Business Resource Center;
- C) Authorize County Counsel to draft and the CAO to execute a non-binding letter of intent; and
- D) Provide feedback and approve next steps.

**SUMMARY/JUSTIFICATION:**

In the past, your Board and the CAO have been interested in starting a Small Business Development Center to support and grow existing and new businesses. In fact, for the last two budget years, your Board has approved a budget appropriation to pay rent and fund some improvements if the right building were to be identified and secured. The ultimate goal would be to increase the number of living wage jobs for citizens by providing support for businesses that are interested in growing. For example, a one-person plumbing business is busy enough to add employees, but is nervous because they don't understand the intricacies of workers compensation insurance or payroll tax reporting. The Center would help by contracting, on an as-needed basis, with business consultants, HR professionals and legal support to provide services and education needed for the business to grow. The Center will also provide office space for meetings, a common area conference room, copy/mail room, and other services to be determined by the business and operations plan, to give existing and new businesses the support needed to get established and expand.

Approximately one year ago, County staff coordinated an all day strategic planning session that included representatives from the County, City of Bishop, both Chambers of Commerce, Cerro Coso Community College,

California State University, Bakersfield Small Business Development Center, and Sierra Business Council. The workshop was facilitated by Sierra Small Business Development Center, a successful SBDC in Truckee, California. We generated ideas, identified needs and potential solutions, and reaffirmed support from partner agencies. After the meeting, we identified potential buildings and agreed on a preference to fill empty Main Street property in the City of Bishop.

We also applied for financial assistance, and the County was awarded a USDA Rural Business Development Grant that will provide funding for a comprehensive business plan, including a funding plan, staffing plan, operations plan and long term expansion plan that includes adding a business incubator. A business incubator is an organization that helps new and startup companies to develop by providing services such as management training and/or office space. Another component of the grant is funding to provide educational workshops and classes to local businesses.

While activities related to this grant have stalled due to COVID-19 and other priorities, an excellent opportunity has come to our attention, making priority and timing much more urgent. Staff was recently presented with a tentative proposal that includes a local investor purchasing a building and paying for tenant improvements for the Small Business Resource Center. In return, the County would agree to lease the building for an amount that would equal a modest return on investment. Additionally, the investor would be eligible to take advantage of the Opportunity Zone tax breaks by investing in improvements to our community.

The timing of this opportunity may warrant increasing the priority of this project because local businesses have suffered financially, and had to lay staff off. Many feel overwhelmed and are not certain how to execute a successful recovery. If the County and it's partners can provide expert support to help businesses rebuild and rehire staff, the whole county will benefit from a quicker recovery.

The requisite timeline will be a challenge. The building must be purchased by December 31, 2020 and the tenant improvements must be complete within three years of the purchase. For a government entity, it will be challenging to complete an agreement by the end of December, but the benefit and opportunity to execute a plan that has been a County goal for many years may be worth the efforts.

Staff is gathering information as of the writing of this report and will provide more detail at the Board meeting. We are asking your Board to provide direction regarding whether to fast track the project and make every effort to identify a building, preferably an empty building on Main St. in Bishop, and develop an agreement with the investor.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could direct staff to not pursue this opportunity.

#### **OTHER AGENCY INVOLVEMENT:**

Potential partners in this project include City of Bishop, Bishop Chamber of Commerce, Lone Pine Chamber of Commerce, Cero Coso Community College, local Tribes, Latinx Community, Sierra Business Council, Sierra Small Business Development Center, Kern County Small Business Development Center.

#### **FINANCING:**

N/A at this stage. Financing will be discussed in detail if/when agenda item to execute an agreement is presented for approval.

#### **ATTACHMENTS:**

**APPROVALS:**

Leslie Chapman

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Created/Initiated - 11/4/2020

Approved - 11/5/2020

Approved - 11/5/2020

Approved - 11/5/2020

Final Approval - 11/5/2020





# County of Inyo



## County Administrator - Motor Pool DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Transfer of Surplus Vehicles

---

**RECOMMENDED ACTION:**

Request Board declare two (2) 2012 Ford F-250 trucks with utility beds (Asset Nos. 9059 and 9086) as surplus and no longer required for County use, and approve the donation of one or both vehicles to Wildcare Eastern Sierra pursuant to Government Code Section 25372.

**SUMMARY/JUSTIFICATION:**

These two Animal Trucks have been utilized in the Animal Control department for several years and are approaching the end of their useful life for County purposes. Wildcare Eastern Sierra has determined that these trucks may meet their needs and are interested in the County donating one or both of the trucks to their agency. If Wildcare Eastern Sierra only takes one, the remaining truck will be included in the next County vehicle auction or used for a backup in case one of the other vehicles breaks down or needs service.

Government Code Section 25372(b)(1) allows your Board to transfer surplus property to a non-profit 501(c)(3) organization that provides, "...care, teaching, or training to children...". Wildcare Eastern Sierra provides educational programs within the schools and the truck(s) will be used to transport animals to and from location. Government Code Section 25372(b)(5) also permits the transfer of surplus property to non-profit organizations that protect public health. These trucks will be used to pickup and transport injured animals that may otherwise be a threat to health and safety of citizens.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to donate the vehicles and offer them for sale during the next public auction.

**OTHER AGENCY INVOLVEMENT:**

Wildcare Eastern Sierra

**FINANCING:**

None

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott

Created/Initiated - 9/4/2020

Darcy Ellis

Approved - 9/14/2020

Leslie Chapman

Approved - 10/28/2020

Marshall Rudolph

Approved - 10/29/2020

Leslie Chapman

Final Approval - 10/29/2020



# County of Inyo



## Agricultural Commissioner - Cannabis

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Nathan Reade

**SUBJECT:** Request to change ownership for commercial cannabis permit 000135.

---

**RECOMMENDED ACTION:**

Request Board approve a request a change in ownership for commercial cannabis business license number 000135, Inyo Cannabis Village, LLC, contingent on submission and approval of appropriate background checks.

**SUMMARY/JUSTIFICATION:**

Inyo County code section 5.40.130 allows a change in ownership with the approval of your board. The Agricultural Commissioner's Office received a commercial cannabis business permit change request on October 20, 2020 asking to change ownership information for license 000135. The request (attachment A) includes a reorganization in ownership percentages within the LLC that owns the business, Inyo Cannabis Village, LLC. The request reassigns ownership from 65% Steven McNeal and 35% Ken Sobel to 65% Ken Sobel, 25% CannaVia Holdings, LLC, and 10% Steve McNeal.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Your board approved this license, located in zone 5G for the cultivation activity type, on January 8, 2019. Since that time, the licensee has submitted a request to change ownership which must be approved or denied by your board pursuant to Inyo County code section 5.40.130. This entity has not yet applied for a conditional use permit with Inyo County Planning or a state commercial cannabis license.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose to deny this request for ownership change. This would have unknown consequences to the viability of this license.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Inyo Cannabis Village Ownership Change

**APPROVALS:**

Jennifer Sarten

Darcy Ellis

Jennifer Sarten

Marshall Rudolph

Created/Initiated - 10/28/2020

Approved - 10/28/2020

Approved - 10/29/2020

Final Approval - 11/2/2020





Licensee Information

Primary Owner Name <b>Inyo Cannabis Village, LLC</b>			Percent Ownership <b>100</b> %
Physical Address <b>c/o Ken Sobel 2152 Crownhill Rd.</b>	City <b>San Diego</b>	State <b>CA</b>	Zip Code <b>92109</b>
Mailing Address (if different than physical address)	City	State	Zip Code
Primary Phone Number <b>619-208-2439</b>	Secondary Phone Number <b>N/A</b>	Email Address <b>kennysocal711@gmail.com</b>	
List assessor parcel numbers of any real estate owned in Inyo County <b>048-391-12; 048-391-05</b>	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

Other Owner Information

Name <b>Steven McNeal</b>			Percent Ownership <b>10</b> %
Mailing Address <b>8830 Kulka Rd., Box 2721</b>	City <b>Las Vegas</b>	State <b>NV</b>	Zip Code <b>89161</b>
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Name <b>Ken Sobel</b>			Percent Ownership <b>65</b> %
Mailing Address <b>2152 Crownhill Rd.</b>	City <b>San Diego</b>	State <b>CA</b>	Zip Code <b>92109</b>
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Name <b>CannaVia Holdings, LLC</b>			Percent Ownership <b>25</b> %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		



**Secretary of State**  
**Statement of Information**  
(Limited Liability Company)

**LLC-12**

19-B06246

**FILED**

In the office of the Secretary of State  
of the State of California

MAR 14, 2019

**IMPORTANT — Read instructions before completing this form.**

**Filing Fee — \$20.00**

**Copy Fees —** First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

**This Space For Office Use Only**

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions.](#))

CANNAVIA HOLDINGS LLC

**2. 12-Digit Secretary of State File Number**

201835310474

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3400 COTTAGE WAY STE G2, #127	SACRAMENTO	CA	95825
b. Mailing Address of LLC, if different than Item 4a	City (no abbreviations)	State	Zip Code
3400 COTTAGE WAY STE G2, #127	SACRAMENTO	CA	95825
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3400 COTTAGE WAY STE G2, #127	SACRAMENTO	CA	95825

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
SHUJAAT		KHAN	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
3400 COTTAGE WAY STE G2, #127	SACRAMENTO	CA	95825

**6. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL** — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

**CORPORATION** — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b
LEGALINC REGISTERED AGENTS, INC. (C4249296)

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company
ACQUISITION OF VARIOUS PROPERTIES

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

03/14/2019

SHUJAAT KHAN

MEMBER

Date Type or Print Name of Person Completing the Form Title Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS BEFORE COMPLETING.](#))

Name: [ ]

Company:

Address:

City/State/Zip: [ ]





COUNTY OF INYO  
COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE  
207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

20 / 21

## CANNABIS BUSINESS LICENSE

### *Inyo Cannabis Village (Cultivation)*

OLD SPANISH TRAIL  
CHARLESTON VIEW, CA 89061  
048-391-12

LICENSE TYPE	LICENSE CATEGORY
Cultivation >5,000 Sq Ft	M & A

EFFECTIVE DATE

LICENSE NUMBER

EXPIRATION DATE

7/1/2020

000135

6/30/2021

THIS LICENSE IS NON-TRANSFERRABLE AND SUBJECT TO ANY CONDITIONS LISTED BELOW  
POST IN A CONSPICUOUS LOCATION IN PUBLIC VIEW

#### LICENSE CONDITIONS

1. This license is not valid unless the applicant is current on all Inyo County fees and taxes, and compliant with all county regulations.
2. Applicant must obtain all applicable permits required by Inyo County and/or State of California and present these to the Inyo County Commercial Cannabis Permit Office within six months of the license issuance date.
3. This license shall be void if applicable state licenses/permits and local land use approvals are not presented to the Inyo County Commercial Cannabis Permit Office within six months of license issuance, unless an extension has been granted to the license holder by the Inyo County Commercial Cannabis Permit Office or Inyo County Board of Supervisors pursuant to Inyo County Code section 5.40.090(J).
4. Licenses must be displayed in a conspicuous place at all times at the business location. If the business has no fixed location, this license shall be carried at all times during any actions related to the conduct of carrying on the licensed commercial cannabis activity, and shall exhibit it, whenever requested, to any person. When a licensed commercial cannabis retail business with a fixed location is conducting deliveries, a copy of this license shall be carried by the delivery person at all times, and the delivery person shall exhibit it, whenever requested, to any person.
5. This license is non-transferrable or removable to another location, operator, person, or identity. This includes, but is not limited to, the change in corporate control of a Licensee as set forth in the California Revenue and Taxation Code Division 1 Part 0.5 Chapter 2, as may be amended.



# County of Inyo



## Water Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** WATER DEPARTMENT

**SUBJECT:** APPROVAL OF 2019-2020 LORP ANNUAL ACCOUNTING REPORT

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**RECOMMENDED ACTION:**

Request Board approve the 2019-2020 Lower Owens River Project (LORP) Annual Accounting Report.

**SUMMARY/JUSTIFICATION:**

The Post Implementation Agreement (PIA) between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of The Lower Owens River Project (LORP) was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010. The PIA requires an annual accounting report that describes the work performed pursuant to the previous year's approved Lower Owens River Project (LORP) Work Plan and Budget (Work Plan). The costs incurred by each party in performing such work shall be submitted to the governing board of each party or the party's designee by October 31. The accounting report identifies the difference, if any, between the actual costs incurred by each party and the actual work performed by each party compared to the costs and work for that party that were identified in that year's approved Work Plan (full description of the process is contained in Section II.J.3.a of the PIA; <http://www.inyowater.org/wp-content/uploads/2012/10/LORP-Post-Imp-Agreement-May-2010.pdf>).

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting. Under the Post Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA. If a Party fully performs the share of the work allocated to it in the annual LORP Work Plan that party is in compliance with the Post Implementation Agreement. Further, the PIA provides that there shall be no reconciliation of hours or costs even if an annual accounting report or audit shows that the Party expended more time in performing the work than was estimated. An exception to this rule allows reconciliation for contract work that was performed for less than the amount budgeted. In this case, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether the County should make a payment to LADWP. The Accounting Report will specify the account to be credited or debited, either the Post Implementation LORP Credit and/or LORP Trust Account (PIA Section II.J.3.c).

The 2019-2020 work plan, adopted by the Inyo/LA Technical Group on May 9, 2019, identifies tasks to be carried out by the MOU Consultant, and for Hydrologic Monitoring, Biological and Water Quality Monitoring, Operations and Maintenance, and Range Monitoring. Both Inyo County and LADWP completed all tasks and work assignments identified in the Work Plan. Amendments to the Work Plan are also reconciled in the Annual

Accounting Report, but there were no amendments in the 2019-2020 fiscal year.

The 2019-2020 LORP Work Plan and associated \$544,826 Budget was adopted by the Inyo/LA Technical Group on May 9, 2019, and approved by your Board on June 11, 2019. The County's projected contribution was \$145,310 and LADWP's was \$399,516. Actual expenditures were \$454,832, with the County contributing \$125,292 and LADWP \$329,539 (Table 1 in the Accounting Report). The MOU Consultants' charges, paid by the County were \$10,909 less than budgeted, so half of that amount (\$5,454) will be credited to LADWP. LADWP budgeted \$10,000 for a Rodent Control contract and \$18,400 was spent. Per the PIA (Section II.J.3.c.) costs for contracted work are adjusted only when contract work is less than the amount budgeted in the approved budget, not for increased contract costs unless agreed upon by both parties; therefore, the LORP credit will not be adjusted for the additional funds expended by LADWP for rodent control. The mosquito abatement contract costs, which came in under budget, were split evenly by the parties. To reconcile accounts, the total difference in budgeted expenses between the County and LADWP, accounting for reconciled consultant costs, divided by the two parties is \$132,558. This amount will be deducted from the County's LORP credit.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

LADWP

**FINANCING:**

As of October 21, 2020, the LORP Credit balance, held by LADWP, after deducting the 2019-2020 LORP expenses of \$139,493, and making a 3.3% adjustment based on the April 2019 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index, is \$1,003,155. The balance of the LORP Post-Implementation Trust Account, held by the County of Inyo Treasury is \$2,308,845 as of October 22, 2020. The sum of accounts, \$3,312,000 with interest and indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 11, 2022.

**ATTACHMENTS:**

1. 2019-2020 LORP Accounting Report

**APPROVALS:**

Laura Piper	Created/Initiated - 10/23/2020
Darcy Ellis	Approved - 10/27/2020
Aaron Steinwand	Approved - 10/27/2020
Marshall Rudolph	Approved - 10/27/2020
Amy Shepherd	Approved - 10/29/2020
Aaron Steinwand	Final Approval - 10/29/2020



**Lower Owens River Project  
2019-2020 Work Plan**

**Annual Accounting Report**

**Prepared by Inyo County Water Department  
and  
Los Angeles Department of Water and Power**

**October 27, 2020**

## **Executive Summary**

*The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project* (Post-Implementation Agreement or PIA) requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The Lower Owens River Project Work Plan, Budget, and Schedule, 2019-2020 Fiscal Year (2019-2020 LORP Work Plan and Budget) contained the following categories of tasks under maintenance and monitoring: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and rodent control. It also provided a work plan and budget for the professional services of the LORP MOU Consultants.

## **Background**

The Post-Implementation Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and Budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Under the Post-Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The provisions of the Post-Implementation agreement will terminate July 11, 2022 (PIA Section II.T).

## **2019-2020 Accounting and Adjustment**

The 2019-2020 LORP Work Plan and associated \$544,826.00 Budget was adopted by the Inyo/LA Technical Group on May 9, 2019. The County's projected contribution was \$145,310.00 and LADWP's was \$399,516.00. Actual expenditures were \$454,831.73, with the County contributing \$125,292.18 and LADWP \$329,539.55 (Table 1). The MOU Consultants' charges, paid by the County were \$10,909.00 less than budgeted, so half of that amount (\$5,454.50) will be credited to LADWP. LADWP budgeted \$10,000.00 for a Rodent Control contract and \$18,400.00 was spent. Per the Post- Implementation Agreement Section II.J.3.c., costs for contracted work are adjusted only when contract work is less than the amount budgeted in the approved budget, not for increased contract costs unless agreed upon by both parties; therefore, the LORP credit will not be adjusted for the additional funds expended by LADWP for rodent control, or for the mosquito abatement

contract, Hydrologic Monitoring, and Operations and Maintenance, which all came in under budget. These costs, though they varied from the budget, were split evenly by the parties. To reconcile the LORP credit account, the total difference in budgeted expenses between the County and LADWP, accounting for reconciled consultant costs, divided by the two parties is \$132,557.50. This amount will be deducted from the County's LORP credit.

**Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, Budgeted vs. Actual Expenses, 2019-2020 Fiscal Year**

<b>Inyo County</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Staff Time, Materials, and Equipment</b>	<b>Actual Value of Staff Time, Materials, and Equipment</b>
Biologic and Water Quality	8	8	-	-
Mosquito Abatement	-	-	\$30,000.00	\$20,891.18
MOU Consultant	-	-	\$65,310.00	\$54,401.00
Noxious Species Control	-	-	\$50,000.00	\$50,000.00
<b>Inyo County Totals</b>	<b>8</b>	<b>8</b>	<b>\$145,310.00</b>	<b>\$125,292.18</b>
<b>LADWP</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Staff Time, Materials, and Equipment</b>	<b>Actual Value of Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring	-	-	\$77,160.00	\$64,257.76
Biologic and Water Quality	8	8	-	-
Operations and Maintenance	-	-	\$282,356.00	\$225,990.61
Mosquito Abatement	-	-	\$30,000.00	\$20,891.18
Rodent Control	-	-	\$10,000.00	\$18,400.00
LADWP Totals	<b>8</b>	<b>8</b>	<b>\$399,516.00</b>	<b>\$329,539.55</b>
<b>Combined Total</b>	<b>16</b>	<b>16</b>	<b>\$544,826.00</b>	<b>\$454,831.73</b>
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			<b>(\$132,557.50)</b>	

## **Section 1. Budget Summary by Individual Work Group**

### **Operations and Maintenance, LADWP**

Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance are adjusted as required by Section II.D of the Post-Implementation Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2019-2020 costs for river corridor and BWMA facilities were \$435,864.49. This figure reduced by the combined CPI-adjusted baseline costs (Table 3) for the river corridor and BWMA facilities is \$282,355.97.

Actual costs for operations and maintenance activities in the LORP in the 2019-2020 fiscal year were \$379,499.13. This amount reduced by the CPI- adjusted baseline costs is \$225,990.61. Much of this work focused on cleaning, repairs, and maintenance of the Intake Spillgate and Blackrock Ditch as well as ongoing aqueduct and reservoir keeper labor for patrols and flow changes for the project. Due to the COVID-19 pandemic, LADWP worked with reduced construction workforce from March-June 2020.

### **Hydrologic Monitoring, LADWP**

LADWP budgeted a total of \$77,160.00 for hydrologic monitoring in the 2019-2020 fiscal year. The actual cost was \$64,257.76 (Table 4). The source of the single largest discrepancy for the Hydrographic budget is the cost of the Seasonal Habitat Flows. They required no additional labor (current metering) or maintenance this year. The Hydro maintenance budget is lower than expected because LADWP replaced less instrumentation/sensors than expected.

### **Biological Monitoring, Inyo County and LADWP**

Monitoring, analysis, and report preparation were jointly conducted by the County and LADWP. Eight staff work days were budgeted to each agency to conduct the wetted extent monitoring for the Blackrock Waterfowl Management Area, for a total of 16 people-days. The actual number of people-days spent for this effort was 16 days as budgeted (Table 5).

Although not budgeted under this work plan, both Inyo County and LADWP spent a considerable amount of staff time in the 2019-2020 fiscal year conducting a thorough evaluation of the LORP. The LORP Evaluation is summarized in the 2019 LORP Annual Report.

### **Range Monitoring**

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the MAMP was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2019-2020 LORP Work Plan and Budget. However, actual people days necessary to conduct this work are shown in Table 6.

### **Mosquito Abatement**

During the 2019-2020 Fiscal Year, the Inyo Mono Agricultural Agent charged LADWP and Inyo County a combined total of \$41,782.24 for mosquito abatement activities in the LORP, which is \$18,217.76 less than the \$60,000.00 budgeted (split \$30,000.00 LADWP and \$30,000.00 Inyo County).

According to the Inyo and Mono Counties Agricultural Commissioner's Office (CAC), the amount billed does not reflect the amount budgeted because of a seasonal staffing issues as well as natural fluctuations in mosquito

populations in response to annual precipitation changes. The 2019-2020 precipitation was at average to below average levels leading to a moderate mosquito season. Moderate mosquito seasons do not require extra staff, extended staffing operation, or expensive emergency pesticide applications. All of these quickly raise costs and are unpredictable until the season has started.

**Noxious Weeds**

During the 2019-2020 fiscal year, Inyo County paid a total of \$50,000 for Noxious Species Control in the LORP.

**LORP MOU Consultants (Inyo County)**

Three tasks and travel related costs were described in the 2019-2020 LORP Work Plan and Budget and \$65,310.00 was budgeted for these efforts. The charges for these services totaled \$54,401.00 as shown in Table 7. The \$10,909.00 difference was reconciled by splitting the amount under-budget between the County and LADWP.



**Table 2. LORP Operations and Maintenance Summary of Actual Expenditures, 2019-2020 Fiscal Year**

<b>Labor</b>		
<b>Location/Activity</b>	<b>Total Labor</b>	<b>Total Equipment</b>
<b>River</b>		
Measuring Station Maintenance	\$8,541.80	\$2,448.00
Intake Spillgate	\$37,587.60	\$31,849.85
Thibaut Spillgate and Ditch	\$146.67	\$255.66
Independence Spillgate and Ditch	\$3,546.40	\$4,853.20
Locust Spillgate and Ditch	\$3,120.62	\$7,171.70
Georges Ditch	\$0.00	\$0.00
Alabama Spillgate	\$3,730.20	\$5,057.80
Delta Spillgate	\$0.00	\$0.00
<b>River Subtotal</b>	<b>\$56,673.29</b>	<b>\$51,636.21</b>
<b>Blackrock Waterfowl Management Area</b>		
Blackrock Ditch	\$50,557.78	\$55,761.00
Patrol & Flow Changes (River and BWMA)	\$113,675.20	\$42,010.40
Fence Maintenance (River and BWMA)	\$7,145.25	\$2,040.00
<b>BWMA Subtotal</b>	<b>\$171,378.23</b>	<b>\$99,811.40</b>

<b>TOTALS</b>	
<b>River Total</b>	<b>\$108,309.50</b>
<b>BWMA Total</b>	<b>\$271,189.63</b>
<b>Total O and M</b>	<b>\$379,499.13</b>
<b>CPI Adjusted O and M</b>	<b>\$225,990.61</b>

**Table 3. LORP Operations and Maintenance Cost Adjustment, 2019-2020 Fiscal Year\***

<b>CPI Adjustment</b>	<b>River</b>	<b>BWMA</b>	<b>Combined Adj.</b>
<b>Baseline Costs (per Post Implementation)</b>	\$56,863.00	\$62,798.00	\$119,661.00
2006-2007 4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008 3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009 -1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010 0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011 0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012 3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013 2.1 %	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014 0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015 1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016 1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017 1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018 3.6%	\$70,412.52	\$77,761.73	\$148,174.25
2018-2019 3.6%	\$72,947.37	\$80,561.15	\$153,508.52

*\*Adjusted up or down based on the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index  
([https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_losangeles.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm))*

**Table 4. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures, 2019-2020 Fiscal Year**

Area or Action	Budgeted Person Days	Budgeted Labor Costs	Budgeted Equipment Costs	Total Budgeted Costs	Total Actual Costs
<b>HYDRO OPERATIONS AND MAINTENANCE</b>					
River Stations	30	\$ 12,900	\$ 1,200	\$ 14,100.00	\$ 14,931.20
Seasonal Habitat	20	\$ 8,600	\$ 800	\$ 9,400.00	\$ -
Off River Lakes & Ponds	9	\$ 3,870	\$ 360	\$ 4,230.00	\$ 4,318.12
Flow to Delta	6	\$ 2,580	\$ 240	\$ 2,820.00	\$ 69.47
Blackrock Waterfowl	16	\$ 6,020	\$ 560	\$ 6,580.00	\$ 11,257.61
Reporting Compliance	7	\$ 3,010	\$ 280	\$ 3,290.00	\$ 2,887.76
<b>ENGINEERING</b>					
Reporting Compliance	80	\$ 27,000	\$ -	\$ 27,000.00	\$ 30,793.60
<b>Total Hydro Budget</b>				<b>\$77,160.00</b>	<b>\$64,257.76</b>

**Table 5. LORP Biological and Water Quality, Time Budgeted vs. Actual, 2019-2020 Fiscal Year**

	Budgeted			Actual		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
<b>Biological Monitoring</b>						
<b>Blackrock Waterfowl Management Area</b>						
Waterfowl Area Acreage	16	8	8	8	8	8
<b>Total Person Days on Project</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

**Table 6. LORP Range Monitoring, Time Budgeted vs. Actual, 2019-2020 Fiscal Year (LADWP Only)**

Task	Budgeted People Days	Actual People Days
Utilization	45	42
Irrigated Pasture Condition	5	3
Range Trend	40	44
Analysis and Reporting	20	12
<b>Total</b>	<b>110</b>	<b>101</b>

**Table 7. LORP MOU Consultants, Budgeted vs. Actual Expenditures, 2019-2020 Fiscal Year**

		<b>Budgeted</b>	<b>Actual</b>
<b>Task 1</b>	River and Wetlands Site Visit	\$5,200	\$5,200
<b>Task 2</b>	Annual Report Evaluation and Adaptive Management Recommendations	\$48,100	\$48,100
<b>Task 3</b>	Meetings, Travel, Expenses	\$12,010	\$1,101
	<b>TOTAL</b>	<b>\$65,310</b>	<b>\$54,401</b>

## **Section 2. Adaptive Management**

There was no Adaptive Management proposed under the LORP 2019-2020 Work Plan and Budget.



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Aaron Steinwand

**SUBJECT:** Owens Valley Groundwater Authority Meeting – November 12, 2020

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**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for November 12, 2020.

**SUMMARY/JUSTIFICATION:**

The Board of Directors have resumed a monthly meeting schedule as requested by the Groundwater Sustainability Plan (GSP) consultant to meet the tentative schedule of completing an administrative draft GSP in late February. The November meeting will include consultant presentations and discussion of the GSP Monitoring Plan and data gaps, Sampling and Data Analysis Plan, and Sustainable Management Criteria. There will be a brief review of planned work on groundwater dependent ecosystems that will be included in GSP as future projects to finish the discussion started in September. In order to allow ample time for discussion of the GSP elements, OVGA staff reports on current finances and the status of the OVGA website are the only other items on the agenda.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD

**FINANCING:**

N/A

**ATTACHMENTS:**

1. OVGA Agenda Draft

**APPROVALS:**

Aaron Steinwand

Created/Initiated - 10/23/2020



Darcy Ellis  
Aaron Steinwand  
Marshall Rudolph  
Amy Shepherd  
Aaron Steinwand

Approved - 10/23/2020  
Approved - 10/26/2020  
Approved - 10/27/2020  
Approved - 10/27/2020  
Final Approval - 10/28/2020

## Owens Valley Groundwater Authority

November 12, 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 OVGA 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 Bishop City Council Chambers are 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 HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon 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 at the Board's discretion.)

1. Pledge of allegiance.
  2. Public comment.
  3. Introductions.
  4. Approval of minutes from the October 8, 2020 OVGA Board meeting.
  5. Board Member Reports.
  6. OVGA staff reports
    - a. Financial Report
    - b. Report on website development
  7. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
  8. Discussion regarding future agenda items and set next OVGA meeting.
  9. Adjourn.
-

Members: Big Pine CSD - City of Bishop - County of Inyo - County of Mono - Indian Creek Westridge CSD  
Interested Parties: Lone Pine Paiute Shoshone Tribe - Owens Valley Committee

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Join the November 12, 2020 OVGA webinar via phone:



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Accept Illegal Cannabis Suppression Agreement increase for FY 2020-2021.

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**RECOMMENDED ACTION:**

Request Board amend the Fiscal Year 2020-2021 Illegal Cannabis Suppression Budget 671507 as follows: increase estimated revenue in Federal Grants Revenue Code No. 4555 by \$10,000 and increase appropriation in Overtime object code 5003 by \$7,000, Personal & Safety Equipment object code 5112 by \$2,000, and Office & Other Equipment object code 5232 by \$1,000 (*4/5ths vote required*).

**SUMMARY/JUSTIFICATION:**

The US Drug Enforcement Department is again offering local law enforcement agencies additional grant funds for cannabis eradication and suppression. This year, the agreement was increased by an additional \$10,000 for eradication and suppression efforts.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On February 18, 2020, your board approved the Domestic Cannabis Eradication/Suppression agreement with the Drug Enforcement Administration (DEA) for \$10,000. The DEA issued an amendment letter in July 2020 increasing the funding amount from \$10,000 to \$20,000 for FY 2020-2021.

Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo Narcotic Teams ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the additional funding amount for illegal cannabis eradication and suppression and direct staff to find alternative funding sources, use general fund monies or suspend eradication or suppression activities. Based on the counties limited resources, staff does not recommend any of these alternatives.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

The funds will be budgeted in the FY 2020-2021 Domestic Cannabis Eradication/Suppression Budget Unit

#671507.

**ATTACHMENTS:**

1. DEA Agreement
2. 20200218Sheriff - DEAGrantRatification

**APPROVALS:**

Riannah Reade	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/27/2020
Riannah Reade	Approved - 10/27/2020
Marshall Rudolph	Approved - 11/2/2020
Denelle Carrington	Approved - 11/2/2020
Amy Shepherd	Approved - 11/2/2020
Jeffrey Hollowell	Final Approval - 11/3/2020





U.S. Department of Justice  
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

AGREEMENT NUMBER: 2020- 17

AMENDMENT NUMBER: 01

THIS AMENDMENT, dated August 9, 2020 , to Letter of Agreement Number (LOA) 2020- 17 between the **Inyo County Sheriff's Office** hereinafter referred to as (**THE AGENCY**) and the **Drug Enforcement Administration (DEA)** is for the purpose of INCREASING the amount of funds provided by the DEA to the above state/county agency.

Upon application and for good cause having been shown, the **DEA** agrees to amend the LOA with **THE AGENCY** to increase funds in the amount of

**TEN THOUSAND DOLLARS (\$10,000.00)**

in addition to the

**TEN THOUSAND DOLLARS (\$10,000)**

originally agreed to in paragraph 2 of the LOA to defray costs relating to the eradication and suppression of marijuana. Total allocation for LOA Number 2020- 17 is now

**TWENTY THOUSAND DOLLARS (\$20,000)**

All other provisions of the Letter of Agreement remain the same.

THE AGENCY's current DUNS No. is 10706687

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires thirty days from date of issuance. Agreement issued on July 9, 2020

**Agency Name:**

Printed Name: Jeff R. Howell

Signature: [Handwritten Signature]

(Blue Ink Only)

Title: Sheriff

Date: 8/10/20

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 18<sup>th</sup> day of February 2020 an order was duly made and entered as follows:

*Sheriff –  
DEA Grant  
Ratification*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to ratify and approve the Domestic Cannabis Eradication/Suppression Program Agreement No. 2020-17 between the County of Inyo and U.S. Department of Justice, Drug Enforcement Administration for the provision of illegal cannabis eradication and detection grant funding in an amount not to exceed \$10,000 for the period of October 1, 2019 through September 30, 2020, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; B) authorize the Sheriff or Designee to sign all necessary documents; and C) authorize the Treasurer-Tax Collector to sign as the authorized agency representative to enable electronic fund transfer, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 18<sup>th</sup>  
Day of FEBRUARY, 2020

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: Sheriff DATE: February 20, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

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



# County of Inyo



#18

## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** February 18, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Approval of the Drug Enforcement Administration (DEA) Domestic Cannabis Eradication/Suppression Grant

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**RECOMMENDED ACTION:**

Request Board: A) ratify and approve the Domestic Cannabis Eradication/Suppression Program Agreement No. 2020-17 between the County of Inyo and U.S. Department of Justice, Drug Enforcement Administration for the provision of illegal cannabis eradication and detection grant funding in an amount not to exceed \$10,000 for the period of October 1, 2019 through September 30, 2020, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; B) authorize the Sheriff or Designee to sign all necessary documents; and C) authorize the Treasurer-Tax Collector to sign as the authorized agency representative to enable electronic fund transfer, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The US Drug Enforcement continues to offer local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. This year's grant award is \$10,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance MINT's ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The County submits an annual strategic plan to the U.S. DOJ, DEA outlining prior year activities and current plan with anticipated expenses.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept the grant funding and use general fund for illegal cannabis detection and eradication.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Treasurer's Office  
County Counsel

**FINANCING:**

The funds are budgeted in the Domestic Cannabis Eradication/Suppression Grant #671507

**ATTACHMENTS:**

1. USDEA ILLEGAL CANNABIS LETTER OF AGREEMENT

**APPROVALS:**

Riannah Reade	Created/Initiated - 1/28/2020
Riannah Reade	Approved - 1/29/2020
Darcy Ellis	Approved - 1/29/2020
Riannah Reade	Approved - 1/29/2020
Marshall Rudolph	Approved - 1/29/2020
Amy Shepherd	Approved - 1/29/2020
Alisha McMurtrie	Approved - 1/29/2020
Jeffrey Hollowell	Final Approval - 1/29/2020



**U.S. Department of Justice  
Drug Enforcement Administration**

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Agreement Number 2020-17

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S OFFICE (SF)**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marijuana in the Controlled Substances Act (21 U.S.C. 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures**



***per incident, to include the submission of significant items for de-confliction and information sharing purposes.***

- g. Submit the signed DEA monthly expenditure report with a copy of **THE AGENCY** general ledger electronically with the original mailed to the DCE/SP Regional Contractor. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft and when overtime is claimed, the officer's name(s), date worked, hours worked, and rate of pay are REQUIRED. NOTE: Zero monthly expenditures are also required.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.
3. DEA will pay to **THE AGENCY** Federal funds in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)** for the period of October 1, 2019 to September 30, 2020, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

**THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the

Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. **[Agency Initials \_\_\_\_\_]**

All purchases of equipment, supplies and other resources must be requested in writing, **through** the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. **[Agency Initials \_\_\_\_\_]** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase.** **[Agency Initials \_\_\_\_\_]** All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services

unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. §§ 200.313/200.314), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. §§ 200.313/200.314, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payments by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. No funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure will be documented on the September (FINAL) DCE/SP Monthly Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), OMB **Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [erd.fac@census.gov](mailto:erd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-20 (10/01/2019 through 09/30/2020)**).
10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by

reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for six years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This



Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31<sup>st</sup>.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM [www.sam.gov](http://www.sam.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

**Note: It is *THE AGENCY's* responsibility to update their SAM registration annually or whenever a change occurs.**

***THE AGENCY's*** current DUNS No. is \_\_\_\_\_

***THE AGENCY's*** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on \_\_\_\_\_.

**INYO COUNTY SHERIFF'S OFFICE (SF)**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

Special Agent in Charge – San Francisco Field Division Date: \_\_\_\_\_

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

**ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:**

2020/AFF-B-OP/OM/8210000/DEA-JLE/DCE: \_\_\_\_\_  
\_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ DNC No. \_\_\_\_\_

DNO No. \_\_\_\_\_ DDP No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*



**U. S. Department of Justice  
Drug Enforcement Administration  
Investigative Support Section (ODS)  
DEA Headquarters**

*www.dea.gov*

October 1, 2019

All Domestic Cannabis  
Eradication/Suppression Program (DCE/SP)  
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	<u>Inyo County Treasury General</u>
Account Number:	<u>2740013710</u>
Name of Bank/Financial Institution:	<u>Union Bank</u>
Address of Bank/Financial Institution:	<u>445 S Figueroa St., 8th Flr., Los Angeles, Ca. 90071</u>
Telephone Number of Bank/Financial Institution:	<u>(800)798-6466</u>
Contact Person of Bank/Financial Institution:	<u>Michael Brody</u>
Bank/Financial Institution ABA Number:	<u>122000496</u>
State-Local Agency Name / LOA Number:	<u>Inyo County Sheriff 2020-17</u>
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	<u>lharnner@inyocounty.us</u>

\_\_\_\_\_  
Authorized Agency Representative (Name & Title)

\_\_\_\_\_  
Signature of Authorized Agency Representative

\_\_\_\_\_  
Date

Investigative Support Section (ODS)  
DEA Headquarters



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

tion with a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (c) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**1. Grantee Name and Address:**

Inyo County Sheriff  
P.O. Drawer S., 550 S. Clay St., Independence, Ca. 93526

**2. Application Number and/or Project Name**

2020-17

**3. Grantee IRS/Vendor Number**

95-6005445

**4. Typed Name and Title of Authorized Representative**

Jeff R. Hollowell

**5. Signature**

**6. Date**

(BLUE INK ONLY)





## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency Name & LOA Number: Inyo County Sheriff 2020-17



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Request Board approve Budget Amendments for the Off Highway Vehicle Grant 623520, the Sheriff Safety Budget 022710 and the Sheriff General Budget 022700

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**RECOMMENDED ACTION:**

Request Board A) amend the Fiscal Year 2020-2021 OHV Grant Budget 623520 as follows: increase estimated revenue in State Grants Revenue Code No. 4498 by \$23,543; and decrease appropriations in General Operating object code 5311 by \$2,000; decrease appropriations in Internal Charges object code 5121 by \$9,457; and increase appropriation in Vehicles object code 5655 by \$35,000; B) amend the Fiscal Year 2020-2021 Sheriff Safety Budget 022710 as follows: decrease estimated revenue in Intra County Charges Revenue Code No. 4821 by \$9,457; and C) amend the Fiscal Year 2020-2021 Sheriff General Budget 022700 as follows: decrease appropriations in Overtime object code 5003 by \$9,457 (*4/5ths vote required*)

**SUMMARY/JUSTIFICATION:**

The Inyo County Sheriff's Office applied for and was awarded a grant from the Department of Parks and Recreation Off-Highway Vehicle (OHV) Program for \$65,543. The Final Award was posted on August 7, 2020 pursuant to the OHV Grant Program schedule. In prior years the final award amount has been made publicly available during the month of July, offering enough time to enter accurate budget information in the automated Inyo County accounting system. The OHV Grant Division has moved their award posting date to August; therefore, a budget amendment is the necessary course of action in order to begin spending down the grant award.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Budget Amendment, but this alternative is not recommended. The OHV monies have historically been a valuable resource to Inyo County, and the grant award has already been allocated to the Inyo County Sheriff's Office.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Board of Supervisor's  
County Administrative Office

County Counsel's Office  
State Parks & Recreation

**FINANCING:**

The OHV grant was higher than originally budgeted, this budget amendment will allow for full expenditure of grant. There will be sufficient savings in the Sheriff General Budget overtime object code to facilitate the changes in the Sheriff Safety and Sheriff General budgets.

**ATTACHMENTS:**

1. OHV AWARD

**APPROVALS:**

Riannah Reade	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/28/2020
Denelle Carrington	Approved - 10/28/2020
Riannah Reade	Approved - 10/28/2020
Amy Shepherd	Approved - 10/29/2020
Marshall Rudolph	Approved - 10/29/2020
Jeffrey Hollowell	Final Approval - 10/29/2020



Intent to Award  
2018/2019 Grants and Cooperative Agreements  
Local Law Enforcement Projects

#	Applicant	Project Title	Project Number	Applicant Request	Division Recommendation	Base Award	Amount Less Base Award	Proportional Award Percent	Additional Award	Total Award	Balance (See note)
1	Alameda County Sheriff's Office	Law Enforcement	G18-03-27-L01	\$ 62,753	\$ 62,753	\$ 10,000	\$ 52,753	34.445329	\$18,171	\$28,171	\$2,880,000
2	Alpine County Sheriff's Office	Law Enforcement grant cycle 2018/2019	G18-03-01-L01	\$ 146,882	\$ 146,882	\$ 10,000	\$ 136,882	34.445329	\$47,149	\$57,149	\$2,851,829
3	Amador County Sheriff's Office	Law Enforcement	G18-03-50-L01	\$ 18,093	\$ 18,093	\$ 10,000	\$ 8,093	34.445329	\$2,788	\$12,788	\$2,781,892
4	Calaveras County Sheriff's Department	Law Enforcement	G18-03-03-L01	\$ 104,386	\$ 104,386	\$ 10,000	\$ 94,386	34.445329	\$32,511	\$42,511	\$2,739,381
5	City of California City	Law Enforcement	G18-03-26-L01	\$ 185,452	\$ 185,452	\$ 10,000	\$ 175,452	34.445329	\$60,435	\$2,688,946	\$2,688,946
6	City of Fresno Police Department	Law Enforcement	G18-03-94-L01	\$ 120,123	\$ 115,216	\$ 10,000	\$ 105,216	34.445329	\$36,242	\$46,242	\$2,622,704
7	City of Hesperia Police Department	Law Enforcement	G18-03-58-L01	\$ 42,887	\$ 42,887	\$ 10,000	\$ 32,887	34.445329	\$11,328	\$21,328	\$2,601,375
8	Colusa County Sheriff's Office	Law Enforcement	G18-03-05-L01	\$ 28,186	\$ 28,186	\$ 10,000	\$ 18,186	34.445329	\$6,264	\$16,264	\$2,585,111
9	El Dorado County Sheriff's Office	Law Enforcement	G18-03-07-L01	\$ 284,847	\$ 267,481	\$ 10,000	\$ 257,481	34.445329	\$88,690	\$98,690	\$2,486,421
10	Fresno County Sheriff's Office	Law Enforcement	G18-03-08-L01	\$ 261,901	\$ 261,901	\$ 10,000	\$ 251,901	34.445329	\$86,768	\$96,768	\$2,389,653
11	Humboldt County Sheriff's Office	Law Enforcement	G18-03-11-L01	\$ 268,089	\$ 261,089	\$ 10,000	\$ 251,089	34.445329	\$86,488	\$96,488	\$2,293,165
12	Imperial County Sheriff's Office	Law Enforcement	G18-03-09-L01	\$ 517,413	\$ 499,413	\$ 10,000	\$ 489,413	34.445329	\$168,580	\$178,580	\$2,114,585
13	Inyo County Sheriff's Department	Law Enforcement	G18-03-30-L01	\$ 167,500	\$ 164,467	\$ 10,000	\$ 154,467	34.445329	\$53,207	\$63,207	\$2,051,378
14	Kern County Sheriff's Office	Law Enforcement	G18-03-25-L01	\$ 564,134	\$ 564,134	\$ 10,000	\$ 554,134	34.445329	\$190,873	\$200,873	\$1,850,505
15	Lake County Sheriff's Office	Law Enforcement	G18-03-64-L01	\$ 89,912	\$ 89,136	\$ 10,000	\$ 79,136	34.445329	\$27,259	\$37,259	\$1,813,246
16	Lassen County Sheriff's Department	Law Enforcement	G18-03-65-L01	\$ 140,367	\$ 140,367	\$ 10,000	\$ 130,367	34.445329	\$44,905	\$54,905	\$1,758,341
17	Los Angeles County Sheriff's Department	Law Enforcement-Palmdale	G18-03-10-L01	\$ 149,898	\$ 149,898	\$ 5,000	\$ 144,898	34.445329	\$49,911	\$54,911	\$1,703,430
18	Los Angeles County Sheriff's Department	Law Enforcement-Santa Clarita	G18-03-10-L02	\$ 287,100	\$ 287,100	\$ 5,000	\$ 282,100	34.445329	\$97,170	\$102,170	\$1,601,260
19	Los Angeles Police Department / Valley Traffic Division Off Road Unit	Law Enforcement	G18-03-66-L01	\$ 256,753	\$ 243,753	\$ 10,000	\$ 233,753	34.445329	\$80,517	\$90,517	\$1,510,743
20	Madera County Sheriff's Office	Law Enforcement	G18-03-33-L01	\$ 419,318	\$ 86,423	\$ 10,000	\$ 76,423	34.445329	\$26,324	\$36,324	\$1,474,419
21	MODOC County Sheriff's Office	Law Enforcement	G18-03-83-L01	\$ 74,250	\$ 74,250	\$ 10,000	\$ 64,250	34.445329	\$22,131	\$32,131	\$1,442,288
22	Mono County Sheriff's Department	Law Enforcement	G18-03-12-L01	\$ 91,900	\$ 91,900	\$ 10,000	\$ 81,900	34.445329	\$28,211	\$38,211	\$1,404,077
23	Napa County Sheriff's Office	Law Enforcement	G18-03-35-L01	\$ 38,802	\$ 38,802	\$ 10,000	\$ 28,802	34.445329	\$9,921	\$19,921	\$1,384,156
24	Placer County Sheriff's Office	Law Enforcement-Auburn	G18-03-72-L01	\$ 164,408	\$ 162,952	\$ 5,000	\$ 157,952	34.445329	\$54,407	\$59,407	\$1,324,749
25	Placer County Sheriff's Office	Law Enforcement-Tahoe	G18-03-72-L02	\$ 182,285	\$ 182,285	\$ 5,000	\$ 177,285	34.445329	\$61,066	\$66,066	\$1,258,683
26	Plumas County Sheriff's Office	Law Enforcement	G18-03-13-L01	\$ 133,544	\$ 133,544	\$ 10,000	\$ 123,544	34.445329	\$42,555	\$52,555	\$1,206,128
27	Ridgecrest Police Department	Law Enforcement	G18-03-46-L01	\$ 180,629	\$ 174,529	\$ 10,000	\$ 164,529	34.445329	\$66,673	\$66,673	\$1,139,455
28	Riverside County Sheriff's Department	Law Enforcement	G18-03-14-L01	\$ 198,291	\$ 194,524	\$ 10,000	\$ 184,524	34.445329	\$63,560	\$73,560	\$1,065,895
29	San Bernardino County Sheriff's Department	Law Enforcement-Barstow Station	G18-03-15-L01	\$ 163,758	\$ 163,758	\$ 2,000	\$ 161,758	34.445329	\$55,718	\$57,718	\$1,008,177
30	San Bernardino County Sheriff's Department	Law Enforcement-Colorado River Station	G18-03-15-L02	\$ 203,882	\$ 203,882	\$ 2,000	\$ 201,882	34.445329	\$69,539	\$71,539	\$936,638
31	San Bernardino County Sheriff's Department	Law Enforcement-Twin Peaks Station	G18-03-15-L03	\$ 205,729	\$ 205,729	\$ 2,000	\$ 203,729	34.445329	\$70,175	\$72,175	\$864,463
32	San Bernardino County Sheriff's Department	Law Enforcement-Victor Valley Station	G18-03-15-L04	\$ 237,943	\$ 237,943	\$ 2,000	\$ 235,943	34.445329	\$81,271	\$83,271	\$781,192
33	San Bernardino County Sheriff's Department	Law Enforcement-Morongo Station	G18-03-15-L05	\$ 275,253	\$ 274,923	\$ 2,000	\$ 272,923	34.445329	\$94,009	\$96,009	\$685,182



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Melissa Best-Baker

**SUBJECT:** Request Board authorize payment to I.D.E.A Consulting of Davis, California for prior-year invoices in the amount of 2,190.00 for consulting services.

---

**RECOMMENDED ACTION:**

Request Board authorize payment of prior-year invoices in the amount of \$2,190 to I.D.E.A Consulting of Davis, CA for consulting services.

**SUMMARY/JUSTIFICATION:**

The Department was recently contacted by I.D.E.A. Consulting, an HHS contractor, requesting an update on their April invoice for services. The Department was unable to find any record that the invoice had been either received or paid. I.D.E.A. has provided a duplicate invoice and documentation for services rendered during that period. Additionally, the Department has implemented a process to ensure that contractors are submitting payments timely and being paid. We are requesting authorization to pay the invoice for the April 2020 services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny paying the invoice and our provider may terminate the current contract with us.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

MHSA Funds. This will be paid out of the Mental Health budget (045200) and Professional Services object code (5265). No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis

Created/Initiated - 10/28/2020  
Approved - 10/30/2020



Rhiannon Baker  
Marilyn Mann  
Melissa Best-Baker  
Marilyn Mann  
Amy Shepherd

Approved - 11/2/2020  
Approved - 11/3/2020  
Approved - 11/3/2020  
Approved - 11/4/2020  
Final Approval - 11/3/2020



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 10, 2020

**FROM:** Lucy Vincent

**SUBJECT:** Ratification and approval of the Multi-Year contract with Department of Health Care Services for Drug Medi-Cal (DMC) services for substance use treatment for Fiscal Years 2020-2021 through 2022-2023.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Department of Health Care Services of California for the provision of Drug Medi-Cal services for substance use treatment in an amount not to exceed \$172,500 annually, and a total contract amount not to exceed \$517,500, for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreements, Contractor Certification Clauses, and the California Civil Rights Laws Certification.

**SUMMARY/JUSTIFICATION:**

The contract comes to your Board as an approval and ratification as it was received by the Department on October 28, 2020.

This is a standard contract between the County of Inyo and the Department of Health Care Services for DMC services for substance use treatment. Of note is the fact that beginning last year, the DMC funding was separated from the Substance Use Disorder (SUD) funding received through the Substance Abuse Block Grant (SABG) and therefore is a separate contract. This is the State's standard multi-year contract process and the State will provide annual amendments to the contract reflecting any changes or redistribution of federal funds. The Department will bring the SUD contract before your Board for consideration once it is received from the State. The Department is respectfully requesting your Board approve and ratify the contract as requested and authorize Health and Human Services Director to sign the required documents.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for DMC services for substance use treatment in the County of Inyo.

**OTHER AGENCY INVOLVEMENT:**

State of California – Health and Human Services Agency Department of Health Care Services

**FINANCING:**

Federal and 2011 Realignment Funds. This will be brought in as Revenue to the Substance Use Disorders Budget (045315) as Insurance Payments (4747).

**ATTACHMENTS:**

1. California Civil Rights Laws Certification
2. Contractor Certification Clause
3. Standard Agreement - DMC - Inyo

**APPROVALS:**

Lucy Vincent	Created/Initiated - 10/30/2020
Darcy Ellis	Approved - 10/30/2020
Lucy Vincent	Approved - 10/30/2020
Marilyn Mann	Approved - 11/2/2020
Melissa Best-Baker	Approved - 11/3/2020
Marshall Rudolph	Approved - 11/3/2020
Amy Shepherd	Approved - 11/4/2020
Marilyn Mann	Final Approval - 11/4/2020

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Executed in the County of		Executed in the State of
Date Executed		

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,



4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
  1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

DRAFT

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