Agenda

County of Inyo
Board of Supervisors

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

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

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

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

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

December 8, 2015

8:30 a.m. 1. ***PUBLIC COMMENT***

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** - decision whether to initiate litigation (three case).

3. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(2)*** – significant exposure to potential litigation (two cases).

4. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Officers' Association (ICPOAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

5. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

6. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

7. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1)*** – *Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).

OPEN SESSION

10:00 a.m. ***PLEDGE OF ALLEGIANCE***

8. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***

9. ***PUBLIC COMMENT***

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

10. Request approval of Amendment #8 to the Contract between the County of Inyo and Allan D. Kotin & Associates to extend the term of the Contract to June 30, 2016; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

11. ***Personnel*** - Request Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with the John Carl Vallejo, the successful candidate for Senior Assistant County Counsel position at Range 97 ($8,423 - $10,242), Step E.

12. ***Risk Management*** – Request approval of Amendment No. 2 to the Contract between the County of Inyo and John D. Kirby A.P.C. for provision of Civil Litigation Attorney Services, exercising the option to extend to an ending date of June 30, 2016; and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR – PLANNING

13. Request approval of Amendment #14 to the Agreement between the County of Inyo and Gruen Gruen + Associates (GGA) to extend the term of the Agreement to June 30, 2016; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PLANNING

14. ***Yucca Mountain*** – Request Board certify that $65,382.62 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provision of that Act (Public Law 97-425); and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85); authorize the Chairperson to sign; and direct staff to submit the certification to the U.S. Department of Energy.

HEALTH AND HUMAN SERVICES

15. ***ESAAA*** – Request Board make appointments to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council to complete terms ending December 11, 2017 as follows: Margaret Erbeck of Bishop representing the Family Caregiver category; JoAnn Poncho of Bishop representing the Leadership category; Karen Hoodman of Bishop representing Low Income Older Adults category; and Cheryl Isbell of Walker, representing the Family Caregiver category. *(Notice of vacancy received from Ms. Hoodman; Ms. Poncho; Ms. Erbeck and Ms. Isbell.)*

16. ***Social Services*** – Request Board approve and ratify the repair and replacement of refrigeration components at the Bishop Senior Center in the amount of $10,136.79.

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

17. ***DISTRICT ATTORNEY*** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a BPAR Legal Secretary position comes from the General Fund as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment is more appropriate to ensure a qualified applicant pool; and C) approve the hiring of one BPAR Legal Secretary I at Range 56 ($3,163 - $3,839) or II at Range 60 ($3,471 - $4,216).

18. ***HEALTH AND HUMAN SERVICES – Social Services*** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Health and Human Services Specialist position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment is more appropriate; and C) approve the hiring of one Health and Human Services Specialist III, at Range 57 ($3,232 - $3,927).

19. ***HEALTH AND HUMAN SERVICES – Miscellaneous –*** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Office Technician position exits in various HHS budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment is more appropriate; and C) approve the hiring of one Office Technician III at Range 63 ($3,716 - $4,522); and D) if an internal candidate is chosen for the position, authorize the filling of the resulting vacancy with an Office Technician I or II.

20. ***ROAD DEPARTMENT -*** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for Temporary/Seasonal Maintenance Worker positions exists within the Road Department Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where the candidates meet the qualifications for the position, the vacancies will be filled through an open recruitment; and C) approve the hiring of five Temporary/Seasonal Maintenance Workers at Range PT50 ($14.46 per hour.)

21. ***ROAD DEPARTMENT –*** Request Board A) amend the FY 2015-2016 Road Budget Unit 034600 by increasing State Grants *(Revenue Code #4498)* by $558,700, recognize additional fund balance of $196,300 in the Road Budget and increase Equipment *(Object Code #5650)* by $755,000; *(4/5's vote required);* B) approve the purchase of one 2015 John Deere 672 GP Motor Grader in the amount of $318,307.25 and one 2015 John Deere 624 K Loader in the amount of $197,693.72 from Blaine Equipment Sales; and C) approve the purchase of one 2015 LM220 loader mounted snow blower attachment in the amount of $121,537.80 from RPM Tech.

22. ***PUBLIC WORKS*** – Request Board A) accept public comment on the Eastern Sierra ATV Adventure Trails System Pilot Project; B) conduct an initial review of a draft report to the California Legislature summarizing the Assembly Bill 628 combined use Pilot Project; and C) provide direction to staff regarding the draft report.

23. ***PLANNING –*** Request Board review and approve the Updated Desert Tortoise Management Oversight Group Charter; and authorize the Chairperson to sign.

24. ***PLANNING –*** Request Board receive a presentation regarding the Medical Marijuana Regulation and Safety Act of 2015 including Assembly Bill 266 (Bonta, 2015), Assembly Bill 243 (Wood, 2015) and Senate Bill 643 (McGuire, 2015), and provide direction.

25. ***PLANNING*** – Request Board receive a presentation on and review the Proposed Land Use Amendment and Final Environmental Impact Statement for Phase I of the Desert Renewable Energy Conservation Plan, and consider directing submittal of a Protest in regards thereto.

26. ***COUNTY ADMINISTRATOR – Risk Management*** – Request approval of the Contract between the County of Inyo and Porter Scott, a Professional Corporation (Carl Fessenden, Esq. Contract) for the provision of Civil Litigation Attorney Services for the period of December 9, 2015 through June 30, 2016, at the rate of $220 per hour, for a total amount not to exceed $100,000; and authorize the Chairperson to sign. *(4/5's vote required.)*

27. ***COUNTY ADMINISTRATOR - Emergency Services -*** Request Board continue the local emergency, The Death Valley Roadeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

28. ***COUNTY ADMINISTRATOR – Emergency Services -*** Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

29. ***COUNTY ADMINISTRATOR - Emergency Services -*** Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.

30. ***COUNTY ADMINISTRATOR - Emergency Services –*** Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

31. ***COUNTY ADMINISTRATOR – Emergency Services -*** Request Board continue the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

32. ***CLERK OF THE BOARD*** – Request approval of the minutes of the November 17, 2015 Board of Supervisors Meeting.

TIMED ITEMS (Items will not be considered before scheduled time)

11:15 a.m. 33. ***PLANNING*** – Request Board receive a presentation on the status of Rural Desert Southwest Brownfields Coalition activities across the Coalition area and in Inyo County; and review community activities and discuss sites to be assessed.

11:45 a.m. 34. ***MT. WHITNEY CEMETERY DISTRICT*** – Request Board A) conduct a ***public hearing,*** per Health and Safety Code Section 9025, to receive and consider any written or oral comments regarding Mt. Whitney Cemetery District Resolution 1-2015, requesting a change in the membership of the Board of Trustees from three positions to five positions; B) approve a resolution titled "A Resolution of the Inyo County Board of Supervisors, State of California, Increasing the Number of Members of the Mount Whitney Cemetery District Board;" and C) appoint Linda Duarte and Marlene Cierniak to the Mt. Whitney Cemetery District Board of Trustees to complete unexpired four-year terms ending May 31, 2019, *(Notice of vacancy resulted in requests for appointment being received from Ms. Duarte and Ms. Cierniak.)*

CORRESPONDENCE – ACTION (To be considered at the Board's convenience)

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

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

36. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

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

FROM: County Administrator

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Amendment #8 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

DEPARTMENTAL RECOMMENDATION

Request Board approve Amendment #8 to the Contract between the County of Inyo and Allan D. Kotin & Associates to extend the term of the contract to June 30, 2016 and authorize Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

In December of 2011, your Board approved a contract with Allan D. Kotin and Associates (ADK&A), a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm have been retained by the County to advise and represent the County on two potential and relatively complex real estate projects: (1) the Consolidated Office Building, for which the County has entered into an Exclusive Negotiation Agreement with Joseph Enterprises; and, (2) the evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Game, Sierra Nevada Conservancy, and Friends of Mount Whitney Fish Hatchery.

The recommended amendment to ADK&A contract will allow for Mr. Kotin's continued participation in both the Mount Whitney Fish Hatchery and Consolidated Office Building projects if and when those projects move forward.

ALTERNATIVES

Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in discussions regarding the long-term disposition of the Mount Whitney Fish Hatchery, or continue with its thorough analysis and negotiation of the Consolidated Office Building project.

OTHER AGENCY INVOLVEMENT

County Counsel, Public Works and County Administration are working with Mr. Kotin relative to negotiations with Joseph Enterprises for the Consolidated County Office Building Project. Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery involve County staff and Mr. Kotin working with the State Department of Fish and Game, Sierra Nevada Conservancy, Friends of Mt. Whitney Fish Hatchery, the Rural Desert Southwest Brownfields Coalition, U.S. EPA, and, possibly, the State Department of General Services and the County's legislative delegation.

FINANCING

The Funding for this agreement was included in the Board approved Fiscal Year 2015-2016 CAO Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 11/18/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 11/19/2015
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 11/17/15

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

INY 111

AMENDMENT NUMBER 8 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF Real Estate Consulting SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allan D. Kotin & Associates of Los Angeles, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 20, 2011 on County of Inyo Standard Contract No. 156 for the term from November 1, 2011 (Extended to December 31, 2015 by Amendment #7).

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from November 1, 2011 to June 30, 2016 unless sooner terminated as provided below.

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

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

AMENDMENT NUMBER 8 TO

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF Real Estate Consulting SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

ALLAN D. KOTIN
Type or Print

Dated: 11-4-2015

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Request to enter into personal services contract

DEPARTMENTAL RECOMMENDATION:

Request your Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with the John Carl Vallejo, the successful candidate for Senior Assistant County Counsel position at Range 97 ($8,423 - $10,242), Step E.

SUMMARY DISCUSSION:

On October 6, 2015, your Board authorized authorize hiring one Deputy County Counsel III Range 86 ($6,436-$7,822); Deputy County Counsel IV Range 89 ($6,931-$8,417); Assistant County Counsel Range 95 ($8,018 - $9,757); or, a Senior Assistant County Counsel Range 97 ($8,423 - $10,242). The ensuing recruitment process resulted in Mr. Vallejo being rated the top candidate for the position. He possesses the education, experience, skills, and qualities that warrant appointing him as Senior Assistant County Counsel at the E Step.

The position of Senior Assistant County Counsel is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), making the position an 'at-will' position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; the Deputy or Assistant County Administrator, Psychiatrist; members of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service). The contract proposed for the Senior Assistant County Counsel is the same contract your Board approved for the Assistant County Administrator, and both are essentially the same contract that your Board executes with its appointed department heads. The contract serves to better define the position's 'at-will' status by specifying the contract may be terminated by the County "without cause, and at will, for any reason" by providing 90-days written notice of such intent to terminate. The contract also serves to clarify the position (Senior Assistant County Counsel) is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations

ALTERNATIVES:

Your Board could decide not to approve the contract but this is not recommended as it is critical that County Counsel's Office fill its vacant attorney position, and Mr. Vallejo has the skills and experience to make an immediate contribution to the Office and the County.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding for the position in the remainder Fiscal Year 2015-2016 County Counsel Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd ✓ Approved:_____ Date 12/2/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue DC ✓ Approved:_____ Date 12/1/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Kevin Carunchia by Sue DC Date: 12/1/15
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR ASSISTANT COUNTY COUNSEL

INTRODUCTION

WHEREAS, John Carl Vallejo (hereinafter referred to as "Assistant" has been duly appointed as Senior Assistant County Counsel for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Assistant desire to set forth the manner and means by which Assistant will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Assistant hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Assistant under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the County Counsel.

3. TERM.

The term of this Agreement shall be from December 31, 2015 until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Assistant for the travel expenses and per diem which Assistant incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Assistant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Assistant without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Assistant will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Assistant by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Assistant's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant that the performance of these services and work will require a varied schedule. Assistant, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement. Further, during the term of this Agreement, Assistant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Officer to practice law in the State of California and before all appropriate federal courts. All other licenses. certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Assistant will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

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

product of, Assistant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Assistant is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Assistant harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Ninety (90) days written notice of such intent to terminate. This Agreement may otherwise only be terminated by County for cause. Such termination for cause shall be in accordance with all of the terms, conditions, and procedures which govern termination of permanent status merit system employees.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

18. AMENDMENT.

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

19. NOTICE.

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

County of Inyo
County Administrator Department
P.O. Drawer N Mailing Address
Independence, CA 93526 City and State

Assistant:
John Carl Vallejo Name
132 Summit Road Street
Bishop, CA 93514 City and State

20. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR ASSISTANT COUNTY COUNSEL

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

COUNTY OF INYO

By:_____

Dated:_____

ASSISTANT

By: John-Carl Vallejo
Print or Type Name

_____
Signature

Dated: 12/01/2015

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

Elected-ApptdOfficials/P.208

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR ASSISTANT COUNTY COUNSEL**

TERM:

FROM: December 31, 2015 TO: TERMINATION

SCOPE OF WORK:

Assistant shall perform the duties and responsibilities as identified in the job description for Senior Assistant County Counsel attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR ASSISTANT COUNTY COUNSEL**

TERM:

FROM: December 31, 2015 TO: TERMINATION

SCHEDULE OF FEES:

1. Assistant shall be paid at Range 97 (Currently $8,423 - $10,242 per month), Step E (currently $10,242). Senior Assistant County Counsel and shall be paid every two weeks on County paydays.

2. The County Counsel will review Assistant's performance annually. As a result of such review, the County Counsel may recommend to the County Administrator and, in the County Administrator's discretion, the County Administrator may authorize an increase in Assistant's salary to a higher step in the range for Assistant's position.

3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.

4. County will provide and maintain a motor vehicle for Assistant's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee

5. Assistant is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR ASSISTANT COUNTY COUNSEL**

TERM:

FROM: December 31, 2015 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.

2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS////

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Administration, Risk Management

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Approval of Contract Amendment #2 between the County of Inyo and John D. Kirby, A.P.C. – Civil Litigation Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve Contract Amendment #2 between the County of Inyo and John D. Kirby A.P.C., for the provision of Civil Litigation Attorney Services for the period of January 1, 2016 through June 30, 2016.

SUMMARY DISCUSSION:

Your Board previously approved the Contract for Legal Services – Civil Litigation Attorney Services, and Amendment 1 to the Contract for Legal Services – Civil Litigation Attorney Services, for John D. Kirby, A.P.C., for the period of July 1, 2015 through December 31, 2015. The Contract provides that the County may exercise an option to extend for the period of January 1, 2016 through June 30, 2016. This Amendment #2 exercises that option to extend and amends Attachment A which provides that Contractor will continue to represent and defend the County and its officers and employees in the case of Bishop Paiute Tribe v. Inyo County, and will consult and assist on matters involving potential or pending litigation in Courts or before administrative agencies. This should enable a continued smooth transition from former primary civil litigation counsel for the County to new primary civil litigation counsel for the County. There is no change in the Contract limit.

ALTERNATIVES:

The County could decline to approve the Contract Amendment #2 with John D. Kirby, A.P.C.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Amendment #2 to the Contract does not change the contract limit of $150,000. The funds for this Contract are paid out of the County Liability Budget Unit 500903.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 11-01-15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 11/30/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) K. Carunchio by M Baker Approved: ✓ Date 11-15-15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) K Carunchio by M-Baker Date: 11-15-15
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and John D. Kirby, A.P.C., of San Diego, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2015, on County of Inyo Standard Contract No. 123, for the term from July 1, 2015 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. The County is exercising the option to extend set forth in paragraph 2. Term, B. Extension of Term, for the period January 1, 2016 through June 30, 2016.

2. The Scope of Services, Attachment A, paragraph 1, is amended to read as follows: Contractor will continue to represent and defend the County and its officers and employees in the United States District Court case of Bishop Paiute Tribe, Plantiff v. Inyo County, et al., Defendants, Case No. 1:15-CV-00367, and in the appeal in that case now pending in the United States Court of Appeals for the Ninth Circuit, Case No. 15-16604, and any further appeal, and will consult and assist on matters involving potential or pending litigation in Courts or before administrative agencies.

The effective date of this Amendment to the Agreement is January 1, 2016.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR
JOHN D KIRBY, A PROFESSIONAL CORP,

By: _____
Signature

JOHN D. KIRBY, PRESIDENT
Type or Print

Dated: November 24, 2015

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Melissa Baker
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: County Administrator - Planning

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Amendment #14 to the contract between the County of Inyo and Gruen Gruen + Associates

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #14 to the Agreement between the County of Inyo and Gruen Gruen + Associates (GGA) to extend the term of the agreement to June 30, 2016 and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

GGA is providing Inyo County with analyses regarding potential socioeconomic impacts associated with the Forest Service revision of the Forest Plan. GGA has, and continues to work extensively with the Planning department researching the potential effect of the Plan revision on various sectors of the County's economy. The result of this work is deemed important in working with the USFS to identify information and issues which need to be addressed in the new Forest Plan. Currently, the work regarding the Forest Plan revision is at a critical stage as the County's team coordinates with the Forest Service to develop the draft plan and Environmental Impact Statement.

In addition, GGA, if needed, will continue to evaluate the socioeconomic impacts to the County's economy that could stem from any new proposals for renewable energy facilities in the County.

GGA's contract was most recently amended by your board with Amendment #13 to extend the term of the contract to December 31, 2015 and increase the amount of the contract by $25,000 for a total amount not to exceed $420,000.

ALTERNATIVES

Your Board could choose not to amend the contract with GGA, however, this is not recommended. GGA's work is critical in ensuring the County's interests are fully represented when it comes to evaluating socioeconomic impacts associated with federal land use decisions and renewable energy proposals.

OTHER AGENCY INVOLVEMENT

On behalf of the County, GGA provides high-level socioeconomic analyses and review of policies and studies promulgated by the US Fish and Wildlife Service, USFS Inyo National Forest, LADWP, California Energy Commission and other agencies.

FINANCING

The funding for this agreement was included in the fiscal Year 2015-2016 Natural Resources Budget #010204, Professional Services Object Code #5265

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Temp-Williams Approved: ✓ Date 11/18/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 11/19/2015
PERSONNEL DIRECTOR:	BUDGET AMENDMENTS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.) Approved: ✓ Date 11/17/15

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11/17/15

AMENDMENT NUMBER 14 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, of San Francisco, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated October 26, 2010, on County of Inyo Standard Contract No. 123, for the term from October 26, 2010 to December 31, 2015 (Extended in length with Amendment #13).

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from October 26, 2010 to June 30, 2016 unless sooner terminated.

The effective date of this Amendment to the Agreement is _____.
All the other terms and conditions of the Agreement are unchanged and remain the same.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND
GRUEN GRUEN + ASSOCIATES

SCHEDULE OF FEES

1. COMPENSATION

A) County shall pay Contractor for hours expended by personnel employed or retained by Contractor to complete tasks outlined in Attachment A – Scope of Work at the rate specified below for each person. County shall pay Contractor for all expenses incurred by the Contractor incident to completing any task specified in the Scope of Work.

BILLING RATES
(through June 30, 2016)

Staff	Standard Hourly $
Dr. Claude Gruen, Principal Economist	350.00*
Nina Gruen, Principal Sociologist	350.00*
Aaron Gruen, Principal	250.00
Debra Jeans, Principal	250.00
Andrew Ratchford, Senior Analyst	150.00
Research Assistants	80.00- 100.00
Support	
Judy Lofton, Administrative Assistant	100.00
Interviewers and Coders	Twice hourly rates
Testimony and Deposition Rate	25% over standard rate for deposition or court testimony with no split days

* The firm's two principals, Nina Gruen and Dr. Claude Gruen, discount their standard rate of $400 by $50 to $350 per hour for public sector or nonprofit clients.

B) Contractor will be paid for travel time at the rate of Fifty Dollars ($50) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

The effective date of this Amendment to the Agreement is _____.
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 14 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Claude Gruen
Signature

Claude Gruen, President
Type or Print
Gruen Gruen + Associates, A California Corporation

Dated: November 6, 2015

APPROVED AS TO FORM AND LEGALITY

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department – Yucca Mtn. Repository Assessment Office

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Certification that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2014 (October 1, 2014 – September 30, 2015), were expended in accordance with the provisions of applicable laws.

DEPARTMENTAL RECOMMENDATION:
Request that the Board:

1) Certify that $65,382.62 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
2) Authorize the Chairperson to sign the certification; and,
3) Direct Staff to submit the certification to the U.S. Department of Energy.

SUMMARY DISCUSSION:
Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2015, monies were provided to Inyo County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 11/30/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 12/2/2015
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12/2/15

CERTIFICATION OF EXPENDITURE OF FUNDS
FOR FEDERAL FISCAL YEAR 2015

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2015 in the amount $65,382.62 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

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

BY: _____ _____
Matt Kingsley, Chairperson — Date
Inyo County Board of Supervisors

ATTEST: _____ _____
Pat Gunsolley, Board Clerk — Date

NOTE: If the County fails to provide such certification by December 31, 2015, DOE is expressly prohibited from making further direct payments to the County. Please forward the fully executed certification to:

U.S. Department of Energy
ATTN: John Kotek
Office of the Assistant Secretary
For Nuclear Energy
1000 Independence Avenue SW
Washington, DC 20585

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: Decemeber 15, 2015

SUBJECT: Appointment of ESAAA Advisory Council members

DEPARTMENTAL RECOMMENDATION:
Request Board appoint four (4) Advisory Council members for the Eastern Sierra Area Agency on Aging (ESAAA) to fill four two-year terms expiring at the end of December 2015. The published recruitment resulted in four applicants as follows: Margaret Erbeck of Bishop, JoAnn Poncho of Bishop, Karen Hoodman of Bishop, and Cheryl Isbell of Walker.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. The recent recruitment for four Advisory Council members closed near the end of November and resulted in the above four applicants.

ALTERNATIVES:
Your Board could refuse to appoint new Advisory Council members, thus leaving the Advisory Council to function with the remaining five members and no representation from Mono County nor the Native American community.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, County of Mono

FINANCING:
No funding involved in this request.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 12-1-15

LETTER OF INTEREST

leadership

IN SERVING AS A MEMBER OF THE

EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: JoAnn Poncho Address: 840 N Tu Su Ln, Bishop, CA 93514

Home Telephone: 1-(907) 360-6121 Mobile Telephone: _____

E-mail: jponcho@me.com Date: 11/2/15

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☒ American Indian or Alaska Native ☐ Asian
☐ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

RECEIVED
2015 NOV -6 PM 2:18
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☒ Low income older adults
☒ Disabled persons
☒ Supportive services provider
☐ Health care provider
☒ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☐ Other: PUSA (Presbyterian) Committees, Native American Committees

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

My family Care Giver did deceased.
I would be very interested in being on a Sr. Comm.
I had plenty of experience when I worked for the Inyo Co. Loc. Serv.

Please sign here:

JoAnn Poncho

Please return completed form to: Eastern Sierra Area Agency on Aging
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

Family Caregiver

LETTER OF INTEREST

IN SERVING AS A MEMBER OF THE

EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Margaret ERBECK Address: 2321 Stone Circle

Home Telephone: 760-872-4536 Mobile Telephone: _____

E-mail: Marge.erbeck@gMail.com Date: 10-30-15

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

RECEIVED
2015 NOV -6 PM 2:18
INYO COUNTY ADMINISTRATOR CLERK

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☐ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☐ Individuals with leadership expertise in private/voluntary sectors
☒ Other: Son with special needs and all with special needs adult

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Please sign here: Margaret Erbeck

Please return completed form to: Eastern Sierra Area Agency on Aging
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

low incm older adult

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: KAREN HOODMAN Address: 358 CLARKE ST.

Home Telephone: — Mobile Telephone: (208) 365-9021

E-mail: hoodymom@msn.com Date: 10-16-15

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

RECEIVED
2015 NOV 6 PM 2:18
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☒ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☐ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

FOR THE PAST 10+ YEARS I HAVE WORKED/VOLUNTEERED WITH ORGANIZATIONS IN ID (AAA#3, EOA, ICOA, CCOA) & FEEL I MIGHT BE OF USE TO ESAAA. I AM PRONE TO ASKING "WHY?".

Please sign here: Karen Hoodman

Please return completed form to:
Eastern Sierra Area Agency on Aging
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

Family Caregiver

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Cheryl Isbell Address: 151 Pine Nut Road, Walker 96107

Home Telephone: (530) 495-2884 Mobile Telephone: (760) 616-4521

E-mail: cherylisbell@schat.net Date: 10/16/15

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

RECEIVED
2015 NOV -6 PM 2:13
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☐ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☐ Individuals with leadership expertise in private/voluntary sectors
☒ Other: Elderly friend that you look in on and do shopping for.

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

I've gotten old! As such, I may avail myself of services to the elderly sooner than I like.

Please sign here: Cheryl Isbell

Please return completed form to: Eastern Sierra Area Agency on Aging
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES, SOCIAL SERVICES

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Approval to pay invoice from Anthony's Refrigeration

DEPARTMENTAL RECOMMENDATION:
Request to approve and ratify the repair and replacement of refrigeration components at the Bishop Senior Center in the amount of $10,136.79

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This request comes before you after services have been provided due to need for emergency repairs on the Bishop Senior Center walk-in refrigerator. Staff arrived one morning to find the walk-in refrigerator no longer working and the food spoiled. Anthony's Refrigeration has been working on both the Bishop Senior Center and Lone Pine Senior Center appliances for the last year. Public Works and Jail staff recently quoted out similar work for the jail walk-in refrigerator and freezers and Anthony's Refrigeration was the bidder chosen.

The Bishop Senior Center serves approximately 35-40 meals per day and 300 home delivered meals per week. An adequate supply of food could not be stored at the site without these repairs being completed immediately.

We were given two options to fix the refrigeration issue: replace a part that will most likely have to deal with it in a year or replace the complete refrigeration components. Staff worked to identify if funds were available to replace the equipment and put some stability in the refrigeration for the kitchen. Funds were identified in a trust where past donations were placed for senior services.

ALTERNATIVES:
The Board could not authorize the payment of the services already provided.

OTHER AGENCY INVOLVEMENT:

FINANCING:
91 Social Services Realignment. No County General Funds. This expense will be paid out of Social Services (055800) in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 11/24/2015
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 11-23-15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Request to fill the position of one (1) BPAR Legal Secretary I-II

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for the requested positions comes from the General Fund, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) Where internal candidates meet the qualifications for the position of BPAR Legal Secretary I-II, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a qualified applicant pool; and
3) Approve the hiring of one (1) BPAR Legal Secretary I, Range 56, or (1) BPAR Legal Secretary II, Range 60, through an open recruitment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The current BPAR Legal Secretary has given notice of termination of employment with the District Attorney's office. The BPAR Legal Secretary is an essential position to the District Attorney's office to handle Juvenile and Adult criminal cases.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

District Attorney General Fund Budget #022400.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 11/13/2015

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 11/16/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11/20/15

For Clerk's Use Only:
AGENDA NUMBER
18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Request to hire a Health and Human Services Specialist III.

DEPARTMENTAL RECOMMENDATION:

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

A) The availability of funding for the position of Health and Human Services Specialist (HHS Specialist) III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an external recruitment is more appropriate; and
C) Approve the hiring of one HHS Specialist III at Range 57 ($3,232 - $3,927)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A Health and Human Services Specialist in our Child Welfare Division recently accepted a supervisory position, resulting in a vacancy. The HHS Specialists perform many vital duties, such as transporting children and parents, monitoring visits, taking child abuse reports by telephone and in person, as well as assisting the Social Workers with data input. HHS Specialists in this division are cross-trained to cover HHS Specialist duties in our Adult Social Services and the Senior Programs. During the last few years, there has been an increase in court-ordered services to families that impact the already busy workload of the social work staff. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult and Children's Social Services division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of children and our elderly/dependent adult populations. This position will also be able to provide some entry level case management support to both the Adult and Children's Social Services programs, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire a Health and Human Services Specialist III in the Adult and Children's Social Services Division.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to perform all court ordered duties of the Child Welfare division, maintain timely data entry and reporting in child welfare, and provide support to the social work staff in both Child Welfare and Adult Services.

OTHER AGENCY INVOLVEMENT:

Courts, law enforcement, probation, mental health, Wild Iris, CASA.

FINANCING:

State and Federal funding, along with Social Services Realignment funds. This position is budgeted in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 11/18/2015
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: 11/17/15
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 11-19-15

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Fiscal Division

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Authorization for the hiring of an Office Technician III in Health and Human Services Fiscal Division

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

1) the availability of funding for the requested position exists in the various HHS budgets, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
3) approve the hiring of one Office Tech III at Range 63 ($3,716 - $4,522) dependent upon qualifications; and
4) if an internal candidate is chosen for the position, authorize the filling of the resulting vacancy with an Office Technician I or II.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
We are requesting to fill a budgeted full time Office Tech III position in the HHS Fiscal Division, which recently became vacant. This position is responsible for receiving and processing payables for all HHS divisions, depositing and tracking payments as well as State and Federal revenue, assisting the Administrative Analysts in maintaining more complex tracking for revenues/expenditures, compiling monthly program Account Director Reports, processing weekly General Assistance payments, and applying re-payments and tax intercepts to consumer cases in C-IV system, the State Automated System for Employment and Eligibility. This position also cross-trains within HHS Fiscal to insure that there is coverage across multiple budgets in case of vacancies. The Department is respectfully requesting permission to hire an Office Tech III to fill the vacant position.

ALTERNATIVES:
The Board could choose not to allow the Fiscal division to hire an Office Technician III which could negatively impact State revenues and State reporting requirements.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
State and Federal funding, Health Realignment and County General Fund. This position is budgeted as follows: 50% Health (045100); 10% CMH (045200); 25% Social Services (055800); 5% ICGOLD (056100), and 10% ESAAA (683000) in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 11-10-2015
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: J 11/10/15 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner by MMan Date: 11/12/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:

AGENDA NUMBER

20

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: December 08, 2015

SUBJECT: Hiring of Temportary/Seasonal Maintenance Workers

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

1) the availability of funding for the requested position exists within the Road Department budget , as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller, and
2) where the candidates meet the qualifications for the position, the vacancy will be filled through an open recruitment process; and
3) approve the hiring of five (5) Temporary/Seasonal Maintenance Workers at Range PT 50 ($14.46 per hour)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Road Department would like to hire five (5) Temporary/Seasonal Maintenance Workers. These maintenance worker positions would be filled on January 4, 2016 and would end in June 30, 2016.

The bulk of the work for these employees will be tree trimming, crack sealing and patching. Late winter through early summer is the perfect time for these kinds of task to be done. These employees would spend approximately 6 weeks in each road district completing this work. There may also be times when they will be asked to assist in snow removal activities should the County experience a heavy winter. The Road Department has hired Seasonal/Temporary Maintenance Workers in the past and they have been very beneficial in the amount of maintenance work that they have accomplished. The Road Department will be bringing back employees from last season and will recruit, if necessary, to fill any positions that may be left open.

ALTERNATIVES:

1. The Board could choose not to approve filling these positions. This is not recommended as these positions allow the Road Department to perform some of the more labor intensive maintenance activities without combining road crews. When the Road Department combines road crews for long periods of time, it causes work in other areas of the county to be postponed.

OTHER AGENCY INVOLVEMENT:
The Inyo County Auditors Office
Personnel Department

FINANCING:
The requested positions are included in the Authorized Strength for the Road Department and have been included in the Salaries and Benefits identified in the Road Budget, Budget Unit 034600.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: [signature] Date 12/2/2015
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: [signature] Date 12/1/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 12/2/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
21

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Budget Amendment for the Fiscal Year 2015-2016 Road Budget and request to purchase one John Deere 672 GP Motor Grader and one John Deere 624 K Loader with a snow blower attachment.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board amend the Fiscal Year 2015-2016 Road Budget (034600) budget as follows: increase State Grants (4498) by $558,700, recognize additional fund balance of $196,300 in the Road Budget and increase Equipment (5650) by $755,000. (4/5th's vote required).
2. Request your Board approve the purchase of one (1) 2015, John Deere 672 GP Motor Grader in the amount of $318,307.25 and one (1) 2015, John Deere 624 K Loader in the amount of $197,693.92 from Blaine Equipment Sales, Las Vegas, Nevada.
3. Request your Board approve the purchase of one (1) 2015, LM220 loader mounted snow blower attachment in the amount of $121,537.80 from RPM Tech of Quebec, Canada.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County obtained grant funding from the State of California, Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division (OHMVR Division) to established dual use roads in support of the Adventure Trails ATV enthusiasts. The grant funding is to be used to purchase a motor grader, a loader and a water truck to be used to help maintain designated "combined use routes" and roads that may be designated as "combined use routes" in the future. The Road Department is currently looking for a water truck and so the request to purchase the water truck will come at a later date but the Road Department would like to include the entire amount of funding, OHMVR grant and Road Department match, in this budget amendment. The OHMVR grant is providing $558,700 and the Road Department will provide a 26% match of $196,300 for a combined total of $755,000. The amount needed for the grader, loader and snow blower attachment is $637,538.97. The remaining $117,461.03 will be used for the purchase of the water truck.

As part of the purchase, the Road Department would like to include a snow blower that will attach to the 624 K loader. Attachments to the equipment are an acceptable expense. A snow blower will be a valuable tool during heavy winters when large amounts of snow accumulates on the roadway.

Inyo County Road Department will be using a National Joint Powers Authority (NJPA, Contract # 1-14-23-20 A-G) through Blaine equipment Sales, for the purchase of the grader and the loader. Operation of this equipment is not limited to "combined use" routes only. Inyo County Road Department will also be using a National Joint Powers Authority (NJPA, Contract #080114-RPM) for the purchase of the snow blower attachment through RPM Tech. The snow blower attachment from RPM is designed to work with John Deere Loaders and is recommended by Blaine Equipment Sales of Las Vegas, Nevada.

This equipment will meet all California Air Resources Board (CARB) laws and requirements and will help to replace outdated and antiquated equipment within the Road Department fleet.

ALTERNATIVES:
Your Board could choose not to approve the purchase of the motor grader, loader and snow blower attachment at this time. This is not recommended as the combined use routes will now require more maintenance. The Road Department's current fleet of off-road diesel equipment is old and in need of replacement. California Air Resources Board regulations have mandatory replacement dates for off-road diesel equipment that will begin in a few years. Approval of this purchase allows the Road Department to get a head-start on compliance with these regulations as well as meet the ever increasing maintenance needs of the County's road system. This purchase is also part of the Adventure Trails agreement and funding for this equipment would have to be returned if not used.

OTHER AGENCY INVOLVEMENT:
Auditors Office
County Counsel's Office

FINANCING:
State Grant funds from OHMVR in the amount of $558,700. Recognizing fund balance from the Road Budget (034600 - Fund 0017) in the amount of $196,300, for the match of the grant funds. Increasing appropriation in Equipment (5650) in the amount of $755,000.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams	Approved: ✓ Date 11/18/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd	Approved: ✓ Date 12/1/15
BUDGET OFFICER	BUDGET RELATED ITEMS	Approved: ✓ Date 12/2/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12/2/15

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

AMENDMENT TO PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-74-G01 PROJECT TYPE: Ground Operations

AMENDMENT NUMBER: 1

GRANTEE: Inyo County Public Works Department

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **11/05/2013** THROUGH **11/04/2014**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$825,258.00** (Eight Hundred Twenty Five Thousand Two Hundred Fifty Eight and 00/100)

THIS AMENDMENT TO THE PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and the Grantee.

The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

AMEND THE PROJECT AGREEMENT:	**TIME EXTENSION ONLY**
Original Project Performance Period:	**11/04/2014**
Extend the Project Performance Period to:	**04/29/2016**

GRANTEE	**STATE OF CALIFORNIA**
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: Clint Quilter	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director	TITLE: Grants Manager
DATE: 11/16/2015	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-20-025		4000045857-00		Off-Highway Vehicle Trust Fund
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:
1550	702	62669	825,258.00	Local Assistance
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:
3790-101-0263		20/13	2013	2016/2017

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-74-G01 PROJECT TYPE: Ground Operations

GRANTEE: Inyo County Public Works Department

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM **11/05/2013** THROUGH **11/04/2014**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$825,258.00** (Eight Hundred Twenty Five Thousand Two Hundred Fifty Eight and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: CLINT QUILTER	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: PUBLIC WORKS DIRECTOR	TITLE: Grants Manager
DATE: 11-5-13	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:
C32-20-025		4000045857-00		Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62669	CONTRACT AMOUNT: 825,258.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 20/13	STATUTE: 2013	FISCAL YEAR: 2013/2014

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

APPLICANT NAME :	Inyo County Public Works Department		
PROJECT TITLE :	Ground Operations	**PROJECT NUMBER (Division use only) :**	G12-03-74-G01
PROJECT TYPE :	☐ Acquisition ☐ Development ☐ Education & Safety ☑ Ground Operations ☐ Law Enforcement ☐ Planning ☐ Restoration		
PROJECT DESCRIPTION :	This is a two-phased ground operation project that is meant to evaluate and, if approved, implement, a combined-use network of County maintained roads pursuant to Assembly Bill 628. **Phase 1** Is the completion of a CEQA document evaluating the potential impacts created by the designation of combined-use routes. **Phase 2** This phase of the project is completely dependent on the completion of Phase 1, the future approval of combined-use routes by the Board of Supervisors, and upon approval of the OHMVR Division. The activities of this phase is, but is not limited to, the purchase of equipment, materials and supplies necessary to complete maintenance on the approved county roads that will allow combined used. Grantee can not start Phase 2 until they receive written approval from the OHMVR Division to proceed with Phase 2. Grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	Planning Coordinator Notes : Rate $ 30 Initial Study 8 hours Environmental Studies 48 hours Project Description 40 hours	468.000	30.000	HRS	10,389.60	3,650.40	14,040.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Environmental Setting 16 hours Impacts 24 hours Mitigation 48 hours Alternatives 48 hours Insignificant Effects 12 hours Cumulative 80 hours Economic/Social 24 hours FEIR 40 hours Hrgs./Mtgs/Staff Reports 80 hours Total (Hours) 468 hours Total (Cost) $ 14,040						
	Associate Planner Notes : Rate $45 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social	252.000	45.000	HRS	8,391.60	2,948.40	11,340.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $11,340						
	Senior Planner Notes : Rate $49 Initial Study 4 hours Environmental Studies 24 hours Project Description 20 hours Environmental Setting 8 hours Impacts 12 hours Mitigation 24 hours Alternatives 24 hours Insignificant Effects 6 hours Cumulative 40 hours Economic/Social 10 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 252 hours Total (Cost) $12,348	252.000	49.000	HRS	9,137.52	3,210.48	12,348.00
	Planning Director Notes : Rate $66 Initial Study	164.000	66.000	HRS	8,009.76	2,814.24	10,824.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	4 hours Environmental Studies 12 hours Project Description 12 hours Environmental Setting 4 hours Impacts 4 hours Mitigation 6 hours Alternatives 12 hours Insignificant Effects 2 hours Cumulative 20 hours Economic/Social 8 hours FEIR 20 hours Hrgs./Mtgs/Staff Reports 60 hours Total (Hours) 164 hours Total (Cost) $10,824 This is a direct cost. The Planning Director is responsible for the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, the Planning Director's direct participation in the completion of the environmental document is essential. Phas 1 of this project is for CEQA						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
review.						
County Counsel Notes : Rate $98 Initial Study 2 hours Environmental Studies 8 hours Project Description 8 hours Environmental Setting 2 hours Impacts 8 hours Mitigation 12 hours Alternatives 10 hours Insignificant Effects 1 hours Cumulative 10 hours Economic/Social 6 hours FEIR 12 hours Hrgs./Mtgs/Staff Reports 40 hours Total 119 hours Total (Cost) $11,662 This is a direct cost. County Counsel is involved in the development and review of the environmental document proposed as a part of this project. Given the complexity of the environmental document, County Counsel's direct participation in the	119.000	98.000	HRS	8,629.88	3,032.12	11,662.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	completion of the environmental document is essential.						
Total for Staff					44,558.36	15,655.64	60,214.00
2	**Contracts**						
	CEQA Review of Proposed Adventure Notes : Percentage Cost Environmental Checklist 10% $30,000 Required Environmental Studies 20% $60,000 Project Description 5% $15,000 Environmental Setting 5% $15,000 Significant Environmental Impacts 10% $30,000 Mitigation Measures Analysis 10% $30,000 Alternatives Analysis 10% $30,000 Effects not found to be significant 5% $15,000 Cumulative Impacts Analysis 10% $30,000 Economic and Social Effects 5% $15,000 Final EIR 10% $30,000 Total 100% $300,000	1.000	300000.000	MISC	222,000.00	78,000.00	300,000.00
3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
	Motor grader Notes : Motor grader	1.000	350000.000	MISC	259,000.00	91,000.00	350,000.00
	Front loader Notes : Front loader	1.000	275000.000	MISC	203,500.00	71,500.00	275,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013
Agency: Inyo County Public Works Department
Application: Ground Operations

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Water truck	1.000	130000.000	MISC	96,200.00	33,800.00	130,000.00
Total for Equipment Purchases					558,700.00	196,300.00	755,000.00
6	**Others**						
Total Program Expenses					825,258.36	289,955.64	1,115,214.00
TOTAL DIRECT EXPENSES					825,258.36	289,955.64	1,115,214.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	Adjustments (Rounded)	0.000	0.000		-0.36	0.00	-0.36
Total Indirect Costs					-0.36	0.00	-0.36
TOTAL INDIRECT EXPENSES					-0.36	0.00	-0.36
TOTAL EXPENDITURES					**825,258.00**	**289,955.64**	**1,115,213.64**

TOTAL PROJECT AWARD	**825,258.00**	

JOHN DEERE

JOHN DEERE CONFIDENTIAL

Bob Brown
Inyo County Road Department
168 N Edwards Street
Independence CA 93526
Phone: 760-878-0202

October 29, 2015

Quote Number 148228 : Wheel Loader 624K, NJPA Cooperative Contract 032515-JDC. ***Extra 1.5% discount applied contingent on 2-4 machines being purchased at the same time and on the same PO.***

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
7650T	624K 4WD LOADER	1	$226,309.00
0810	STANDARD GATHERING GROUP	1	In Base
0924	FT4 ENGINE	1	$22,991.00
1010	STD 624K LOADER	1	In Base
1120	W/O AXLE DISC W/LUP	1	In Base
1215	130AMP ALTERNATOR	1	$585.00
1310	MUFFLER WITH BLACK EXHAUST	1	In Base
1430	AIR INTAKE W PRECLEANER TR3	1	$617.00
1520	REVERSE FAN DRIVE	1	$1,550.00
1610	FUEL TANK W STD FILTER	1	In Base
1713	JDLINK ULT/SIM1/SAT OVRS 5YR	1	$3,394.00
1915	STEERING CYLINDERS NG	1	$0.01
2010	STD ZB BOOM W STD LINKAGE	1	In Base
2120	CONVENTIONAL STEERING	1	In Base
2220	SEAT, CLOTH W AIR SUSPENSION	1	In Base
2432	3FN/JYSTK/1AUX/FNR	1	$2,929.00
2510	RIDE CONTROL SYSTEM	1	$4,015.00
2605	ENGLISH DECALS	1	$0.01
2730	30 AMP CONVERTER	1	$265.00
2890	NO PAYLOAD SCALE	1	In Base
3049	AXLE,W/ HYD FRONT & REAR	1	$1,953.00
3110	AXLE AUTO DIFF LOCK	1	$1,429.00
4422	20.5R25 1 STAR L3 BS-3PC RIM	1	$16,640.00
5530	STD FRT FNDRS/R PLATFORM	1	In Base
5610	LEFT SIDE STEPS	1	In Base

7140	PREMIUM LED LIGHT PACKAGE	1	$3,232.00
8210	STANDARD REAR HITCH	1	In Base
8320	HEATED OUTSIDE MIRRORS	1	$624.00
8422	CAB WITH AIR	1	In Base
8450	AC CHARGE	1	In Base
8560	ZBAR COUPLER	1	$5,051.00
8850	2.7M BUCKET W/ AUX CUT EDGE	1	$9,308.00
9015	ENGINE BLOCK HEATER	1	$243.00
9043	ENVIRONTMENTAL DRAIN	1	$410.00
9050	WHEEL SPIN CONTROL SYSTEM	1	$747.00
9106	STD RADIO AM/FM/WB	1	$576.00
9125	SINGLE BEACON BRACKET	1	$189.00
9131	REAR CAMERA ONLY	1	$1,285.00
9140	FIRE EXTINGUISHER	1	$139.00
9240	ENGINE COMPARTMENT LIGHT	1	$145.00
9420	TRANSMISSION GUARDS	1	$450.00
9430	BOTTOM GUARDS	1	$1,362.00
9525	SMV EMBLEM	1	$157.00
		Total	**$306,595.02**
		Discount (44.5%)	**$136,434.78**
		Net Price	**$170,160.24**

Custom Jobs

Code	Description	Qty	Price
	JRB Provide Pre-Delivery Inspection + DEF Fill	1	$355.00
	Dlr Provide Local Delivery + Fuel Fill	1	$2,235.00
	Dlr Provide and Install Beacon	1	$300.00
	Dlr Provide 84mos/5,000hrs PowerTrain and Hydraulics Warranty	1	$4,253.00
		Total	**$7,143.00**

Quote Summary - Wheel Loader 624K (per unit)	
Item Description	**Prices**
Machine Net Price	$170,160.24
Custom Jobs	$7,143.00
Price per Machine	**$177,303.24**

Destination	Freight Charge	Sales Tax	Misc Tax
N Las Vegas, NV	$5,740.20	$14,643.48	CA Tire Tax - $7.00

Total Net Price (Quantity = 1) **$197,693.92**

Warranty Terms

624K includes Standard Warranty of 12 months.

Remarks:

Please note that this quote is valid for 30 days.

Contact Richard Murga - Phone: 309-765-0260, Fax: 309-765-3358, Email: MurgaRichard@JohnDeere.com -- Purchase Order must be made out to: John Deere Construction Retail Sales, 1515 Fifth Avenue, Moline, IL 61265. FED TAX ID: 36-3387700, DUNS: 142124762.

JOHN DEERE

JOHN DEERE CONFIDENTIAL

Bob Brown
Inyo County Road Department
168 N Edwards Street
Independence CA 93526
Phone: 760-878-0202

October 29, 2015

Quote Number 148224 : Motor Grader 672G - Grade Pro Controls, NJPA Cooperative Contract 032515-JDC. ***Extra 1.5% discount applied contingent on 2-4 machines being purchased at the same time and on the same PO.***

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
8450T	672G MOTOR GRADER	1	$313,541.00
1020	ELECTRO HYDRAULIC CONTROLS	1	$29,256.00
1140	9.0L ENG,EPA FINAL TIER IV	1	$49,657.00
1240	ALTERNATOR 200 AMP	1	$906.00
1310	QUICK SERVICE GROUP	1	$637.00
1420	SEV DUTY FUEL FILTER/LINES	1	$501.00
1610	HYDRAULIC PUMP DISCONNECT	1	$178.00
1711	JDLINK SAT NA 5 YEARS	1	$3,168.00
1830	BLACK EXHAUST STACK	1	In Base
1910	BLADE IMPACT ABSORPTION SYST	1	$3,433.00
2080	14'X27"X1" MB (8" CE X3/4")	1	$1,938.00
2575	NOT TOPCON READY	1	In Base
2605	ENGLISH OPERATOR MANUAL	1	$0.01
2775	NO TOPCON RADIO INSTALLATION	1	In Base
2840	DUAL INPUT W/ SLIP CLUTCH	1	$4,105.00
4416	14R24 G2 1* MICH 3PC RIM	1	$23,259.00
5070	EH LOW CAB LAMINATED GLASS	1	$2,078.00
5510	AUTOSHIFT TRANSMISSION	1	$1,779.00
5710	TRANS VALVE SOLENOID GUARD	1	$202.00
5815	HYDRAU-GREASE,OIL,FUEL,COOLN	1	In Base
6010	CAB PRECLEANER	1	$878.00
6140	PREM POST/CONT FAB EH CNTRLS	1	$0.01
6585	EH FRT W 1AUX/MID W 1AUX	1	$3,193.00

6650	EH PLACE HOLDER	1	$0.01
6710	FRONT PUSH BLOCK	1	$3,976.00
6810	REAR RIPPER/SCARIFIER COMBO	1	$16,873.00
7160	DLX LIGHTING PKG W/HAL +8XTR	1	$1,644.00
7820	NO FRONT FENDERS	1	In Base
8120	CONVERTER, 25 AMP 24V TO 12V	1	$446.00
8220	MIRRORS, EXTERNAL HEATED	1	$541.00
8310	LOWER FRONT INT WIPER/WASHER	1	$635.00
8415	RADIO AM/FM/WB BLUETOOTH	1	$1,438.00
8510	A/C - CHARGE	1	In Base
8730	NO SOUND ABSORPTION PKG	1	In Base
8810	REAR CAMERA	1	$2,416.00
9120	SUNVISOR-FRONT WINDOW	1	$143.00
9130	REAR RETRACTABLE SUNSHADE	1	$215.00
9210	PEDAL DECELERATOR	1	$288.00
9220	FIRE EXTINGUISHER	1	$124.00
9273	RT SIDE ENGINE WORK LIGHT	1	$224.00
9280	SMV SIGN WITH BRACKET	1	$82.00
9299	BEACON STROBE LEFT	1	$645.00
9360	HEATER ENG COOLANT	1	$330.00
9370	ETHER AID - LESS CANISTER	1	$453.00
9380	AIR CLEARNER 9L 14IN	1	$953.00
9395	AJUSTING ROTARY EJECTOR PRCL	1	$527.00
9430	9 EXTRA SCFR SHANKS W/TEETH	1	$1,377.00
9450	REV OVERLAY END BITS	1	$484.00
		Total	**$472,523.03**
		Discount (43.5%)	**$205,547.52**
		Net Price	**$266,975.51**

Custom Jobs

Code	Description	Qty	Price
	Dlr Provide Henke Hi-Gate + Freight to Factory	1	$9,498.00
	JRB Install Hi-Gate	1	$4,035.00
	JRB Provide Pre-Delivery Inspection + DEF Fill	1	$350.00
	Dlr Provide Local Delivery + Fuel Fill	1	$2,405.00
	Dlr Provide 84mos/5,000hrs PowerTrain and Hydraulics Warranty	1	$5,435.00
		Total	**$21,723.00**

Quote Summary - Motor Grader 672G (per unit)	
Item Description	**Prices**
Machine Net Price	$266,975.51
Custom Jobs	$21,723.00
Price per Machine	**$288,698.51**

Destination	Freight Charge	Sales Tax	Misc Tax
N Las Vegas, NV	$6,020.70	$23,577.54	CA Tire Tax - $10.50

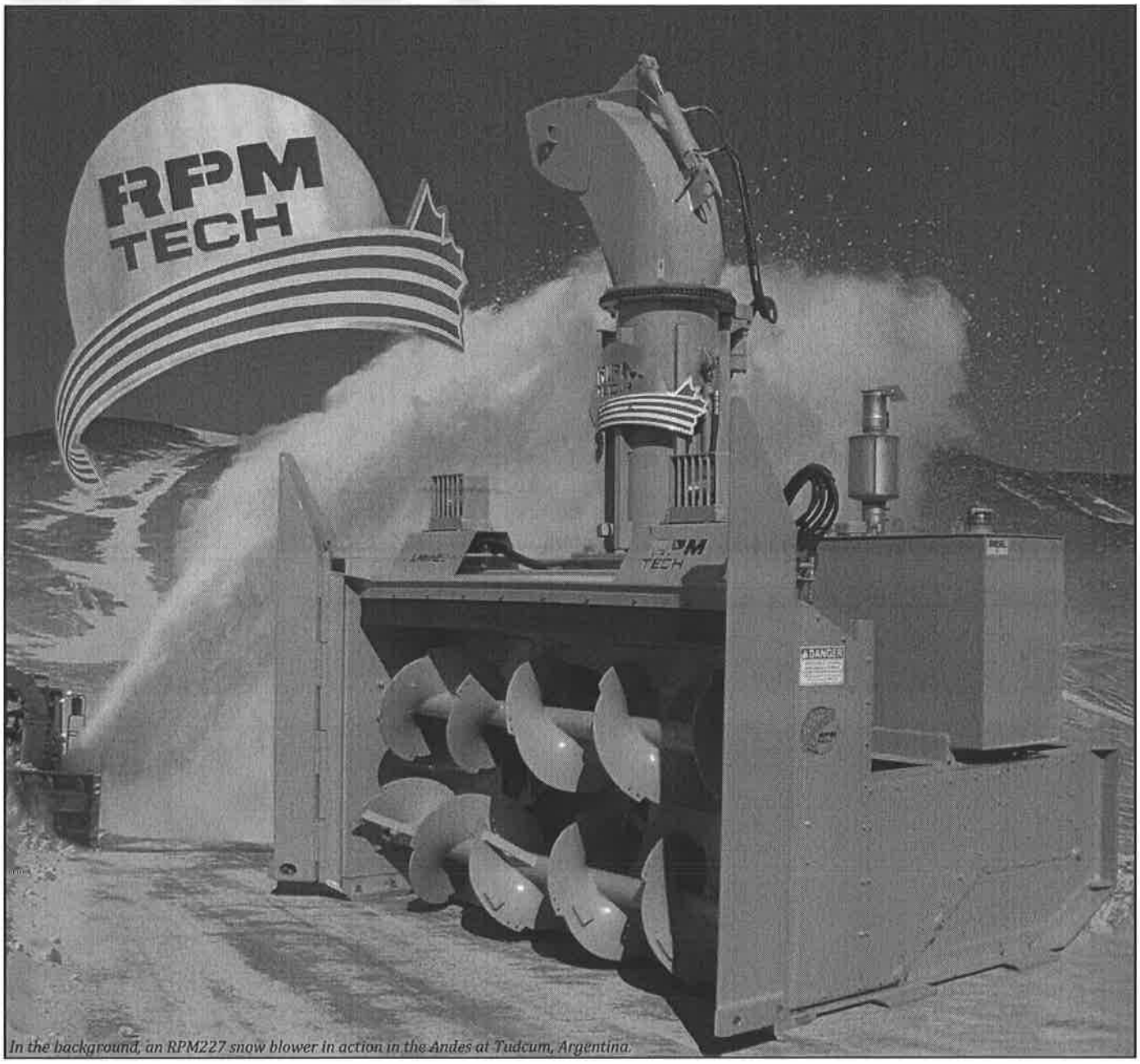
Total Net Price (Quantity = 1) **$318,307.25**

Warranty Terms
672G includes Standard Warranty of 12 months.

Remarks:
Please note that this quote is valid for 30 days.

Contact Richard Murga - Phone: 309-765-0260, Fax: 309-765-3358, Email: MurgaRichard@JohnDeere.com -- Purchase Order must be made out to: John Deere Construction Retail Sales, 1515 Fifth Avenue, Moline, IL 61265. FED TAX ID: 36-3387700, DUNS: 142124762.

LM220



In the background, an RPM227 snow blower in action in the Andes at Tudcum, Argentina.

RPM TECH

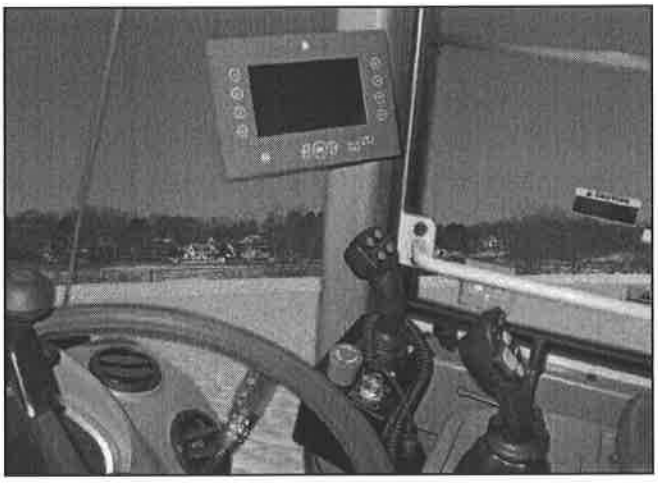
TOR TRUCK CORPORATION

TWO STAGE DUAL AUGER DETACHABLE SNOW BLOWER

WHAT MAKES US STAND OUT AND GIVES US A HEAD START

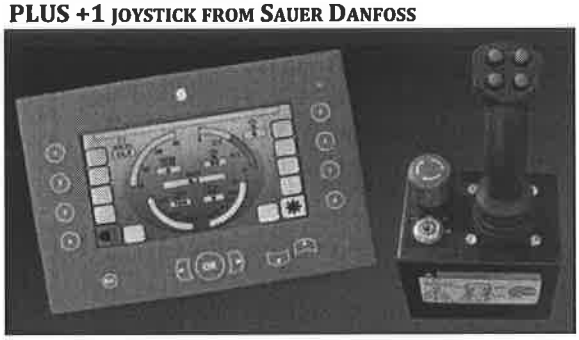
HEAVY DUTY CONTROL AND DISPLAY SYSTEM PLUS +1 FROM SAUER DANFOSS

- A controller using a multiplex CAN communication.
- Display on a 256 color LCD screen of $3\frac{1}{8}$ in. x $5\frac{3}{4}$ in.
- A joystick with all functions integrated.
- One key ignition switch.
- Simultaneous display on one page of the engine information such as revolution (RPM), oil pressure (PSI), coolant temperature (°F), fuel level, engine load (%), battery voltage (V), and engine hours.
- Alarms and warning lights also displayed such as engine alarm lights, engine clutch light, headlights state, low engine oil pressure light, high engine temperature lights (air and coolant) and low level of the engine load.
- Error codes display.
- Periodic maintenance and maintenance log book display.
- Two emergency stops, one on the snow blower and one on the joystick box.

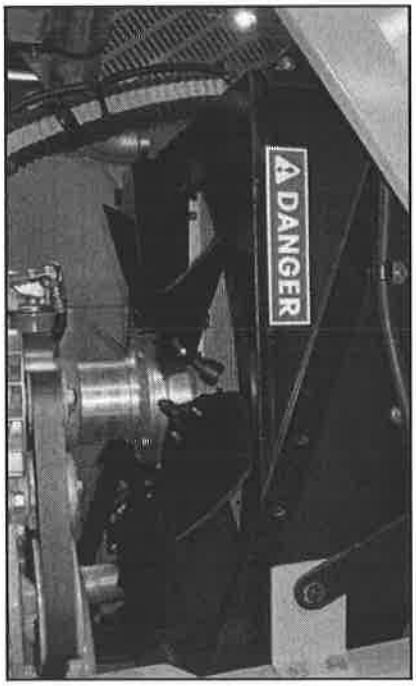


SUGGESTED INSTALLATION IN THE LOADER

COLOR LCD SCREEN AND PLUS +1 JOYSTICK FROM SAUER DANFOSS



- Service menu allows:
  - Configuration of the clutch
  - Configuration of the joystick
  - Setting of the language (English or French)
  - The reading of engine codes
  - The creation of a password to protect the configurations
- Controls:
  - Joystick control of hydraulic functions
  - Joystick control of the engine speed
  - Control of working lights and/or chute headlights (optional features)
  - On-screen clutch control
  - Etc.

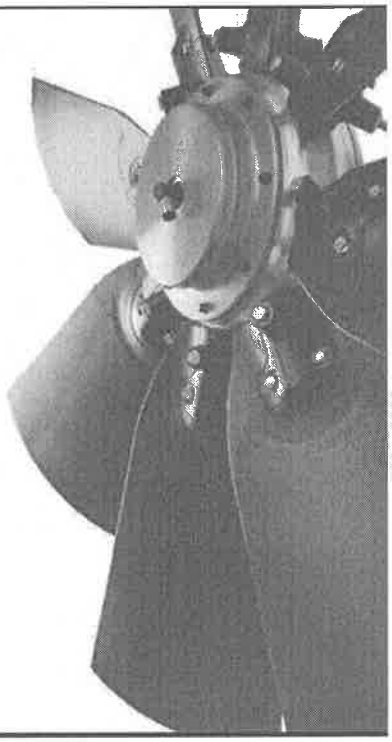


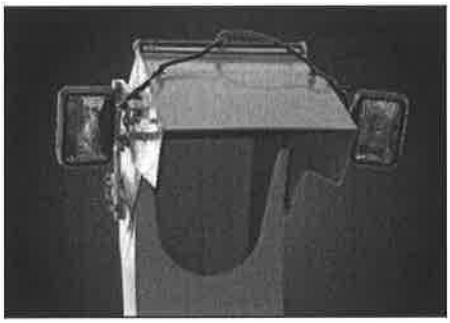
VARIABLE PITCH FAN (OPTIONAL)

Variable pitch fan that provides necessary airflow according to the engine cooling demands. Pitch adjustment is done through the PLUS +1 control system. This feature is very useful in powdered snow, in extremely low temperature conditions and during side casting applications.

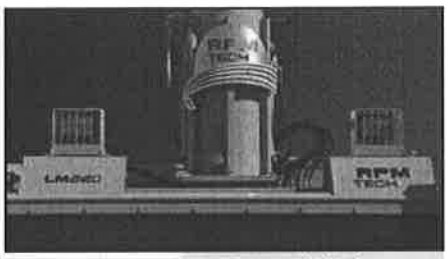
Benefits:

- Increases power by +/- 30 hp
- Improves fuel economy
- Reduces fan noise
- Increases service life of the alternator, belts, and radiator
- Minimizes clogging of the radiator with snow or other debris
- Allows to have a driveline system with fewer components thus reducing the risk of breakage





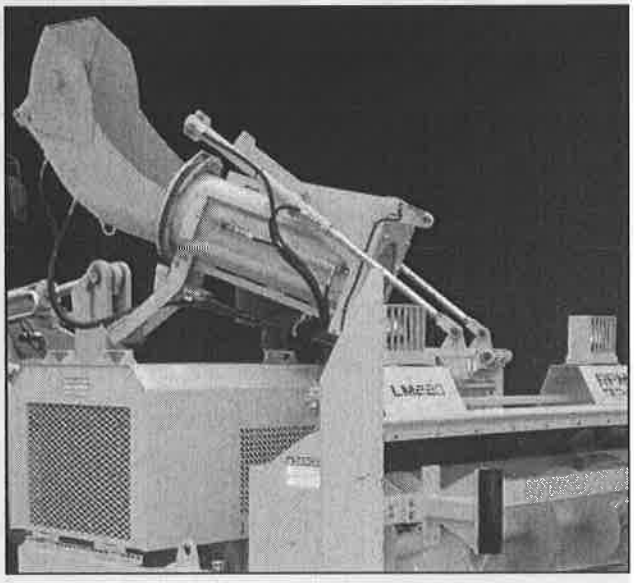
Two optional work lights installed at the end of the chute improve visibility when loading the snow in a truck.



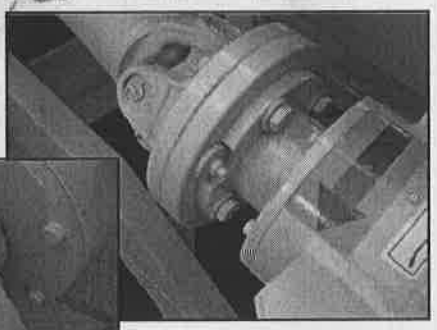
Two optional work lights can be installed on top of the snow blower body to improve visibility during snow removal operations.

The pendulum installed on the chute indicates whether the snow blower is level.

Optional hydraulic tilting chute:
- Better visibility when traveling;
- Easy cleaning of the chute when clogged with snow.



Two sets of shear bolts protect the impeller and the augers.



LM220 – TECHNICAL SPECIFICATIONS

PERFORMANCE
- Capacity[1]: Up to 2750 tons/hour
- Projection[1]: Up to 46 m (150 ft)

DIMENSIONS
- Overall width: 2795 mm (110 in.)
- Overall height: 3531 mm (139 in.)
- Overall length: 2337 mm (92 in.) max. without female coupler
- Weight: 4490 kg (9900 lb) approx.

AUGERS
- Drive: Mechanical
- Diameter: Two (2) interchangeable 510 mm (20 in.) diameter open flight augers welded in one (1) piece

IMPELLER AND DRUM
- Blades: Five (5) bolted on and concave impeller blades
- Drum:
  - Diameter of 965 mm (38 in.)
  - The impeller casing is hydraulically operated
  - Rotation 150°
- Projection[1]: Up to 46 m (150 ft)

FRAME
- Fully welded construction
- The frame is made of a triangular design to allow an optimal distribution of the effort from the front end of the snow blower to the quick attach

FIXED STEERING VANES
- Height: 1956 mm (77 in.)

STANDARD TELESCOPIC LOADING CHUTE
- Diameter: 406 mm (16 in.)
- Sections: Two (2) vertical sections, one (1) directional section and one (1) flexible section
- Extension: 457 mm (18 in.) hydraulic extension to allow the loading chute to cast at any adjustable height from 3530 to 3988 mm (139 to 157 in.)
- Rotation: 300° minimum
- Projection[1]: Up to 16 m (50 ft)

ENGINE
- Make and model: Cat® C7, 205 kW (275 hp) electronic Turbo Diesel Tier 3 engine
- Block heater: 1000 W

FUEL TANK
- Type: Steel
- Capacity: 310 L (82 gal)

HYDRAULIC SYSTEM
- Type: Hydraulic pump of 23 L/min (6 US GPM) directly mounted on engine auxiliary drive
- Capacity: 11 L (3 gal)

ELECTRICAL SYSTEM
- Alternator: 12 V, 150 A, sealed
- Batteries: Two (2) type 31 - 2250 CCA, maintenance free

DRIVELINE SYSTEM
- Clutch: Twin Disc, model SP-211
- Type: Chain and gear driven with a spiral reduction bevel gear box
- Lubrification: Oil bath
- Safety mechanism: Two (2) sets of shear bolts protect the impeller and the augers

INSTRUMENT PANEL AND CONTROLS
- Model: Heavy duty control and display system PLUS +1 from Sauer Danfoss
- Controls:
  - One controller using a multiplex CAN communication
  - One 256 color LCD screen of 3⅛ in. x 5¾ in.
  - One joystick with integrated functions
  - One key ignition switch

SKATES AND SCRAPER BLADE
- Quantity:
  - Six (6) external carbide skates
  - Four (4) internal carbide skates
- Blade: One (1) reversible CHT 100 steel scraper blade

OPTIONAL EQUIPMENT
- Arctic lubrification kit (oils and lubricants for extremely low temperature conditions under -25°C (-13°F))
- Battery heater
- Bolted ice breakers
- Carbide ice breaker
- Carbide plating 55Rc (drum and chute)
- Engine block heater of 1500 W
- High hydraulic temperature protection
- Hydraulic oil heater
- Hydraulic steering vanes (2795 mm (110 in.) or 2946 mm (116 in.))
- Hydraulic tilting chute
- Quick attach compatible with all loader mount models
- Residential Cowl muffler
- Spin-on type Racor filter with heated water separator
- Thermostatic fan drive
- Variable pitch fan
- Wireless emergency stop device
- Work lights on the loading chute
- Work lights on the snow blower body

[1]Depending on snow conditions.

2013.02 ~ RPM Tech Inc. reserves the right to change or discontinue any designs, specifications, features, models or accessories shown or indicated without notice.

ISO 9001:2008

www.rpmtechgroup.com

R.P.M. TECH INC.

2220 Michelin Street
Laval (Quebec) H7L 5C3 CANADA
Tel.: 450.687.3280 • Fax: 450.781.8811
Toll free: 1.800.631.9297

184 Route 138
Cap-Sante (Quebec) G0A 1L0 CANADA
Tel.: 418.285.1811 • Fax: 418.285.4289
Toll free: 1.800.463.3882

Email: info@rpmtechgroup.com

TOR TRUCK CORPORATION

Dealer

R.P.M. TECH INC.
184, ROUTE 138
CAP SANTÉ, QC G0A 1L0
TEI : (418) 285-1811 Fax (418) 285-4289

Remit to :

R.P.M. TECH INC.
184 RTE 138 CAP-SANTÉ, QUEBEC
G0A 1L0
Tel.: (418) 285-1811 Fax: (418) 285-4289

INVOICE: 301474

Vendu à:

Sold to:
INYO COUNTY
168 NORTH EDWARDS STREET
INDEPENDANCE, CA, 93526

Shipped to:
INYO COUNTY
168 NORTH EDWARDS STREET
INDEPENDANCE, CA, 93526

Cust.no	Terms	Invoiced	Required	Projet No	Sales Rep	Via
11174	CASH IN ADVANCE	2015-11-04	2015-11-04		BRENT DORION	BEST WAY

F.O.B.	Customer P.O.	Federal Sales Tax	Sales Tax	Bill of lading	Order No
INDEPENDANCE, CA					

Ordered	B.O.	Shipped	U/M	Code	Description	Unit Price	Disc	Total
1,00	0,00	0,00	UN	LM220	ONE (1) RPM SNOWBLOWER HEAD YEAR 2015	100 618,00		100 618,00
					OPTIONS ON SNOWBLOWER :			
1,00	0,00	0,00	UN	QUICK COUPLER	1) QUICK COUPLER - NJPA PRICING	4 783,00		4 783,00
1,00	0,00	0,00	UN	WIRELESS RADIO	2) WIRELESS RADIO - NJPA PRICING	3 297,00		3 297,00
1,00	0,00	0,00	UN	ICE CUTTERS	3) ICE CUTTERS - NJPA PRICING	887,00		887,00
1,00	0,00	0,00	UN		FREIGHT :	2 950,00		2 950,00
					NJPA CONTRACT NUMBER #080114-RPM			
					NOTE: The amount is payable before delivery			

	G.S.T.	R104653902	P.S.T.	1000197536TQ0001MF		
					Sub-Total	112 535,00
					G.S.T.	0,00
					Sales Tax	9 002,80
					Payment	0,00
					Total	**121 537,80** **USD**

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 ; HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

NJPA Authorized signature: _____ Scott Vermeer
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: _____ Mark R. Deakyne
(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 **NJPA Contract Number 032515-JDC**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Contruction Retail Sales a division of John Deere Shared Services, Inc.

Contact Person for Questions: Mark R. Deakyne

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: (309) 765-0294 Fax Number: (309) 765-3358

E-mail Address:DeakyneMarkR@JohnDeere.com

Authorized Signature: Mark R. Deakyne

Authorized Name (typed): Mark R. Deakyne

Title: Contract Manager

Date: March 18, 2015

Notarized

Subscribed and sworn to before me this 18th day of March, 20 15

Notary Public in and for the County of Rock Island State of Illinois

My commission expires: 10/7/15

Signature: Susan L Kroeger

OFFICIAL SEAL
Susan L. Kroeger
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT 07, 2015

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
   JDCRS' only option for payment terms is Net 30 Days.
2) Identify any applicable leasing or other financing options as defined herein.
   JDCRS does not play a role in leasing, financing or payment terms other than Net 30 Days.
   John Deere Construction & Forestry does offer financing and leasing options through John Deere Credit. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Credit also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Credit.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
   a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

   NJPA member will contact their local dealer for assistance with machine and option selection. Local dealer or NJPA member, at their option, will forward the official quote request to JDCRS. JDCRS will generate official quote and return for confirmation. The JDCRS quote will state that the purchase order is to be made to JDCRS. Dealerships are not authorized to accept purchase orders. We will follow a Business-to-Government order process. NJPA member will submit their purchase order to John Deere Construction Retail Sales for processing, noting the JDCRS quote number and the NJPA contract number on the PO. JDCRS will ship the unit to the local John Deere Dealer. Delivery of product is handled by the designated delivering dealer. JDCRS invoices NJPA member upon product delivery acceptance receipt.
4) Do you accept the P-card procurement and payment process?
   JDCRS will accept P-card procurement and payment process.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
   US CAN Deere Warranty Statement.pdf is attached.
6) Do all warranties cover all products/equipment parts and labor?
   See paragraph A of the attached warranty.
7) Do warranties impose usage limit restrictions?
   See paragraph D of the attached warranty statement. Usage hours are not limited for most equipment during the standard warranty period, but limitations on usage behaviors are in place.
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
   Per paragraph E of the attached warranty statement, John Deere is not responsible for travel time, mileage or service calls by the dealer.
9) Please list any other limitations or circumstances that would not be covered under your warranty.

In addition to the information in the attached warranty statement, product warranty is tied to the specific region where a machine was originally marketed, and does not follow the unit if it migrates from one area to another. For example, an authorized John Deere dealer in the U.S. can complete warranty repairs only on a product that was originally marketed within the U.S.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
All geographic regions of the United States are assigned to a John Deere Construction and Forestry Company (JDCFC) dealer. Each dealer has multiple certified technicians to perform warranty repairs.

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
John Deere is responding to this RFP with its complete product offering of Heavy and Medium Construction Equipment and Commercial Worksite Products Compact Equipment including standard factory warranty. Current model numbers are indicated in the NJPA Discount Matrix RFP 032515.xls file. These product lines include:
    - Articulated Dump Trucks
    - Backhoe Loaders
    - Compact Track Loaders
    - Crawler Dozers
    - Crawler Loaders
    - Excavators (Deere/Hitachi), [Heavy, Medium, and Compact]
    - High-Speed Dozer
    - Landscape Loader
    - Motor Graders
    - Skid Steer Loaders
    - Wheel Loaders [Heavy, Medium, and Compact]
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
We are offering a percentage discount off list price by product model. The discount will apply to base models and options within a price book section/category that lists a dollar value ("See Parts" items not included). A listing of discounts offered is attached NJPA Discount Matrix RFP 032515.xls file. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. In calculating these discounts we are obligated to make sure they are in line with our GSA contract. Therefore, we are providing NJPA our most favored customer price.
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
The discount range varies from 21% to 43% across are product range. Please see the attached document NJPA Discount Matrix RFP 032515.xls.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
Further to item # 12, we are offering a percentage discount off list price by product model. The List prices can be found in our price pages directory. Price pages are confidential and should not be made available to the general public as part of this submittal. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. Current price pages will be forwarded to NJPA as soon as they are available.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
John Deere Construction Retail Sales (JDCRS) can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items, allied items, and Dealer provided services. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Bradco Rock Saw). Dealer provided services are items such as "annual PM services and extended warranty". Non-contract, allied, and Dealer provided service items would be sold as "sourced goods" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote.

Sourced goods will appear on the purchase order (PO) with the contract item and would be listed as "Dealer sourced..." For example, a NJPA Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract) and a Bradco Rock Saw (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer sourced fuel cap and Dealer sourced Bradco Rock Saw" items. We successfully use this process on other contracts.

16) Describe your NJPA customer volume rebate programs, as applicable.
John Deere Construction Retail Sales does not offer a volume rebate program.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are negotiated between the customer and the dealer. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so are paid to the contract proposer then credited to the dealer.
Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and thoroughly clean the unit prior to customer acceptance. The cost of the PDI is negotiated between the customer and the dealer and will vary by machine model and complexity. The cost of the PDI is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the NJPA members' local John Deere Dealership. All shipments will therefore be FOB Destination Pre-Paid Added - freight will be quoted at time of machine inquiry and annotated as a line item on the JDCRS quote. PO payment for both equipment and freight is likewise payable to JDCRS. Buying agency will need to supply the full address for the end-user's location at time of quote request. Should buying agency choose not to use their most local dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly.
The dealership may charge a local delivery fee which is negotiated between the customer and the dealer. The cost of the local delivery is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer. The NJPA customer has the option of accepting delivery at the dealership negating any local delivery fee.
This same policy will adhere for shipments to Alaska and Hawaii.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

____X___b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?
__X___ YES _____ NO Outline guidelines and program.
For each batch of orders quoted/received at the same time, from the same buying entity, the following volume discounts will be apply:

2-4 Machines 1.5%
5-7 Machines 3.5%
8-14 Machines 5%
15-30 Machines 7%

21) Describe in detail your proposed exchange and return program(s) and policy(s).
John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

As defined in item number 18, we will provide an integrated quote to the customer for the full delivered freight along with the machine and/or attachment requested. Freight is in addition to the machine price, does not receive the equipment discount, and must be included on the same PO to JDCRS as the equipment. John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted. These rules apply to all NJPA buying agencies, whether located in the continental United States or in Alaska or Hawaii.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

All quotes are created through our office. This central point nearly eliminates inaccuracies subject to a nationwide dealer network. Purchase orders are processed through our office as well. The purchase orders are reviewed by the account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and published discounts. Additionally, the contract manager audits the accuracy of the contract sales and administrative funding fee recorded by the contract administrator.

Industry-Specific Items

24) What is your US market share for the solutions you are proposing in this response?
In the government heavy construction equipment market Deere's share is ~29%.

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?
John Deere is register with the International Standards Organization 9001 for quality management.

26) Do you hold any environmental management system certifications such as ISO 14001?
For more information on John Deere's Environmental Stewardship visit:
http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?
Not Applicable

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?
Our warranty program is handled directly through the John Deere Dealerships. The warranty of Sourced Goods will follow the warranty policy for that good.

29) For how many years have the models you are proposing in this response been available in the marketplace?
Although the year in the marketplace varies by model, John Deere has been manufacturer heavy construction equipment for nearly seventy years.

30) What is your parts order fill rate?
When unable to provide a part over-the-counter, the local dealer can get the part from a regional or major distribution center. Emergency orders entered by 5 p.m. (Monday - Friday) at your local dealer are shipped the same day from our regional centers. Emergency orders are also shipped during Saturday with no added surcharge. Two levels of emergency backup, FLASH™ and FLASH+™ systems, result in a fill level that exceeds 99%.

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?
Preventative maintenance services are a dealer provided sources service. Please review Form P item 15 above.

Signature: _____ Date: 18Mar2015

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NJPA
National Joint Powers Alliance®

[illegible]
[illegible]
[illegible]

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.

NOTICE OF AWARD TO JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES, INC.
Request for Proposal #032515
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES

May 19, 2015

John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.
1515 Fifth Avenue
Moline, IL 61265

Dear Mr. Deakyne:

Congratulations! You have been awarded an NJPA national contract for procurement of "Heavy Construction Equipment with Related Accessories, Attachments and Supplies." Your proposal was accepted, deemed responsive, evaluated and recommended for award by NJPA's Bid Evaluation Committee as a solution to meet our members' needs. The NJPA Board of Directors subsequently approved a national contract award to John Deere Construction Retail Sales a division of John Deere Shared Services, Inc. at their monthly meeting on May 19, 2015.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. Please find attached the NJPA Acceptance and Award – Forms D and E.

Tony Glenz will be your NJPA Contract Manager and will be contacting you soon to advise you on how the contract will be launched and maintained. Tony's contact information is listed below:

Office Phone:	218-894-5491
Cell Phone:	218-371-1671
Email:	Tony.glenz@njpacoop.org

Sincerely,

Jonathan Yahn
Contracts and Compliance Manager

cc: Tony Glenz

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

NJPA Authorized signature: _____ Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: _____ Mark R. Deakyne
(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 **NJPA Contract Number 032515-JDC**

Form A

PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Please identify the person NJPA should correspond with from now through the Award process:
Name: Mark R. Deakyne E-Mail address: DeakyneMarkR@JohnDeere.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
John Deere Construction Retail Sales (JDCRS) has a full line of Construction and Commercial Worksite Products (CWP) to provide solutions to the National Joint Powers Alliance (NJPA) Membership. For clarification purposes, "Construction" equipment refers to the larger, full size equipment, while "CWP" refers to the small, mini, and compact equipment offerings. Our products offer NJPA and the NJPA Membership a superior value and our global dealership network offers unsurpassed customer support. We are excited for the opportunity to continue our partnership with NJPA and the NJPA Membership striving to be their preeminent Heavy Construction Equipment supplier.
2) What are your company's expectations in the event of an award?
John Deere Construction Retail Sale's expectations are to continue strengthening and building new relationships with NJPA and the NJPA membership by providing Heavy Construction Equipment solutions through our innovative state of the art products and superior customer service.
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
John Deere Shared Services, Inc.
DBA John Deere Retail Sales
PO Box 8806
1515 Fifth Avenue
Moline, IL 61265-8806
(309) 765-0294
Tax ID: 36-3387700
4) Demonstrate your financial strength and stability.
Enclosed is the Deere & Company 2014 Annual Report. A hyperlink is provide below:
http://investor.deere.com/files/doc_financials/annual_reports/2015/2014_annual_report_v001_g1fx1i.pdf
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
No.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
Committed to those linked to the land
Since 1837, John Deere has seen a great many changes in its business, its products, and its services. Change always comes with opportunity. And Deere has always been ready and willing to embrace it. Yet, through it all, John Deere is still dedicated to those who are linked to the land – farmers and ranchers, landowners, builders. And Deere has never outgrown, nor forgotten, its founder's original core values: integrity, quality, commitment and innovation. Those values determine the way we work, the quality we offer, and the unsurpassed treatment you get as a customer, investor, and employee.
7) How long has your company been in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry?

John Deere Dubuque Works opened in 1947, and John Deere's Construction & Forestry Division was established in the mid-1950s, and then called the Industrial Equipment Division. In late 1957 and early 1958, John Deere appointed its first dealers who were responsible for selling construction equipment exclusively. Today, John Deere Construction & Forestry full-size products are distributed through a network of more than 600 dealer locations worldwide.

8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed? Manufacturer
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing. Not Applicable
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   We have dedicated two account managers and one administrator to support the needs of our NJPA contract. The account managers promote this contract to John Deere Dealers and customers, provide guidance on using the contract, and team with the John Deere Dealer network to provide customer solutions.
   Also, the account managers work with the John Deere dealer network to ensure prompt delivery and customer service satisfaction.
   The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In the United States, John Deere Construction & Forestry Company has 40 dealer owner groups representing over 350 retail locations. All geographic areas of the country belong to a JDCFC dealer's assigned territory. Additionally, John Deere has over 1200 dealer locations servicing Commercial Worksite Products in the United States.
   c) Are these individuals your employees, or the employees of a third party? Third party.
   d) If applicable, is the Dealer Network independent or company owned? The Dealer Network is independent.
9) Please provide your bond rating, and/or a credit reference from your bank.
   **The senior long-term and short-term debt ratings and outlook currently assigned to unsecured company securities by the rating agencies engaged by the company are as follows:

	Senior Long-Term	Short-Term	Outlook
Moody's Investors Service, Inc.	A2	Prime-1	Stable
Standard & Poor's	A	A-1	Stable

   **From Deere and Company 2014 Annual Report

10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
   John Deere Construction & Forestry Company maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources, Tax and Legal Departments. John Deere self-audits and is regularly audited by Deloitte & Touche for compliance with all required licenses, certificates and regulations.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
   All John Deere Construction & Forestry dealers and John Deere Commercial Worksite Products dealers are bound by a dealer contract that requires them to hold all appropriate certificates and licenses to conduct business in their assigned area of responsibility.
12) Provide all "Suspension or Disbarment" information as defined and required herein. Not Applicable
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
   Enclosed is our Certificate of Insurance for our current Contract 0060311-JDC
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.
   Construction Equipment (CE) [heavy and medium size equipment]

Articulated Dump Trucks	Backhoes	Crawler Dozers	Crawler Loaders
Excavators	Four Wheel Drive Loaders	Motor Graders	Tractor Loaders
Blades	Brooms	Buckets	Forks

Commercial Worksite Products (CWP) [compact equipment]

Compact Excavator	Compact Track Loaders	Compact Wheel Loaders	Skid Steer Loaders
Augers	Buckets	Blades	Brooms
Forks	Grapples	Hammers	Snow Blowers

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
John Deere has a longstanding history of supporting its customers. As a direct result, John Deere Corporate has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship.
A current listing of these awards is enclosed: John Deere – citizenship milestones.pdf

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
Due to privacy reasons, customers preferred not to provide testimonials. We can assure you that we have proven experience in multiple states working with cooperative purchasing members similar to NJPA members.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
John Deere Construction Retail Sales sells direct to federal, military, state and local agencies for John Deere Construction & Forestry Company. JDCRS averages over 90 million dollars in annual sales to customers across the United States. Our John Deere dealers average over 700 million dollars in sales to governmental agencies. Specific customer information is consider confidential and proprietary and cannot be provided.

18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.
As stated above, details of our sales are considered confidential and proprietary and cannot be provided. We have a dedicated staff whose core function is to sell to the government and continually seek out new customers to increase sales. Our John Deere dealer network considers governmental sales as core business and is equally committed to supporting and growing this business.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
JDCRS has a dedicated governmental sales department, based out of Moline, IL, that focuses 100% of their time on the sales of construction equipment to governmental and other public agencies. There are five Account Managers to support this business. Each manager is assigned specific customer accounts that span across the United States. The account managers provide contract sales training to the John Deere dealer network. Both the account managers and the dealership support the sales process for the customer from quote to delivery and resolve any customer concerns. They develop relationships and understand the equipment needs of the end user, purchasing agents, contracting officers and administrators. All account managers' work with the John Deere Dealerships to provide local machine delivery and customer service when needed.

20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
In the United States, John Deere Construction & Forestry Company has 40 dealer owner groups representing over 350 retail locations. All geographic areas of the country belong to a JDCFC dealer's assigned territory. Additionally, John Deere has over 1200 dealer locations servicing Commercial Worksite Products in the United States. John Deere dealers allocate sales and service attention proportionally as their market demands, and John Deere cannot make any commitments on behalf of its dealer network.

21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

John Deere manufactures reliable, operator friendly equipment that keeps customers safe and productive. We also provide a well proven customer support processes to identify any product issues and resolve them efficiently and effectively.

Factory Support is centralized through DTAC (Dealer Technical Assistance Center) which provides direct factory engineering and technical product support to our worldwide dealer network. DTAC also maintains an extensive database of problems/solutions which is used to speed diagnostic time and to communicate common concerns to all dealers. In addition, we have trained and experienced MPSO (Manager Product Support Operations) field personnel located throughout the world to support our dealer network. These representatives work closely with all parties, from the customer to the factory, to provide a speedy and satisfactory solution to any issues which the dealer cannot readily resolve.

The John Deere dealer network, with over 350 Construction Equipment and 1200 CWP Equipment locations in the United States, will be responsible for servicing the equipment sold to the members of the NJPA. Each independently owned dealer offers a mix of products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online parts ordering, and dealer commitment to quality provides members the service needed to avoid costly downtime. Dealers give their utmost effort to align the most qualified technician to each service job. Additionally, most dealers offer some form of mobile maintenance service which provides convenient, on-site service. Technicians are factory-trained and certified on the service in support of the products contemplated in this RFP. Each dealership is required to have certified technicians for each product they sell as a contractual requirement by John Deere.

In addition, JDCFC dealers are all required to maintain all the necessary Special Tools, Technical Publications and Diagnostic equipment to provide the highest level of support.

22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

As stated above, the support of equipment is managed and performed by the John Deere dealer network. Nearly all dealer locations offer field service. JDCFC provides consistent and thorough training to dealer technicians and parts personnel throughout the United States in support of a positive customer experience. Should there be a need for equipment service, it will be the NJPA member's responsibility to contact their local dealer for service. Warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be resolved by the John Deere dealer, the dealer works with JDCFC's Dealer Technical Assistance Center (DTAC) for elevated support. This process is typically transparent to the customer.

Primary contact will be with the dealer network, but for problem resolution & escalation the NJPA Deere Account Manager is also available at 1-800-319-3757.

23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.

To guarantee the highest quality of dealer support, all dealers must have at least one Certified Service Technician (CST) as well as proper spare parts and tools in stock for every machine class before they can bring a new machine into their area. There are many requirements to become a CST, including the following:

- Complete Level 1 machine component certification
- Complete Level 2 courses online for machine type (typically five classes)
- Attend a Product Capstone class
  - At least one year at the dealership and experience with the machine for which they are testing
  - Be proficient with Service ADVISOR
  - Interpret electrical and hydraulic schematics/diagrams
  - Be able to proficiently use all required diagnostic tools
  - Have a working knowledge of the theory of operation of the different systems on the product
  - Understand and use the seven steps of troubleshooting
  - Class is a minimum of 75% hands-on

24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract. None.

25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:
- Exempt from state and federal income taxes
- Generally funded exclusively by contributions
- Function to provide charitable, safety, educational, and other beneficial services to entire communities.
- Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify.
- If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.

26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.
Due to the distance and mode of transportation, delivery times for equipment sold to customers located in Alaska, Hawaii, and the US Islands cannot be predicted. JDCRS will work closely with the local John Deere and the customer to reach a mutually agreed upon delivery schedule.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
We will issue the following information upon award:
- DealerNet Link – Internal John Deere dealer website which will provide all contract information i.e.; eligible customers, dealer compensation, ordering process, pricing.
- Dealer Sales Bulletin – Outline of award and points of contact in JDCRS and DealerNet
- Communication to John Deere Territory Sales Managers, Division Sales Managers - Outline of award, and points of contact in JDCRS and DealerNet;

The JDCRS Account Managers work with the John Deere C&F Division Sales teams by participating in meetings and training events to educating the dealers and John Deere personnel on the contract. We use these opportunities to generate an understanding of the NJPA contract benefits and solutions to NJPA eligible customers. Additionally, the Account Managers communicate the awarded contract with key customers who have expressed interest in purchasing John Deere products; promoting NJPA as a simplistic resolution that satisfies the cumbersome, time consuming, and tedious bid process. We see the NJPA contract as the number one solution for these eligible customers.
At key trade shows we will have available to the public a brochure on our NJPA contract and offerings available to participants.

28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
In addition to item 19, we've incorporate a NJPA marketing strategy in our yearly Department Marketing Plan. This plan focuses on strategies to grow the business. We have goals and metrics by which can gauge our success. We receive input from the NJPA support staff to provide guidance for marketing NJPA and leverage their acquired knowledge to develop our marketing program.

29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
John Deere has a dedicated Marketing Communication Department that supports the needs of our Division and our Department. Each year they develop a Fleet guide of our full line of equipment that promotes our products. For our department a Government Contracts booklet is created and distributed annually to our dealership network. Both are available in print and electronic format. Direct mail campaigns are developed as needed and magazines such as the *Worksite Journal* and *The Dirt* are published and distributed quarterly. In conjunction with NJPA, the John Deere Dealerships in New York and John Deere Construction Retail Sales is publishing a direct mailer to market the adoption of the NJPA Heavy Equipment contract by the New York State Office of General Services.
Enclosed are the publications *The Dirt* and *Worksite Journal*.

30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
JohnDeere.com provides detailed product information for the products being offered in this RFP.
Customers are able to view information on product features, specifications, and accessories. Via JohnDeere.com, NJPA members are able to "build-their-own" product. Customers choose the product category and subsequent product options to specify their desired piece of equipment. We encourage all customers to consult the local John Deere dealer for product code selection as they have the expertise and training to properly configure a machine. Selections

are then shared with the local dealer for a quote. JDCRS may be contacted for the applicable NJPA discount as well. See the attached links for examples of product information and "build-your-own" available through JohnDeere.com.
Product Information:
http://www.deere.com/en_US/industry/construction/construction.page?

Build Your Own Sample:
http://www.deere.com/wps/dcom/en_US/products/equipment/motor_graders/870g_gp/870g_gp.page?

31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
We envision that NJPA and John Deere will continue to work together identifying opportunities and promoting sales. Together we have an engaged in conference calls, webinars, dealer meetings and mailings to increase NJPA awareness, membership, and resultant sales.
Enclosed is a mailer: Value of NJPA flyer John Deere.pdf

32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
John Deere's marketing strategy focuses on two techniques Deep Customer Understanding (DCU) and Deliver Customer Value (DCV). DCU means we fully understand, translate, and deliver our customers' specific local needs through profitable, innovative, and value based solutions better than any competitor. DCV is about profitably translating our customers' needs into products and services that meet or exceed those needs at prices our customers are willing to pay.

33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
John Deere Construction Retails Sales has senior management's full support on our current NJPA contract and their embracement with the new contract will not waiver.

34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes __X__ No

a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.

35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?
We communicate pricing discounts, and sales processes through the following means:

- DealerNet Link – Internal John Deere dealer website which will provide all contract information i.e.; eligible customers, dealer compensation, ordering process, pricing, and discounts.
- Dealer Sales Bulletin – Outline of award and points of contact in JDCRS and DealerNet
- Communication to John Deere Territory Sales Managers, Division Sales Managers - Outline of award, and points of contact in JDCRS and DealerNet.

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
Personally, I have over three years' experience, the Account Manager that manages the NJPA account has over five years' experience, and the Manager, Government Sales has over twenty-five years' experience with national, state, and local cooperative contracts.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
We deem that information as confidential. We would not ask NJPA to provide us the dollar sales volumes of our competitors on the NJPA contract.

38) Identify any GSA Contracts held or utilized by the Proposer.
GSA Contract Number: GS-30F-0013U

39) What is the annual combined dollar sales volume for each of these contracts?
John Deere Construction Retail Sales sells direct to federal, military, state and local agencies for John Deere Construction & Forestry Company. JDCRS averages over 90 million dollars in annual sales to customers across the United States. Our John Deere dealers average over 700 million dollars in sales to governmental agencies.

40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

We let the customer decide their best legal procurement method. We educate the customer on what we have to offer within their geographical area and let them make the choice. NJPA is a valuable add to our business. Many of our dealers have embraced the NJPA contract and are using the NJPA contract to increase sales and provide better service to their customers.

41) How would you leverage an NJPA awarded contract in your sales process?
Like our John Deere products we value sell the NJPA contract. We incorporate NJPA in our sale process by determining if their purchasing regulations permit them to use a cooperative purchasing contract. If so, we provide them with a value based solution which benefits them in the following ways:

- Contract competitively solicited for you
- The formal contracting (bidding) process is satisfied
- Eliminates low bid / low quality issues
- NJPA is a government entity
- NJPA staff are public employees
- The John Deere can be purchased now not months later

42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods. John Deere Construction Retail Sales will continue to pay NJPA 1%

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? _X___ Yes ____No
Training on equipment operation and safety is available through the John Deere Dealer network. Additional distance-learning classes are available on basic equipment systems for certain products through John Deere University. John Deere University is only one of the many resources offered to customers via the Customer Personal Service website, http://mycps.deere.com. Other resources include product and part cross references, engine information and more.

44) Is this training standard as a part of a purchase or optional?
The local John Deere Dealership conducts general operation and maintenance training as part of the purchase. In depth product or specific system training is optional and can be arranged through the customer's local dealer.

45) Describe current technological advances your proposed equipment/products and related services offer.
Technology is at the heart of business innovation and John Deere utilizes the latest software and technological breakthroughs in providing customers with state-of-the-art products and services. John Deere prides itself on developing products with cutting edge technology. John Deere WorkSight offers five technologies in a one-of-a-kind offering bringing together our most advanced technology into one seamless package. And in the process, it also brings together the machine, the technician, and the customer:

- JDLink Telematics - gives you remote access to fleet location, fleet utilization and unparalleled diagnostic data.
- Machine Health Prognostics - turns JDLink, machine inspection, and fluid analysis data into smart machine health solutions.
- Remote Diagnostics and Programing - Your John Deere dealer can help you reduce downtime by reading diagnostic trouble codes remotely, as well as recording performance readings.
- Payload Weighing - Payload weighing systems for wheel loaders and ADTs enable production tracking and business optimization.
- Grade Control - Now you can do the same work you have been doing for years with more speed, fewer passes, and greater accuracy.

For more information on John Deere Construction Technology solutions visit:
http://www.deere.com/en_US/services_and_support/technology-solutions/construction-technology-solutions/construction-technology-solutions.page

46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
Safeguarding the environment is nothing new to John Deere. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. John Deere works tirelessly to develop and offer products that are efficient and effective and minimize environmental impact. And we design, build, and support those products in offices, factories, and dealerships that are built and maintained with the environment in mind.

- **Our 2018 Enterprise Eco-Efficiency Goals** - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle. We look forward to keeping you informed about our progress toward achieving these ambitious goals.
- **Our operations and the environment** - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems. Systems that sustain air and water quality. Systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact.
- **Our products and the environment** - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs and by incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment.

For more information on John Deere's Environmental Stewardship visit:
http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
John Deere is committed to Supplier Diversity. Each year we submit a commercial sub-contracting plan that outlines our commitment to use WMBE's, SBE's, and other MBE's in support of our business to GSA. Our 2015 plan has been approved and enclosed is an excerpt that outlines which Small Business groups collaborate with our factories and businesses.
Excerpt of 2015 Subcontracting Plan Enclosed: Deere Company Small Business Plan.bmp

48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
As a company, John Deere is a strong force in construction equipment. We are also the worldwide leader in forestry equipment, and the world's leading manufacturer of farm equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.
Valuable Extras

- John Deere Construction and Forestry and Commercial Worksite Products dealers have over 8,000 factory-trained technicians
- Genuine John Deere Parts, highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with on-demand troubleshooting solutions
- Exclusive Fleet Care, reduce the risk of downtime and maintenance and repair costs with John Deere's industry exclusive Fleet Care proactive
- JDLink machine technology
- FLASH™ or FLASH+™ exclusive ordering systems offer unmatched parts availability

49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
John Deere offers their full line of heavy duty construction equipment product to NJPA and NJPA members. NJPA is our only national cooperative that offers our full product line as solutions to their membership's heavy equipment needs.

50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
Service contracts are not being offered as part of the bid. NJPA members are eligible to purchase John Deere's extended warranty, which covers failures due to defective materials or original workmanship at the conclusion of the factory warranty. Extended warranty is available for purchase from John Deere dealers on most models, but it is not discounted as part of this bid.

51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
JDCRS is not able to provide service for Canada or any other international geography via the contemplated NJPA contract.

52) Describe any unique distribution and/or delivery methods or options offered in your proposal.
JDCRS will ship the machine from the factory to the NJPA member's nearest authorized John Deere Dealership. The FOB terms will be addressed on Form P. Prior to delivery, the machine will undergo a Pre-Delivery Inspection which the customer will be charge. The customer may choose to either take delivery of the machine at the dealership's location or have the machine delivered locally to the end user's location. The local delivery is an optional charge.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: 18Mar15

Form B

PROPOSER INFORMATION

Company Name: John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Phone: (309) 765-0294 Fax: (309) 765-3358

Toll Free Number: (800) 319-3757 E-mail:DeakyneMarkR@JohnDeere.com

Web site: www.deere.com

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: Sandra Bridge-Chase

Email: Bridge-ChaseSandraG@JohnDeere.com Phone: (309) 765-0298

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Mark R. Deakyne Title: Contract Manager

Email: DeakyneMarkR@JohnDeere.com Phone: (309) 765-0294

Your Primary Contact person regarding your proposal:

Name: Mark R. Deakyne Title: Contract Manager

Email: DeakyneMarkR@JohnDeere.com Phone: (309) 765-0294

Other important contact information:

Name: Richard Murga Title: Account Manager

Email: MurgaRichard@JohnDeere.com Phone: (309) 765-0260

Name: Jayne Osborne Title: Contract Administrator

Email: OsborneJayneM@JohnDeere.com Phone: (309) 765-1996

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.22/6	Unless stated otherwise, a manufacturer…proposer is assumed to have a documented relationship with their dealer network where that dealer network is…authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.	"Subcontractor" does not apply to our dealer network. Dealers are not authorized to accept or process purchase orders resulting from this RFP. All POs will be processed through the Moline JDCRS office. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network.	NJPA Accepts
5.45/20	It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order.	JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time.	NJPA Accepts

Proposer's Signature: _____ **Date:** 18Mar2015

LEGAL Initials 4/4/15 Date

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Eastern Sierra ATV Adventure Trails System Project – Initial Review of Report to California Legislature

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

A. Accept public comment on the Eastern Sierra ATV Adventure Trails System Pilot Project, and
B. Conduct an initial review of a draft report to the California Legislature summarizing the Assembly Bill 628 combined-use Pilot Project, and
C. Provide Direction to staff regarding the draft report.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board is being requested to conduct an initial review of the Assembly Bill 628 Pilot Project report to the California Legislature. This item will be brought before the Board on December 15th as a public hearing.

In January, 2015, Inyo County approved the designation of seven combined-use routes where certain non – street legal vehicles are able to drive on County roads to access goods and services and OHV recreation. The four routes that have a start point on LADWP land have not been opened (see the discussion on limiting factors). Three combined-use routes were opened in July and August this year. These combined-use routes were designated per the Vehicle Code as amended by Assembly Bill 628 to add Vehicle Code section 38026.1. Pursuant to Vehicle Code section 38026.1(f), the County is required to submit a report to the California Legislature before January 1, 2016. Staff has used 1) requirements set forth in the Vehicle Code and 2) the Implementing Procedures as guidance for the development of this report.

Legislative Requirement for Submittal of Report to California Legislature
Vehicle Code section 38026.1 sets forth specific reporting requirements for the combined-use pilot program:

> 38026.1(f) Not later than January 1, 2016, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:
>
> > (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.
(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g)(1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

Section 9795 of the Government Code describes the submittal requirements for a Legislative Report.

Inyo County AB 628 Implementing Procedures
The AB 628 Implementing Procedures were initially approved early in 2012 and then revised at the January 22, 2015 route approval public hearing.

14. Each combined-use trail segment shall be monitored in the following ways.
    a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
        i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
    b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
    c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
    d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
    e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
    f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
    g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.

An analysis of each of the above requirements set forth in the Vehicle Code and the Implementing Procedures is included in the Draft Legislative Report.

ALTERNATIVES:

1. Provide specific direction to staff to revise the Draft Report to the Legislature or resubmit the Draft Report to your Board unrevised for consideration, potential revision and signature of the Chair following the Noticed Public Hearing set for December 15, 2015.

OTHER AGENCY INVOLVEMENT:

1. California Department of State Parks Off Highway Motor Vehicles Recreation Division - Grant Management for Signage Grant and Grant to complete CEQA and to purchase Road equipment.
2. California Highway Patrol - Completed initial safety evaluation that allowed routes to be open. Collected information on a) enforcement activities, b) collision data, and 3) call in complaints.
3. California Department of Transportation - Approved Signage and crossing of the State Highway System at US 395 at Lubken Canyon Road
4. City of Los Angeles, Department of Water and Power - Non-approval of combined-use start and/or end points on LADWP land.
5. Bishop District Bureau of Land Management – Information on OHV trail segments being linked to.
6. U.S. Forest Service, Inyo National Forest – Information on OHV trail segments that BLM roads link to (No designated combined-use routes link directly with USFS land).
7. California State Legislature - Evaluation of Assembly Bill 628 and future Legislation

FINANCING:

Legislative Report
The expense for the completion of the Legislative Report is being funded through the Inyo County Local Transportation Commission (LTC) administered funds.

State Parks Grant
The completion of the Environmental Impact Report was funded as followed (1) 74% through a California State Parks Off Highway Motor Vehicle Motor Recreation (OHMVR) grant, and (2) 26% through planning funds administered by the Inyo County Local Transportation Commission (LTC).

Phase II of the OHMVR grant will cover 74% of the expenditure for three Road Department vehicles (the Road Department will provide a 26% match).

Signage Grant
The installation of the signage required for the project was supposed to be funded through an agreement with the California State Parks OHVMRD in the amount of $100,000. The signage funds were only available until June 30, 2015. The County was reimbursed by the State for an invoice of $16,164.51 that included signage ($8,756.01) for the three combined-use routes that were opened to the public and also Road Department staff time ($7,408.49) for the installation of those signs. The Road Department was unable to recoup the expense for staff time incurred after July 1st. Additionally, the County was unable to recoup funds for signage for the four combined-use routes with starting points on LADWP land that have not been opened. Instead of returning the signage to the seller, County staff chose to keep this signage in the event future combined-use routes are opened. The County can repaint the sign face in the event that the signage is not required. Road Department funds were used to cover these expenditures as shown in the table below.

	County Only	Explanation
Signage	$12,689.01	Signage cost for the four routes with start point on LADWP land that have not been opened
Staff Time	$15,927.82	Staff time incurred after July 1, 2015
Total	$28,616.83	

Traffic Counts
Vehicle Code section 30826.1 and the Implementing Procedures require the collection traffic counts annually to monitor the number and type of vehicles used on the combined-use routes. Video traffic counts were completed in early November and were funded using Local Transportation Commission administered planning funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams Approved: ✓ Date 12/03/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12/3/15

Attachments:

1. Draft Report to California Legislature
2. Summary Letter per section 9795 of Government Code

COUNTY OF INYO

REPORT TO LEGISLATURE

Report submitted pursuant to Vehicle Code § 38026.1(f)

December 15, 2015

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St.
Independence, California 93526

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DRAFT

COMBINED USE ROUTES
DESIGNATED PER ASSEMBLY BILL 628

INTRODUCTION

AB 628, creating Vehicle Code section 38026.1, was passed by the Legislature and signed into Law in 2011. The bill authorized Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The pilot project will end on January 1, 2017 unless extended by the Legislature.

Vehicle Code section 38026.1(f) requires that no later than January 1, 2016

> " [t]he County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:
> (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.
> (2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.
> (3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

The prescribed Report follows;

The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) in 2012.

On October 12, 2012, the Adventure Trails System of the Eastern Sierra, LLC. (Applicant) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and the Implementing Procedures. Several applications were revised in response to County and public agency comments on June 21, 2013. The application packets requested either the County of Inyo designate, , proposed combined-use routes measuring up to 10 miles long on certain unincorporated County roads; or the City of Bishop to designate combined-use routes of up to 3 miles long on certain roads maintained by the City of Bishop.

Before the Board of Supervisors considered the 38 combined-use applications, the project proponents requested that the Board limit its consideration to just 8 combined-use routes, one of the routes being revised. On January 22, 2015, the Board of Supervisors approved seven combined-use routes. Of those seven routes, only three have been opened because of issues related to the underlying ownership of the start point for four of the approved routes (see *Limiting Factors* discussion below).

Just prior to the 3 combined-use routes being opened, County staff sent out a letter via e-mail to: the Sheriff's Department, California Highway Patrol, Bureau of Land Management, Inyo National Forest, City of Los Angeles Department of Water and Power, California Department of State Parks, and California Department of State Parks. Staff sent additional correspondence to each of these parties in late September to satisfy the Implementing Procedures notification requirement to advise those agencies of the Board of Supervisors consideration of the Report to the Legislature within 60 days.

As guidance for the development of this report, Inyo County has used 1) requirements set forth in Assembly Bill 628 and 2) the Implementing Procedures.

LEGISLATIVE REQUIREMENTS FOR SUBMITTAL OF REPORT TO CALIFORNIA LEGISLATURE

1. ROUTE DESCRIPTION

The tables below identify each of the designated combined use routes, describes the start and end points, states the portion of Government Code the route was designated under, states the opening date when non-street legal vehicles were able to start using the route, and provides a description of the combined-use route.

Bishop Area Route		
#	**Start & End Point**	**Opening Date**
15	Britt's Diesel to Poleta OHV Open area	August 5, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 15 combined use segment provides a link between Britt's Diesel in Laws and the Poleta Canyon OHV Open Area. The combined-use route starts by traveling south on Joe Smith Road, turns left or east onto Silver Canyon Road, turns south onto the Laws – Poleta Road, turns left or east onto Poleta Road, angles right onto Eastside Road, turns left onto Redding Canyon Road, and then turns left into the Bureau of Land Management managed Poleta Canyon OHV Open Area. The total length of this segment is 6.0 miles. The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (Bureau of Land Management or Inyo National Forest) and Natural Resources (Los Angeles Department of Water and Power). This route traverses lightly traveled roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628.		

Independence Area Route		
#	**Start & End Point**	**Opening Date**
1	Independence Inn to Betty Jumbo Mine Road turn	July 14, 2015

Route designated provides a link between a necessary service facility and an OHV trail segment
Route Description: Independence No. 1 combined use segment provides a link between the Independence Inn in Independence to Inyo National Forest Road number 36E401 (Betty Jumbo Mine Road) located in the Inyo Mountains east of the community of Independence. The combined-use segment starts at the Independence Inn. The segment continues eastward on Park Street to its intersection with Clay Street. At Clay Street, the segment turns south to its intersection with Mazourka Canyon Road. The segment then turns eastward and follows Mazourka Canyon Road to its intersection with road number 36E401. Road number 36E401 starts on Bureau of Land Management land and is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 8.5 miles. The route starts at a motel part of the Central Business District and then travels past a mix of residentially zoned properties, industrially zoned properties and Public zoned properties before heading out toward the edge of town past Rural Residential parcels. Off of the map below to the east is one more Rural Residential parcel and then the remainder of property is zoned Open Space and designated Natural Resources or State and Federal Lands.

Lone Pine Area Route		
#	**Start & End Point**	**Opening Date**
1	Boulder Creek RV Park to N. Fork Lubken Ck	July 24, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Lone Pine No. 1 combined use segment provides a link between the Boulder Creek RV Park in Lone Pine to a dirt road on Bureau of Land Management land that goes to the mouth of a canyon on the North Fork of Lubken Creek Canyon. The combined-use segment starts at the Boulder Creek RV Park and travels west across US Highway 395 and up Lubken Canyon Road to its intersection with Horseshoe Meadows Road. The segment turns south on Horseshoe Meadows Road to the end of the combined-use segment on a BLM road. The BLM road to the North Fork of Lubken Creek is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 4.3 miles. The route starts at an RV Park and Store that is zoned Multiple Residential. The route crosses US 395 and passes to the south of the Foothill Trailer Park before continuing up Lubken Canyon Road on land zoned Open Space. The route continues on Open Space land to its end where it is close to land zoned Rural Residential. The route crosses US 395 and has signage specified by Caltrans.		

2. EVALUATION – OVERALL SAFETY AND EFFICTIVENESS OF THE PILOT PROGRAM

Pilot Program Impact on Traffic Flows

Safety

The Inyo County Sheriff's Department and California Highway Patrol maintained a record of 1) OHV accidents on combined-use routes, 2) citations issued to OHVs on combined-use routes, and 3) for complaints received. As of the date that this report was written, the County has received one complaint regarding a Side by Side or UTV driving on State Route 168 west of Bishop near Starlite Road. This area is not adjacent to, or close to, any roads that are designated for combined-use. The traffic flow on the designated combined-use routes is quite light.

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Off-Highway Vehicle Usage on Existing Trails
The Bureau of Land Management (BLM) applied for and received a grant to count the number of OHVs on BLM maintained roads adjacent to County combined-use routes. They will not receive the grant funding until January 2016 and likely will not have usable data collected for a year after that.

Based on the feedback received so far, it appears that there has been no significant change in OHV trail usage. County staff has observed a small number of ATVs and UTVs using the combined-use routes.

Off-Highway Vehicle Incursions into area not designated for off-highway vehicle usage
One comment was received detailing OHV incursions into an area not designated for combined use. The Environmental Impact Report approved by the County for the project estimated a percentage of OHVs using County roads at that time. This was based on County staff observations. The same staff does not perceive there to have been a significant change in ridership since the combined-use routes have been open to the public.

Off-Highway Vehicle Impact on Nonmotorized Recreation
The County has received no indication that there has so far been any impact on nonmotorized recreation.

3. PUBLIC COMMENTS

Approval Hearing
The minutes from the January 22, 2015 public hearing are enclosed. In addition a large number of comment letters are included as a part of the agenda packet that was presented to the Board at the January 22nd public hearing and are available to view online. As a part of the environmental review of the projects, the County received 137 comment letters, one of which was a form letter received from 2,900 different parties.

Comments in support of the designation of the combined-use routes cited:

- Potential economic benefit for area communities
- Diversification of the touristic economy
- Implementation of a system that would make regulations easier to understand
- ATVs and UTVs are not much different than other vehicles allowed to use the road
- Mitigation (hours of operation, speed limit) will make the impacts less than other currently legal street vehicles
- Will provide recreation opportunities for handicapped and wounded warriors
- ATVs and UTVs are already using County and City roads
- Use already exists, designated routes will help define areas legal to ride

Comments opposed to the designation of the combined-use routes cited:

- Potential proliferation of OHV routes
- Vehicle behavior – these types of vehicles have a record of not obeying road closures and use restrictions in other areas
- Liability concerns

- Noise
- Traffic safety hazard
- The success of the program could hurt other forms of touristic recreation
- Law enforcement not adequate

General Comments
The County, per its Implementing Procedures, maintains a website at http://www.inyoltc.org/ab628impl.html where concerned parties can comment on the combined-use routes. As of November 13th, the County had received one e-mail regarding combined-use routes. This letter raised concerns about: 1) a UTV or Side by Sides with an out of state plate traveling on State Route 168 and 2) an ATV crossing US 395. Both of these sightings were not located adjacent to or close to a designated combined-use route.

Pilot Program Public Hearing Comments
The Draft Minutes from this meeting and the December 15, 2015 public hearing will be inserted into this portion of the document before this document is submitted to the California Legislature.

INYO COUNTY AB 628 IMPLEMENTING PROCEDURES

The AB 628 Implementing Procedures were initially approved early in 2012 and then revised at the January 22, 2015 route approval public hearing.

14. Each combined-use trail segment shall be monitored in the following ways.
    a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
        i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
    b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
    c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
    d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
    e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
    f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.

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g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.

14a & 14b. Public Works Department staff has communicated with the Sheriff's Department and the California Highway Patrol (CHP). CHP created files to 1) monitor complaints, 2) record any tickets issued to OHVs on combined-use routes, and 3) to record any collisions. As of the date of this report the only report received by CHP was forwarded from the Public Works Department.

14c. The County retained a consultant to conduct a traffic county over a three-day period as prescribed. Traffic counts were conducted in two locations on each combined-use route. The traffic count is attached as Exhibit G.

14d. A Route Monitoring Report completed in late October is attached as Exhibit H. No evidence of new route creation or inappropriate behavior was cited. The report did suggest the placement of additional signage. Road Department staff installed additional signage.

14e. County staff sent e-mail correspondence to Bureau of Land Management, Inyo National Forest, LADWP, CHP, and Sheriff's Department on July 10, 2015. A reminder notice was sent on September 23, 2015 to these same agencies.

14f. County Public Works Department staff maintained a website at http://www.inyoltc.org/ab628impl.html.

14g. The notification sent on July 10th as described in Section 14e above doubled as a 90 day notice that the County would be preparing a report to submit to the California Legislature. In addition, County staff sent a reminder e-mail on September 23rd requesting that the agencies send correspondence to the Public Works Department by November 19, 2015.

Signage

The Implementing Procedures generally stated the following regarding signage.

10. If the funding for the purchase and installation of signage is not forthcoming as set forth In Section 38026.1, the County shall work with the applicant to identify funding to install signage identified in Section No. 6. The purchase and installation of this signage shall be revenue neutral to the County. That is, if the funding for the signage is not forthcoming from the State, the applicant shall be responsible for this expense.

The County entered into a contract with State Parks after the AB 628 legislation was passed. However the funds reverted before the County was actually able to install the signage. As a result the County Road Department was forced to fund $28,616.83 for staff time and equipment for the installation of required combined-use signage.

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PILOT PROJECT SETTING

All of the proposed and designated combined-use routes are on roads which are part of the Inyo County Maintained Mileage System. All of the proposed and designated combined-use routes rotate around communities in the Owens Valley and into adjacent mountain ranges. The land ownership pattern in the Owens Valley is very distinctive. The communities are primarily private property though land owned by the Los Angeles Department of Water and Power is interspersed with and adjacent to the communities. Surrounding the communities and in the lower part of the Valley are lands primarily owned by the City of Los Angeles Department of Water and Power. On the alluvial fans are lands owned by the Bureau of Land Management (BLM). BLM lands form a type of "bathtub ring" around the valley. The two exceptions are the southern Inyo Mountains and the Volcanic Tableland north of Bishop. Above the BLM land are properties owned and managed by the Inyo National Forest. A significant portion of Inyo County to the east of the Owens Valley is part of Death Valley National Park. ATVs and non-street legal vehicles are not allowed in any part of Death Valley National Park. An interlinked OHV road system needs to be implemented in cooperation with the City of Los Angeles Department of Water and Power and the Inyo National Forest.

In general, Inyo County does not own the land beneath the roads which are part of the Inyo County Maintained Mileage System. The ownership of the underlying land is typically with the adjoining property owner. It is assumed that the County has a right of way or easement to maintain the road. For the County to implement a combined-use network that truly interconnects and interlinks a combined-use roadway system, it needs to have agreement from the City of Los Angeles Department of Water and Power, the BLM, and the Inyo National Forest.

LIMITING FACTORS

The County was limited in its ability to designate combined use routes by the position of the City of Los Angeles Department of Water and Power and the Inyo National Forest. This is described in some depth below.

Inyo National Forest

The Inyo National Forest has repeatedly expressed general support for the project, although the Forest Service has specific concerns with the project. In particular, the Forest Service is concerned that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service believes that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used as a part of the Pilot Project. Before the Forest Service can consider entering into such an agreement or granting an easement for the roads, there would have to be compliance with the National Environmental Policy Act (NEPA). The Forest Service has maintained this position since at least February 2012. County staff's position has been that the roads are part of the County Maintained Mileage System and that the County has been controlling speeds and maintaining the roads since at least 1948, when the Inyo County Road Register was approved by the Board of Supervisors.

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No clear jurisdictional agreements have been located for the subject roads. If appropriate road right of way agreements can't be located, then the County could either 1) reach an agreement with the Forest Service or 2) demonstrate that the County has rights to use the roadway based on Revised Statute (RS 2477). To establish rights under RS 2477, the County would need to prove to a federal court that the road has been maintained since before the initial forest reserve (which later became the Inyo National Forest) was created in 1905. It should be noted that records for many individual roads go back earlier than the early 1900s; although, such records are difficult and time consuming to locate.

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

If the County conditions the use of the combined-use routes on the reaching of a jurisdictional agreement with the USFS, it should be noted that the process to negotiate right of way agreements on specific routes may take an extended period of time. Further, NEPA may require cultural surveys along the entire length of certain combined-use routes. Once the cultural information has been completed, it is estimated that it would take 12-24 months to complete NEPA. NEPA would have to be completed at the County's expense and the County would likely need to hire a consultant to complete the NEPA process. The NEPA evaluation will not be initiated until funding is identified to complete this process. The County intends to apply for a State Parks Off Highway Motor Vehicle Recreation Division (OHMVRD) grant to fund the NEPA review for those proposed combined-use routes that travel across USFS land. This will likely take two years before there is a resolution to this issue.

City of Los Angeles Department of Water and Power (LADWP)

LADWP has expressed reservations about the project from the start. LADWP has liability concerns and environmental concerns over the potential proliferation of illegal OHV use on Los Angeles-owned lands because of the designation of combined-use routes. In addition, LADWP is concerned over its ability and County's ability to enforce trespass laws on its lands. The County passed an ordinance following consultation with LADWP concerning an ordinance to facilitate law enforcement of off-road vehicle use on Los Angeles-owned land and on lands owned by others. LADWP is also concerned that increased OHV use resulting from the project will interfere with the implementation of court-mandated environmental projects on Los Angeles-owned lands. LADWP has not being willing to designate any routes starting nor ending on Los Angeles-owned lands.

For the purposes of AB 628, LADWP is considered a private property landholder. The Project applicants are required to ensure that the proposed combined-use routes link to Federally-designated roads that are legal for OHV recreation. LADWP approval is required for some proposed routes that have a start or an endpoint on LADWP land.

Several routes have start and/or end points on lands leased to lessees by the City of Los Angeles. The Implementing Procedures specify that any combined-use applications that start and/or end on private property must have the approval of the owner of that Assessor's Parcel Number. The table below shows a list of combined-use routes that have a start or end point on an LADWP lease. The lessees of the properties identified on the table have submitted letters to the County as a part of the combined use applications seeking permission to use the above facilities as combined-use start points or end points. LADWP must

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approve the start and/or end points described in the table above before any of these routes can be opened to combined use.
The start and/or endpoints are described in the table below and are shown in **Bold**.

Route Name	Start Point	End Point
Bishop #5	**Brown's Town**	Poleta Canyon OHV Recreation Area
Bishop #6	**Pleasant Valley Campground**	BLM maintained road off of Horton Creek Rd
Bishop #7	**Pleasant Valley Campground**	BLM maintained road off of Tungsten City Rd
Bishop # 9	**Brown's Town**	BLM maintained road off of Bir Rod

County and LADWP staff met several times regarding these starting points. LADWP agreed to the routes as starting points if the County agreed to financially assist LADWP for damage to their lands created by any OHVs regardless whether that damage was related to a combined use route. This proposal by LADWP was unacceptable to the County. The County agreed to some mitigation of impacts created by OHVs adjacent to the combined-use routes through its Implementing Procedures and Mitigation, Monitoring, and Reporting Program. The County has not been able to gain permission from LADWP to use County campgrounds leased from LADWP as combined-use route start points. Basically, LADWP has not being willing to designate any routes starting nor ending on Los Angeles-owned lands. As a result, these four routes have not been opened for combined use.

ATTACHMENTS

1. A Letter of the Board of Supervisors of the County of Inyo, State of California , addressed to the California Legislature that includes:
    - Exhibit A: Maps of Approved Combined Use Routes
        - Lone Pine No. 1
        - Independence No. 1
        - Bishop No. 15
    - Exhibit B: Assembly Bill 628
    - Exhibit C: Inyo County AB 628 Implementing Procedures
    - Exhibit D: Route Monitoring Report
    - Exhibit E: Minutes from January 22, 2015 Board of Supervisors hearing
    - Exhibit F: Assembly Bill 628 Implementation Timeline Spreadsheet
    - Exhibit G: Traffic Count Report
    - Exhibit H: Draft Minutes from December 8, 2015 Public Hearing

2. Reference Material Available on the worldwide web
    a. Agenda Request Packet for January 22, 2015 approval hearing http://www.inyocounty.us/Board_of_Supervisors/AgendaSprt/2015-01-22_(Special_Meeting).pdf
    b. Draft EIR (see http://www.inyocounty.us/ab628/)
    c. Final EIR (see http://www.inyocounty.us/ab628/)
    d. Combined-use applications, CHP Safety Determination submittals, and proposed route maps (see http://www.inyoplanning.org/projects/at/AdvTrails_ApplicationSummary.pdf)

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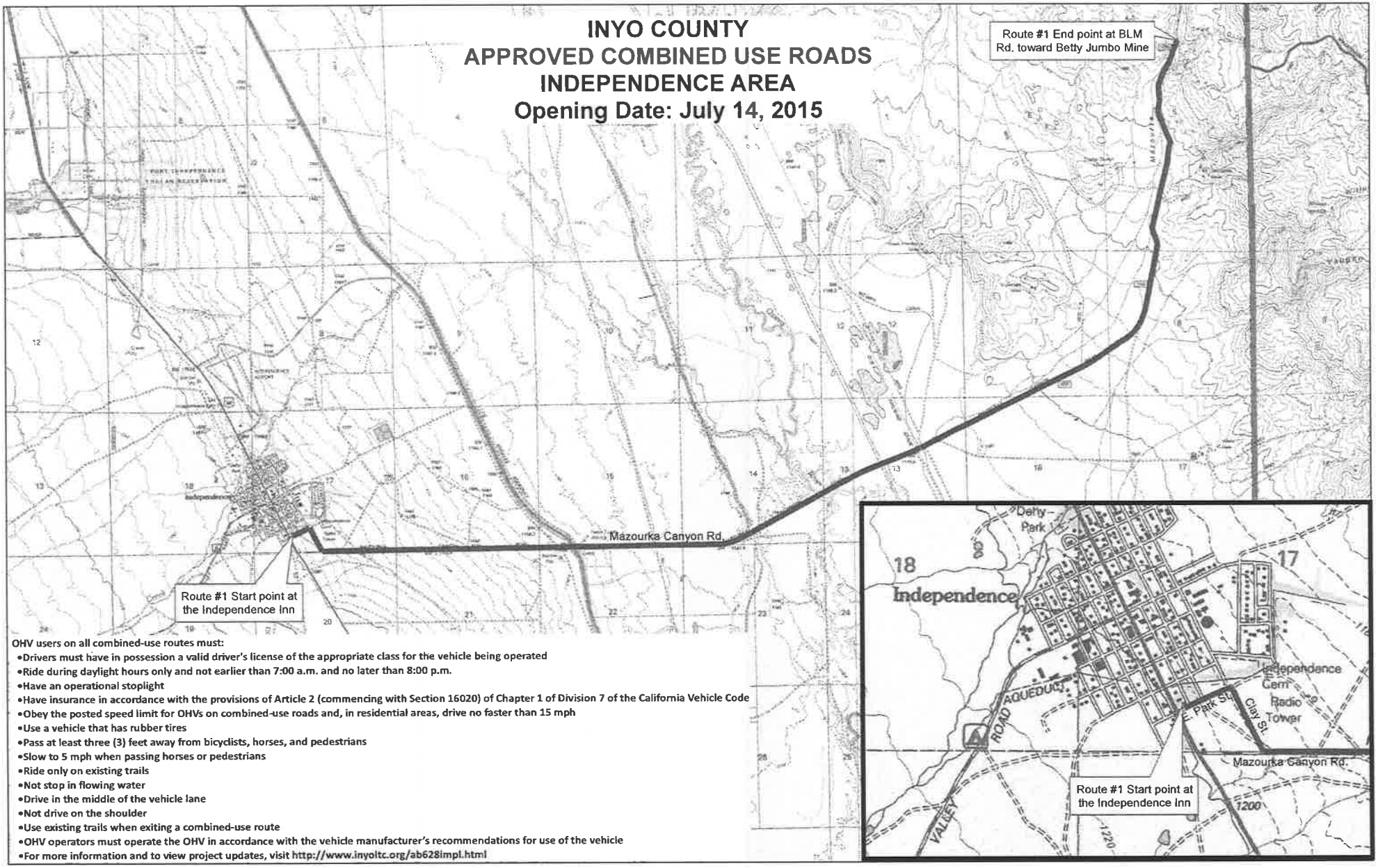
Exhibit A

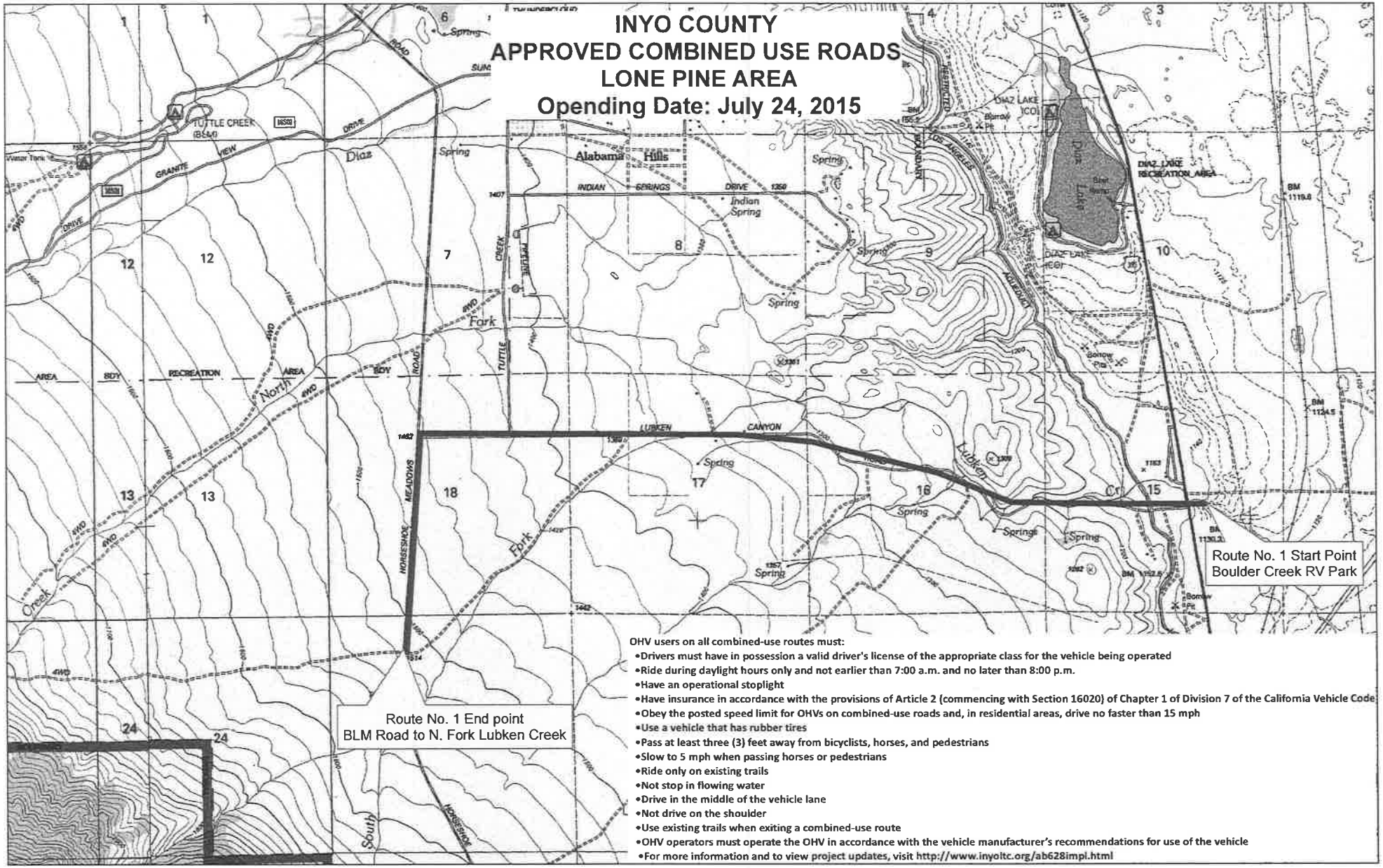
INYO COUNTY
APPROVED COMBINED USE ROADS
INDEPENDENCE AREA
Opening Date: July 14, 2015



OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight
- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
- For more information and to view project updates, visit http://www.inyoltc.org/ab628impl.html

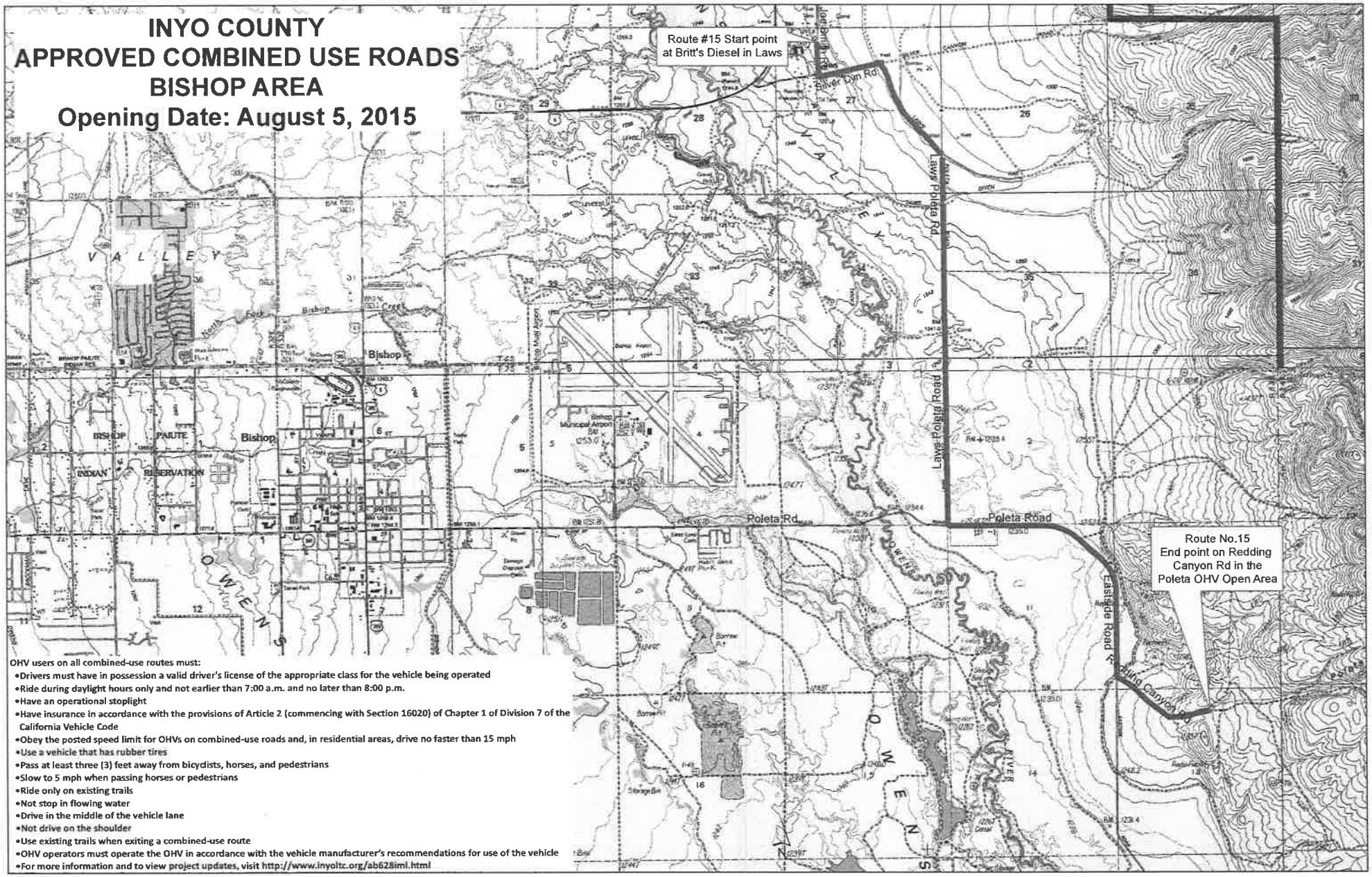
INYO COUNTY
APPROVED COMBINED USE ROADS
LONE PINE AREA
Opending Date: July 24, 2015



OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight
- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
- For more information and to view project updates, visit http://www.inyoltc.org/ab628impl.html

INYO COUNTY
APPROVED COMBINED USE ROADS
BISHOP AREA
Opening Date: August 5, 2015



OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight
- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
- For more information and to view project updates, visit http://www.inyoltc.org/ab628iml.html

Exhibit B

CALIFORNIA 2011 LEGISLATIVE SERVICE
2011 Portion of 2011-2012 Regular Session

Additions are indicated by **Text**; deletions by
* * *.
Vetoes are indicated by ~~Text~~;
stricken material by ~~**Text**~~.

CHAPTER 532
A.B. No. 628
OFF ROAD VEHICLES--MOTORCYCLES--PILOT PROGRAMS

AN ACT to amend Sections 38026 and 38026.5 of, and to add and repeal Section 38026.1 of, the Vehicle Code, relating to vehicles.

[Filed with Secretary of State October 7, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 628, Conway. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met. Existing law prohibits a highway from being designated for this combined use for a distance of more than 3 miles.

This bill would, until January 1, 2017, authorize the County of Inyo to establish a pilot project that would exempt from this prohibition specified combined-use highways, except as provided, in the unincorporated area in the County of Inyo so that the highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles, among other things, as prescribed.

The bill would authorize the pilot project to include the use of a state highway, subject to the approval of the Department of Transportation, or the crossing of a highway, and would require the County of Inyo to indemnify the state, as specified. The bill would require the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, not later than January 1, 2016, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project, and containing specified information.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

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(a) Inyo County is a rural county with a population of 17,945 residents.

(b) Inyo County is comprised of 10,140 square miles.

(c) Inyo County is the second largest county in the United States in area, yet only 2 percent of this land is inhabited.

(d) Ninety-two percent of land in Inyo County is federally administered public lands.

(e) Inyo County has outstanding natural diversity, including Mount Whitney in the eastern Sierra, which is the highest peak in the contiguous United States, as well as Death Valley, which is the lowest point in the United States and the largest national park in the contiguous United States.

(f) With six million acres of public land, Inyo County offers numerous opportunities to explore and recreate.

SEC. 2. It is the intent of the Legislature in enacting this act and designating combined-use highways on unincorporated county roads in the County of Inyo for more than three miles to link existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified system of trails for off-highway motor vehicles. It is further the intent of the Legislature that no General Fund moneys be expended for the pilot project established by this act, and the project will be revenue neutral to the state.

SEC. 3. Section 38026 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026 >>

38026. (a) In addition to Section 38025 and after complying with subdivision (c) of this section, if a local authority, an agency of the federal government, or the Director of Parks and Recreation finds that a highway, or a portion * * * of a highway, under the jurisdiction of the authority, agency, or the director, as the case may be, is located in a manner that provides a connecting link between off-highway motor vehicle trail segments, between an off-highway motor vehicle recreational use area and necessary service facilities, or between lodging facilities and an off-highway motor vehicle recreational facility and if it is found that the highway is designed and constructed so as to safely permit the use of regular vehicular traffic and also the driving of off-highway motor vehicles on that highway, the local authority, by resolution or ordinance, agency of the federal government, or the Director of Parks and Recreation, as the case may be, may designate that highway, or a portion * * * of a highway, for combined use and shall prescribe rules and regulations therefor. A highway, or portion * * * of a highway, shall not be so designated for a distance of more than three miles , except as provided in Section 38026.1. A freeway shall not be designated under this section.

(b) The Off–Highway Motor Vehicle Recreation Commission may propose highway segments for consideration by local authorities, an agency of the federal government, or the Director of Parks and Recreation for combined use.

(c) Prior to designating a highway or portion * * * of a highway on the motion of the local authority, an agency of the federal government, or the Director of Parks and Recreation, or as a recommendation of the Off–Highway Motor Vehicle Recreation Commission, a local authority, an agency of the federal government, or the Director of Parks and Recreation shall notify the Commissioner of the California Highway Patrol, and shall not designate any segment pursuant to subdivision (a) which, in the opinion of the commissioner, would create a potential traffic safety hazard.

(d) (1) A designation of a highway, or a portion * * * of a highway, under subdivision (a) shall become effective upon the erection of appropriate signs of a type approved by the Department of Transportation on and along the highway, or

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portion ~~* * *~~ of the highway.

(2) The cost of the signs shall be reimbursed from the Off–Highway Vehicle Trust Fund, when appropriated by the Legislature, or by expenditure of funds from a grant or cooperative agreement made pursuant to Section 5090.50 of the Public Resources Code.

SEC. 4. Section 38026.1 is added to the Vehicle Code, to read:

<< CA VEHICLE § 38026.1 >>

38026.1. (a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) The pilot project shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the Inyo County Board of Supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements pursuant to Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) The pilot project may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

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(d)(1) By selecting and designating a highway for combined use pursuant to this section, the County of Inyo agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The County of Inyo shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) Not later than January 1, 2016, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

(1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g)(1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

(2) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2017, deletes or extends that date.

SEC. 5. Section 38026.5 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026.5 >>

38026.5. (a) In accordance with subdivision (c) of Section 4000, a motor vehicle issued a plate or device pursuant to Section 38160 may be operated or driven on a local highway, or a portion * * * of the local highway, that is designated pursuant to Section 38026 or 38026.1 if the operation is in conformance with * * * this code and the vehicle complies with off-highway vehicle equipment requirements specified in this division.

(b) Notwithstanding subdivision (a), it is unlawful for a person using an off-highway vehicle on a combined-use highway to do any of the following:

(1) Operate an off-highway motor vehicle on the highway during the hours of darkness.

(2) Operate a vehicle on the highway that does not have an operational stoplight.

(3) Operate a vehicle on the highway that does not have rubber tires.

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(4) Operate a vehicle without a valid driver's license of the appropriate class for the vehicle operation in possession.

(5) Operate a vehicle on the highway without complying with * * * Article 2 (commencing with Section 16020) of Chapter 1 of Division 7.

CA LEGIS 532 (2011)

END OF DOCUMENT

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Exhibit C

Inyo County Assembly Bill 628 Implementing Procedures

January 22, 2015

1. The Adventure Trails Pilot Program is authorized by Section 38026.1 and other applicable portions of the California Vehicle Code.
2. The Adventure Trails Program project advocates (Applicant) shall submit a formal application to the Inyo County Public Works Department requesting the County consider the designation of specified roadways as combined-use highways.
    a. The application shall include all of the following for each portion of proposed combined-use roadway:
        i. Name of Highway
        ii. Length of combined-use section
        iii. A description of the portion of the right-of-way that is proposed to be used. That is will the off-highway vehicles be limited to: the entire lane, the edge of the lane, or some other specific area.
        iv. The starting point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the starting point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
            1. Include a letter of permission from the owner of the Assessor's Parcel Number that is the necessary service and/or lodging facility.
        v. The ending point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the ending point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
            1. Include a letter of permission from the owner of the Assessor's Parcel Number is the necessary service and/or lodging facility.
        vi. A description of the nature and destination of any off-highway motor vehicle trail that is a starting or ending point to a combined-use segment.
        vii. A description of the nature and purpose of the combined-use segment. To be considered, the combined-use segment must provide a connecting link between one of the following:
            1. A connecting link between off-highway motor vehicle trail segments,
            2. An off-highway motor vehicle recreational use area and necessary service facilities, or
            3. Lodging facilities and an off-highway motor vehicle recreational facility.

The applicant shall state which one of these three types of connecting link is being provided by each combined-use trail segment.

viii. An eight and one-half inch map clearly displaying each combined use section. The map should display:
    1. The information described in subsections (i) through (v).
    2. Major cross streets
    3. Any controlled intersections (stop signs or signalized intersections)
    4. If the combined-use segment starts and/or ends on an un-named roadway, a vicinity map should be included.

ix. A list of property owners adjacent to any and all combined-use routes from the Inyo County Assessor's Department. If multiple properties are owned by one owner, that owner shall be notified of each of their properties adjacent to the proposed combined-use segment. Legal size envelopes with first class postage affixed addressed to each property owner with the return address left blank.

b. The Applicant can submit the application in multiple sections if they choose. If so, a cover letter to the application should state this.

c. Once the application is submitted, the contents of the application will be available for public review.

3. The Inyo County Department of Public Works shall be responsible for the evaluation and processing of any combined-use applications.

4. The County shall determine if the application packet is complete. The County shall notify the Applicant via e-mail or telephone within 30 days if the application is complete. If feasible, this determination should be made earlier.

5. Within 120 days of the date the County deems the application complete, the County shall accept or reject the application. This period may be extended by the County, upon written notification to the applicant, together with the reason necessitating the extension. During the 120 day period, the County will do the following:

    a. Submit copies of the application to responsible State and/or land management agencies for confirmation of the validity of any trail segment and/or general comments, requesting that the requested information be provided within 60 days. The County shall provide copies of the application to pertinent land management agencies or owners to ensure conformance with the land manager's Land Use Plan. "Pertinent agencies or owners" are defined as those which own, manage, or have jurisdiction for 1) road segments which connect to County roads identified in the application, 2) the land crossed by a County road identified in the application, or 3) the land adjacent to a combined use segment;

    b. Submit the combined-use application to the Commissioner of the California Highway Patrol and ask for a determination if the proposed combined-use segment will create a potential traffic safety hazard. If the combined-use segment is determined by the Commissioner of the California Highway Patrol to have the potential to create a traffic hazard, that segment shall be dropped from consideration.

c. Notice a public hearing on the application, providing notice to all land owners adjacent to the proposed combined-use roadway of the date, time and location of the public hearing, with notice mailed a minimum of twenty-one (21) days prior to the public hearing; and
d. Hold a public hearing and compile all comments received on the application.

6. The County shall work in cooperation with the California Department of Transportation to establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles in accordance with Section 38026.1 of the Vehicle Code.
7. The County will first designate crossings of the State Highway using Section 38026 of the Vehicle Code. The Applicant is encouraged to design their requests to the County to use combined-use segments of three miles or less. Any such request would be undertaken separately from the Pilot Program and requires a separate application to the County in conformance with the existing Vehicle Code. If this is not possible and the combined-use segment is between three and ten miles, the County will consider the designation of crossings of the State Highway as part of the Pilot Program as set forth in Assembly Bill 628.
8. The application, together with comments received during the 120 day period, shall be presented to the Board of Supervisors for consideration and approval. The Agenda Request for such consideration shall also include a recommendation for each route from the Public Works Director, the Risk Manager, the Sheriff, and County Counsel on each combined-use segment. Their recommendation shall address:
    a. Safety
    b. Liability and Risk
    c. Potential maintenance costs
9. The County shall hold a public hearing and adopt a resolution to approve combined–use segment(s). The adoption resolution may include multiple combined-use segments. The resolution shall include:
    a. A determination that the proposed combined use segment does not have the potential to create a safety hazard.
    b. A confirmation that the information contained in Section 2(A)(i) – (viii) was included in the application packet.
    c. A statement that each combined-use trail segment is in compliance with the California Vehicle Code as amended by the inclusion of Section 38026.1.
10. If the funding for the purchase and installation of signage is not forthcoming as set forth In Section 38026.1, the County shall work with the applicant to identify funding to install signage identified in Section No. 6. The purchase and installation of this signage shall be revenue neutral to the County. That is, if the funding for the signage is not forthcoming from the State, the applicant shall be responsible for this expense.
11. The County Road Department shall be responsible for the installation of all required signage on each combined-use trail segment.

12. Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation.
13. The County shall formally open the combined-use trail segment once all signage is in place.
14. Each combined-use trail segment shall be monitored in the following ways.
    a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
        i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
    b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
    c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
    d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
    e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
    f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
    g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.
15. No later than January 1, 2016, the County, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project as described in Section 38026.1 of the Vehicle Code.
16. If Section 38026.1 of the Vehicle Code is repealed, on all designated routes, the County shall be responsible for the removal of all signage related to combined-use highway segments set forth under Section 38026.1. Further, upon repeal of section 38026.1, the designation of all combined use routes by the County shall be immediately rescinded.

17. If the property owner at a starting point or an ending point of a combined-use segment that is considered to be a necessary service or lodging facility decides at a future date that they do not wish their property to be linked to by a combined-use segment, they can submit a letter stating that the property owner does not wish to be linked to the combined-use route. Upon receipt of that letter, and assuming that the service facility is the endpoint of the combined-use segment, the designation on that road shall be changed within 90 days so that the combined-use of that roadway segment shall no longer be allowed. If a change to starting point or endpoint requires the submittal of a separate application, the 90-day period will be extended until the segment is acted upon by the Board of Supervisors.
18. If a necessary service facility that is a start or an end point of a combined-use route closes, the applicants shall be required to submit a revised application within 90 days from the date the business is closed. The County shall determine if an additional application is required.
19. If the County's monitoring of a combined-use route determines that undesirable impacts are being created by the route, the County shall have the authority by a vote of the Board of Supervisors to close a combined-use route. The County shall close the route by the removal of all signage within 90 days from the date of the Board action.
20. The Public Works Department may, at the discretion of the Public Works Director, temporarily close a combined-use route to green sticker vehicles by temporarily obscuring route signage.
21. The operation of combined use routes by off-highway vehicles in residential areas is restricted to between dawn and dark and no earlier than 7:00 a.m. and no later than 8:00 p.m.
22. The Mitigation and Monitoring Plan for the Eastern Sierra Adventure Trails System Environmental Impact Report (Appendix 1.0 to the Final EIR) is included as part of this Implementing Procedures by reference.
23. The County shall monitor for the creation of new OHV routes along the proposed combined-use routes. The County shall coordinate with the property owner/land management agency and determine if corrective action is required. If necessary, barriers will be place to prevent further use of the new routes.
24. The County shall consider the passage of an ordinance that will make it a misdemeanor offense if operators of OHV's cause damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat or vegetative resources..
25. All OHVs utilizing a combined-use route must comply with the following requirements and any published written material (brochures, maps, pamphlets) produced by the applicants shall include the following educational language:

    OHV users on all combined-use routes must:

    - Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
    - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
    - Have an operational stoplight

- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route.
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle.

Exhibit D

Route Monitoring Report

October 2015

Bishop Route 15 Laws to Poleta

October 19, 2015

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Some wear of ATV logo painted on roadway in Laws area
- No clear start/stop signage on Joe Smith Rd.
- State of Calif. OHV Funds Used – Sticker added to all signage

Lone Pine Route 1 Boulder Creek RV Park to BLM road N. Fork Lubkin Canyon

October 22, 2015

- No new roads created
- No vandalism to mixed use signage or carsonites
- No evidence of increased trash along route
- No clear start/stop signage at Boulder Creek (Signage to be installed)
- Carsonites westbound on Lubkin Canyon exceed 1 mile spacing (Signage to be installed at intersection of Tuttle & Lubkin Canyon)
- No vandalism of Off highway crossing signage on 395

Independence Route 1 Independence Hotel to Betty Jumbo Mine Road

October 27, 2015

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Staging noted at existing campsite on BLM land
- State of Calif. OHV Funds Used – Sticker added to all signage

Exhibit E

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 22nd day of ***January, 2015*** an order was duly made and entered as follows:

P.W./Adventure Trails Pilot Project Public Hearing

The Chairperson opened the public hearing at 10:03 a.m. to take public comment on the Eastern Sierra ATV Adventure Trails System Project and to consider a draft Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report Concerning, and Making Certain Findings, Adopting Mitigation Measures, Adopting a Mitigation Monitoring and Reporting Program, Approving an Eastern Sierra ATV Adventure Trails System Project, and Adopting Rules and Regulations for the Use of the Adventure Trails System," or modifications thereto as directed by the Board, which does the following:

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;
2. Makes findings as required by CEQA;
3. Adopts the mitigation measures identified in the FEIR;
4. Adopts a Mitigation Monitoring and Reporting Program;
5. Approves the combined-use routes recommended by staff or as designated by the Board;
6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;
7. Adopts requirements and regulations for use of the designated combined-use routes; and
8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and
9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

CONTINUED ON FOLLOWING PAGES

WITNESS my hand and the seal of said Board this 22nd

Day of ***January*** *2015*

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: *Patricia Gunsolley*

Patricia Gunsolley, Assistant

Routing

CC X
Purchasing
Personnel
Auditor
CAO
Other P.W. - Planning

DATE: February 5, 2015

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;

2. Makes findings as required by CEQA;

3. Adopts the mitigation measures identified in the FEIR;

4. Adopts a Mitigation Monitoring and Reporting Program;

5. Approves the combined-use routes recommended by staff or as designated by the Board;

6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;

7. Adopts requirements and regulations for use of the designated combined-use routes; and

8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and

9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

The Chairperson reviewed the parameters on how today's meeting was going to be conducted. The individual Board Members made opening remarks regarding the project. Mr. Courtney Smith, Transportation Planner, reviewed the staff report and recommendations in detail and at length. He noted specifically that the Applicants have reduced the number of routes to be considered for approval from the 36 routes covered in the EIR to 8 routes, of which Staff is recommending the Board only consider 7. Mr. Josh Hart, Planning Director, explained the route in the Aberdeen area is being removed from consideration because staff believes that the change being requested in the route requires further environmental analysis. Ms. Marlena Baker, Risk Manager, reviewed the County's insurance coverage, providing statistical data accumulated by CSAC Excess Insurance concerning liability exposure, and confirming that the County has no increased exposure to liability as a result of the proposed routes. Sheriff Bill Lutze talked about the County's off-road patrol and enforcement activities and funding. California Highway Patrol (CHP) Captain Tim Noyes introduced Officer Brian Mackenzie who reviewed the CHP's Safety Report on the routes, explaining how he had arrived at the recommendations contained in the report. Mr. Randy Gillespie, representing the Applicants, addressed the Board to provide additional information and further clarification on the request to have 8 routes considered for approval. Mr. Gillespie identified the 8 routes as #5 #6, #7, #9 and #15 in the Bishop Area; #3 in the Aberdeen area; #1 in the Independence area; and #1 in the Lone Pine area. Mr. Steve Toomey also representing the Applicants provided some historical background on the project, explaining that it was the hope of the Applicants to provide some economic revival for the area by providing additional recreational opportunities for our visitors. Mr. Joe Gibson of Meridian Consultants, provided an in-depth review of the Environmental Impact Report and the CEQA requirements. Staff went on to provide the Board with a route by route review.

Recess/ Reconvene

The Chairperson recessed the special meeting and public hearing at 11:30 a.m., to reconvene in open session and the public hearing at 11:45 a.m., with all Board Members present.

The Chairperson reviewed the process whereby the Board would accept comment from the public, requesting that all those wishing to speak fill out a card during the lunch break. He explained that representatives of the various public agencies would be given the opportunity to address the Board first, and then members of the public would have the opportunity. He also informed the audience that the speakers would be provided 3-minutes in which to make their comments. Staff took the opportunity to enter the documents utilized during the presentations into the record, and they were marked and entered as follows:

Exhibit A - The Staff report and all attachments, including the Final Environmental Impact Report - ATV Adventure Trails of the Eastern Sierra and the handout noted "Frequently Asked Questions and its attachments identified as Additional Project

Information Handouts #1, #2, #3 and #4, and all verbal and electronic presentations.

Exhibit B - Additional correspondence received by the Board of Supervisors after the Staff Report for the meeting was published on January 22, 2015 and provided to the Board and the public prior to the hearing.

Exhibit C - Additional correspondence received which was not provided to the Board and the public prior to the hearing.

Exhibit D - A copy of an article from the Journal of Park and Recreation Administration titled *Managing Visitor Impacts in Parks: a Multi-Method Study of the Effectiveness of Alternative Management Practices* submitted by Mr. Joe Gibson of Meridian Consultants.

Exhibit E - A Copy of a Masters Paper by Carolyn Grace Widman titled *Discouraging Off-Trail Hiking to Protect Park Resources: Evaluating Management Efficacy and Natural Recovery* submitted by Mr. Joe Gibson of Meridian Consultants.

Exhibit F - Revised Resolution certifying the Final EIR.

Exhibit G - Revised Resolution designating the individual routes being approved, which will ultimately become 7 individual resolutions, one for each route approved.

Exhibit H - A draft of the CEQA findings.

Recess/ Reconvene

The Chairperson recessed the special meeting and public hearing at 12:02 p.m., to reconvene in open session in the public hearing at 1:20 p.m., with all Board Members present.

The following people from agencies addressed the Board:

Jan Sudomier of the Great Basin Unified Air Pollution Control District cited an example of why she is disappointed in the County's response to a dust complaint.

Marty Hornick of the U.S. Forest Service addressed potential concerns with the proposed routes and proper monitoring and adequate law enforcement.

Staff responded to questions from the Board regarding the Aberdeen route, and the concern with law enforcement identified by USFS and DWP.

The following members of the public addressed the Board:

Andrew Schier of Bishop questioned the economic benefit associated with motorized recreation.

David Lee opposed the project.

Lynne Greer supported the project.

Dan Stone, representing Vets Helping Vets, supported the project saying this provides access to the disabled.

Roz Gorham opposed the project.

Steve Canter of Vets Helping Vets supported the project.

Denise Waterbury was opposed to the Cowboy Kiosk signs and the project.

Scott Knapp opposed the project because of dust and noise.

Todd Vogel opposed the project questioning the adequacy of the EIR.

Dan Conner opposed the project addressing concerns with local CHP enforcement.

Frank Stewart opposed the project, questioning the adequacy of the EIR and the fact that the EIR approves the routes originally requested and not just the 8 that are being considered.

David Tanksley supported the project and encouraged the Board to adopt the EIR and approve the 7 routes that staff is recommending be approved.

Bill Mitchel opposed the project saying that he did not believe there was sufficient data.

Greg Weirick supported the project and requested the Board certify the EIR.

County Counsel requested that the documentation that has been presented from those addressing the Board thus far be entered into the record and it was entered into the record as

Exhibit - I

1 – letter from Sgt. Doug Schuster, Boating Safety Supervisor, Mojave County Arizona Sheriff's Department, saying there has been no impact as a result of ATV's operating on the roadway.

2 – correspondence from Jan Sudomier regarding a dust emission complaint.

3 – emails from individuals supporting the project.

4 – David Lee letter opposing the project.

5 – action Alert flyers signed by supporters of the project.

6 – action alert flyers signed by supporters of the project.

7 – a Honda TRX700XX, a Polaris Sportsman 550, and Yamaha YXR66FW Owners Manuals warning against operating ATV on paved surfaces.
8 – letter from Adventure Trail System of the Eastern Sierra LLC, the Applicants, proposing the Board consider 8 routes, signed by Dick Noles.

9 – letter from Frank Stewart identifying the reasons he is opposing the project.

Diana Cunningham opposed the project because of damage to the resource and concern with sufficient enforcement.

Michael Prather opposed the project expressing concern with trail propagation that was identified by DWP.

Jennifer Williams of the Mono County VFW, supported the project saying it is important to provide access to the handicapped.

John Harris supported the project saying he felt having a route go by his house would increase his property value. He presented action alert flyers signed by those supporting the project and they were marked and entered into the record as follows:

Exhibit J

Action alert flyers signed by supporters of the project which were presented by Mr. Harris and several of the following speakers and combined as Exhibit J.

Doug Brown supported the project saying that he thinks it will help promote recreation and the local economy.

Pam Vaughn opposed the project because of the damage it will do to the land and suggesting this go on the ballot.

Sam Dean supported the project because it promotes another aspect of recreational activities and it will help the local economy. He provided copies of the action alert flyers signed by supporters of the project. These documents were marked and entered into the record as follows:

Jeffrey Wenger supported the project saying he would like to see the project move into Mono County.

Nick Sprague opposed the project saying he does not believe it will be a benefit to the area.

Alex Yerkes supported the project saying it will help boost the areas failing economy and to support education for the users.

James Wilson opposed the project.

Recess/ Reconvene

The Chairperson recessed the special meeting and public hearing at 2:50 p.m. to reconvene in open session in the public hearing at 3:00 p.m., with all Board Members present.

The Board continued to hear from members of the public as follows:

Joe Todd supported the project

Randy Short supported the project on behalf of wounded warriors and veterans.

Daniel Pritchett supported the wounded warriors, but opposed the project.

Em Holland who lives in Paradise opposed the project saying she believes the EIR if flawed.

Susan Greenleaf opposed the project.

Steve McLaughlin opposed the project and talked about potential and indirect impacts of the project that have not been identified.

Adam Garcia supported the project saying he thinks it will be good for the communities.

April Zrelak representing the Lone Pine Paiute Shoshone Reservation expressed concern that any economic gain will be offset by impacts from increased dust.
Dave Patterson supported the project.

Tom Budlong opposed the project.

Charles Massieon opposed the project.

Marty Fortney supported the project and supported reinstating the Aberdeen Route, citing greater recreational opportunities for the visitors and a boost to the County's economy.

Linda Arcularius addressed the Board to support the project and provided additional information to provide context to the debate.

Nate Gratz, supported the project and explained that because he is a paraplegic the only way he has an opportunity to enjoy the backcountry is on an off-road vehicle.

Sydney Quinn opposed the project questioning whether the EIR addresses the CEQA requirements for cumulative impacts.

Gregg Smith opposed the project.

Jon Patzer supported the project explaining he has concern for the loss of local jobs and recreational opportunities for our visitors.

Bruce Cotton, a disabled veteran, supported the project because it provides more access for the disabled.

Ileene Anderson of the Center for Biological Diversity opposed the project, asking the Board to reject the EIR because it addresses more than just the 7 routes being proposed today.

Darla Heil opposed the project.

Sue Hutson opposed the project saying that the project will not help the economy if it damages the resource.

Kathy Heater opposed the project.

Caryn Todd supported the project because it will help the local economy.

Recess/ Reconvene

The Chairperson recessed the special meeting and the public hearing at 4:15 p.m., to reconvene in open session in the public hearing at 4:35 p.m., with all Board Members present.

The Board discussed the project with the individual Board Members responding to public comments and asking questions about certain aspects of the project including (a) the process for the Safety Determinations by the CHP on future applications; (b) local law enforcement; (c) citizen participation in the enforcement process; (d) the County's ability to assist with the law enforcement efforts on federal and City of LADWP lands; (e) the process whereby further routes are considered; (f) signage; (g) the Mitigation Monitoring and Reporting Plan; (h) air quality; (i) noise levels and monitoring; (j) economic analysis; (k) the adequacy of the EIR; (l) information that can be obtained as a result of a managed system; (m) how to reconcile OHV owners manual cautions regarding operations of off road vehicles on hard surfaces. Staff, the Consultant, and Special Council, responded to the Board Members questions and comments. The Chairperson closed the public hearing at 5:50 p.m. The Board went into its deliberations on the project.

Supervisor Griffiths said in looking at the assertions of the FEIR that the Program will reduce impacts because of education and signage and proper mitigation and monitoring, that he believes the implementing procedures can be strengthened in order to regulate and control the system so that actual reduction of impacts are accomplished. He suggested the following five changes to the implementing procedures:

1. The Board should consider passing an ordinance that would allow Inyo County law enforcement to enforce resource damage on City of Los Angeles Department of Water and Power and federal lands, which would need to go through the public process to adopt an ordinance.

2. In the development of the baseline data satellite and/or aerial photography will be used to determine exactly what is on the ground now and, as the Program proceeds, to help accurately determine whether there has been any proliferation or resource damage, and extending this information to the end point of the route so that if the end point is an off road vehicle area then the County can assess what sort of impacts are there on the ground.

3. With regard to strengthening the reporting system, some of which is already detailed in no. 13 of the Implementing Procedures, create a web site that the public and/or land management agencies could report damage or user conflicts that they see.

4. With regard to monitoring, there are currently three days dedicated for monitoring, there needs to be more time dedicated for this activity. Mr. Quilter explained that the type of equipment used to perform this monitoring is maxed at three days. The Board and staff discussed this and it was suggested that the monitoring could be performed multiple times in a year instead of just one three-day period per year.

5. There is process for route closures is expanded to include a process for temporary route closures, so that if a problem is identified, the route may be temporarily closed until the issue is resolved, then the route could be reopened.

The Board Members went on to talk about the project with Supervisor Totheroh saying that his questions had been resolved during the previous discussion and saying that he supported Supervisor Griffith's suggestions for strengthening the Implementing Procedures. In responding to a question from the Board regarding the next step in the process should the Board wish to consider Supervisor Griffith's recommendations for strengthening the Implementing Procedures, Mr. Greg James, Special Counsel, explained that the Board will need to make a motion to certify

that the FEIR was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifying that the FEIR reflects the independent judgment of the Board of Supervisors. Mr. James went on to explain that if the Board takes that action, then the Board could proceed to evaluate and choose the routes to be approved. He also said the Implementing procedures could be amended and brought back later this evening to be adopted with the changes suggested by Supervisor Griffiths based on the Board's direction. Supervisor Kingsley expressed his support for the project and asked for a motion. Supervisor Tillemans indicated that he wanted to make a motion to certify the FEIR but prior to doing that he wanted to make some comments to explain his motion and position. He sited a trip to Sedona, Arizona, where there is a large amount of off road vehicle use, as an example of a managed trail system that is very effective. He said that he believes a managed trail system could be beneficial to mitigating possible current impacts to the resources that may be occurring as a result of a non-managed system. He also explained that this Program, which is California law, is the result of a local grassroots effort, and he believes it is his job to support these types of efforts. He went on to remind everyone that this is a pilot project that has a sunset date and encouraged everyone to let the Project move forward, allow the baseline data to be accumulated to provide the information to make an informed decision on whether a managed trail system will work in our area. Supervisor Pucci said that with the applicant's modifications to the project to reduce the number of routes from 36 to 7, he believes this is now truly a pilot project. He noted that the residential and neighborhood routes which appeared to be the most controversial have been removed and that with the changes suggested by Supervisor Griffiths to strengthen the Implementing Procedures, there is a great opportunity to monitor the project for not only the negative impacts but also for the positive impacts.

Resol. #2015-07/ Certifying FEIR for Adventure Trails System Complies with CEQA

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-07 was adopted, certifying that the Final Environment Impact Report (FEIR) for tha Eastern Sierra ATV Adventure Trails System Project was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifies that the FEIR reflects the Independent judgment of the Board of Supervisors, and revises the County's Implementing Procedures concerning the Project as detailed in today's discussion: motion unanimously passed and adopted. (Exhibit A – Mitigation Monitoring and Reporting Plan was added after the break.) (Separate motion approving Exhibit B.)

The Board and staff went on to discuss the proposed routes to be approved for the project which were Routes #5, #6, #7, #9 and #15 In the Bishop Area, Route #1 in Independence, and Route #1 in Lone Pine. Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept the applications for the 7 routes and direct staff to return with either one all encompassing resolution or seven individual resolutions accepting the routes. Motion carried unanimously.

Recess/ Reconvene

The Chairperson recessed the special meeting and the public hearing at 6:27 p.m. to reconvene in open session at 8:30 p.m., with all Board Members present.

County Counsel reviewed the Board's actions regarding the adoption of a Resolution that certifies the FEIR as required by CEQA. She also explained that there are two attachments to the resolution, one is the modifications to the Implementing Procedures identified by Supervisor Griffiths and the other is the Mitigation and Monitoring Plan which was approved by the Resolution. Ms. Kemp-Williams explained that there are two versions of the modifications to the Implementing Procedures for the Board to review and whichever one the Board approves as best reflecting the Board's directions concerning the modification will be included as Exhibit B to the Resolution.

The Board heard from Mr. Clint Quilter, Public Works Director, and Mr. Courtney Smith, Transportation Planner, who reviewed the differences in the documents, specifically Section 12. The Board and staff discussed the wording of Section 12 of Exhibit B in detail, as well as the section designations of 11, 19, and 23, changing the wording in Section 14d to include a 7 day survey, in Section 14F to include the website, adding Section 20 to address temporary route closures; and in Section 24 adding the word "consider" in front of pass.

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept Exhibit B to Resolution #2015-07 as amended to have Section 12 read "Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation," and other changes discussed above. Motion carried unanimously.

County Counsel went on to explain and provide the Board with copies of individual resolutions approve each of the 7 routes, which were prepared per the Board's directions.

Resol. #2015-08/ Approving Bishop Rt. #05 of the Adventure Trails System

On a motion by Supervisor Pucci and a second by Supervisor Griffiths, Resolution No. 2015-08 was adopted designating Bishop Route #5 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol #2015-09/ Approving Bishop Rt. #6 of the Adventure Trails System

On a motion by Supervisor Griffiths and a second by Supervisor Pucci, Resolution No. 2015-09 was adopted designating Bishop Route #6 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-10/ Approving Bishop Rt. #7 of the Adventure Trails System

On a motion by Supervisor Totheroh and a second by Supervisor Pucci, Resolution No. 2015-10 was adopted designating Bishop Route #7 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-11/ Approving Bishop Rt. #9 of the Adventure Trails System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-11 was adopted designating Bishop Route #9 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-12/ Approving Bishop Rt. #15 of the Adventure Trails System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-12 was adopted designating Bishop Route #15 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-13/ Approving Indy Rt. #1 of the Adventure Trails System

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-13 was adopted designating Independence Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-14/ Approving L.P. Rt. #1 of the Adventure Trails System

On a motion by Supervisor Griffiths and a second by Supervisor Tillemans, Resolution No. 2015-14 was adopted designating Lone Pine Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

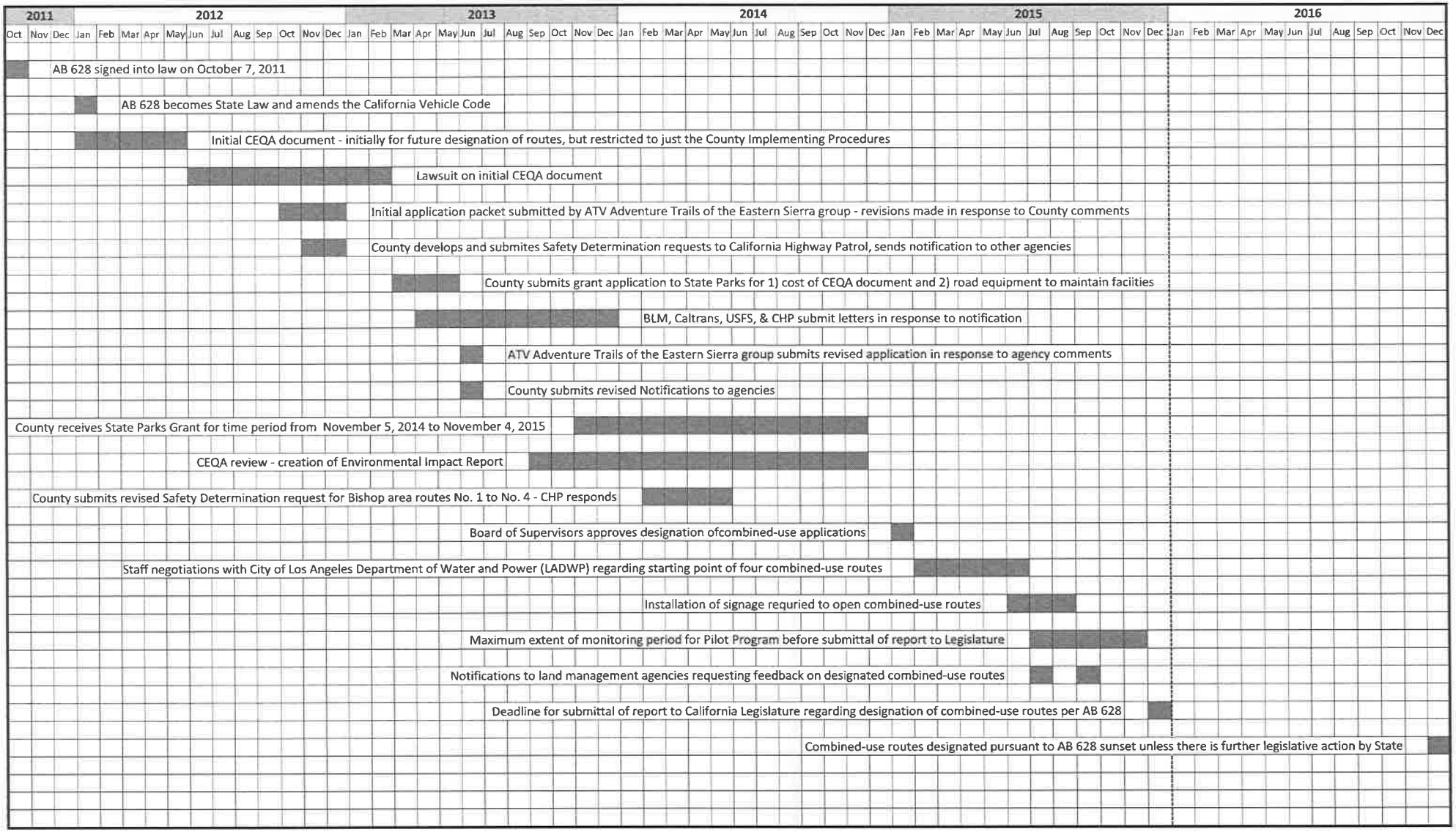
County Counsel went on to provide the Board with a copy of a resolution that makes findings required by CEQA for the individual 7 designated combined use routes and adopting the Mitigation Monitoring and Reporting Program.

Resol. #2015-15/ CEQA Designate Combined Routes & MMP

On a motion by Supervisor Pucci and a second by Supervisor Tillemans, Resolution No. 2015-15 was adopted, making findings required by CEQA with regard to the 7 routes designated as combined use routes in the Adventure Trails System and adopting the Mitigation Monitoring and Reporting Program; motion unanimously passed and adopted.

Exhibit F

Inyo County Assembly Bill 628 Implementation Timeline



December 8, 2015

Exhibit G – Traffic Count Report

TRAFFIC WORKS LLC

Traffic Engineering & Transportation Planning

December 2, 2015

Courtney Smith
Transportation Planner
Inyo County LTC
168 North Edwards Street
Independence, CA 93526

Inyo County AB 628 Classification Survey

Introduction

This letter presents the results of a custom traffic classification survey conducted at six locations throughout Inyo County, California between November 5th, 2015 and November 8th, 2015. This custom traffic classification survey collected a total of 72 hours of data at each of the six study locations. The purpose was to collect usage data on combined-use routes within Inyo County.

Count Locations

The six count locations are shown in **Table 1**. Each of these locations are along a designated combined-use route. The locations are located near the communities of Bishop, Independence, and Lone Pine.

Road	Location	Nearest Community	Estimated Traffic Volume
Mazourka Canyon Road	On a dirt portion of the road about 7.2 miles from US 395	Independence (about 7.2 miles east of US 395)	<100 vehicles per day
Mazourka Canyon Road (dirt)	About 100 yards east of Clay Street	Independence (on the edge of town)	<100 vehicles per day
Lubken Canyon Road	100-200 yards west of US 395	Lone Pine (about a mile south of town)	<100 vehicles per day
Horseshoe Meadows Road	About 100 yards south of Lubken Canyon Rd	Lone Pine (about five miles SW of town)	~100-400 vehicles per day depending on the season
Poleta Road	About 100 yards east of Laws Poleta Road	Bishop (a few miles east of town)	~200-500 vehicles per day
Silver Canyon Road	Between Joe Smith Road and Laws Poleta Road	Bishop (a few miles east of town)	<100 vehicles per day

Table 1. Count Locations

Methodology

Data was collected with video recording technology which was placed in the field for 72 hours at each site. The equipment was installed in the field during the afternoon and evening of Thursday, November 5th and was taken down during the afternoon and evening of Sunday, November 8th. The video files were reviewed and data compiled in the office after it was collected.

Classifications

During data breakdown, roadway users were categorized into the following classifications:

- Quads/ATVs
- UTVs/Side by Sides
- Cars
- Pickups/Jeeps (4x4)
- Pickups w/ trailer
- Single-Unit Trucks
- Large Trucks
- Bicycles
- Pedestrians
- Equestrians
- Dirt Motorcycles
- Street Motorcycles

Results

Figure 1 shows the total volume of all users recorded at each site during the full 72 hour period. This graph shows that the Poleta Road location had the highest use followed by Silver Canyon Road.

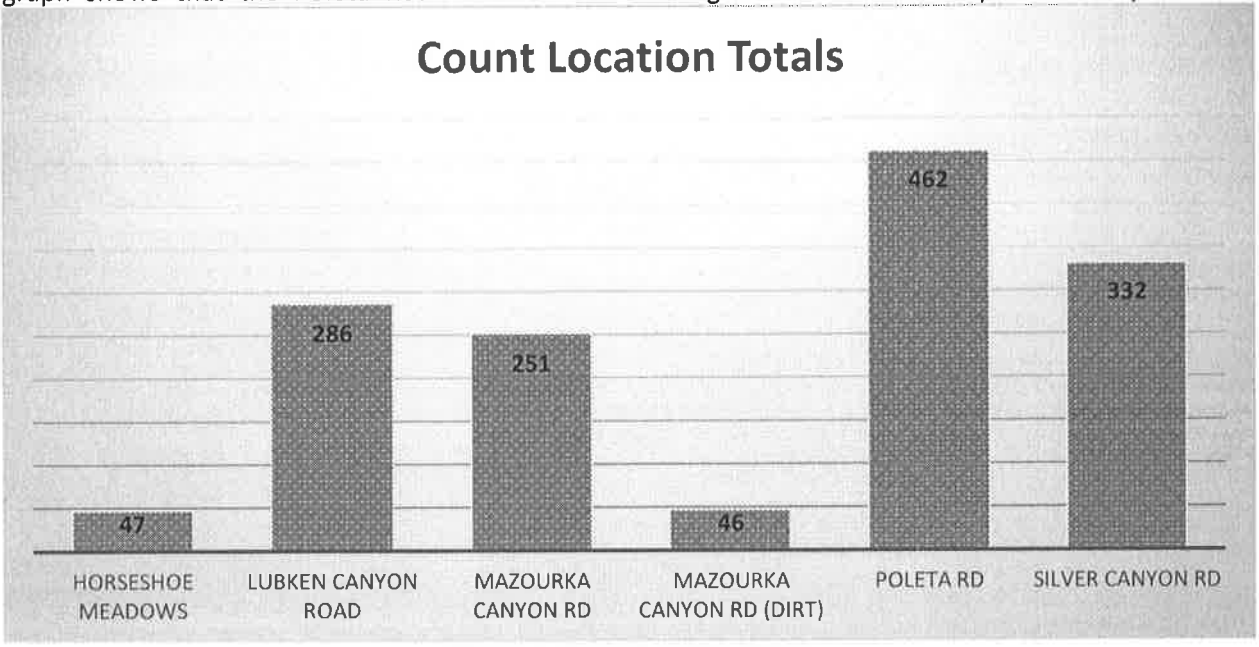


Figure 1. Count Location Totals

Mazourka Canyon Road (Dirt Road) recorded the lowest total volume, followed by the Horseshoe Meadows locations. A high percentage of the use on Mazourka Canyon Road was dirt motorcycles. Quads, ATVs, Side-by-Sides and other Off Highway Vehicles were observed throughout the study locations.

A graph for each location detailing the total volume recorded under each classification category is included in **Appendix A**. Additional information regarding the hourly classification totals for each location can be found in the attached data sheets.

Thank you for this opportunity to assist the Inyo County Local Transportation Commission with this matter.

Please do not hesitate to contact us at 775.322.4300 with any questions or concerns.

Sincerely,
TRAFFIC WORKS, LLC

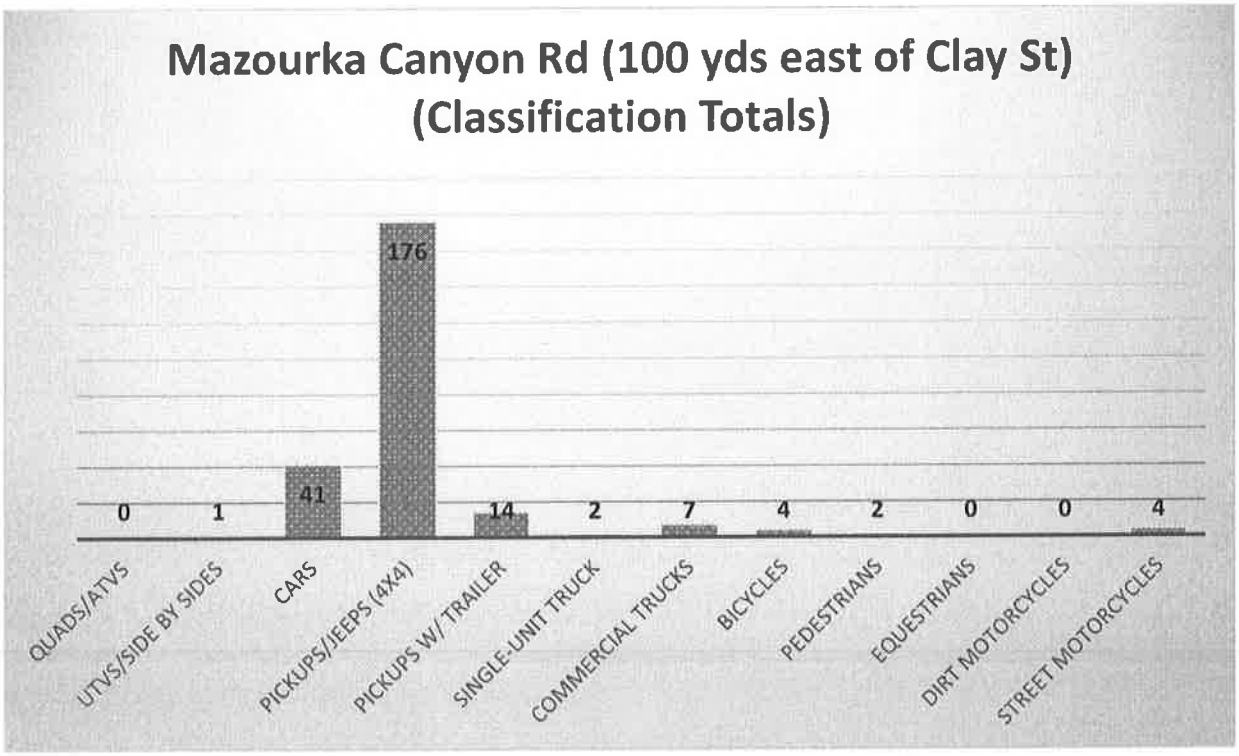
Loren E. Chilson, PE

Principal

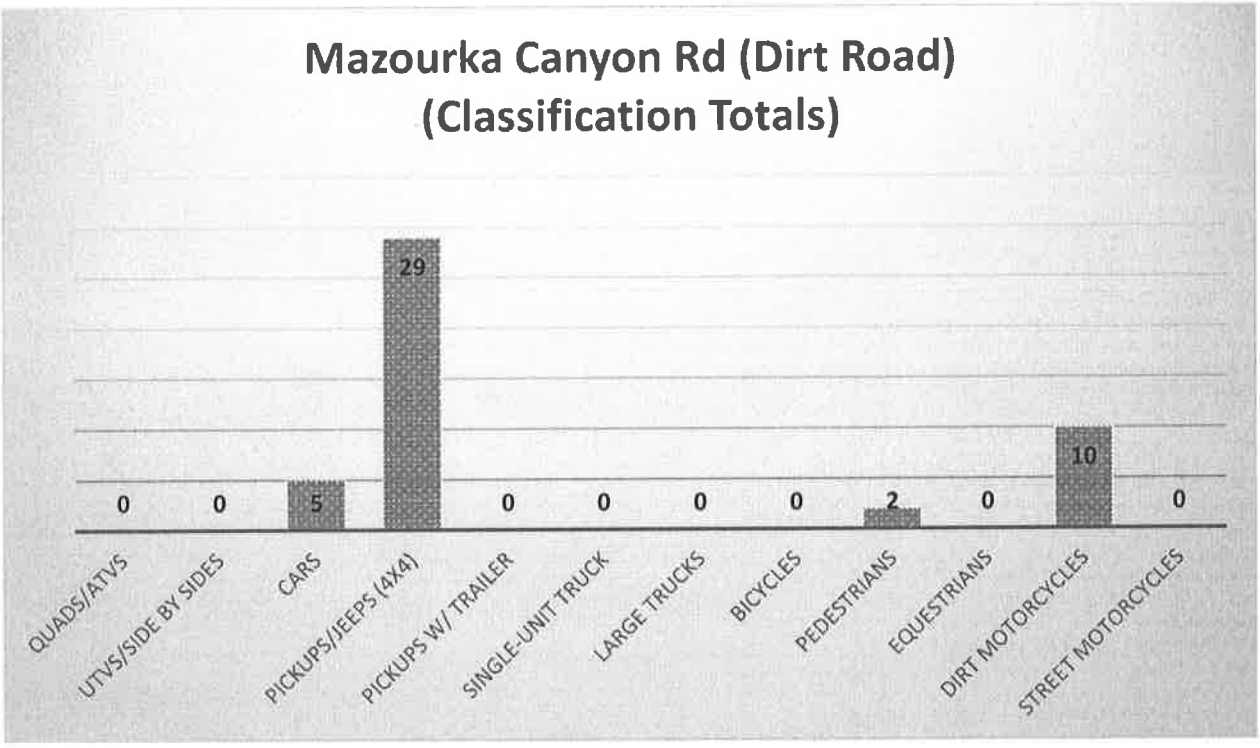
Attachments: 1) Traffic Classification Data Summary Sheets (6)

APPENDIX A

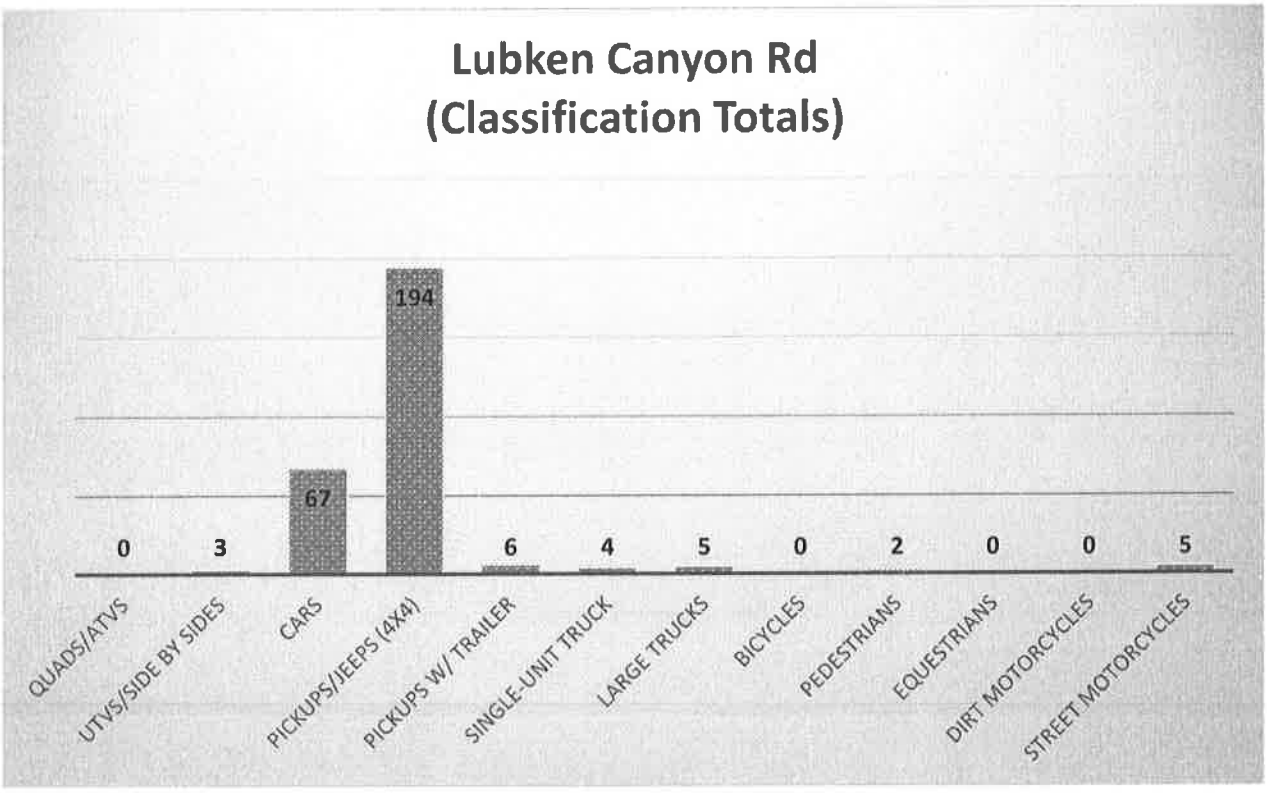
Mazourka Canyon Road (100 Yards East of Clay)



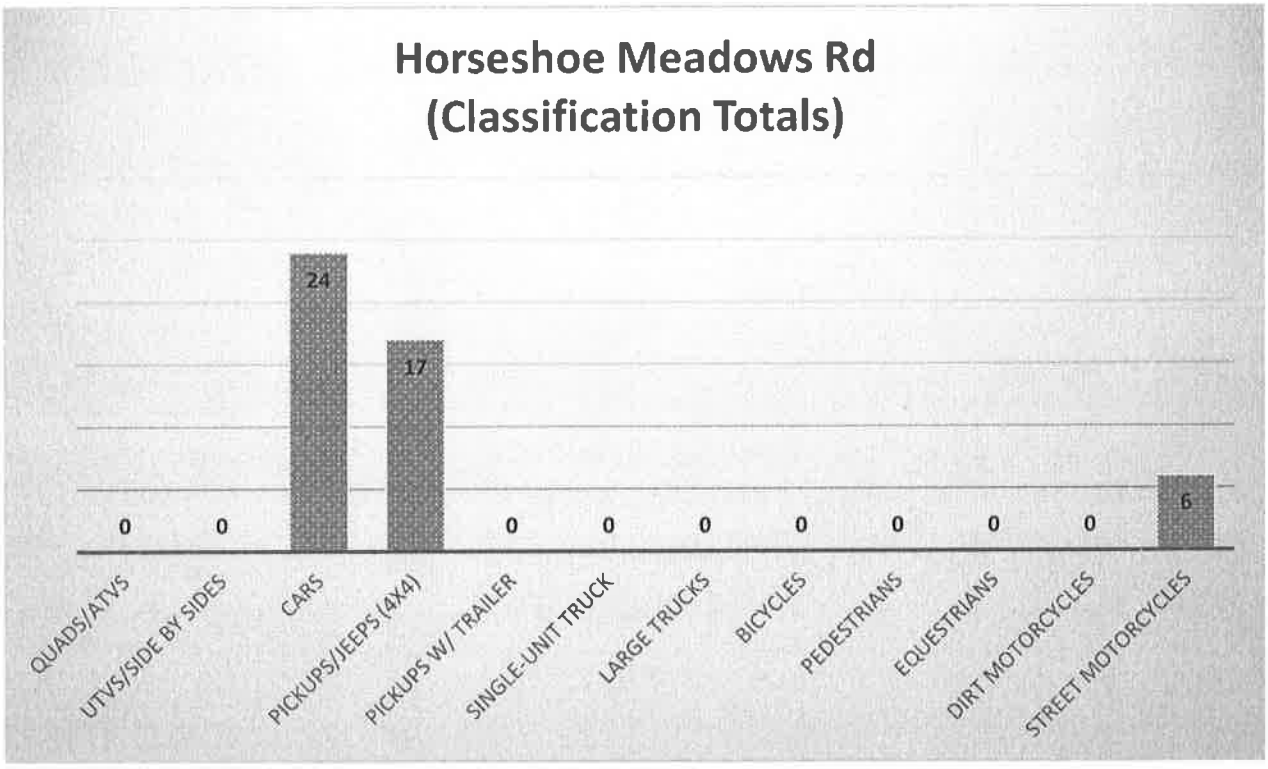
Mazourka Canyon Road (Dirt Road)



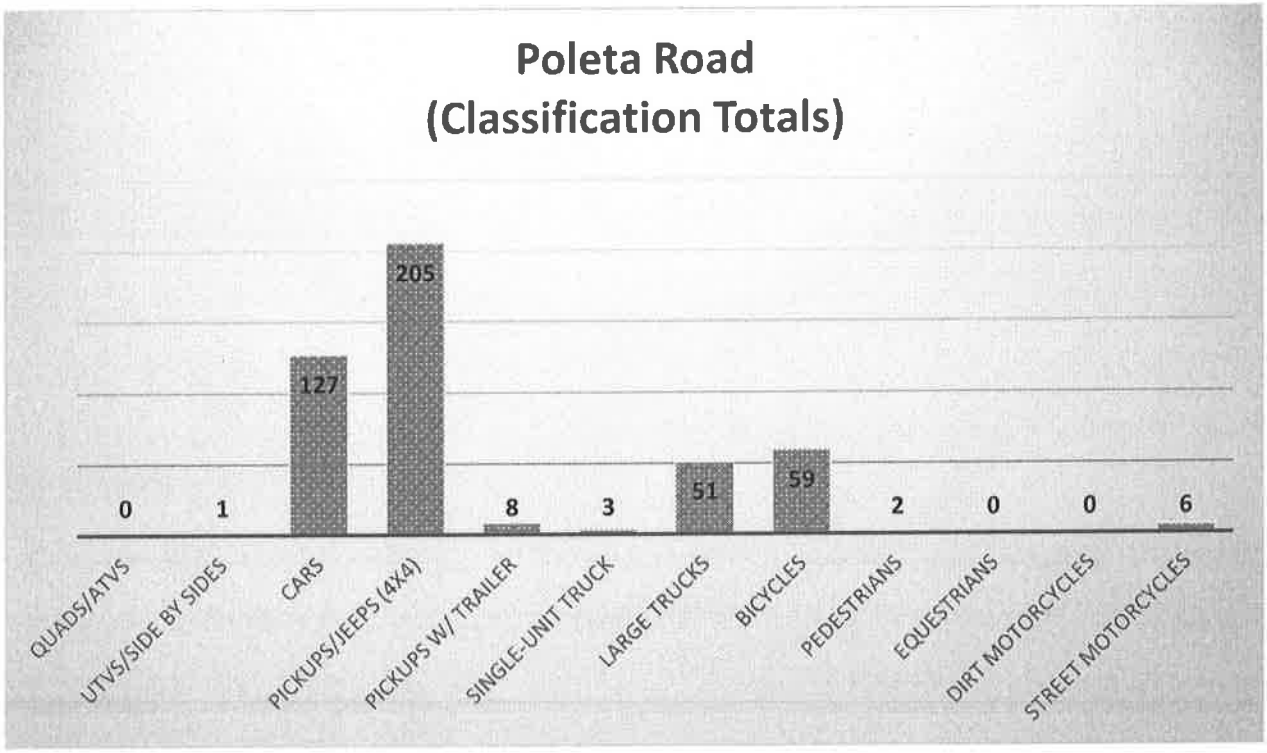
Lubken Canyon Road



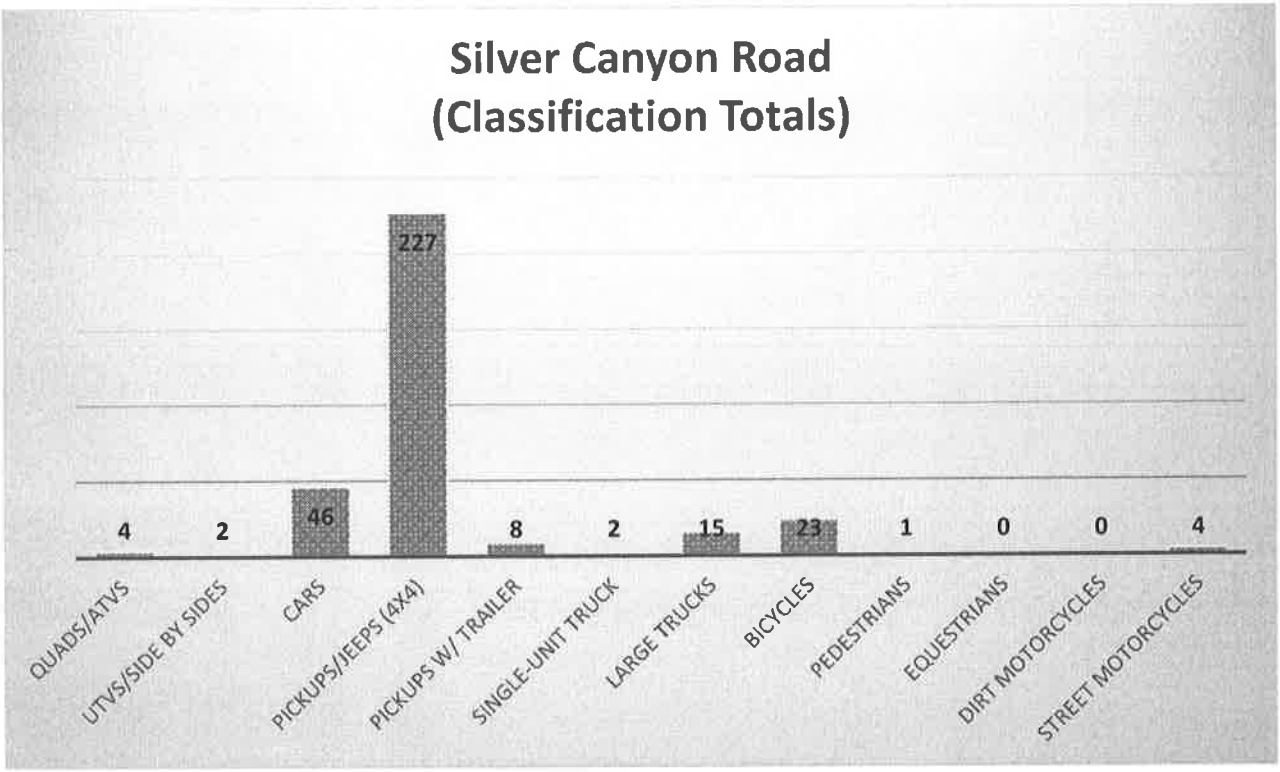
Horseshoe Meadows Road



Poleta Road



Silver Canyon Road



December 15, 2015

Secretary of the Senate
State Capitol, Room 3044
Sacramento, CA 95814

Re: County of Inyo Report Submitted Pursuant to Vehicle Code Section 381026.1(f)

To Whom It May Concern,

This is a summary of the Legislative Report submitted by Inyo County pursuant to Vehicle Code section 381026.1(f). The Report satisfies Inyo County's requirement to report on a Pilot Program regarding County roads designated by the Inyo County Board of Supervisors for combined-use. . The report includes: 1) a description of the designated combined-use routes, 2) an evaluation of the overall safety and effectiveness of the Pilot Program, and 3) summarizes public comments received at an approval hearing, comments received during the Pilot Program, and comments received at a public hearing on the Pilot Program.

The Report additionally analyzes the requirements set forth in the Implementing Procedures adopted by Inyo County in 2012 pursuant to AB 628 and then amended in January 2015. The Report further provides an overview of the project setting, describes factors that limited the implementation of the Pilot Program, and includes a list of attachments.

Please don't hesitate to contact me if you have any questions regarding this report.

Sincerely,

Matt Kingsley, Chair
Inyo County Board of Supervisors

cc: Chief Clerk of the Assembly
Legislative Counsel

DRAFT

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
23

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Desert Tortoise Management Oversight Group Charter

DEPARTMENTAL RECOMMENDATION: Review the Updated Desert Tortoise Management Oversight Group Charter and authorize the Chair to sign.

SUMMARY DISCUSSION: On September 7, 2010, the Board authorized the County to join the Quadstate Local Government Authority (QLGA),[1] which was formed largely to address issues related to listing of the Mojave desert tortoise under the Federal Endangered Species Act. As a follow-up, on December 21, 2010, the Board authorized staff to participate in a number of groups working on issues in the region, including the Desert Tortoise Management Oversight Group (MOG),[2] which coordinates planning and management for the Bureau of Land Management's Desert Tortoise Rangewide Plan. Subsequently, a Revised Recovery Plan for the Mojave Population of the Desert Tortoise was released by the U.S. Fish and Wildlife Service, and staff participated with the QLGA, other participating counties, and other parties in the Recovery Implementation Teams (RIT) for the two RITs that encompass Inyo County.

The MOG Charter was recently updated to reaffirm and elaborate on the MOGs activities in practice, reinvigorate the MOG to help provide executive level oversight to Mojave desert tortoise recovery with the hope of improving the consistency and effectiveness of the recovery actions being implemented across the range of the tortoise, and otherwise refine its responsibilities. Staff recommends that the Board authorize the Chair to sign the updated Charter.

OTHER AGENCY INVOLVEMENT: QLGA (including the counties of San Bernardino, Kern, Imperial, Lincoln, Nye, Mohave, and Washington, and the City of Ridgecrest); federal agencies; State of California, and; other participating entities.

FINANCING: General funds are utilized for participating in planning initiatives and in organizations such as the QLGA and the MOG. QLGA staff typically participates on behalf of the County on the MOG, thereby minimizing the County's resource expenditures.

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1 Refer to http://www.quadstate.org/ for more information about the Authority.

2 Refer to http://www.fws.gov/nevada/desert_tortoise/dt/dt_life.html for more information regarding the desert tortoise, including the Recovery Plan, the MOG, and the RITs.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Yes 11/18/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Date: 12/1/15

Attachment: Updated Desert Tortoise Management Oversight Group Charter

DESERT TORTOISE MANAGEMENT OVERSIGHT GROUP
CHARTER

I. Background

The Desert Tortoise Management Oversight Group (MOG) was established in 1988 to coordinate agency planning and management activities affecting the desert tortoise in the Bureau of Land Management's (BLM) Desert Tortoise Rangewide Plan. Charter members of the MOG included the four BLM State Directors from Arizona, California, Nevada, and Utah; the four State Fish and Game Directors from these States; the three Fish and Wildlife Service (FWS) Regional Directors that share tortoise management responsibilities; and a BLM Washington Office representative. Membership was subsequently expanded to include representatives of the National Park Service, Biological Resources Division of the United States Geological Survey (USGS), and officials of the four branches of military service (Army, Air Force, Navy, and Marine Corps) that manage Mojave Desert tortoise habitat. In 2008 membership was expanded to include County governments.

The original charter of the MOG, while never formalized, called for meetings at least once annually to a) standardize procedures for the analysis and interpretation of tortoise information, b) report on management actions completed for the benefit of the desert tortoise, c) recommend funding priorities, d) identify areas lacking sufficient information for management of Category 1 and 2 habitat, e) identify research needs to resolve management issues, f) identify threats and conflicts, g) complete annual status or progress reports, h) coordinate existing laws and guidance, and i) review ongoing research. A combination of events spurred change in the MOG and its charter. Emergency listing of the Mojave Desert population as Endangered in 1989, followed by the Mojave population's listing as Threatened in 1990, preceded a 1991 finding that the Sonoran population was not warranted for Federal listing. Following the publication of the Mojave Desert tortoise recovery plan in 1994, the MOG assumed a leadership role in coordinating agency activities directed toward recovery plan implementation, and the Sonoran population was de-emphasized as efforts for the Mojave population intensified.

In December 2002 the U.S. General Accounting Office completed an audit of recovery actions for the Mojave population of the desert tortoise. The primary recommendation of this report was to "develop and implement a coordinated research strategy that would link land management decisions with research results." This recommendation was reiterated in the October 2004 Desert Tortoise Recovery Plan Assessment, which called for the establishment of a Desert Tortoise Recovery Office (DTRO) to facilitate such coordination. In December 2004, the FWS formally established a DTRO and Science Advisory Committee (SAC). The Science Advisory Committee serves in an advisory role to the MOG, DTRO, and cooperators to provide scientific advice on significant issues in the recovery program. The DTRO also coordinates the Recovery Implementation Teams (RITs) and range-wide monitoring program in collaboration with MOG representatives and independent experts.

II. Vision

Achieve recovery of the Mojave desert tortoise (hereinafter, desert tortoise) through effective coordination of agency planning and management activities.

III. Mission

The mission and guiding principles of the Desert Tortoise Management Oversight Group are to:

A. Enhance interagency coordination of desert tortoise recovery efforts, where discretion is allowed within each agency's separate mission, including:

1. Provide oversight and direction to regional Recovery Implementation Teams (RITs) in planning, prioritizing, and recommending recovery actions on lands administered by members of the MOG and elsewhere;

2. Assess the results and effectiveness of implemented conservation and recovery actions and make appropriate changes in conservation and recovery actions as part of an adaptive management framework;

3. Formulate and prioritize management-related questions and needs, develop and promote research relevant to those questions and needs, evaluate results, and utilize results to enhance recovery in an adaptive management framework;

4. Coordinate resource allocation and budget initiatives and develop partnerships to support implementation of recovery actions.

5. Develop and implement through the participating agencies a strategic communication and outreach plan to support and enhance Mojave desert tortoise conservation and recovery.

B. Provide a roundtable for sharing information and raising and resolving issues that cross jurisdictional boundaries, including consideration of other species that may affect recovery of the Mojave desert tortoise.

C. Provide a forum for stakeholder input on desert tortoise issues (see stakeholder participation guidelines following the charter).

IV. Membership

The Desert Tortoise Management Oversight Group shall be chaired by the Region 8 Director, FWS. The DTRO shall provide coordination and technical support services. The MOG shall be comprised of executive-level managers or their official designee of the following agencies. Any designee in attendance must be empowered to act on behalf of their executive manager.

Department of Interior

Bureau of Land Management state offices from Arizona, California, Nevada, and Utah
Fish and Wildlife Service regional offices from Region 2 (Arizona), Region 6 (Utah), and Region 8 (California-Nevada)
Bureau of Indian Affairs, Western Regional Office
Lake Mead National Recreation Area

Death Valley National Park
Joshua Tree National Park
Mojave National Preserve
U.S. Geological Survey, Western Ecological Research Center

Department of Defense
Naval Air Weapons Station, China Lake
Marine Corps Air Station, Yuma
Marine Corps Air Ground Combat Center, Twentynine Palms
Marine Corps Logistics Base, Barstow
National Training Center, Fort Irwin
Edwards Air Force Base
Nellis Air Force Base

States
State wildlife agencies from Arizona, California, Nevada, and Utah

County Governments
Mohave County, Arizona
Imperial County, California
Inyo County, California
Kern County, California
Los Angeles County, California
Riverside County, California

San Bernardino County, California
Clark County, Nevada
Lincoln County, Nevada
Nye County, Nevada
Washington County, Utah
Quadstate Local Governments Authority

Additional government agencies/offices may be added to the MOG based on the consensus of the group. Federal, state, local, and tribal government agencies that are not members of the MOG may serve as members of MOG Work Groups, subject to approval of the MOG. Tribal governments will be kept informed of MOG activities and invited to MOG meetings.

V. Duties and activities

The activities of the Desert Tortoise Management Oversight Group are intended to provide executive-level oversight and coordination of desert tortoise conservation and recovery on a range-wide basis. Coordination of MOG oversight activities may be addressed in bi-annual meetings or other frequency as determined by the MOG. In general, there will be a winter meeting in December or January to review annual progress towards recovery and current research, and to identify, prioritize and select research needs. In addition, a summer meeting may be held in June or July to identify fiscal year recovery goals and select priorities, and identify shared resources, funding opportunities and initiatives. Additional meetings may be scheduled as necessary at the discretion of the MOG.

The MOG's primary activities are outlined below.

A. Recovery planning and review: Provide input and contribute to recovery plan five-year reviews and revisions in collaboration with the DTRO. This activity will also be coordinated with the RITs, as needed.

B. Recovery implementation: Direct and support active agency participation of the RITs with support from the DTRO to effectively implement management actions prescribed in Recovery Action Plans, consistent with range-wide recovery priorities identified by the MOG.

C. Secure funding and develop budget initiatives for range-wide priorities: Coordinate agency budgets, identify funding opportunities and partnerships, and develop funding initiatives to fund coordinated implementation of conservation and recovery actions or other MOG priorities and initiatives.

D. Oversight and direction for RITs: Establish range-wide recovery priorities and provide direction on annual work objectives, identify funding for range-wide recovery priorities, assist with resolving issues identified by the RITs, and review and approve Recovery Action Plans.

E. Research Priorities: Review research projects, developments, and trends affecting tortoise recovery and develop range-wide priorities for research that will help promote recovery. Identify shared opportunities and funding for priority research projects.

F. Strategic outreach and communication: Develop and implement through the participating agencies a strategic communication and outreach plan that includes desired objectives and results and processes that will be used to support and enhance Mojave desert tortoise conservation and recovery.

G. Tortoise monitoring: Support the range-wide desert tortoise population monitoring program overseen by the DTRO. The MOG commits to implement the General Accounting Office's recommendation (from its 2002 audit of desert tortoise recovery efforts) to seek continued funding for range-wide population monitoring through its emphasis on this activity in the charter. The DTRO will report annually on the previous year's monitoring activities.

   Identify opportunities for and coordinate implementation of effectiveness monitoring of recovery actions with support from the DTRO. Information from recovery action implementation and effectiveness monitoring will be integrated into a recovery decision support system identified in Activity D.

H. Integrate and share data for effective recovery implementation and planning: Support and contribute available pertinent data to a recovery decision support system and database for all desert tortoise recovery implementation, monitoring, and research data. The DTRO will provide oversight for the decision support system and database in coordination with other technical partners. The MOG will direct the RITs to coordinate to ensure that the database is updated as new management actions are implemented and/or data are available.

I. Crisis intervention: Coordinate in response to unforeseen or emergency situations, such as wildfires, invasion of exotic organisms, disease outbreaks, excessive predation, and extreme climatic events.

J. Review MOG initiatives and activities: Evaluate progress and effectiveness of MOG initiatives and activities covered under this charter. Revise the charter at least every five years to modify listed activities as necessary or desired by group consensus.

K. Sunset: This charter shall expire if no activity occurs for a period of five years.

Stakeholder Involvement Guidelines

Purpose and Background

To promote and facilitate constructive stakeholder involvement in the Desert Tortoise Management Oversight Group to further conservation and recovery of the Mojave desert tortoise. The primary purpose of the MOG is to provide executives of government agencies working within the range of the Mojave population of the desert tortoise a forum to share information and discuss and collaborate on issues relevant to desert tortoise recovery. MOG meetings are not part of any legally mandated environmental or administrative hearing process (Federal Advisory Committee Act, National Environmental Policy Act, or other open-meeting laws) that requires public involvement. For the puposes of these guidelines, a "stakeholder" is defined as an officially designated representative or member of a local government, tribe, federal, or state agency who is not a member of the MOG; the general public; or a member of a non-governmental organization.

Guidelines and Procedures
MOG meetings are working interagency meetings and are not required to be open to attendance by stakeholders. However, MOG agencies recognize that involving stakeholders will foster support and understanding of the MOG and its goals and will help meet their agencies' responsibilities to keep interested parties informed and provide opportunities for comment on MOG activities and initiatives.

Stakeholder involvement in MOG meetings will be conducted in accordance with the following guidelines:

a. As a general rule, the first half of the MOG meeting will be open to stakeholders. The second half of the meeting may be restricted to MOG members, agency staff, and invited guest speakers. Exceptions to this general rule may be approved by consensus of the MOG members.

b. Stakeholders will be invited to provide comments at designated times identified on the meeting agenda or other times at the discretion of the Chair. Stakeholder comments will generally be limited to three minutes unless agreed to otherwise with the meeting organizers prior to the start of the meeting. Stakeholder comments should be relevant to a topic on the agenda or a goal or objective identified in the MOG charter.

c. Stakeholders may suggest topics for discussion on the MOG meeting agenda to the Chair.

d. Notification and summaries of MOG meetings will be posted on the DTRO website (www.nevada.fws.gov/desert_tortoise).

Additional Public Involvement Opportunities
Stakeholders are encouraged to also participate in:

a. The agency land and resource management planning process related to specific projects or areas of interest;

b. Meetings of the BLM advisory councils; and

c. Appropriate NEPA and State compliance activities as specified in the guidelines for those processes.

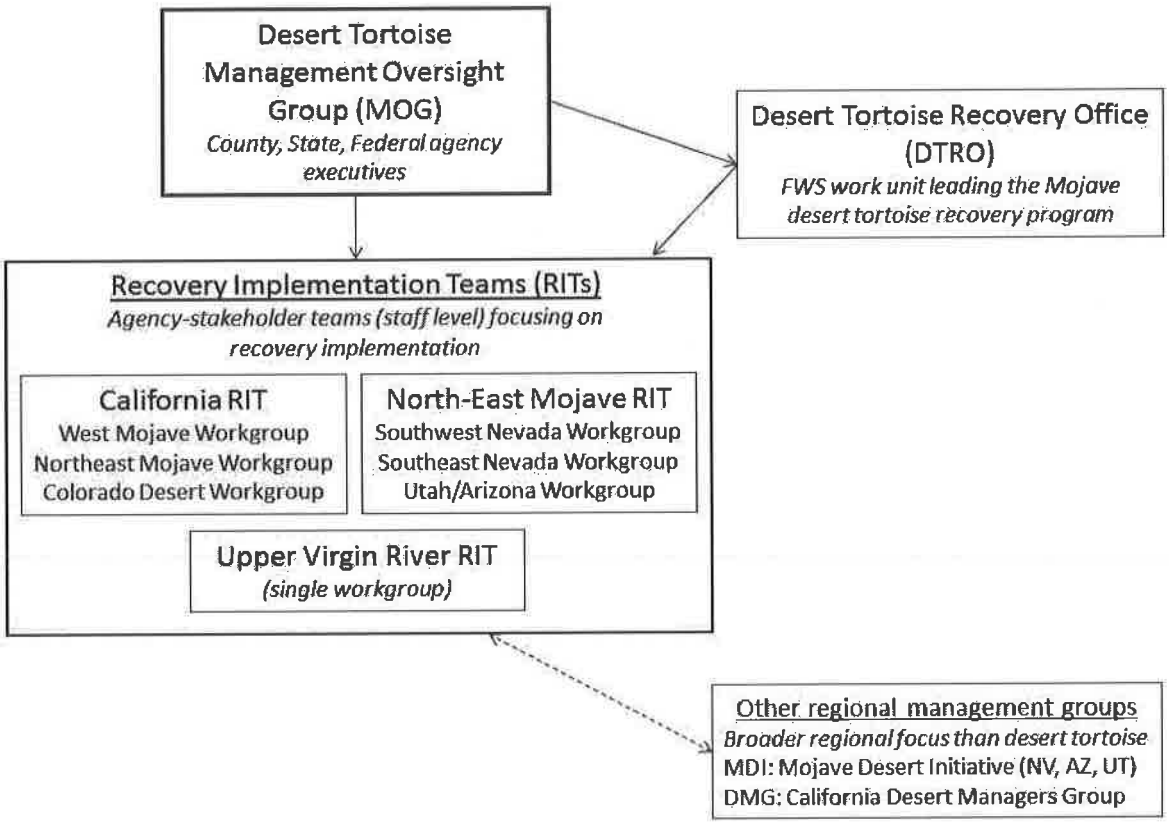
All actions implemented or coordinated by the MOG are subject to compliance with all appropriate Federal and State laws, as applicable.

Participating Agency

FOR THE COUNTY OF INYO

Matt Kingsley, Chair, Inyo County Board of Supervisors Date

Relationship of MOG, RITs, and DTRO



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Medical Marijuana Regulation and Safety Act of 2015

DEPARTMENTAL RECOMMENDATION: Receive a presentation regarding Assembly Bill 266 (Bonta, 2015), Assembly Bill 243 (Wood, 2015), and Senate Bill 643 (McGuire, 2015), and provide direction.

SUMMARY DISCUSSION: On May 12, 2015 the Board of Supervisors conducted a Workshop regarding medical marijuana dispensaries and cultivation (refer to Attachment 2 for relevant information from that Workshop). Subsequently, several statutes regarding medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015). These bills become effective January 1, 2016 (see Attachment 1). The following summarizes these very complex and interdependent bills. It is anticipated that much will be learned through implementation, and that State rule-making processes will be utilized extensively to refine the broad guidance provided.

Assembly Bill (AB) 266 – known in part as the Medical Marijuana Regulation and Safety Act, AB 266 includes provisions that establish licensing and regulation of medical marijuana, establish within the Department of Consumer Affairs the Bureau of Medical Marijuana Regulation, impose fines and penalties for certain violations, repeal existing regulations regarding identification cards, and provide for licensees. The Bill's licensing system classifies cultivators, manufacturers, testing, dispensing, distribution, and transport, and provides for a system of combining licenses. The new Bureau may make rules to implement the Statute, convene advisory committees, undertake investigations, issue and revoke licenses, and otherwise implement the Bill. Generally, local authority and regulations are not limited, and local jurisdictions may assess fees and taxes. The County may adopt ordinances that establish additional standards, requirements, and regulations for local licenses and permits. Deliveries can be made in the County if it does not explicitly prohibit it by ordinance, and the County may not prevent use of public roads for delivery. Licensees are required to obtain a license for each physical location, excluding transport. The Bill establishes a system to specify how cultivation and manufacturing licenses shall send products to a manufacturer or distributor for quality assurance and inspection. The Bill specifies requirements for deliveries, quality assurance/review, packaging/sealing, laboratory testing, records keeping/retention/review, packaging, reporting, and privacy.

Assembly Bill 243 – in general, AB 243 requires the Departments of Food and Agriculture, Pesticide Regulation, Public Health, Fish and Wildlife, and State Water Resources Control Board to promulgate regulations and standards related to medical marijuana and its cultivation; cities, counties and local law enforcement agencies to coordinate with State agencies to enforce laws addressing environmental impacts, and; collection of fees, civil fines and penalties, allocation of funds to implement the Medical Marijuana Regulation and Safety Act. The Bill provides that the Department of Food and Agriculture shall enforce standards for weighing and measuring devices and other related actions, and the Department of Fish and Wildlife to establish a watershed management program and a multi-agency task force to expand its enforcement efforts to reduce the adverse impacts of cultivation. Reasonable fees may be established to offset costs of the licensers. Indoor and outdoor cultivation shall be conducted in accordance with local laws

related to land conversion, grading, electricity usage, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters. Cultivation shall not be allowed unless a permit is issued by the County, and the Bill specifically authorizes the County to deny such a permit. Within cities and counties that have not prohibited cultivation, either expressly or otherwise under the principles of permissive zoning, then commencing March 1, 2016 the State shall be the sole licensing authority for cultivation. The Secretary may enter into a cooperative agreement with the County Agricultural Commissioner to carry out certain provisions of the Bill. Exemptions are provided for specified patients and caregivers.

Senate Bill 643 – amongst other provisions, SB 643 sets forth standards for medical cannabis prescriptions and encourages prosecution of violators, designates the Governor to appoint the chief of the Bureau of Medical Marijuana Regulation, requires the Department of Consumer Affairs to have the sole authority for licenses for the transportation and storage (unrelated to manufacturing) of medical marijuana, authorizes counties to impose taxes upon certain activities, and allows establishment of duties relating to environmental impacts of cannabis. Certain patients and caregivers are exempted from specific provisions of the Bill. Upon the date of implementation of regulations by the licensing authority, both a State and local license permit will be required to engage in commercial cannabis activity, and documentation must be provided by the local jurisdiction certifying that the business will be compliant with all local ordinance and regulations. Transporters need only obtain a license for each physical location where the licensee conducts business. Local jurisdictions may assess fees and taxes, and local approval is needed prior to submitting for a State license. Cultivators and dispensaries must be at least 600 feet from a school. For applicants with 20 or more employees, the applicant must enter into a labor peace agreement. Licenses or renewal thereof may be denied for failure to comply with relevant regulations, and an appeal process is defined.

Next Steps – staff continues to evaluate the new legislation, and anticipates providing more in-depth analysis and recommendations in the new year; input from the Board as to how it wishes to proceed is requested to facilitate this endeavor. As the legislation is implemented, it is expected that clarity will evolve around the numerous issues entailed. It is unclear how, if at all, the new legislation and the County's response would relate to any potential legalization of marijuana for recreational use.

ALTERNATIVES: The County's past practice has been to prohibit medical marijuana dispensaries and cultivation based on the Zoning Code. Under the new regulations, the County could expressly prohibit medical marijuana deliveries, cultivation, and/or dispensaries. It appears that the County could prohibit medical marijuana cultivation and dispensaries under the principles of permissive zoning, but that the County would need to prohibit deliveries explicitly if it were desirous to do so. The County could also promulgate regulations to conditionally permit medical marijuana dispensaries, cultivation, and/or deliveries through the Zoning Ordinance or other means. Additionally, the County could tax medical marijuana and provide for fees for local licensing activities.

OTHER AGENCY INVOLVEMENT: State of California, Sheriff, District Attorney, Agricultural Commissioner

FINANCING: General Fund resources have been utilized to monitor this State legislation. Significant costs and/or benefits could accrue to the County depending on how the legislation is implemented. Some costs that could be incurred by the Agricultural Commissioner might not be directly reimbursed. More detailed costs and benefit estimates could be estimated if specific implementation approaches are identified.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 12/2/15

Attachments

1. Bills
2. Summary of Previous Background Information

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 266

CHAPTER 689

An act to amend Sections 27 and 101 of, to add Section 205.1 to, and to add Chapter 3.5 (commencing with Section 19300) to Division 8 of, the Business and Professions Code, to amend Section 9147.7 of the Government Code, to amend Section 11362.775 of the Health and Safety Code, to add Section 147.5 to the Labor Code, and to add Section 31020 to the Revenue and Taxation Code, relating to medical marijuana.

[Approved by Governor October 9, 2015. Filed with Secretary of State October 9, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 266, Bonta. Medical marijuana.

(1) Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by the approval of Proposition 215 at the November 5, 1996, statewide general election, authorizes the use of marijuana for medical purposes. Existing law enacted by the Legislature requires the establishment of a program for the issuance of identification cards to qualified patients so that they may lawfully use marijuana for medical purposes, and requires the establishment of guidelines for the lawful cultivation of marijuana grown for medical use. Existing law provides for the licensure of various professions by boards or bureaus within the Department of Consumer Affairs. Existing law, the Sherman Food, Drug, and Cosmetic Law, provides for the regulation of food, drugs, devices, and cosmetics, as specified. A violation of that law is a crime.

This bill, among other things, would enact the Medical Marijuana Regulation and Safety Act for the licensure and regulation of medical marijuana and would establish within the Department of Consumer Affairs the Bureau of Medical Marijuana Regulation, under the supervision and control of the Director of Consumer Affairs. The bill would require the director to administer and enforce the provisions of the act.

This bill would also require the Board of Equalization, in consultation with the Department of Food and Agriculture, to adopt a system for reporting the movement of commercial cannabis and cannabis products.

This bill would impose certain fines and civil penalties for specified violations of the act, and would require moneys collected as a result of these fines and civil penalties to be deposited into the Medical Cannabis Fines and Penalties Account.

(2) Under existing law, certain persons with identification cards, who associate within the state in order collectively or cooperatively to cultivate marijuana for medical purposes, are not solely on the basis of that fact subject to specified state criminal sanctions.

This bill would repeal these provisions upon the issuance of licenses by licensing authorities pursuant to the Medical Marijuana Regulation and Safety Act, as specified, and would instead provide that actions of licensees with the relevant local permits, in accordance with the act and applicable local ordinances, are not offenses subject to arrest, prosecution, or other sanction under state law.

(3) This bill would provide that its provisions are severable.

(4) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

(6) The bill would provide that it shall become operative only if SB 643 and AB 243 of the 2015–16 Regular Session are also enacted and become operative.

The people of the State of California do enact as follows:

SECTION 1. Section 27 of the Business and Professions Code is amended to read:

27. (a) Each entity specified in subdivisions (c), (d), and (e) shall provide on the Internet information regarding the status of every license issued by that entity in accordance with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The public information to be provided on the Internet shall include information on suspensions and revocations of licenses issued by the entity and other related enforcement action, including accusations filed pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code) taken by the entity relative to persons, businesses, or facilities subject to licensure or regulation by the entity. The information may not include personal information, including home telephone number, date of birth, or social security number. Each entity shall disclose a licensee's address of record. However, each entity shall allow a licensee to provide a post office box number or other alternate address, instead of his or her home address, as the address of record. This section shall not preclude an entity from also requiring a licensee, who has provided a post office box number or other alternative mailing address as his or her address of record, to provide a

physical business address or residence address only for the entity's internal administrative use and not for disclosure as the licensee's address of record or disclosure on the Internet.

(b) In providing information on the Internet, each entity specified in subdivisions (c) and (d) shall comply with the Department of Consumer Affairs' guidelines for access to public records.

(c) Each of the following entities within the Department of Consumer Affairs shall comply with the requirements of this section:

(1) The Board for Professional Engineers, Land Surveyors, and Geologists shall disclose information on its registrants and licensees.

(2) The Bureau of Automotive Repair shall disclose information on its licensees, including auto repair dealers, smog stations, lamp and brake stations, smog check technicians, and smog inspection certification stations.

(3) The Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation shall disclose information on its licensees and registrants, including major appliance repair dealers, combination dealers (electronic and appliance), electronic repair dealers, service contract sellers, and service contract administrators.

(4) The Cemetery and Funeral Bureau shall disclose information on its licensees, including cemetery brokers, cemetery salespersons, cemetery managers, crematory managers, cemetery authorities, crematories, cremated remains disposers, embalmers, funeral establishments, and funeral directors.

(5) The Professional Fiduciaries Bureau shall disclose information on its licensees.

(6) The Contractors' State License Board shall disclose information on its licensees and registrants in accordance with Chapter 9 (commencing with Section 7000) of Division 3. In addition to information related to licenses as specified in subdivision (a), the board shall also disclose information provided to the board by the Labor Commissioner pursuant to Section 98.9 of the Labor Code.

(7) The Bureau for Private Postsecondary Education shall disclose information on private postsecondary institutions under its jurisdiction, including disclosure of notices to comply issued pursuant to Section 94935 of the Education Code.

(8) The California Board of Accountancy shall disclose information on its licensees and registrants.

(9) The California Architects Board shall disclose information on its licensees, including architects and landscape architects.

(10) The State Athletic Commission shall disclose information on its licensees and registrants.

(11) The State Board of Barbering and Cosmetology shall disclose information on its licensees.

(12) The State Board of Guide Dogs for the Blind shall disclose information on its licensees and registrants.

(13) The Acupuncture Board shall disclose information on its licensees.

(14) The Board of Behavioral Sciences shall disclose information on its licensees, including licensed marriage and family therapists, licensed clinical

social workers, licensed educational psychologists, and licensed professional clinical counselors.

(15) The Dental Board of California shall disclose information on its licensees.

(16) The State Board of Optometry shall disclose information regarding certificates of registration to practice optometry, statements of licensure, optometric corporation registrations, branch office licenses, and fictitious name permits of its licensees.

(17) The Board of Psychology shall disclose information on its licensees, including psychologists, psychological assistants, and registered psychologists.

(d) The State Board of Chiropractic Examiners shall disclose information on its licensees.

(e) The Structural Pest Control Board shall disclose information on its licensees, including applicators, field representatives, and operators in the areas of fumigation, general pest and wood destroying pests and organisms, and wood roof cleaning and treatment.

(f) The Bureau of Medical Marijuana Regulation shall disclose information on its licensees.

(g) "Internet" for the purposes of this section has the meaning set forth in paragraph (6) of subdivision (f) of Section 17538.

SEC. 2. Section 101 of the Business and Professions Code is amended to read:

101. The department is comprised of the following:

(a) The Dental Board of California.

(b) The Medical Board of California.

(c) The State Board of Optometry.

(d) The California State Board of Pharmacy.

(e) The Veterinary Medical Board.

(f) The California Board of Accountancy.

(g) The California Architects Board.

(h) The Bureau of Barbering and Cosmetology.

(i) The Board for Professional Engineers and Land Surveyors.

(j) The Contractors' State License Board.

(k) The Bureau for Private Postsecondary Education.

(l) The Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation.

(m) The Board of Registered Nursing.

(n) The Board of Behavioral Sciences.

(o) The State Athletic Commission.

(p) The Cemetery and Funeral Bureau.

(q) The State Board of Guide Dogs for the Blind.

(r) The Bureau of Security and Investigative Services.

(s) The Court Reporters Board of California.

(t) The Board of Vocational Nursing and Psychiatric Technicians.

(u) The Landscape Architects Technical Committee.

(v) The Division of Investigation.

(w) The Bureau of Automotive Repair.
(x) The Respiratory Care Board of California.
(y) The Acupuncture Board.
(z) The Board of Psychology.
(aa) The California Board of Podiatric Medicine.
(ab) The Physical Therapy Board of California.
(ac) The Arbitration Review Program.
(ad) The Physician Assistant Committee.
(ae) The Speech-Language Pathology and Audiology Board.
(af) The California Board of Occupational Therapy.
(ag) The Osteopathic Medical Board of California.
(ah) The Naturopathic Medicine Committee.
(ai) The Dental Hygiene Committee of California.
(aj) The Professional Fiduciaries Bureau.
(ak) The State Board of Chiropractic Examiners.
(al) The Bureau of Real Estate.
(am) The Bureau of Real Estate Appraisers.
(an) The Structural Pest Control Board.
(ao) The Bureau of Medical Marijuana Regulation.
(ap) Any other boards, offices, or officers subject to its jurisdiction by law.

SEC. 3. Section 205.1 is added to the Business and Professions Code, to read:

205.1. Notwithstanding subdivision (a) of Section 205, the Medical Marijuana Regulation and Safety Act Fund is a special fund within the Professions and Vocations Fund, and is subject to subdivision (b) of Section 205.

SEC. 4. Chapter 3.5 (commencing with Section 19300) is added to Division 8 of the Business and Professions Code, to read:

CHAPTER 3.5. MEDICAL MARIJUANA REGULATION AND SAFETY ACT

Article 1. Definitions

19300. This act shall be known and may be cited as the Medical Marijuana Regulation and Safety Act.

19300.5. For purposes of this chapter, the following definitions shall apply:

(a) "Accrediting body" means a nonprofit organization that requires conformance to ISO/IEC 17025 requirements and is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement for Testing.

(b) "Applicant," for purposes of Article 4 (commencing with Section 19319), means the following:

(1) Owner or owners of a proposed facility, including all persons or entities having ownership interest other than a security interest, lien, or encumbrance on property that will be used by the facility.

(2) If the owner is an entity, "owner" includes within the entity each person participating in the direction, control, or management of, or having a financial interest in, the proposed facility.

(3) If the applicant is a publicly traded company, "owner" means the chief executive officer or any person or entity with an aggregate ownership interest of 5 percent or more.

(c) "Batch" means a specific quantity of medical cannabis or medical cannabis products that is intended to have uniform character and quality, within specified limits, and is produced according to a single manufacturing order during the same cycle of manufacture.

(d) "Bureau" means the Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs.

(e) "Cannabinoid" or "phytocannabinoid" means a chemical compound that is unique to and derived from cannabis.

(f) "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

(g) "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency. An edible medical cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

(h) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the Health and Safety Code.

(i) "Certificate of accreditation" means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

(j) "Chief" means Chief of the Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs.

(k) "Commercial cannabis activity" includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product, except as set forth in Section 19319, related to qualifying patients and primary caregivers.

(*l*) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(m) "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined by the bureau to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code, or a testing laboratory. "Delivery" also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under this chapter, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

(n) "Dispensary" means a facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, pursuant to express authorization by local ordinance, medical cannabis and medical cannabis products as part of a retail sale.

(o) "Dispensing" means any activity involving the retail sale of medical cannabis or medical cannabis products from a dispensary.

(p) "Distribution" means the procurement, sale, and transport of medical cannabis and medical cannabis products between entities licensed pursuant to this chapter.

(q) "Distributor" means a person licensed under this chapter to engage in the business of purchasing medical cannabis from a licensed cultivator, or medical cannabis products from a licensed manufacturer, for sale to a licensed dispensary.

(r) "Dried flower" means all dead medical cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(s) "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum. An edible medical cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

(t) "Fund" means the Medical Marijuana Regulation and Safety Act Fund established pursuant to Section 19351.

(u) "Identification program" means the universal identification certificate program for commercial medical cannabis activity authorized by this chapter.

(v) "Labor peace agreement" means an agreement between a licensee and a bona fide labor organization that, at a minimum, protects the state's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the applicant's business. This agreement means that the

applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the applicant's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the applicant's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

(w) "Licensing authority" means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the license.

(x) "Cultivation site" means a facility where medical cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities, that holds a valid state license pursuant to this chapter, and that holds a valid local license or permit.

(y) "Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured medical cannabis, as described in subdivision (ae), or medical cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or medical cannabis products or labels or relabels its container, that holds a valid state license pursuant to this chapter, and that holds a valid local license or permit.

(z) "Testing laboratory" means a facility, entity, or site in the state that offers or performs tests of medical cannabis or medical cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state.

(2) Registered with the State Department of Public Health.

(aa) "Transporter" means a person issued a state license by the bureau to transport medical cannabis or medical cannabis products in an amount above a threshold determined by the bureau between facilities that have been issued a state license pursuant to this chapter.

(ab) "Licensee" means a person issued a state license under this chapter to engage in commercial cannabis activity.

(ac) "Live plants" means living medical cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(ad) "Lot" means a batch, or a specifically identified portion of a batch, having uniform character and quality within specified limits. In the case of medical cannabis or a medical cannabis product produced by a continuous process, "lot" means a specifically identified amount produced in a unit of time or a quantity in a manner that ensures its having uniform character and quality within specified limits.

(ae) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

(af) "Manufacturing site" means a location that produces, prepares, propagates, or compounds manufactured medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

(ag) "Medical cannabis," "medical cannabis product," or "cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. For the purposes of this chapter, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

(ah) "Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of medical cannabis.

(ai) "Permit," "local license," or "local permit" means an official document granted by a local jurisdiction that specifically authorizes a person to conduct commercial cannabis activity in the local jurisdiction.

(aj) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

(ak) "State license," "license," or "registration" means a state license issued pursuant to this chapter.

(al) "Topical cannabis" means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the Health and Safety Code.

(am) "Transport" means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this chapter.

19300.7. License classifications pursuant to this chapter are as follows:

(a) Type 1 = Cultivation; Specialty outdoor; Small.
(b) Type 1A = Cultivation; Specialty indoor; Small.
(c) Type 1B = Cultivation; Specialty mixed-light; Small.
(d) Type 2 = Cultivation; Outdoor; Small.
(e) Type 2A = Cultivation; Indoor; Small.
(f) Type 2B = Cultivation; Mixed-light; Small.
(g) Type 3 = Cultivation; Outdoor; Medium.
(h) Type 3A = Cultivation; Indoor; Medium.
(i) Type 3B = Cultivation; Mixed-light; Medium.
(j) Type 4 = Cultivation; Nursery.
(k) Type 6 = Manufacturer 1.
(*l*) Type 7 = Manufacturer 2.
(m) Type 8 = Testing.

(n) Type 10 = Dispensary; General.
(o) Type 10A = Dispensary; No more than three retail sites.
(p) Type 11 = Distribution.
(q) Type 12 = Transporter.

Article 2. Administration

19302. There is in the Department of Consumer Affairs the Bureau of Medical Marijuana Regulation, under the supervision and control of the director. The director shall administer and enforce the provisions of this chapter.

19303. Protection of the public shall be the highest priority for the bureau in exercising its licensing, regulatory, and disciplinary functions under this chapter. Whenever the protection of the public is inconsistent with other interests sought to be promoted, the protection of the public shall be paramount.

19304. The bureau shall make and prescribe reasonable rules as may be necessary or proper to carry out the purposes and intent of this chapter and to enable it to exercise the powers and duties conferred upon it by this chapter, not inconsistent with any statute of this state, including particularly this chapter and Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. For the performance of its duties, the bureau has the power conferred by Sections 11180 to 11191, inclusive, of the Government Code.

19305. Notice of any action of the licensing authority required by this chapter to be given may be signed and given by the director or an authorized employee of the department and may be made personally or in the manner prescribed by Section 1013 of the Code of Civil Procedure.

19306. (a) The bureau may convene an advisory committee to advise the bureau and licensing authorities on the development of standards and regulations pursuant to this chapter, including best practices and guidelines to ensure qualified patients have adequate access to medical cannabis and medical cannabis products. The advisory committee members shall be determined by the chief.

(b) The advisory committee members may include, but not be limited to, representatives of the medical marijuana industry, representatives of medical marijuana cultivators, appropriate local and state agencies, appropriate local and state law enforcement, physicians, environmental and public health experts, and medical marijuana patient advocates.

19307. A licensing authority may make or cause to be made such investigation as it deems necessary to carry out its duties under this chapter.

19308. For any hearing held pursuant to this chapter, the director, or a licensing authority, may delegate the power to hear and decide to an administrative law judge. Any hearing before an administrative law judge shall be pursuant to the procedures, rules, and limitations prescribed in

Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

19309. In any hearing before a licensing authority pursuant to this chapter, the licensing authority may pay any person appearing as a witness at the hearing at the request of the licensing authority pursuant to a subpoena, his or her actual, necessary, and reasonable travel, food, and lodging expenses, not to exceed the amount authorized for state employees.

19310. The department may on its own motion at any time before a penalty assessment is placed into effect and without any further proceedings, review the penalty, but such review shall be limited to its reduction.

Article 3. Enforcement

19311. Grounds for disciplinary action include:

(a) Failure to comply with the provisions of this chapter or any rule or regulation adopted pursuant to this chapter.

(b) Conduct that constitutes grounds for denial of licensure pursuant to Chapter 3 (commencing with Section 490) of Division 1.5.

(c) Any other grounds contained in regulations adopted by a licensing authority pursuant to this chapter.

(d) Failure to comply with any state law, except as provided for in this chapter or other California law.

19312. Each licensing authority may suspend or revoke licenses, after proper notice and hearing to the licensee, if the licensee is found to have committed any of the acts or omissions constituting grounds for disciplinary action. The disciplinary proceedings under this chapter shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and the director of each licensing authority shall have all the powers granted therein.

19313. Each licensing authority may take disciplinary action against a licensee for any violation of this chapter when the violation was committed by the licensee's agent or employee while acting on behalf of the licensee or engaged in commercial cannabis activity.

19313.5. Upon suspension or revocation of a license, the licensing authority shall inform the bureau. The bureau shall then inform all other licensing authorities and the Department of Food and Agriculture.

19314. All accusations against licensees shall be filed by the licensing authority within five years after the performance of the act or omission alleged as the ground for disciplinary action; provided, however, that the foregoing provision shall not constitute a defense to an accusation alleging fraud or misrepresentation as a ground for disciplinary action. The cause for disciplinary action in such case shall not be deemed to have accrued until discovery, by the licensing authority, of the facts constituting the fraud or misrepresentation, and, in such case, the accusation shall be filed within five years after such discovery.

19315. (a) Nothing in this chapter shall be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements.

(b) Nothing in this chapter shall be interpreted to require the Department of Consumer Affairs to undertake local law enforcement responsibilities, enforce local zoning requirements, or enforce local licensing requirements.

(c) Nothing in this chapter shall be interpreted to supersede or limit state agencies from exercising their existing enforcement authority under the Fish and Game Code, the Water Code, the Food and Agricultural Code, or the Health and Safety Code.

19316. (a) Pursuant to Section 7 of Article XI of the California Constitution, a city, county, or city and county may adopt ordinances that establish additional standards, requirements, and regulations for local licenses and permits for commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, testing, security, and worker protections established by the state shall be the minimum standards for all licensees statewide.

(b) For facilities issued a state license that are located within the incorporated area of a city, the city shall have full power and authority to enforce this chapter and the regulations promulgated by the bureau or any licensing authority, if delegated by the state. Notwithstanding Sections 101375, 101400, and 101405 of the Health and Safety Code or any contract entered into pursuant thereto, or any other law, the city shall further assume complete responsibility for any regulatory function relating to those licensees within the city limits that would otherwise be performed by the county or any county officer or employee, including a county health officer, without liability, cost, or expense to the county.

(c) Nothing in this chapter, or any regulations promulgated thereunder, shall be deemed to limit the authority or remedies of a city, county, or city and county under any provision of law, including, but not limited to, Section 7 of Article XI of the California Constitution.

19317. (a) The actions of a licensee, its employees, and its agents that are (1) permitted pursuant to both a state license and a license or permit issued by the local jurisdiction following the requirements of the applicable local ordinances, and (2) conducted in accordance with the requirements of this chapter and regulations adopted pursuant to this chapter, are not unlawful under state law and shall not be an offense subject to arrest, prosecution, or other sanction under state law, or be subject to a civil fine or be a basis for seizure or forfeiture of assets under state law.

(b) The actions of a person who, in good faith, allows his or her property to be used by a licensee, its employees, and its agents, as permitted pursuant to both a state license and a local license or permit following the requirements of the applicable local ordinances, are not unlawful under state law and shall not be an offense subject to arrest, prosecution, or other sanction under state law, or be subject to a civil fine or be a basis for seizure or forfeiture of assets under state law.

19318. (a) A person engaging in commercial cannabis activity without a license required by this chapter shall be subject to civil penalties of up to twice the amount of the license fee for each violation, and the court may order the destruction of medical cannabis associated with that violation in accordance with Section 11479 of the Health and Safety Code. Each day of operation shall constitute a separate violation of this section. All civil penalties imposed and collected pursuant to this section by a licensing authority shall be deposited into the Medical Cannabis Fines and Penalties Account established pursuant to Section 19351.

(b) If an action for civil penalties is brought against a licensee pursuant to this chapter by the Attorney General on behalf of the people, the penalty collected shall be deposited into the Medical Cannabis Fines and Penalties Account established pursuant to Section 19351. If the action is brought by a district attorney or county counsel, the penalty collected shall be paid to the treasurer of the county in which the judgment was entered. If the action is brought by a city attorney or city prosecutor, the penalty collected shall be paid to the treasurer of the city or city and county in which the judgment was entered. If the action is brought by a city attorney and is adjudicated in a superior court located in the unincorporated area or another city in the same county, the penalty shall be paid one-half to the treasurer of the city in which the complaining attorney has jurisdiction and one-half to the treasurer of the county in which the judgment is entered.

(c) Notwithstanding subdivision (a), criminal penalties shall continue to apply to an unlicensed person engaging in commercial cannabis activity in violation of this chapter, including, but not limited to, those individuals covered under Section 11362.7 of the Health and Safety Code.

Article 4. Licensing

19320. (a) Licensing authorities administering this chapter may issue state licenses only to qualified applicants engaging in commercial cannabis activity pursuant to this chapter. Upon the date of implementation of regulations by the licensing authority, no person shall engage in commercial cannabis activity without possessing both a state license and a local permit, license, or other authorization. A licensee shall not commence activity under the authority of a state license until the applicant has obtained, in addition to the state license, a license or permit from the local jurisdiction in which he or she proposes to operate, following the requirements of the applicable local ordinance.

(b) Revocation of a local license, permit, or other authorization shall terminate the ability of a medical cannabis business to operate within that local jurisdiction until the local jurisdiction reinstates or reissues the local license, permit, or other required authorization. Local authorities shall notify the bureau upon revocation of a local license. The bureau shall inform relevant licensing authorities.

(c) Revocation of a state license shall terminate the ability of a medical cannabis licensee to operate within California until the licensing authority reinstates or reissues the state license. Each licensee shall obtain a separate license for each location where it engages in commercial medical cannabis activity. However, transporters only need to obtain licenses for each physical location where the licensee conducts business while not in transport, or any equipment that is not currently transporting medical cannabis or medical cannabis products, permanently resides.

(d) In addition to the provisions of this chapter, local jurisdictions retain the power to assess fees and taxes, as applicable, on facilities that are licensed pursuant to this chapter and the business activities of those licensees.

(e) Nothing in this chapter shall be construed to supersede or limit state agencies, including the State Water Resources Control Board and Department of Fish and Wildlife, from establishing fees to support their medical cannabis regulatory programs.

19321. (a) The Department of Consumer Affairs, the Department of Food and Agriculture, and the State Department of Public Health shall promulgate regulations for implementation of their respective responsibilities in the administration of this chapter.

(b) A license issued pursuant to this section shall be valid for 12 months from the date of issuance. The license shall be renewed annually. Each licensing authority shall establish procedures for the renewal of a license.

(c) Notwithstanding subdivision (a) of Section 19320, a facility or entity that is operating in compliance with local zoning ordinances and other state and local requirements on or before January 1, 2018, may continue its operations until its application for licensure is approved or denied pursuant to this chapter. In issuing licenses, the licensing authority shall prioritize any facility or entity that can demonstrate to the authority's satisfaction that it was in operation and in good standing with the local jurisdiction by January 1, 2016.

(d) Issuance of a state license or a determination of compliance with local law by the licensing authority shall in no way limit the ability of the City of Los Angeles to prosecute any person or entity for a violation of, or otherwise enforce, Proposition D, approved by the voters of the City of Los Angeles on the May 21, 2013, ballot for the city, or the city's zoning laws. Nor may issuance of a license or determination of compliance with local law by the licensing authority be deemed to establish, or be relied upon, in determining satisfaction with the immunity requirements of Proposition D or local zoning law, in court or in any other context or forum.

Article 5. Medical Marijuana Regulation

19326. (a) A person other than a licensed transporter shall not transport medical cannabis or medical cannabis products from one licensee to another licensee, unless otherwise specified in this chapter.

(b) All licensees holding cultivation or manufacturing licenses shall send all medical cannabis and medical cannabis products cultivated or manufactured to a distributor, as defined in Section 19300.5, for quality assurance and inspection by the Type 11 licensee and for a batch testing by a Type 8 licensee prior to distribution to a dispensary. Those licensees holding a Type 10A license in addition to a cultivation license or a manufacturing license shall send all medical cannabis and medical cannabis products to a Type 11 licensee for presale inspection and for a batch testing by a Type 8 licensee prior to dispensing any product. The licensing authority shall fine a licensee who violates this subdivision in an amount determined by the licensing authority to be reasonable.

(c) (1) Upon receipt of medical cannabis or medical cannabis products by a holder of a cultivation or manufacturing license, the Type 11 licensee shall first inspect the product to ensure the identity and quantity of the product and then ensure a random sample of the medical cannabis or medical cannabis product is tested by a Type 8 licensee prior to distributing the batch of medical cannabis or medical cannabis products.

(2) Upon issuance of a certificate of analysis by the Type 8 licensee that the product is fit for manufacturing or retail, all medical cannabis and medical cannabis products shall undergo a quality assurance review by the Type 11 licensee prior to distribution to ensure the quantity and content of the medical cannabis or medical cannabis product, and for tracking and taxation purposes by the state. Licensed cultivators and manufacturers shall package or seal all medical cannabis and medical cannabis products in tamper-evident packaging and use a unique identifier, as prescribed by the Department of Food and Agriculture, for the purpose of identifying and tracking medical cannabis or medical cannabis products. Medical cannabis and medical cannabis products shall be labeled as required by Section 19347. All packaging and sealing shall be completed prior to medical cannabis or medical cannabis products being transported or delivered to a licensee, qualified patient, or caregiver.

(3) This section does not limit the ability of licensed cultivators, manufacturers, and dispensaries to directly enter into contracts with one another indicating the price and quantity of medical cannabis or medical cannabis products to be distributed. However, a Type 11 licensee responsible for executing the contract is authorized to collect a fee for the services rendered, including, but not limited to, costs incurred by a Type 8 licensee, as well as applicable state or local taxes and fees.

(d) Medical cannabis and medical cannabis products shall be tested by a registered testing laboratory, prior to retail sale or dispensing, as follows:

(1) Medical cannabis from dried flower shall, at a minimum, be tested for concentration, pesticides, mold, and other contaminants.

(2) Medical cannabis extracts shall, at a minimum, be tested for concentration and purity of the product.

(3) This chapter shall not prohibit a licensee from performing on-site testing for the purposes of quality assurance of the product in conjunction

with reasonable business operations. On-site testing by the licensee shall not be certified by the State Department of Public Health.

(e) All commercial cannabis activity shall be conducted between licensees, when these are available.

19327. (a) A licensee shall keep accurate records of commercial cannabis activity.

(b) All records related to commercial cannabis activity as defined by the licensing authorities shall be maintained for a minimum of seven years.

(c) The bureau may examine the books and records of a licensee and inspect the premises of a licensee as the licensing authority or a state or local agency deems necessary to perform its duties under this chapter. All inspections shall be conducted during standard business hours of the licensed facility or at any other reasonable time.

(d) Licensees shall keep records identified by the licensing authorities on the premises of the location licensed. The licensing authorities may make any examination of the records of any licensee. Licensees shall also provide and deliver copies of documents to the licensing agency upon request.

(e) A licensee or its agent, or employee, that refuses, impedes, obstructs, or interferes with an inspection of the premises or records of the licensee pursuant to this section has engaged in a violation of this chapter.

(f) If a licensee or an employee of a licensee fails to maintain or provide the records required pursuant to this section, the licensee shall be subject to a citation and fine of thirty thousand dollars ($30,000) per individual violation.

19328. (a) A licensee may only hold a state license in up to two separate license categories, as follows:

(1) Type 1, 1A, 1B, 2, 2A, or 2B licensees may also hold either a Type 6 or 7 state license.

(2) Type 6 or 7 licensees, or a combination thereof, may also hold either a Type 1, 1A, 1B, 2, 2A, or 2B state license.

(3) Type 6 or 7 licensees, or a combination thereof, may also hold a Type 10A state license.

(4) Type 10A licensees may also hold either a Type 6 or 7 state license, or a combination thereof.

(5) Type 1, 1A, 1B, 2, 2A, or 2B licensees, or a combination thereof, may also hold a Type 10A state license.

(6) Type 10A licensees may apply for Type 1, 1A, 1B, 2, 2A, or 2B state license, or a combination thereof.

(7) Type 11 licensees shall apply for a Type 12 state license, but shall not apply for any other type of state license.

(8) Type 12 licensees may apply for a Type 11 state license.

(9) A Type 10A licensee may apply for a Type 6 or 7 state license and hold a 1, 1A, 1B, 2, 2A, 2B, 3, 3A, 3B, 4 or combination thereof if, under the 1, 1A, 1B, 2, 2A, 2B, 3, 3A, 3B, 4 or combination of licenses thereof, no more than four acres of total canopy size of cultivation by the licensee is occurring throughout the state during the period that the respective licenses

are valid. All cultivation pursuant to this section shall comply with local ordinances. This paragraph shall become inoperative on January 1, 2026.

(b) Except as provided in subdivision (a), a person or entity that holds a state license is prohibited from licensure for any other activity authorized under this chapter, and is prohibited from holding an ownership interest in real property, personal property, or other assets associated with or used in any other license category.

(c) (1) In a jurisdiction that adopted a local ordinance, prior to July 1, 2015, allowing or requiring qualified businesses to cultivate, manufacture, and dispense medical cannabis or medical cannabis products, with all commercial cannabis activity being conducted by a single qualified business, upon licensure that business shall not be subject to subdivision (a) if it meets all of the following conditions:

(A) The business was cultivating, manufacturing, and dispensing medical cannabis or medical cannabis products on July 1, 2015, and has continuously done so since that date.

(B) The business has been in full compliance with all applicable local ordinances at all times prior to licensure.

(C) The business is registered with the State Board of Equalization.

(2) A business licensed pursuant to paragraph (1) is not required to conduct all cultivation or manufacturing within the bounds of a local jurisdiction, but all cultivation and manufacturing shall have commenced prior to July 1, 2015, and have been in full compliance with applicable local ordinances.

(d) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

19329. A licensee shall not also be licensed as a retailer of alcoholic beverages pursuant to Division 9 (commencing with Section 23000).

19330. This chapter and Article 2 (commencing with Section 11357) and Article 2.5 (commencing with Section 11362.7) of Chapter 6 of Division 10 of the Health and Safety Code shall not interfere with an employer's rights and obligations to maintain a drug and alcohol free workplace or require an employer to permit or accommodate the use, consumption, possession, transfer, display, transportation, sale, or growth of cannabis in the workplace or affect the ability of employers to have policies prohibiting the use of cannabis by employees and prospective employees, or prevent employers from complying with state or federal law.

Article 7. Licensed Distributors, Dispensaries, and Transporters

19334. (a) State licenses to be issued by the Department of Consumer Affairs are as follows:

(1) "Dispensary," as defined in this chapter. This license shall allow for delivery pursuant to Section 19340.

(2) "Distributor," for the distribution of medical cannabis and medical cannabis products from manufacturer to dispensary. A Type 11 licensee

shall hold a Type 12, or transporter, license and register each location where product is stored for the purposes of distribution. A Type 11 licensee shall not hold a license in a cultivation, manufacturing, dispensing, or testing license category and shall not own, or have an ownership interest in, a facility licensed in those categories other than a security interest, lien, or encumbrance on property that is used by a licensee. A Type 11 licensee shall be bonded and insured at a minimum level established by the licensing authority.

(3) "Transport," for transporters of medical cannabis or medical cannabis products between licensees. A Type 12 licensee shall be bonded and insured at a minimum level established by the licensing authority.

(4) "Special dispensary status" for dispensers who have no more than three licensed dispensary facilities. This license shall allow for delivery where expressly authorized by local ordinance.

(b) The bureau shall establish minimum security requirements for the commercial transportation and delivery of medical cannabis and products.

(c) A licensed dispensary shall implement sufficient security measures to both deter and prevent unauthorized entrance into areas containing medical cannabis or medical cannabis products and theft of medical cannabis or medical cannabis products at the dispensary. These security measures shall include, but not be limited to, all of the following:

(1) Preventing individuals from remaining on the premises of the dispensary if they are not engaging in activity expressly related to the operations of the dispensary.

(2) Establishing limited access areas accessible only to authorized dispensary personnel.

(3) Storing all finished medical cannabis and medical cannabis products in a secured and locked room, safe, or vault, and in a manner as to prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes, samples, or immediate sale.

(d) A dispensary shall notify the licensing authority and the appropriate law enforcement authorities within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the bureau.

(2) Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary.

(3) The loss or unauthorized alteration of records related to cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents.

(4) Any other breach of security.

Article 9. Delivery

19340. (a) Deliveries, as defined in this chapter, can only be made by a dispensary and in a city, county, or city and county that does not explicitly prohibit it by local ordinance.

(b) Upon approval of the licensing authority, a licensed dispensary that delivers medical cannabis or medical cannabis products shall comply with both of the following:

(1) The city, county, or city and county in which the licensed dispensary is located, and in which each delivery is made, do not explicitly by ordinance prohibit delivery, as defined in Section 19300.5.

(2) All employees of a dispensary delivering medical cannabis or medical cannabis products shall carry a copy of the dispensary's current license authorizing those services with them during deliveries and the employee's government-issued identification, and shall present that license and identification upon request to state and local law enforcement, employees of regulatory authorities, and other state and local agencies enforcing this chapter.

(c) A county shall have the authority to impose a tax, pursuant to Article 11 (commencing with Section 19348), on each delivery transaction completed by a licensee.

(d) During delivery, the licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the licensing authority and law enforcement officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information.

(e) The qualified patient or primary caregiver requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the licensing authority and law enforcement officers.

(f) A local jurisdiction shall not prevent carriage of medical cannabis or medical cannabis products on public roads by a licensee acting in compliance with this chapter.

Article 10. Licensed Manufacturers and Licensed Laboratories

19341. The State Department of Public Health shall promulgate regulations governing the licensing of cannabis manufacturers and testing laboratories. Licenses to be issued are as follows:

(a) "Manufacturing level 1," for manufacturing sites that produce medical cannabis products using nonvolatile solvents.

(b) "Manufacturing level 2," for manufacturing sites that produce medical cannabis products using volatile solvents. The State Department of Public Health shall limit the number of licenses of this type.

(c) "Testing," for testing of medical cannabis and medical cannabis products. Testing licensees shall have their facilities licensed according to regulations set forth by the division. A testing licensee shall not hold a

license in another license category of this chapter and shall not own or have ownership interest in a facility licensed pursuant to this chapter.

19342. (a) For the purposes of testing medical cannabis or medical cannabis products, licensees shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.

(b) An agent of a licensed testing laboratory shall obtain samples according to a statistically valid sampling method for each lot.

(c) A licensed testing laboratory shall analyze samples according to either of the following:

(1) The most current version of the cannabis inflorescence monograph published by the American Herbal Pharmacopoeia.

(2) Scientifically valid methodology that is demonstrably equal or superior to paragraph (1), in the opinion of the accrediting body.

(d) If a test result falls outside the specifications authorized by law or regulation, the licensed testing laboratory shall follow a standard operating procedure to confirm or refute the original result.

(e) A licensed testing laboratory shall destroy the remains of the sample of medical cannabis or medical cannabis product upon completion of the analysis.

19343. A licensed testing laboratory shall not handle, test, or analyze medical cannabis or medical cannabis products unless the licensed testing laboratory meets all of the following:

(a) Is registered by the State Department of Public Health.

(b) Is independent from all other persons and entities involved in the medical cannabis industry.

(c) Follows the methodologies, ranges, and parameters that are contained in the scope of the accreditation for testing medical cannabis or medical cannabis products. The testing lab shall also comply with any other requirements specified by the State Department of Public Health.

(d) Notifies the State Department of Public Health within one business day after the receipt of notice of any kind that its accreditation has been denied, suspended, or revoked.

(e) Has established standard operating procedures that provide for adequate chain of custody controls for samples transferred to the licensed testing laboratory for testing.

19344. (a) A licensed testing laboratory shall issue a certificate of analysis for each lot, with supporting data, to report both of the following:

(1) Whether the chemical profile of the lot conforms to the specifications of the lot for compounds, including, but not limited to, all of the following:

(A) Tetrahydrocannabinol (THC).

(B) Tetrahydrocannabinolic Acid (THCA).

(C) Cannabidiol (CBD).
(D) Cannabidiolic Acid (CBDA).
(E) The terpenes described in the most current version of the cannabis inflorescence monograph published by the American Herbal Pharmacopoeia.
(F) Cannabigerol (CBG).
(G) Cannabinol (CBN).
(H) Any other compounds required by the State Department of Public Health.

(2) That the presence of contaminants does not exceed the levels that are the lesser of either the most current version of the American Herbal Pharmacopoeia monograph or the State Department of Public Health. For purposes of this paragraph, contaminants includes, but is not limited to, all of the following:

(A) Residual solvent or processing chemicals.
(B) Foreign material, including, but not limited to, hair, insects, or similar or related adulterant.
(C) Microbiological impurity, including total aerobic microbial count, total yeast mold count, P. aeruginosa, aspergillus spp., s. aureus, aflatoxin B1, B2, G1, or G2, or ochratoxin A.
(D) Whether the batch is within specification for odor and appearance.

(b) Residual levels of volatile organic compounds shall be below the lesser of either the specifications set by the United States Pharmacopeia (U.S.P. Chapter 467) or those set by the State Department of Public Health.

19345. (a) Except as provided in this chapter, a licensed testing laboratory shall not acquire or receive medical cannabis or medical cannabis products except from a licensed facility in accordance with this chapter, and shall not distribute, sell, deliver, transfer, transport, or dispense medical cannabis or medical cannabis products, from which the medical cannabis or medical cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(b) A licensed testing laboratory may receive and test samples of medical cannabis or medical cannabis products from a qualified patient or primary caregiver only if he or she presents his or her valid recommendation for cannabis for medical purposes from a physician. A licensed testing laboratory shall not certify samples from a qualified patient or caregiver for resale or transfer to another party or licensee. All tests performed by a licensed testing laboratory for a qualified patient or caregiver shall be recorded with the name of the qualified patient or caregiver and the amount of medical cannabis or medical cannabis product received.

(c) The State Department of Public Health shall develop procedures to ensure that testing of cannabis occurs prior to delivery to dispensaries or any other business, specify how often licensees shall test cannabis and that the cost of testing shall be borne by the licensed cultivators, and require destruction of harvested batches whose testing samples indicate noncompliance with health and safety standards promulgated by the State Department of Public Health, unless remedial measures can bring the

cannabis into compliance with quality assurance standards as promulgated by the State Department of Public Health.

(d) The State Department of Public Health shall establish a licensing fee, and laboratories shall pay a fee to be licensed. Licensing fees shall not exceed the reasonable regulatory cost of the licensing activities.

19347. (a) Prior to delivery or sale at a dispensary, medical cannabis products shall be labeled and in a tamper-evident package. Labels and packages of medical cannabis products shall meet the following requirements:

(1) Medical cannabis packages and labels shall not be made to be attractive to children.

(2) All medical cannabis product labels shall include the following information, prominently displayed and in a clear and legible font:

(A) Manufacture date and source.

(B) The statement "SCHEDULE I CONTROLLED SUBSTANCE."

(C) The statement "KEEP OUT OF REACH OF CHILDREN AND ANIMALS" in bold print.

(D) The statement "FOR MEDICAL USE ONLY."

(E) The statement "THE INTOXICATING EFFECTS OF THIS PRODUCT MAY BE DELAYED BY UP TO TWO HOURS."

(F) The statement "THIS PRODUCT MAY IMPAIR THE ABILITY TO DRIVE OR OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

(G) For packages containing only dried flower, the net weight of medical cannabis in the package.

(H) A warning if nuts or other known allergens are used.

(I) List of pharmacologically active ingredients, including, but not limited to, tetrahydrocannabinol (THC), cannabidiol (CBD), and other cannabinoid content, the THC and other cannabinoid amount in milligrams per serving, servings per package, and the THC and other cannabinoid amount in milligrams for the package total.

(J) Clear indication, in bold type, that the product contains medical cannabis.

(K) Identification of the source and date of cultivation and manufacture.

(L) Any other requirement set by the bureau.

(M) Information associated with the unique identifier issued by the Department of Food and Agriculture pursuant to Section 11362.777 of the Health and Safety Code.

(b) Only generic food names may be used to describe edible medical cannabis products.

Article 14. Reporting

19353. Beginning on March 1, 2023, and on or before March 1 of each following year, each licensing authority shall prepare and submit to the Legislature an annual report on the authority's activities and post the report

on the authority's Internet Web site. The report shall include, but not be limited to, the following information for the previous fiscal year:

(a) The amount of funds allocated and spent by the licensing authority for medical cannabis licensing, enforcement, and administration.

(b) The number of state licenses issued, renewed, denied, suspended, and revoked, by state license category.

(c) The average time for processing state license applications, by state license category.

(d) The number and type of enforcement activities conducted by the licensing authorities and by local law enforcement agencies in conjunction with the licensing authorities or the bureau.

(e) The number, type, and amount of penalties, fines, and other disciplinary actions taken by the licensing authorities.

19354. The bureau shall contract with the California Marijuana Research Program, known as the Center for Medicinal Cannabis Research, authorized pursuant to Section 11362.9 of the Health and Safety Code, to develop a study that identifies the impact that cannabis has on motor skills.

Article 15. Privacy

19355. (a) Information identifying the names of patients, their medical conditions, or the names of their primary caregivers received and contained in records kept by the office or licensing authorities for the purposes of administering this chapter are confidential and shall not be disclosed pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), except as necessary for authorized employees of the State of California or any city, county, or city and county to perform official duties pursuant to this chapter, or a local ordinance.

(b) Information identifying the names of patients, their medical conditions, or the names of their primary caregivers received and contained in records kept by the bureau for the purposes of administering this chapter shall be maintained in accordance with Chapter 1 (commencing with Section 123100) of Part 1 of Division 106 of the Health and Safety Code, Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code, and other state and federal laws relating to confidential patient information.

(c) Nothing in this section precludes the following:

(1) Employees of the bureau or any licensing authorities notifying state or local agencies about information submitted to the agency that the employee suspects is falsified or fraudulent.

(2) Notifications from the bureau or any licensing authorities to state or local agencies about apparent violations of this chapter or applicable local ordinance.

(3) Verification of requests by state or local agencies to confirm licenses and certificates issued by the regulatory authorities or other state agency.

(4) Provision of information requested pursuant to a court order or subpoena issued by a court or an administrative agency or local governing body authorized by law to issue subpoenas.

(d) Information shall not be disclosed by any state or local agency beyond what is necessary to achieve the goals of a specific investigation, notification, or the parameters of a specific court order or subpoena.

SEC. 5. Section 9147.7 of the Government Code is amended to read:

9147.7. (a) For the purpose of this section, "eligible agency" means any agency, authority, board, bureau, commission, conservancy, council, department, division, or office of state government, however denominated, excluding an agency that is constitutionally created or an agency related to postsecondary education, for which a date for repeal has been established by statute on or after January 1, 2011.

(b) The Joint Sunset Review Committee is hereby created to identify and eliminate waste, duplication, and inefficiency in government agencies. The purpose of the committee is to conduct a comprehensive analysis over 15 years, and on a periodic basis thereafter, of every eligible agency to determine if the agency is still necessary and cost effective.

(c) Each eligible agency scheduled for repeal shall submit to the committee, on or before December 1 prior to the year it is set to be repealed, a complete agency report covering the entire period since last reviewed, including, but not limited to, the following:

(1) The purpose and necessity of the agency.

(2) A description of the agency budget, priorities, and job descriptions of employees of the agency.

(3) Any programs and projects under the direction of the agency.

(4) Measures of the success or failures of the agency and justifications for the metrics used to evaluate successes and failures.

(5) Any recommendations of the agency for changes or reorganization in order to better fulfill its purpose.

(d) The committee shall take public testimony and evaluate the eligible agency prior to the date the agency is scheduled to be repealed. An eligible agency shall be eliminated unless the Legislature enacts a law to extend, consolidate, or reorganize the eligible agency. No eligible agency shall be extended in perpetuity unless specifically exempted from the provisions of this section. The committee may recommend that the Legislature extend the statutory sunset date for no more than one year to allow the committee more time to evaluate the eligible agency.

(e) The committee shall be comprised of 10 members of the Legislature. The Senate Committee on Rules shall appoint five members of the Senate to the committee, not more than three of whom shall be members of the same political party. The Speaker of the Assembly shall appoint five members of the Assembly to the committee, not more than three of whom shall be members of the same political party. Members shall be appointed within 15 days after the commencement of the regular session. Each member of the committee who is appointed by the Senate Committee on Rules or the Speaker of the Assembly shall serve during that committee member's

term of office or until that committee member no longer is a Member of the Senate or the Assembly, whichever is applicable. A vacancy on the committee shall be filled in the same manner as the original appointment. Three Assembly Members and three Senators who are members of the committee shall constitute a quorum for the conduct of committee business. Members of the committee shall receive no compensation for their work with the committee.

(f) The committee shall meet not later than 30 days after the first day of the regular session to choose a chairperson and to establish the schedule for eligible agency review provided for in the statutes governing the eligible agencies. The chairperson of the committee shall alternate every two years between a Member of the Senate and a Member of the Assembly, and the vice chairperson of the committee shall be a member of the opposite house as the chairperson.

(g) This section shall not be construed to change the existing jurisdiction of the budget or policy committees of the Legislature.

(h) This section shall not apply to the Bureau of Medical Marijuana Regulation.

SEC. 6. Section 11362.775 of the Health and Safety Code is amended to read:

11362.775. (a) Subject to subdivision (b), qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate cannabis for medical purposes, shall not solely on the basis of that fact be subject to state criminal sanctions under Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570.

(b) This section shall remain in effect only until one year after the Bureau of Medical Marijuana Regulation posts a notice on its Internet Web site that the licensing authorities have commenced issuing licenses pursuant to the Medical Marijuana Regulation and Safety Act (Chapter 3.5 (commencing with Section 19300) of Division 8 of the Business and Professions Code), and is repealed upon issuance of licenses.

SEC. 7. Section 147.5 is added to the Labor Code, to read:

147.5. (a) By January 1, 2017, the Division of Occupational Safety and Health shall convene an advisory committee to evaluate whether there is a need to develop industry-specific regulations related to the activities of facilities issued a license pursuant to Chapter 3.5 (commencing with Section 19300) of Division 8 of the Business and Professions Code.

(b) By July 1, 2017, the advisory committee shall present to the board its findings and recommendations for consideration by the board. By July 1, 2017, the board shall render a decision regarding the adoption of industry-specific regulations pursuant to this section.

SEC. 8. Section 31020 is added to the Revenue and Taxation Code, to read:

31020. The board, in consultation with the Department of Food and Agriculture, shall adopt a system for reporting the movement of commercial

cannabis and cannabis products throughout the distribution chain. The system shall not be duplicative of the electronic database administered by the Department of Food and Agriculture specified in Section 19335 of the Business and Professions Code. The system shall also employ secure packaging and be capable of providing information to the board. This system shall capture, at a minimum, all of the following:

(a) The amount of tax due by the designated entity.

(b) The name, address, and license number of the designated entity that remitted the tax.

(c) The name, address, and license number of the succeeding entity receiving the product.

(d) The transaction date.

(e) Any other information deemed necessary by the board for the taxation and regulation of marijuana and marijuana products.

SEC. 9. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 10. The Legislature finds and declares that Section 4 of this act, which adds Section 19355 to the Business and Professions Code, thereby imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The limitation imposed under this act is necessary for purposes of compliance with the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.), the Confidentiality of Medical Information Act (Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code), and the Insurance Information and Privacy Protection Act (Article 6.6 (commencing with Section 791) of Part 2 of Division 1 of the Insurance Code).

SEC. 11. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 12. This act shall become operative only if Senate Bill 643 and Assembly Bill 243 of the 2015–16 Regular Session are also enacted and become operative.

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STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 243

CHAPTER 688

An act to add Article 6 (commencing with Section 19331), Article 13 (commencing with Section 19350), and Article 17 (commencing with Section 19360) to Chapter 3.5 of Division 8 of the Business and Professions Code, to add Section 12029 to the Fish and Game Code, to add Sections 11362.769 and 11362.777 to the Health and Safety Code, and to add Section 13276 to the Water Code, relating to medical marijuana, and making an appropriation therefor.

[Approved by Governor October 9, 2015. Filed with Secretary of State October 9, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 243, Wood. Medical marijuana.

Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by the approval of Proposition 215 at the November 5, 1996, statewide general election, authorizes the use of marijuana for medical purposes. Existing law enacted by the Legislature requires the establishment of a program for the issuance of identification cards to qualified patients so that they may lawfully use marijuana for medical purposes, and requires the establishment of guidelines for the lawful cultivation of marijuana grown for medical use. Existing law provides for the licensure of various professions by boards or bureaus within the Department of Consumer Affairs. Existing law, the Sherman Food, Drug, and Cosmetic Law, provides for the regulation of food, drugs, devices, and cosmetics, as specified. A violation of that law is a crime.

This bill would require the Department of Food and Agriculture, the Department of Pesticide Regulation, the State Department of Public Health, the Department of Fish and Wildlife, and the State Water Resources Control Board to promulgate regulations or standards relating to medical marijuana and its cultivation, as specified. The bill would also require various state agencies to take specified actions to mitigate the impact that marijuana cultivation has on the environment. By requiring cities, counties, and their local law enforcement agencies to coordinate with state agencies to enforce laws addressing the environmental impacts of medical marijuana cultivation, and by including medical marijuana within the Sherman Act, the bill would impose a state-mandated local program.

This bill would require a state licensing authority to charge each licensee under the act a licensure and renewal fee, as applicable, and would further require the deposit of those collected fees into an account specific to that licensing authority in the Medical Marijuana Regulation and Safety Act Fund, which this bill would establish. This bill would impose certain fines

and civil penalties for specified violations of the Medical Marijuana Regulation and Safety Act, and would require moneys collected as a result of these fines and civil penalties to be deposited into the Medical Cannabis Fines and Penalties Account, which this bill would establish within the fund. Moneys in the fund and each account of the fund would be available upon appropriation of the Legislature.

This bill would authorize the Director of Finance to provide an initial operating loan from the General Fund to the Medical Marijuana Regulation and Safety Act Fund of up to $10,000,000, and would appropriate $10,000,000 from the Medical Marijuana Regulation and Safety Act Fund to the Department of Consumer Affairs to begin the activities of the bureau.

This bill would provide that its provisions are severable.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

This bill would become operative only if AB 266 and SB 643 of the 2015–16 Regular Session are enacted and take effect on or before January 1, 2016.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. Article 6 (commencing with Section 19331) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 6. Licensed Cultivation Sites

19331. The Legislature finds and declares all of the following:

(a) The United States Environmental Protection Agency has not established appropriate pesticide tolerances for, or permitted the registration and lawful use of, pesticides on cannabis crops intended for human consumption pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.).

(b) The use of pesticides is not adequately regulated due to the omissions in federal law, and cannabis cultivated in California for California patients can and often does contain pesticide residues.

(c) Lawful California medical cannabis growers and caregivers urge the Department of Pesticide Regulation to provide guidance, in absence of federal guidance, on whether the pesticides currently used at most cannabis

cultivation sites are actually safe for use on cannabis intended for human consumption.

19332. (a) The Department of Food and Agriculture shall promulgate regulations governing the licensing of indoor and outdoor cultivation sites.

(b) The Department of Pesticide Regulation, in consultation with the Department of Food and Agriculture, shall develop standards for the use of pesticides in cultivation, and maximum tolerances for pesticides and other foreign object residue in harvested cannabis.

(c) The State Department of Public Health shall develop standards for the production and labeling of all edible medical cannabis products.

(d) The Department of Food and Agriculture, in consultation with the Department of Fish and Wildlife and the State Water Resources Control Board, shall ensure that individual and cumulative effects of water diversion and discharge associated with cultivation do not affect the instream flows needed for fish spawning, migration, and rearing, and the flows needed to maintain natural flow variability.

(e) The Department of Food and Agriculture shall have the authority necessary for the implementation of the regulations it adopts pursuant to this chapter. The regulations shall do all of the following:

(1) Provide that weighing or measuring devices used in connection with the sale or distribution of medical cannabis are required to meet standards equivalent to Division 5 (commencing with Section 12001).

(2) Require that cannabis cultivation by licensees is conducted in accordance with state and local laws related to land conversion, grading, electricity usage, water usage, agricultural discharges, and similar matters. Nothing in this chapter, and no regulation adopted by the department, shall be construed to supersede or limit the authority of the State Water Resources Control Board, regional water quality control boards, or the Department of Fish and Wildlife to implement and enforce their statutory obligations or to adopt regulations to protect water quality, water supply, and natural resources.

(3) Establish procedures for the issuance and revocation of unique identifiers for activities associated with a cannabis cultivation license, pursuant to Article 8 (commencing with Section 19337). All cannabis shall be labeled with the unique identifier issued by the Department of Food and Agriculture.

(4) Prescribe standards, in consultation with the bureau, for the reporting of information as necessary related to unique identifiers, pursuant to Article 8 (commencing with Section 19337).

(f) The Department of Pesticide Regulation, in consultation with the State Water Resources Control Board, shall promulgate regulations that require that the application of pesticides or other pest control in connection with the indoor or outdoor cultivation of medical cannabis meets standards equivalent to Division 6 (commencing with Section 11401) of the Food and Agricultural Code and its implementing regulations.

(g) State cultivator license types issued by the Department of Food and Agriculture include:

(1) Type 1, or "specialty outdoor," for outdoor cultivation using no artificial lighting of less than or equal to 5,000 square feet of total canopy size on one premises, or up to 50 mature plants on noncontiguous plots.

(2) Type 1A, or "specialty indoor," for indoor cultivation using exclusively artificial lighting of less than or equal to 5,000 square feet of total canopy size on one premises.

(3) Type 1B, or "specialty mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, of less than or equal to 5,000 square feet of total canopy size on one premises.

(4) Type 2, or "small outdoor," for outdoor cultivation using no artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(5) Type 2A, or "small indoor," for indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(6) Type 2B, or "small mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(7) Type 3, or "outdoor," for outdoor cultivation using no artificial lighting from 10,001 square feet to one acre, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(8) Type 3A, or "indoor," for indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(9) Type 3B, or "mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(10) Type 4, or "nursery," for cultivation of medical cannabis solely as a nursery. Type 4 licensees may transport live plants.

19333. An employee engaged in commercial cannabis cultivation activity shall be subject to Wage Order 4-2001 of the Industrial Welfare Commission.

SEC. 2. Article 13 (commencing with Section 19350) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 13. Funding

19350. Each licensing authority shall establish a scale of application, licensing, and renewal fees, based upon the cost of enforcing this chapter, as follows:

(a) Each licensing authority shall charge each licensee a licensure and renewal fee, as applicable. The licensure and renewal fee shall be calculated to cover the costs of administering this chapter. The licensure fee may vary depending upon the varying costs associated with administering the various regulatory requirements of this chapter as they relate to the nature and scope of the different licensure activities, including, but not limited to, the track and trace program required pursuant to Section 19335, but shall not exceed the reasonable regulatory costs to the licensing authority.

(b) The total fees assessed pursuant to this chapter shall be set at an amount that will fairly and proportionately generate sufficient total revenue to fully cover the total costs of administering this chapter.

(c) All license fees shall be set on a scaled basis by the licensing authority, dependent on the size of the business.

(d) The licensing authority shall deposit all fees collected in a fee account specific to that licensing authority, to be established in the Medical Marijuana Regulation and Safety Act Fund. Moneys in the licensing authority fee accounts shall be used, upon appropriation of the Legislature, by the designated licensing authority for the administration of this chapter.

19351. (a) The Medical Marijuana Regulation and Safety Act Fund is hereby established within the State Treasury. Moneys in the fund shall be available upon appropriation by the Legislature. Notwithstanding Section 16305.7 of the Government Code, the fund shall include any interest and dividends earned on the moneys in the fund.

(b) (1) Funds for the establishment and support of the regulatory activities pursuant to this chapter shall be advanced as a General Fund or special fund loan, and shall be repaid by the initial proceeds from fees collected pursuant to this chapter or any rule or regulation adopted pursuant to this chapter, by January 1, 2022. Should the initial proceeds from fees not be sufficient to repay the loan, moneys from the Medical Cannabis Fines and Penalties Account shall be made available to the bureau, by appropriation of the Legislature, to repay the loan.

(2) Funds advanced pursuant to this subdivision shall be appropriated to the bureau, which shall distribute the moneys to the appropriate licensing authorities, as necessary to implement the provisions of this chapter.

(3) The Director of Finance may provide an initial operating loan from the General Fund to the Medical Marijuana Regulation and Safety Act Fund that does not exceed ten million dollars ($10,000,000).

(c) Except as otherwise provided, all moneys collected pursuant to this chapter as a result of fines or penalties imposed under this chapter shall be deposited directly into the Medical Marijuana Fines and Penalties Account, which is hereby established within the fund, and shall be available, upon appropriation by the Legislature to the bureau, for the purposes of funding the enforcement grant program pursuant to subdivision (d).

(d) (1) The bureau shall establish a grant program to allocate moneys from the Medical Cannabis Fines and Penalties Account to state and local entities for the following purposes:

(A) To assist with medical cannabis regulation and the enforcement of this chapter and other state and local laws applicable to cannabis activities.

(B) For allocation to state and local agencies and law enforcement to remedy the environmental impacts of cannabis cultivation.

(2) The costs of the grant program under this subdivision shall, upon appropriation by the Legislature, be paid for with moneys in the Medical Cannabis Fines and Penalties Account.

(3) The grant program established by this subdivision shall only be implemented after the loan specified in this section is repaid.

19352. The sum of ten million dollars ($10,000,000) is hereby appropriated from the Medical Marijuana Regulation and Safety Act Fund to the Department of Consumer Affairs to begin the activities of the Bureau of Medical Marijuana Regulation. Funds appropriated pursuant to this section shall not include moneys received from fines or penalties.

SEC. 3. Article 17 (commencing with Section 19360) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 17. Penalties and Violations

19360. (a) A person engaging in cannabis activity without a license and associated unique identifiers required by this chapter shall be subject to civil penalties of up to twice the amount of the license fee for each violation, and the department, state or local authority, or court may order the destruction of medical cannabis associated with that violation. Each day of operation shall constitute a separate violation of this section. All civil penalties imposed and collected pursuant to this section shall be deposited into the Marijuana Production and Environment Mitigation Fund established pursuant to Section 31013 of the Revenue and Taxation Code.

(b) If an action for civil penalties is brought against a licensee pursuant to this chapter by the Attorney General, the penalty collected shall be deposited into the General Fund. If the action is brought by a district attorney or county counsel, the penalty collected shall be paid to the treasurer of the county in which the judgment was entered. If the action is brought by a city attorney or city prosecutor, the penalty collected shall be paid to the treasurer of the city or city and county in which the judgment was entered. If the action is brought by a city attorney and is adjudicated in a superior court located in the unincorporated area or another city in the same county, the penalty shall be paid one-half to the treasurer of the city in which the complaining attorney has jurisdiction and one-half to the treasurer of the county in which the judgment is entered.

(c) Notwithstanding subdivision (a), criminal penalties shall continue to apply to an unlicensed person or entity engaging in cannabis activity in violation of this chapter, including, but not limited to, those individuals covered under Section 11362.7 of the Health and Safety Code.

SEC. 4. Section 12029 is added to the Fish and Game Code, to read:

12029. (a) The Legislature finds and declares all of the following:

(1) The environmental impacts associated with marijuana cultivation have increased, and unlawful water diversions for marijuana irrigation have a detrimental effect on fish and wildlife and their habitat, which are held in trust by the state for the benefit of the people of the state.

(2) The remediation of existing marijuana cultivation sites is often complex and the permitting of these sites requires greater department staff time and personnel expenditures. The potential for marijuana cultivation sites to significantly impact the state's fish and wildlife resources requires immediate action on the part of the department's lake and streambed alteration permitting staff.

(b) In order to address unlawful water diversions and other violations of the Fish and Game Code associated with marijuana cultivation, the department shall establish the watershed enforcement program to facilitate the investigation, enforcement, and prosecution of these offenses.

(c) The department, in coordination with the State Water Resources Control Board, shall establish a permanent multiagency task force to address the environmental impacts of marijuana cultivation. The multiagency task force, to the extent feasible and subject to available Resources, shall expand its enforcement efforts on a statewide level to ensure the reduction of adverse impacts of marijuana cultivation on fish and wildlife and their habitats throughout the state.

(d) In order to facilitate the remediation and permitting of marijuana cultivation sites, the department shall adopt regulations to enhance the fees on any entity subject to Section 1602 for marijuana cultivation sites that require remediation. The fee schedule established pursuant to this subdivision shall not exceed the fee limits in Section 1609.

SEC. 5. Section 11362.769 is added to the Health and Safety Code, to read:

11362.769. Indoor and outdoor medical marijuana cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity usage, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters. State agencies, including, but not limited to, the State Board of Forestry and Fire Protection, the Department of Fish and Wildlife, the State Water Resources Control Board, the California regional water quality control boards, and traditional state law enforcement agencies shall address environmental impacts of medical marijuana cultivation and shall coordinate, when appropriate, with cities and counties and their law enforcement agencies in enforcement efforts.

SEC. 6. Section 11362.777 is added to the Health and Safety Code, to read:

11362.777. (a) The Department of Food and Agriculture shall establish a Medical Cannabis Cultivation Program to be administered by the secretary, except as specified in subdivision (c), shall administer this section as it pertains to the cultivation of medical marijuana. For purposes of this section and Chapter 3.5 (commencing with Section 19300) of the Business and Professions Code, medical cannabis is an agricultural product.

(b) (1) A person or entity shall not cultivate medical marijuana without first obtaining both of the following:

(A) A license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city, county, or city and county in which the cultivation will occur.

(B) A state license issued by the department pursuant to this section.

(2) A person or entity shall not submit an application for a state license issued by the department pursuant to this section unless that person or entity has received a license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city, county, or city and county in which the cultivation will occur.

(3) A person or entity shall not submit an application for a state license issued by the department pursuant to this section if the proposed cultivation of marijuana will violate the provisions of any local ordinance or regulation, or if medical marijuana is prohibited by the city, county, or city and county in which the cultivation is proposed to occur, either expressly or otherwise under principles of permissive zoning.

(c) (1) Except as otherwise specified in this subdivision, and without limiting any other local regulation, a city, county, or city and county, through its current or future land use regulations or ordinance, may issue or deny a permit to cultivate medical marijuana pursuant to this section. A city, county, or city and county may inspect the intended cultivation site for suitability prior to issuing a permit. After the city, county, or city and county has approved a permit, the applicant shall apply for a state medical marijuana cultivation license from the department. A locally issued cultivation permit shall only become active upon licensing by the department and receiving final local approval. A person shall not cultivate medical marijuana prior to obtaining both a permit from the city, county, or city and county and a state medical marijuana cultivation license from the department.

(2) A city, county, or city and county that issues or denies conditional licenses to cultivate medical marijuana pursuant to this section shall notify the department in a manner prescribed by the secretary.

(3) A city, county, or city and county's locally issued conditional permit requirements must be at least as stringent as the department's state licensing requirements.

(4) If a city, county, or city and county does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under principles of permissive zoning, or chooses not to administer a conditional permit program pursuant to this section, then commencing March 1, 2016, the division shall be the sole licensing authority for medical marijuana cultivation applicants in that city, county, or city and county.

(d) (1) The secretary may prescribe, adopt, and enforce regulations relating to the implementation, administration, and enforcement of this part, including, but not limited to, applicant requirements, collections, reporting, refunds, and appeals.

(2) The secretary may prescribe, adopt, and enforce any emergency regulations as necessary to implement this part. Any emergency regulation prescribed, adopted, or enforced pursuant to this section shall be adopted in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and, for purposes of that chapter, including Section 11349.6 of the Government Code, the adoption of the regulation is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health and safety, and general welfare.

(3) The secretary may enter into a cooperative agreement with a county agricultural commissioner to carry out the provisions of this chapter, including, but not limited to, administration, investigations, inspections, licensing and assistance pertaining to the cultivation of medical marijuana. Compensation under the cooperative agreement shall be paid from assessments and fees collected and deposited pursuant to this chapter and shall provide reimbursement to the county agricultural commissioner for associated costs.

(e) (1) The department, in consultation with, but not limited to, the Bureau of Medical Marijuana Regulation, the State Water Resources Control Board, and the Department of Fish and Wildlife, shall implement a unique identification program for medical marijuana. In implementing the program, the department shall consider issues, including, but not limited to, water use and environmental impacts. In implementing the program, the department shall ensure that:

(A) Individual and cumulative effects of water diversion and discharge associated with cultivation do not affect the instream flows needed for fish spawning, migration, and rearing, and the flows needed to maintain natural flow variability.

(B) Cultivation will not negatively impact springs, riparian wetlands, and aquatic habitats.

(2) The department shall establish a program for the identification of permitted medical marijuana plants at a cultivation site during the cultivation period. The unique identifier shall be attached at the base of each plant. A unique identifier, such as, but not limited to, a zip tie, shall be issued for each medical marijuana plant.

(A) Unique identifiers will only be issued to those persons appropriately licensed by this section.

(B) Information associated with the assigned unique identifier and licensee shall be included in the trace and track program specified in Section 19335 of the Business and Professions Code.

(C) The department may charge a fee to cover the reasonable costs of issuing the unique identifier and monitoring, tracking, and inspecting each medical marijuana plant.

(D) The department may promulgate regulations to implement this section.

(3) The department shall take adequate steps to establish protections against fraudulent unique identifiers and limit illegal diversion of unique identifiers to unlicensed persons.

(f) (1) A city, county, or city and county that issues or denies licenses to cultivate medical marijuana pursuant to this section shall notify the department in a manner prescribed by the secretary.

(2) Unique identifiers and associated identifying information administered by a city or county shall adhere to the requirements set by the department and be the equivalent to those administered by the department.

(g) This section does not apply to a qualified patient cultivating marijuana pursuant to Section 11362.5 if the area he or she uses to cultivate marijuana does not exceed 100 square feet and he or she cultivates marijuana for his or her personal medical use and does not sell, distribute, donate, or provide marijuana to any other person or entity. This section does not apply to a primary caregiver cultivating marijuana pursuant to Section 11362.5 if the area he or she uses to cultivate marijuana does not exceed 500 square feet and he or she cultivates marijuana exclusively for the personal medical use of no more than five specified qualified patients for whom he or she is the primary caregiver within the meaning of Section 11362.7 and does not receive remuneration for these activities, except for compensation provided in full compliance with subdivision (c) of Section 11362.765. For purposes of this section, the area used to cultivate marijuana shall be measured by the aggregate area of vegetative growth of live marijuana plants on the premises. Exemption from the requirements of this section does not limit or prevent a city, county, or city and county from regulating or banning the cultivation, storage, manufacture, transport, provision, or other activity by the exempt person, or impair the enforcement of that regulation or ban.

SEC. 7. Section 13276 is added to the Water Code, to read:

13276. (a) The multiagency task force, the Department of Fish and Wildlife and State Water Resources Control Board pilot project to address the Environmental Impacts of Cannabis Cultivation, assigned to respond to the damages caused by marijuana cultivation on public and private lands in California, shall continue its enforcement efforts on a permanent basis and expand them to a statewide level to ensure the reduction of adverse impacts of marijuana cultivation on water quality and on fish and wildlife throughout the state.

(b) Each regional board shall, and the State Water Resources Control Board may, address discharges of waste resulting from medical marijuana cultivation and associated activities, including by adopting a general permit, establishing waste discharge requirements, or taking action pursuant to Section 13269. In addressing these discharges, each regional board shall include conditions to address items that include, but are not limited to, all of the following:

(1) Site development and maintenance, erosion control, and drainage features.

(2) Stream crossing installation and maintenance.

(3) Riparian and wetland protection and management.

(4) Soil disposal.
(5) Water storage and use.
(6) Irrigation runoff.
(7) Fertilizers and soil.
(8) Pesticides and herbicides.
(9) Petroleum products and other chemicals.
(10) Cultivation-related waste.
(11) Refuse and human waste.
(12) Cleanup, restoration, and mitigation.

SEC. 8. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 9. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 10. This measure shall become operative only if both Assembly Bill 266 and Senate Bill 643 of the 2015–16 Regular Session are enacted and become operative.

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STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 643

CHAPTER 719

An act to amend Sections 144, 2220.05, 2241.5, and 2242.1 of, to add Sections 19302.1, 19319, 19320, 19322, 19323, 19324, and 19325 to, to add Article 25 (commencing with Section 2525) to Chapter 5 of Division 2 of, and to add Article 6 (commencing with Section 19331), Article 7.5 (commencing with Section 19335), Article 8 (commencing with Section 19337), and Article 11 (commencing with Section 19348) to Chapter 3.5 of Division 8 of, the Business and Professions Code, relating to medical marijuana.

[Approved by Governor October 9, 2015. Filed with Secretary of State October 9, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

SB 643, McGuire. Medical marijuana.

(1) Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by the approval of Proposition 215 at the November 6, 1996, statewide general election, authorizes the use of marijuana for medical purposes. Existing law enacted by the Legislature requires the establishment of a program for the issuance of identification cards to qualified patients so that they may lawfully use marijuana for medical purposes, and requires the establishment of guidelines for the lawful cultivation of marijuana grown for medical use. Existing law provides for the licensure of various professions by the Department of Consumer Affairs. Existing law, the Sherman Food, Drug, and Cosmetic Law, provides for the regulation of food, drugs, devices, and cosmetics, as specified. A violation of that law is a crime.

This bill would, among other things, set forth standards for a physician and surgeon prescribing medical cannabis and require the Medical Board of California to prioritize its investigative and prosecutorial resources to identify and discipline physicians and surgeons that have repeatedly recommended excessive cannabis to patients for medical purposes or repeatedly recommended cannabis to patients for medical purposes without a good faith examination, as specified. The bill would require the Bureau of Medical Marijuana to require an applicant to furnish a full set of fingerprints for the purposes of conducting criminal history record checks. The bill would prohibit a physician and surgeon who recommends cannabis to a patient for a medical purpose from accepting, soliciting, or offering any form of remuneration from a facility licensed under the Medical Marijuana Regulation and Safety Act. The bill would make a violation of this prohibition a misdemeanor, and by creating a new crime, this bill would impose a state-mandated local program.

This bill would require the Governor, under the Medical Marijuana Regulation and Safety Act, to appoint, subject to confirmation by the Senate, a chief of the Bureau of Medical Marijuana Regulation. The act would require the Department of Consumer Affairs to have the sole authority to create, issue, renew, discipline, suspend, or revoke licenses for the transportation and storage, unrelated to manufacturing, of medical marijuana, and would authorize the department to collect fees for its regulatory activities and impose specified duties on this department in this regard. The act would require the Department of Food and Agriculture to administer the provisions of the act related to, and associated with, the cultivation, and transportation of, medical cannabis and would impose specified duties on this department in this regard. The act would require the State Department of Public Health to administer the provisions of the act related to, and associated with, the manufacturing and testing of medical cannabis and would impose specified duties on this department in this regard.

This bill would authorize counties to impose a tax upon specified cannabis-related activity.

This bill would require an applicant for a state license pursuant to the act to provide a statement signed by the applicant under penalty of perjury, thereby changing the scope of a crime and imposing a state-mandated local program.

This bill would set forth standards for the licensed cultivation of medical cannabis, including, but not limited to, establishing duties relating to the environmental impact of cannabis and cannabis products. The bill would also establish state cultivator license types, as specified.

(2) This bill would provide that its provisions are severable.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

(4) Existing constitutional provisions require that a statute that limits the right of access to the meeting of public bodies or the writings of public bodies or the writings of public officials and agencies be adopted with finding demonstrating the interest protected by the limitation and the need for protecting that interest. The bill would make legislative findings to that effect.

(5) The bill would become operative only if AB 266 and AB 243 of the 2015–16 Regular Session are enacted and take effect on or before January 1, 2016.

The people of the State of California do enact as follows:

SECTION 1. Section 144 of the Business and Professions Code is amended to read:

144. (a) Notwithstanding any other provision of law, an agency designated in subdivision (b) shall require an applicant to furnish to the agency a full set of fingerprints for purposes of conducting criminal history record checks. Any agency designated in subdivision (b) may obtain and receive, at its discretion, criminal history information from the Department of Justice and the United States Federal Bureau of Investigation.

(b) Subdivision (a) applies to the following:

(1) California Board of Accountancy.

(2) State Athletic Commission.

(3) Board of Behavioral Sciences.

(4) Court Reporters Board of California.

(5) State Board of Guide Dogs for the Blind.

(6) California State Board of Pharmacy.

(7) Board of Registered Nursing.

(8) Veterinary Medical Board.

(9) Board of Vocational Nursing and Psychiatric Technicians.

(10) Respiratory Care Board of California.

(11) Physical Therapy Board of California.

(12) Physician Assistant Committee of the Medical Board of California.

(13) Speech-Language Pathology and Audiology and Hearing Aid Dispenser Board.

(14) Medical Board of California.

(15) State Board of Optometry.

(16) Acupuncture Board.

(17) Cemetery and Funeral Bureau.

(18) Bureau of Security and Investigative Services.

(19) Division of Investigation.

(20) Board of Psychology.

(21) California Board of Occupational Therapy.

(22) Structural Pest Control Board.

(23) Contractors' State License Board.

(24) Naturopathic Medicine Committee.

(25) Professional Fiduciaries Bureau.

(26) Board for Professional Engineers, Land Surveyors, and Geologists.

(27) Bureau of Medical Marijuana Regulation.

(c) For purposes of paragraph (26) of subdivision (b), the term "applicant" shall be limited to an initial applicant who has never been registered or licensed by the board or to an applicant for a new licensure or registration category.

SEC. 2. Section 2220.05 of the Business and Professions Code is amended to read:

2220.05. (a) In order to ensure that its resources are maximized for the protection of the public, the Medical Board of California shall prioritize its

investigative and prosecutorial resources to ensure that physicians and surgeons representing the greatest threat of harm are identified and disciplined expeditiously. Cases involving any of the following allegations shall be handled on a priority basis, as follows, with the highest priority being given to cases in the first paragraph:

(1) Gross negligence, incompetence, or repeated negligent acts that involve death or serious bodily injury to one or more patients, such that the physician and surgeon represents a danger to the public.

(2) Drug or alcohol abuse by a physician and surgeon involving death or serious bodily injury to a patient.

(3) Repeated acts of clearly excessive prescribing, furnishing, or administering of controlled substances, or repeated acts of prescribing, dispensing, or furnishing of controlled substances without a good faith prior examination of the patient and medical reason therefor. However, in no event shall a physician and surgeon prescribing, furnishing, or administering controlled substances for intractable pain consistent with lawful prescribing, including, but not limited to, Sections 725, 2241.5, and 2241.6 of this code and Sections 11159.2 and 124961 of the Health and Safety Code, be prosecuted for excessive prescribing and prompt review of the applicability of these provisions shall be made in any complaint that may implicate these provisions.

(4) Repeated acts of clearly excessive recommending of cannabis to patients for medical purposes, or repeated acts of recommending cannabis to patients for medical purposes without a good faith prior examination of the patient and a medical reason for the recommendation.

(5) Sexual misconduct with one or more patients during a course of treatment or an examination.

(6) Practicing medicine while under the influence of drugs or alcohol.

(b) The board may by regulation prioritize cases involving an allegation of conduct that is not described in subdivision (a). Those cases prioritized by regulation shall not be assigned a priority equal to or higher than the priorities established in subdivision (a).

(c) The Medical Board of California shall indicate in its annual report mandated by Section 2312 the number of temporary restraining orders, interim suspension orders, and disciplinary actions that are taken in each priority category specified in subdivisions (a) and (b).

SEC. 3. Section 2241.5 of the Business and Professions Code is amended to read:

2241.5. (a) A physician and surgeon may prescribe for, or dispense or administer to, a person under his or her treatment for a medical condition dangerous drugs or prescription controlled substances for the treatment of pain or a condition causing pain, including, but not limited to, intractable pain.

(b) No physician and surgeon shall be subject to disciplinary action for prescribing, dispensing, or administering dangerous drugs or prescription controlled substances in accordance with this section.

(c) This section shall not affect the power of the board to take any action described in Section 2227 against a physician and surgeon who does any of the following:

(1) Violates subdivision (b), (c), or (d) of Section 2234 regarding gross negligence, repeated negligent acts, or incompetence.

(2) Violates Section 2241 regarding treatment of an addict.

(3) Violates Section 2242 or 2525.3 regarding performing an appropriate prior examination and the existence of a medical indication for prescribing, dispensing, or furnishing dangerous drugs or recommending medical cannabis.

(4) Violates Section 2242.1 regarding prescribing on the Internet.

(5) Fails to keep complete and accurate records of purchases and disposals of substances listed in the California Uniform Controlled Substances Act (Division 10 (commencing with Section 11000) of the Health and Safety Code) or controlled substances scheduled in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 (21 U.S.C. Sec. 801 et seq.), or pursuant to the federal Comprehensive Drug Abuse Prevention and Control Act of 1970. A physician and surgeon shall keep records of his or her purchases and disposals of these controlled substances or dangerous drugs, including the date of purchase, the date and records of the sale or disposal of the drugs by the physician and surgeon, the name and address of the person receiving the drugs, and the reason for the disposal or the dispensing of the drugs to the person, and shall otherwise comply with all state recordkeeping requirements for controlled substances.

(6) Writes false or fictitious prescriptions for controlled substances listed in the California Uniform Controlled Substances Act or scheduled in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970.

(7) Prescribes, administers, or dispenses in violation of this chapter, or in violation of Chapter 4 (commencing with Section 11150) or Chapter 5 (commencing with Section 11210) of Division 10 of the Health and Safety Code.

(d) A physician and surgeon shall exercise reasonable care in determining whether a particular patient or condition, or the complexity of a patient's treatment, including, but not limited to, a current or recent pattern of drug abuse, requires consultation with, or referral to, a more qualified specialist.

(e) Nothing in this section shall prohibit the governing body of a hospital from taking disciplinary actions against a physician and surgeon pursuant to Sections 809.05, 809.4, and 809.5.

SEC. 4. Section 2242.1 of the Business and Professions Code is amended to read:

2242.1. (a) No person or entity may prescribe, dispense, or furnish, or cause to be prescribed, dispensed, or furnished, dangerous drugs or dangerous devices, as defined in Section 4022, on the Internet for delivery to any person in this state, without an appropriate prior examination and medical indication, except as authorized by Section 2242.

(b) Notwithstanding any other provision of law, a violation of this section may subject the person or entity that has committed the violation to either

a fine of up to twenty-five thousand dollars ($25,000) per occurrence pursuant to a citation issued by the board or a civil penalty of twenty-five thousand dollars ($25,000) per occurrence.

(c) The Attorney General may bring an action to enforce this section and to collect the fines or civil penalties authorized by subdivision (b).

(d) For notifications made on and after January 1, 2002, the Franchise Tax Board, upon notification by the Attorney General or the board of a final judgment in an action brought under this section, shall subtract the amount of the fine or awarded civil penalties from any tax refunds or lottery winnings due to the person who is a defendant in the action using the offset authority under Section 12419.5 of the Government Code, as delegated by the Controller, and the processes as established by the Franchise Tax Board for this purpose. That amount shall be forwarded to the board for deposit in the Contingent Fund of the Medical Board of California.

(e) If the person or entity that is the subject of an action brought pursuant to this section is not a resident of this state, a violation of this section shall, if applicable, be reported to the person's or entity's appropriate professional licensing authority.

(f) Nothing in this section shall prohibit the board from commencing a disciplinary action against a physician and surgeon pursuant to Section 2242 or 2525.3.

SEC. 5. Article 25 (commencing with Section 2525) is added to Chapter 5 of Division 2 of the Business and Professions Code, to read:

Article 25. Recommending Medical Cannabis

2525. (a) It is unlawful for a physician and surgeon who recommends cannabis to a patient for a medical purpose to accept, solicit, or offer any form of remuneration from or to a facility issued a state license pursuant to Chapter 3.5 (commencing with Section 19300) of Division 8, if the physician and surgeon or his or her immediate family have a financial interest in that facility.

(b) For the purposes of this section, "financial interest" shall have the same meaning as in Section 650.01.

(c) A violation of this section shall be a misdemeanor punishable by up to one year in county jail and a fine of up to five thousand dollars ($5,000) or by civil penalties of up to five thousand dollars ($5,000) and shall constitute unprofessional conduct.

2525.1. The Medical Board of California shall consult with the California Marijuana Research Program, known as the Center for Medicinal Cannabis Research, authorized pursuant to Section 11362.9 of the Health and Safety Code, on developing and adopting medical guidelines for the appropriate administration and use of medical cannabis.

2525.2. An individual who possesses a license in good standing to practice medicine or osteopathy issued by the Medical Board of California or the Osteopathic Medical Board of California shall not recommend medical

cannabis to a patient, unless that person is the patient's attending physician, as defined by subdivision (a) of Section 11362.7 of the Health and Safety Code.

2525.3. Recommending medical cannabis to a patient for a medical purpose without an appropriate prior examination and a medical indication constitutes unprofessional conduct.

2525.4. It is unprofessional conduct for any attending physician recommending medical cannabis to be employed by, or enter into any other agreement with, any person or entity dispensing medical cannabis.

2525.5. (a) A person shall not distribute any form of advertising for physician recommendations for medical cannabis in California unless the advertisement bears the following notice to consumers:

NOTICE TO CONSUMERS: The Compassionate Use Act of 1996 ensures that seriously ill Californians have the right to obtain and use cannabis for medical purposes where medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of medical cannabis. Recommendations must come from an attending physician as defined in Section 11362.7 of the Health and Safety Code. Cannabis is a Schedule I drug according to the federal Controlled Substances Act. Activity related to cannabis use is subject to federal prosecution, regardless of the protections provided by state law.

(b) Advertising for attending physician recommendations for medical cannabis shall meet all of the requirements in Section 651. Price advertising shall not be fraudulent, deceitful, or misleading, including statements or advertisements of bait, discounts, premiums, gifts, or statements of a similar nature.

SEC. 6. Section 19302.1 is added to the Business and Professions Code, to read:

19302.1. (a) The Governor shall appoint a chief of the bureau, subject to confirmation by the Senate, at a salary to be fixed and determined by the director with the approval of the Director of Finance. The chief shall serve under the direction and supervision of the director and at the pleasure of the Governor.

(b) Every power granted to or duty imposed upon the director under this chapter may be exercised or performed in the name of the director by a deputy or assistant director or by the chief, subject to conditions and limitations that the director may prescribe. In addition to every power granted or duty imposed with this chapter, the director shall have all other powers and duties generally applicable in relation to bureaus that are part of the Department of Consumer Affairs.

(c) The director may employ and appoint all employees necessary to properly administer the work of the bureau, in accordance with civil service laws and regulations.

(d) The Department of Consumer Affairs shall have the sole authority to create, issue, renew, discipline, suspend, or revoke licenses for the

transportation, storage unrelated to manufacturing activities, distribution, and sale of medical marijuana within the state and to collect fees in connection with activities the bureau regulates. The bureau may create licenses in addition to those identified in this chapter that the bureau deems necessary to effectuate its duties under this chapter.

(e) The Department of Food and Agriculture shall administer the provisions of this chapter related to and associated with the cultivation of medical cannabis. The Department of Food and Agriculture shall have the authority to create, issue, and suspend or revoke cultivation licenses for violations of this chapter. The State Department of Public Health shall administer the provisions of this chapter related to and associated with the manufacturing and testing of medical cannabis.

SEC. 7. Section 19319 is added to the Business and Professions Code, to read:

19319. (a) A qualified patient, as defined in Section 11362.7 of the Health and Safety Code, who cultivates, possesses, stores, manufactures, or transports cannabis exclusively for his or her personal medical use but who does not provide, donate, sell, or distribute cannabis to any other person is not thereby engaged in commercial cannabis activity and is therefore exempt from the licensure requirements of this chapter.

(b) A primary caregiver who cultivates, possesses, stores, manufactures, transports, donates, or provides cannabis exclusively for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver within the meaning of Section 11362.7 of the Health and Safety Code, but who does not receive remuneration for these activities except for compensation in full compliance with subdivision (c) of Section 11362.765 of the Health and Safety Code, is exempt from the licensure requirements of this chapter.

SEC. 8. Section 19320 is added to the Business and Professions Code, to read:

19320. (a) Licensing authorities administering this chapter may issue state licenses only to qualified applicants engaging in commercial cannabis activity pursuant to this chapter. Upon the date of implementation of regulations by the licensing authority, no person shall engage in commercial cannabis activity without possessing both a state license and a local permit, license, or other authorization. A licensee shall not commence activity under the authority of a state license until the applicant has obtained, in addition to the state license, a license or permit from the local jurisdiction in which he or she proposes to operate, following the requirements of the applicable local ordinance.

(b) Revocation of a local license, permit, or other authorization shall terminate the ability of a medical cannabis business to operate within that local jurisdiction until the local jurisdiction reinstates or reissues the local license, permit, or other required authorization. Local authorities shall notify the bureau upon revocation of a local license. The bureau shall inform relevant licensing authorities.

(c) Revocation of a state license shall terminate the ability of a medical cannabis licensee to operate within California until the licensing authority reinstates or reissues the state license. Each licensee shall obtain a separate license for each location where it engages in commercial medical cannabis activity. However, transporters only need to obtain licenses for each physical location where the licensee conducts business while not in transport, or any equipment that is not currently transporting medical cannabis or medical cannabis products, permanently resides.

(d) In addition to the provisions of this chapter, local jurisdictions retain the power to assess fees and taxes, as applicable, on facilities that are licensed pursuant to this chapter and the business activities of those licensees.

(e) Nothing in this chapter shall be construed to supersede or limit state agencies, including the State Water Resources Control Board and Department of Fish and Wildlife, from establishing fees to support their medical cannabis regulatory programs.

SEC. 9. Section 19322 is added to the Business and Professions Code, to read:

19322. (a) A person or entity shall not submit an application for a state license issued by the department pursuant to this chapter unless that person or entity has received a license, permit, or authorization by a local jurisdiction. An applicant for any type of state license issued pursuant to this chapter shall do all of the following:

(1) Electronically submit to the Department of Justice fingerprint images and related information required by the Department of Justice for the purpose of obtaining information as to the existence and content of a record of state or federal convictions and arrests, and information as to the existence and content of a record of state or federal convictions and arrests for which the Department of Justice establishes that the person is free on bail or on his or her own recognizance, pending trial or appeal.

(A) The Department of Justice shall provide a response to the licensing authority pursuant to paragraph (1) of subdivision (p) of Section 11105 of the Penal Code.

(B) The licensing authority shall request from the Department of Justice subsequent notification service, as provided pursuant to Section 11105.2 of the Penal Code, for applicants.

(C) The Department of Justice shall charge the applicant a fee sufficient to cover the reasonable cost of processing the requests described in this paragraph.

(2) Provide documentation issued by the local jurisdiction in which the proposed business is operating certifying that the applicant is or will be in compliance with all local ordinances and regulations.

(3) Provide evidence of the legal right to occupy and use the proposed location. For an applicant seeking a cultivator, distributor, manufacturing, or dispensary license, provide a statement from the owner of real property or their agent where the cultivation, distribution, manufacturing, or dispensing commercial medical cannabis activities will occur, as proof to demonstrate the landowner has acknowledged and consented to permit

cultivation, distribution, manufacturing, or dispensary activities to be conducted on the property by the tenant applicant.

(4) If the application is for a cultivator or a dispensary, provide evidence that the proposed location is located beyond at least a 600-foot radius from a school, as required by Section 11362.768 of the Health and Safety Code.

(5) Provide a statement, signed by the applicant under penalty of perjury, that the information provided is complete, true, and accurate.

(6) (A) For an applicant with 20 or more employees, provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement.

(B) For the purposes of this paragraph, "employee" does not include a supervisor.

(C) For purposes of this paragraph, "supervisor" means an individual having authority, in the interest of the licensee, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(7) Provide the applicant's seller's permit number issued pursuant to Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code or indicate that the applicant is currently applying for a seller's permit.

(8) Provide any other information required by the licensing authority.

(9) For an applicant seeking a cultivation license, provide a statement declaring the applicant is an "agricultural employer," as defined in the Alatorre-Zenovich-Dunlap-Berman Agricultural Labor Relations Act of 1975 (Part 3.5 (commencing with Section 1140) of Division 2 of the Labor Code), to the extent not prohibited by law.

(10) For an applicant seeking licensure as a testing laboratory, register with the State Department of Public Health and provide any information required by the State Department of Public Health.

(11) Pay all applicable fees required for licensure by the licensing authority.

(b) For applicants seeking licensure to cultivate, distribute, or manufacture medical cannabis, the application shall also include a detailed description of the applicant's operating procedures for all of the following, as required by the licensing authority:

(1) Cultivation.

(2) Extraction and infusion methods.

(3) The transportation process.

(4) Inventory procedures.

(5) Quality control procedures.

SEC. 10. Section 19323 is added to the Business and Professions Code, to read:

19323. (a) The licensing authority shall deny an application if either the applicant or the premises for which a state license is applied do not qualify for licensure under this chapter.

(b) The licensing authority may deny the application for licensure or renewal of a state license if any of the following conditions apply:

(1) Failure to comply with the provisions of this chapter or any rule or regulation adopted pursuant to this chapter, including but not limited to, any requirement imposed to protect natural resources, instream flow, and water quality pursuant to subdivision (a) of Section 19332.

(2) Conduct that constitutes grounds for denial of licensure pursuant to Chapter 2 (commencing with Section 480) of Division 1.5.

(3) A local agency has notified the licensing authority that a licensee or applicant within its jurisdiction is in violation of state rules and regulation relating to commercial cannabis activities, and the licensing authority, through an investigation, has determined that the violation is grounds for termination or revocation of the license. The licensing authority shall have the authority to collect reasonable costs, as determined by the licensing authority, for investigation from the licensee or applicant.

(4) The applicant has failed to provide information required by the licensing authority.

(5) The applicant or licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, except that if the licensing authority determines that the applicant or licensee is otherwise suitable to be issued a license and granting the license would not compromise public safety, the licensing authority shall conduct a thorough review of the nature of the crime, conviction, circumstances, and evidence of rehabilitation of the applicant, and shall evaluate the suitability of the applicant or licensee to be issued a license based on the evidence found through the review. In determining which offenses are substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, the licensing authority shall include, but not be limited to, the following:

(A) A felony conviction for the illegal possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance.

(B) A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.

(C) A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code.

(D) A felony conviction involving fraud, deceit, or embezzlement.

(6) The applicant, or any of its officers, directors, or owners, is a licensed physician making patient recommendations for medical cannabis pursuant to Section 11362.7 of the Health and Safety Code.

(7) The applicant or any of its officers, directors, or owners has been subject to fines or penalties for cultivation or production of a controlled substance on public or private lands pursuant to Section 12025 or 12025.1 of the Fish and Game Code.

(8) The applicant, or any of its officers, directors, or owners, has been sanctioned by a licensing authority or a city, county, or city and county for unlicensed commercial medical cannabis activities or has had a license revoked under this chapter in the three years immediately preceding the date the application is filed with the licensing authority.

(9) Failure to obtain and maintain a valid seller's permit required pursuant to Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

SEC. 11. Section 19324 is added to the Business and Professions Code, to read:

19324. Upon the denial of any application for a license, the licensing authority shall notify the applicant in writing. Within 30 days of service of the notice, the applicant may file a written petition for a license with the licensing authority. Upon receipt of a timely filed petition, the licensing authority shall set the petition for hearing. The hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and the director of each licensing authority shall have all the powers granted therein.

SEC. 12. Section 19325 is added to the Business and Professions Code, to read:

19325. An applicant shall not be denied a state license if the denial is based solely on any of the following:

(a) A conviction or act that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made for which the applicant or licensee has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.

(b) A conviction that was subsequently dismissed pursuant to Section 1203.4, 1203.4a, or 1203.41 of the Penal Code.

SEC. 13. Article 6 (commencing with Section 19331) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 6. Licensed Cultivation Sites

19331. The Legislature finds and declares all of the following:

(a) The United States Environmental Protection Agency has not established appropriate pesticide tolerances for, or permitted the registration and lawful use of, pesticides on cannabis crops intended for human consumption pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.).

(b) The use of pesticides is not adequately regulated due to the omissions in federal law, and cannabis cultivated in California for California patients can and often does contain pesticide residues.

(c) Lawful California medical cannabis growers and caregivers urge the Department of Pesticide Regulation to provide guidance, in absence of federal guidance, on whether the pesticides currently used at most cannabis

cultivation sites are actually safe for use on cannabis intended for human consumption.

19332. (a) The Department of Food and Agriculture shall promulgate regulations governing the licensing of indoor and outdoor cultivation sites.

(b) The Department of Pesticide Regulation, in consultation with the Department of Food and Agriculture, shall develop standards for the use of pesticides in cultivation, and maximum tolerances for pesticides and other foreign object residue in harvested cannabis.

(c) The State Department of Public Health shall develop standards for the production and labeling of all edible medical cannabis products.

(d) The Department of Food and Agriculture, in consultation with the Department of Fish and Wildlife and the State Water Resources Control Board, shall ensure that individual and cumulative effects of water diversion and discharge associated with cultivation do not affect the instream flows needed for fish spawning, migration, and rearing, and the flows needed to maintain natural flow variability.

(e) The Department of Food and Agriculture shall have the authority necessary for the implementation of the regulations it adopts pursuant to this chapter. The regulations shall do all of the following:

(1) Provide that weighing or measuring devices used in connection with the sale or distribution of medical cannabis are required to meet standards equivalent to Division 5 (commencing with Section 12001).

(2) Require that cannabis cultivation by licensees is conducted in accordance with state and local laws related to land conversion, grading, electricity usage, water usage, agricultural discharges, and similar matters. Nothing in this chapter, and no regulation adopted by the department, shall be construed to supersede or limit the authority of the State Water Resources Control Board, regional water quality control boards, or the Department of Fish and Wildlife to implement and enforce their statutory obligations or to adopt regulations to protect water quality, water supply, and natural resources.

(3) Establish procedures for the issuance and revocation of unique identifiers for activities associated with a cannabis cultivation license, pursuant to Article 8 (commencing with Section 19337). All cannabis shall be labeled with the unique identifier issued by the Department of Food and Agriculture.

(4) Prescribe standards, in consultation with the bureau, for the reporting of information as necessary related to unique identifiers, pursuant to Article 8 (commencing with Section 19337).

(f) The Department of Pesticide Regulation, in consultation with the State Water Resources Control Board, shall promulgate regulations that require that the application of pesticides or other pest control in connection with the indoor or outdoor cultivation of medical cannabis meets standards equivalent to Division 6 (commencing with Section 11401) of the Food and Agricultural Code and its implementing regulations.

(g) State cultivator license types issued by the Department of Food and Agriculture include:

(1) Type 1, or "specialty outdoor," for outdoor cultivation using no artificial lighting of less than or equal to 5,000 square feet of total canopy size on one premises, or up to 50 mature plants on noncontiguous plots.

(2) Type 1A, or "specialty indoor," for indoor cultivation using exclusively artificial lighting of less than or equal to 5,000 square feet of total canopy size on one premises.

(3) Type 1B, or "specialty mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, of less than or equal to 5,000 square feet of total canopy size on one premises.

(4) Type 2, or "small outdoor," for outdoor cultivation using no artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(5) Type 2A, or "small indoor," for indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(6) Type 2B, or "small mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.

(7) Type 3, or "outdoor," for outdoor cultivation using no artificial lighting from 10,001 square feet to one acre, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(8) Type 3A, or "indoor," for indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(9) Type 3B, or "mixed-light," for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.

(10) Type 4, or "nursery," for cultivation of medical cannabis solely as a nursery. Type 4 licensees may transport live plants.

19332.5. (a) Not later than January 1, 2020, the Department of Food and Agriculture in conjunction with the bureau, shall make available a certified organic designation and organic certification program for medical marijuana, if permitted under federal law and the National Organic Program (Section 6517 of the federal Organic Foods Production Act of 1990 (7 U.S.C. Sec. 6501 et seq.)), and Article 7 (commencing with Section 110810) of Chapter 5 of Part 5 of Division 104 of the Health and Safety Code.

(b) The bureau may establish appellations of origin for marijuana grown in California.

(c) It is unlawful for medical marijuana to be marketed, labeled, or sold as grown in a California county when the medical marijuana was not grown in that county.

(d) It is unlawful to use the name of a California county in the labeling, marketing, or packaging of medical marijuana products unless the product was grown in that county.

19333. An employee engaged in commercial cannabis cultivation activity shall be subject to Wage Order 4-2001 of the Industrial Welfare Commission.

SEC. 14. Article 7.5 (commencing with Section 19335) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 7.5. Unique Identifier and Track and Trace Program

19335. (a) The Department of Food and Agriculture, in consultation with the bureau, shall establish a track and trace program for reporting the movement of medical marijuana items throughout the distribution chain that utilizes a unique identifier pursuant to Section 11362.777 of the Health and Safety Code and secure packaging and is capable of providing information that captures, at a minimum, all of the following:

(1) The licensee receiving the product.

(2) The transaction date.

(3) The cultivator from which the product originates, including the associated unique identifier, pursuant to Section 11362.777 of the Health and Safety Code.

(b) (1) The Department of Food and Agriculture shall create an electronic database containing the electronic shipping manifests which shall include, but not be limited to, the following information:

(A) The quantity, or weight, and variety of products shipped.

(B) The estimated times of departure and arrival.

(C) The quantity, or weight, and variety of products received.

(D) The actual time of departure and arrival.

(E) A categorization of the product.

(F) The license number and the unique identifier pursuant to Section 11362.777 of the Health and Safety Code issued by the licensing authority for all licensees involved in the shipping process, including cultivators, transporters, distributors, and dispensaries.

(2) (A) The database shall be designed to flag irregularities for all licensing authorities in this chapter to investigate. All licensing authorities pursuant to this chapter may access the database and share information related to licensees under this chapter, including social security and individual taxpayer identifications notwithstanding Section 30.

(B) The Department of Food and Agriculture shall immediately inform the bureau upon the finding of an irregularity or suspicious finding related to a licensee, applicant, or commercial cannabis activity for investigatory purposes.

(3) Licensing authorities and state and local agencies may, at any time, inspect shipments and request documentation for current inventory.

(4) The bureau shall have 24-hour access to the electronic database administered by the Department of Food and Agriculture.

(5) The Department of Food and Agriculture shall be authorized to enter into memoranda of understandings with licensing authorities for data sharing purposes, as deemed necessary by the Department of Food and Agriculture.

(6) Information received and contained in records kept by the Department of Food and Agriculture or licensing authorities for the purposes of administering this section are confidential and shall not be disclosed pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), except as necessary for authorized employees of the State of California or any city, county, or city and county to perform official duties pursuant to this chapter or a local ordinance.

(7) Upon the request of a state or local law enforcement agency, licensing authorities shall allow access to or provide information contained within the database to assist law enforcement in their duties and responsibilities pursuant to this chapter.

19336. (a) Chapter 4 (commencing with Section 55121) of Part 30 of Division 2 of the Revenue and Taxation Code shall apply with respect to the bureau's collection of the fees, civil fines, and penalties imposed pursuant to this chapter.

(b) Chapter 8 (commencing with Section 55381) of Part 30 of Division 2 of the Revenue and Taxation Code shall apply with respect to the disclosure of information under this chapter.

SEC. 15. Article 8 (commencing with Section 19337) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 8. Licensed Transporters

19337. (a) A licensee authorized to transport medical cannabis and medical cannabis products between licenses shall do so only as set forth in this chapter.

(b) Prior to transporting medical cannabis or medical cannabis products, a licensed transporter of medical cannabis or medical cannabis products shall do both of the following:

(1) Complete an electronic shipping manifest as prescribed by the licensing authority. The shipping manifest must include the unique identifier, pursuant to Section 11362.777 of the Health and Safety Code, issued by the Department of Food and Agriculture for the original cannabis product.

(2) Securely transmit the manifest to the bureau and the licensee that will receive the medical cannabis product. The bureau shall inform the Department of Food and Agriculture of information pertaining to commercial cannabis activity for the purpose of the track and trace program identified in Section 19335.

(c) During transportation, the licensed transporter shall maintain a physical copy of the shipping manifest and make it available upon request to agents of the Department of Consumer Affairs and law enforcement officers.

(d) The licensee receiving the shipment shall maintain each electronic shipping manifest and shall make it available upon request to the Department of Consumer Affairs and any law enforcement officers.

(e) Upon receipt of the transported shipment, the licensee receiving the shipment shall submit to the licensing agency a record verifying receipt of the shipment and the details of the shipment.

(f) Transporting, or arranging for or facilitating the transport of, medical cannabis or medical cannabis products in violation of this chapter is grounds for disciplinary action against the license.

19338. (a) This chapter shall not be construed to authorize or permit a licensee to transport or cause to be transported cannabis or cannabis products outside the state, unless authorized by federal law.

(b) A local jurisdiction shall not prevent transportation of medical cannabis or medical cannabis products on public roads by a licensee transporting medical cannabis or medical cannabis products in compliance with this chapter.

SEC. 16. Article 11 (commencing with Section 19348) is added to Chapter 3.5 of Division 8 of the Business and Professions Code, to read:

Article 11. Taxation

19348. (a) (1) A county may impose a tax on the privilege of cultivating, dispensing, producing, processing, preparing, storing, providing, donating, selling, or distributing medical cannabis or medical cannabis products by a licensee operating pursuant to this chapter.

(2) The board of supervisors shall specify in the ordinance proposing the tax the activities subject to the tax, the applicable rate or rates, the method of apportionment, if necessary, and the manner of collection of the tax. The tax may be imposed for general governmental purposes or for purposes specified in the ordinance by the board of supervisors.

(3) In addition to any other method of collection authorized by law, the board of supervisors may provide for the collection of the tax imposed pursuant to this section in the same manner, and subject to the same penalties and priority of lien, as other charges and taxes fixed and collected by the county. A tax imposed pursuant to this section is a tax and not a fee or special assessment. The board of supervisors shall specify whether the tax applies throughout the entire county or within the unincorporated area of the county.

(4) The tax authorized by this section may be imposed upon any or all of the activities set forth in paragraph (1), as specified in the ordinance, regardless of whether the activity is undertaken individually, collectively, or cooperatively, and regardless of whether the activity is for compensation or gratuitous, as determined by the board of supervisors.

(b) A tax imposed pursuant to this section shall be subject to applicable voter approval requirements imposed by law.

(c) This section is declaratory of existing law and does not limit or prohibit the levy or collection of any other fee, charge, or tax, or a license or service fee or charge upon, or related to, the activities set forth in subdivision (a) as otherwise provided by law. This section shall not be construed as a limitation upon the taxing authority of a county as provided by law.

(d) This section shall not be construed to authorize a county to impose a sales or use tax in addition to the sales and use tax imposed under an ordinance conforming to the provisions of Sections 7202 and 7203 of the Revenue and Taxation Code.

SEC. 17. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 18. The Legislature finds and declares that Section 14 of this act, which adds Section 19335 to the Business and Professions Code, thereby imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The limitation imposed under this act is necessary for purposes of compliance with the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Sec. 1320d et seq.), the Confidentiality of Medical Information Act (Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code), and the Insurance Information and Privacy Protection Act (Article 6.6 (commencing with Section 791) of Part 2 of Division 1 of the Insurance Code).

SEC. 19. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 20. This act shall become operative only if Assembly Bill 266 and Assembly Bill 243 of the 2015–16 Session are enacted and take effect on or before January 1, 2016.

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Attachment 2

The County's past practice regarding regulating medical marijuana/cultivation is that such activity has been prohibited by Inyo County Code (ICC) Section 18.78.020, which states "Nothing in this [Zoning Code] shall establish rules and regulations where in conflict with state or federal law." Through the Zoning Code update process, the Planning Commission and Board affirmed this approach. Recently, with the adoption of Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643, the concept of permissive zoning has been raised. ICC Section 18.03.100 indicates that no structure or land shall be used for any purpose except as specifically provided in the Zoning Ordinance and allowed in the district in which such building, structure, or land is located. Since medical marijuana dispensaries and cultivation are not specifically permitted, they may be prohibited pursuant to the concept of permissive zoning.

STATUTORY BACKGROUND

In 1996, California voters adopted Proposition 215, known as the Compassionate Use Act (CUA), which intended to ensure that seriously ill Californians had the right to obtain and use marijuana for medical purposes, to ensure that patients and their primary caregivers who used medical marijuana were not subject to prosecution, and to encourage federal and State governments to provide for the safe and affordable distribution of medical marijuana to patients. The CUA did not create a right to use marijuana, but provided an affirmative defense to criminal prosecution.

In 2003, the Legislature added the Medical Marijuana Program Act (MMPA), which was intended to enhance patient and caregiver access to medical marijuana by protecting patients from prosecution for transportation, processing, administering, or giving away marijuana to qualified persons for medical use. The legislation included a provision allowing for local governments to adopt additional ordinances to regulate medical marijuana through zoning, licensing, and other reasonable requirements.

In 2010, the Legislature added section 11362.768 to the MMPA restricting the location of medical marijuana cooperatives, collectives, or dispensaries to locations more than 600 feet from schools. This section does not prohibit local governments from further restricting their location. The MMPA was further amended in 2011 to specify that local governments had the authority to adopt and enforce ordinances governing the location, operation, and establishment of medical marijuana facilities.

Local governments' powers to regulate and ban medical marijuana dispensaries were again affirmed in 2013 when to California Supreme Court upheld the City of Riverside's ban on dispensaries and collectives. The Court specified that the issue involved a total ban with respect to dispensaries, not a total ban on access. Also in 2013, the Third District Court of Appeals upheld the City of Live Oak's authority to ban medical marijuana cultivation through an ordinance prohibiting all medical marijuana collectives, cooperatives, and dispensaries within the City. In 2014, the Fresno County Board of Supervisors voted to ban all cultivation of medical marijuana, and to date, the ban has prevailed against legal challenges.

AREAS OF CONCERN

Areas of concerns associated with permitting medical marijuana cultivation and/or dispensaries, collectives, or cooperatives include criminal activity, and environmental consequences. Medical marijuana dispensaries and cultivation sites are often targets for crime. Certain communities have also had issues involving loitering and distribution to minors associated with dispensaries. Medical marijuana cultivation can cause detrimental environmental consequences such as intensive water use and diversion, habitat destruction, and contamination through introduction of pesticides and herbicides.

REGULATORY OPTIONS

I. BAN ALL DISPENSARIES

As described above, total bans on dispensaries, cooperatives and collectives have been upheld by the courts in numerous court cases to date. In any total ban, it should demonstrated that qualified patients have access to medical marijuana. In the past, dispensaries have been located in the Town Mammoth Lakes, Ridgecrest, California City, and the Antelope Valley. The State of Nevada also permits medical marijuana.

II. ALLOW AND REGULATE DISPENSARIES

Cities and Counties that do not ban dispensaries frequently impose conditions on such facilities to mitigate any impacts on the local community. Potential dispensary regulations include:

1) Location Regulations
2) Permitting
3) Size Restrictions
4) Organization and Operation
5) Premises Regulations
6) Security
7) Records and Monitoring
8) Employees/Volunteers

III. REGULATING CULTIVATION

Through land use regulation, the County may restrict cultivation by banning outdoor cultivation or restricting it by location, size, and manner of cultivation. Some counties ban any outdoor cultivation; other counties require a setback from property boundaries, limit cultivation to a specified area or number of plants, require security measures or screening, and otherwise require conditions to reduce the impacts of cultivation to the health, safety, and welfare of surrounding uses.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
25

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Desert Renewable Energy Conservation Plan Land Use Plan Amendment and Final Environmental Impact Statement

DEPARTMENTAL RECOMMENDATION: Review and receive a presentation regarding the Proposed Land Use Amendment and Final Environmental Impact Statement for Phase I of the Desert Renewable Energy Conservation Plan, and consider directing submittal of a Protest in regards thereto.

SUMMARY DISCUSSION: Governor Schwarzenegger ordered the development of the Desert Renewable Energy Conservation Plan (DRECP) for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals.[1] The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The DRECP planning area encompasses about 22,585,000 acres across seven counties including Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego. Inyo County's portion of this is approximately 2,987,000 acres, which is roughly 13 percent of the DRECP area.

A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Wildlife (CDFW), Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

Local governments, including the County of Inyo, were invited to participate on the DRECP Stakeholder Committee with the REAT agencies. In addition to the REAT and other agencies discussed previously, those participating on the Committee included the counties of Kern, San Bernardino, Los Angeles, Imperial, and Riverside, a variety of non-governmental organizations, utilities, renewable energy developers, Native American organizations, and off-highway vehicle associations. The Committee has not met for some time.

Draft DRECP

The DRECP was to be a General Conservation Plan under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural Community Conservation Planning Act. The BLM, in compliance with the Federal Land Policy and

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[1] Refer to http://drecp.org/ for more information regarding the DRECP (including the Draft DRECP/EIR/EIS and the Proposed LUPA and Final EIS) and http://www.inyoplanning.org/RenewableProjects-Other.htm for more information regarding the County's previous participation in the DRECP.

Management Act (FLPMA) would have considered the DRECP for possible amendments to the California Desert Conservation Area (CDCA) Plan and the Bishop Resource Management Plan, amongst others. The Draft DRECP and accompanying Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) prepared pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) was issued in 2014. The County provided comments regarding the Draft DRECP/EIR/EIS in early 2015 (refer to Attachment 1).

Final DRECP

In March 2015, the DRECP partner agencies announced a phased approach to completing the DRECP in which the BLM's components would be finalized first in Phase I, outlining designations for conservation and renewable energy on public lands. Phase II would be intended to focus on better aligning local, State, and federal renewable energy development and conservation plans, policies, and goals, such as building off of the Renewable Energy Conservation Planning Grants that were awarded to counties in the plan area, including Inyo County.

In accordance with NEPA and FLPMA, BLM has prepared a Proposed Land Use Plan Amendment (LUPA) and Final EIS for the DRECP that would amend the CDCA Plan and the Bishop Resource Management Plan – now known as Phase I in completing the DRECP (refer to Attachment 2 for the Federal Register Notice). The interagency goal of the DRECP outlined in the Final EIS is to provide a streamlined process for utility-scale renewable energy and transmission consistent with federal and State targets and policies, while simultaneously providing for long-term conservation and management of special-status species and vegetation types, as well as other physical, cultural, scenic, and social resources within the DRECP Plan Area with durable and reliable regulatory assurances. BLM's objectives for the DRECP are summarized as follows:

- Conserve biological, physical, cultural, social, and scenic resources.
- Promote renewable energy and transmission development, consistent with federal goals and policies, in consideration of State targets.
- Comply with all applicable federal laws, including the BLM's obligation to manage the public lands consistent with FLPMA.
- Preserve unique and irreplaceable resources, including archaeological values, and conserve the use of the economic resources of the CDCA.
- Identify and incorporate public lands managed for conservation purposes within the CDCA as components of the National Landscape Conservation System (NLCS).
- Amend land use plans consistent with the criteria in FLPMA and the CDCA Plan.
- Coordinate planning and management activities with other federal, State, local, and tribal planning and management programs by considering the policies of approved land resource management programs, to the extent consistent with federal law.
- Make some land use allocation decisions outside the DRECP area but within the CDCA, including Visual Resource Management Classes, land use allocations to replace multiple-use classes, and NLCS designations.

The DRECP BLM land use planning designations include: areas suitable for renewable energy development (Development Focus Areas [DFAs]); areas potentially available for renewable energy development (Variance Process Lands [VPLs]); areas to be managed for biological,

cultural, and scientific conservation (BLM conservation designations also known as National Conservation Lands, Areas of Critical Environmental Concern [ACECs], and Wildlife Allocation Areas); areas to be managed for recreational use (Special Recreation Management Areas [SRMAs] and Extensive Recreation Management Areas), and; areas that will continue to be managed for multiple use without a specified allocation (Attachment 3 includes selected graphics from the Final EIS illustrating these land use designations). A LUPA-wide conservation strategy is identified that includes areas for biological conservation, as well as other biological conservation strategy elements, such as Conservation and Management Actions, monitoring, and adaptive management.

The Final EIS significantly varies from the Draft in that it only includes BLM lands and has revised the Preferred Alternative. Another major change is Variance Process Lands (VPLs) – the Draft DRECP included Special Analysis Areas, Future Assessment Areas, and Variance Lands. Special Analysis Areas have been eliminated, and are now included in either DFAs or conservation designations. The Future Assessment Areas and Variance Lands that remain are now collectively called VPLs and would be open for solar, wind, and geothermal energy applications under a variance process; projects within VPLs would not receive the incentives that apply to DFAs. A new land use designation – Unallocated Lands – would be open to renewable energy development applications, but within the CDCA would continue to require a Plan Amendment. The Preferred Alternative also modifies the proposed land use planning designations within Inyo County, roughly as follows:

- Does not include the Conservation Priority Area along the Owens River and south of Owens Lake.
- Eliminates the ACEC for Owens Lake.
- Eliminates the DFAs east of Lone Pine and around Charleston View.
- Adds a DFA to the Trona area.
- Eliminates the Variance Areas north of Independence.
- Identifies lands managed to protect wilderness characteristics, including near Darwin, Surprise Canyon, Death Valley Junction, and around Shoshone, Chicago Valley, and Stewart Valley.
- Identifies Unallocated Lands throughout the County, predominantly in the Owens Valley and around Owens Lake, Deep Springs, northwest of Darwin, and northwest of Charleston View.

Approximately 13,000 acres of DFA acreage is identified for Inyo County, including 7,000 acres of Geothermal, 900 acres of solar, 5,000 acres of solar and geothermal combined, and 500 acres of solar and wind combined. With the exception of Rose Valley, the DFAs appear to correspond with the Solar Energy Zones identified in the County's Renewable Energy General Plan Amendment (REGPA), although the REGPA does not include wind. ACECs, NLCS, and SRMAs continue to be proposed throughout the County.

Responses to the County's comments on the Draft DRECP are included in Attachment 1. In general, the responses indicate that Phase I only addresses BLM lands and that the County's issues will be addressed in Phase II, that the request is beyond the scope of or irrelevant to the analysis, or that the documents have been revised to incorporate the comment. Issues not adequately addressed include the scale of the conservation proposed, the lacking socioeconomic

analysis, inconsistencies with the County's REGPA, and the minimal coordination with the County in developing the Final EIS.

OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, San Diego, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may consider directing staff to submit a protest and provide input regarding the issues to be included (refer to Attachment 2). Protests should be based upon issues raised during the proceedings. Protests are due 30 days after publication of the Federal Register Notice, which occurred November 13, 2015; staff calculates that protests are due December 14, 2015. The Board could also direct staff to prepare correspondence for the Chair's signature identifying concerns with the proposed LUPA and/or Final EIS.

FINANCING: General funds are utilized to monitor State and federal planning efforts.

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

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

Date: 12/2/15

Attachments:

1. County Correspondence regarding the Draft DRECP/EIR/EIS and Responses
2. Federal Register Notice and Protest Instructions
3. Selected Graphics from the Final EIS

Comment Letter C5

BOARD OF SUPERVISORS
COUNTY OF INYO
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Assistant Clerk of the Board

February 17, 2015

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement
Docket No. 09-RENEW EO-01

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to review the Draft Desert Renewable Energy Conservation Plan, Environmental Impact Report, and Environmental Impact Statement (DRECP/EIR/EIS). We recognize and appreciate the tremendous effort that agency staff has put forth to develop the document. C5-1

Our Board wants to acknowledge and thank the California Energy Commission (CEC) for its grant through the Renewable Energy Planning Grants (REPG) program that has enabled Inyo County to pursue its commitment to renewable energy planning at the local level. Inyo County's "from the ground up" planning effort has been robust and enjoyed strong engagement from the public, and we expect to finalize our Renewable Energy General Plan Amendment (REGPA) soon. Given the amount of time, effort and money that all of our agencies have expended on renewable energy planning, and the amount of public participation these planning efforts have invited, we believe it is critical that every effort be made to align the DRECP planning objectives for Inyo County and Inyo County REGPA. Toward that end, we look forward to working with the Commission, the BLM and other agencies to sync the REGPA with the DRECP and to come up with a comprehensive and consistent plan for renewable energy development and associated conservation in Inyo County. C5-2

With that said, we continue to be deeply concerned that State tax exemptions for certain renewable energy facilities, and now some of the conservation policies being promulgated in the DRECP, create significant fiscal disincentives for rural local governments to even consider supporting the development of renewable energy facilities or some of the conservation objectives of the DRECP. These local tax issues create a fiscal overlay that thwarts and distorts and negatively amplifies many of the development and conservation objectives the DRECP seeks to promote. The tax exemptions, which we believe are unconstitutional, create an environment where solar energy facilities seldom pay for the increased demands the facilities place on local programs and services, much less provide any long-term economic benefit to the community. Similarly, when implemented, policies that encourage the acquisition of private property for conservation areas result in eliminating property tax revenue for local governments, schools, fire departments and other special districts. Rural counties want to be able to support State and Federal energy objectives, especially when associated with thoughtful conservation strategies and, ideally, see our communities benefit – both economically and environmentally – from these policies. However, these tax issues create significant socioeconomic impacts to rural local governments, many that are already disadvantaged relative to much of the rest of the State. This is particularly the case in Inyo County where less than two-percent of the County's land mass is privately owned, and economic development opportunities are already constrained. We cannot overstate the importance of addressing these fundamental inequities if the State and nation are to be successful in implementing the DRECP. Also during meetings regarding the DRECP with agency representatives, numerous mapping errors have been identified within the DRECP, including between various map sets and the Geographic Information System data. These errors make it difficult to provide input because we do not C5-3 C5-4

know which data are accurate. These errors should be rectified, and corrected map sets distributed before the end of the public comment period so that we, the public, and other stakeholders can provide comments based on accurate information. In the absence of being able to submit comments based on correct mapping information, many of the County's comments must, understandably, be weighted on the side of caution with respect to interpretation of the mapping data.

C5-4 Cont.

The County has been participating in the DRECP for many years, and we incorporate herein our previous input by reference. We offer the following additional and supplemental comments regarding the Draft DRECP/EIR/EIS:

1. ***Mitigation within Existing Protected Areas*** – we are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of Inyo County remains in private ownership. Our preference is to have mitigation on public lands in Inyo County steered towards existing protected areas, since almost two-thirds of our County has been designated Wilderness. We believe that the DRECP provides an excellent opportunity to restore scarred lands, eradicate non-native species, support the recovery of endangered species, and undertake other important work that current funding constraints may preclude on already protected lands. We understand that mitigation required for impacts of renewable energy projects, including transmission, needs to be directly associated with the specific impacts to covered species and natural communities, and that it may not be feasible to undertake restoration or other mitigation activities in already designated protected lands. However, we request that the DRECP agencies consider "protected lands" mitigation for covered species and natural communities wherever and whenever it may prove feasible.

C5-5

2. ***School Lands*** – as we have previously indicated, we believe that State lands held in trust for schools provide an excellent opportunity to trade such lands for conservation and/or renewable energy development to benefit our schools. Such trades, however, should occur within a county to ensure benefits to local governments as well as the State. We reiterate our request that this concept be included in the DRECP.

C5-6

3. ***Development Focus Areas in the Owens Valley*** – the Development Focus Areas (DFA) evaluated in several of the alternatives for the Owens Valley should be deferred. Through the County's Phase 1 work on the Energy Commission's REPG, it has been reiterated that renewable energy development in the Owens Valley is quite controversial and of significant public interest. The County is working on a Phase 2 REPG for the Owens Valley and Owens Lake to work with stakeholders to identify areas that may be acceptable.

C5-7

4. ***Lone Pine DFA*** – specific impacts from development within the DFA being considered surrounding Lone Pine (including potential impacts to tribal lands and cultural resources) should be evaluated. This DFA includes mitigation lands and an educational farm; any impacts to these resources should be mitigated. Ideally, the DFAs should be specifically identified; in conjunction with, and consistent local planning efforts.

C5-8

5. ***DRECP Boundary*** – as currently configured, the DRECP's boundaries may have the unintended consequence of focusing future renewable energy development north into the Owens Valley. We request that the Plan boundary be extended north to provide for enhanced protection for the Owens Valley. If not possible at this time, expansion of the DRECP boundary should be considered as part of any amendment to the DRECP or regional Management Plans.

   Additionally, we believe the conservation planning area that extends to the northern DRECP boundary should be expanded east and west to encompass the entire Plan area north of Owens Lake in order to achieve greater conservation objectives.

C5-9

6. ***Transmission*** - we believe that coordination is paramount in development of any transmission upgrades through Inyo County, and repeat our earlier requests for coordination. The County opposes any transmission upgrades through Inyo County that could provide capacity for increased renewable energy development beyond the 250 megawatts being provided for in local planning efforts. We note that the Owens Valley has already been identified as a corridor of concern. C5-10

7. ***Coordination with the City of Los Angeles*** – we encourage coordination with the City of Los Angeles and the County of Inyo to determine the appropriateness of the DRECP's treatment of City lands within Inyo County. C5-11

8. ***Calculating Renewable Energy Development*** – we urge the State to include small-scale solar (such as roof top), geothermal, wind, and other small-scale renewable energy development in calculating its progress in meeting its targets. C5-12

9. ***Inyo County Renewable Energy General Plan Amendment*** – the Draft DRECP conflicts with the County's draft REGPA. It is our hope that these conflicts can be minimized, if not eliminated, and synergy created between the two land use plans. In particular, the Lone Pine and Owens Valley DFAs and the Study Areas near Aberdeen, Stewart Valley, and a portion of those around Owens Lake are outside of the draft Solar Energy Development Areas (SEDA) identified by the County. Also, Conservation Management Areas (CMA), Conservation Priority Areas, Areas of Critical Environmental Concern (ACEC), National Landscape Conservation System (NLCS), and Special Recreation Management Areas (SRMA) are proposed within the SEDAs being considered by the County. We encourage the Agencies to work with the County to harmonize these planning efforts, and offer the following concepts for consideration. C5-13
    a. As discussed previously, we request that the DFAs and Study Areas in the Owens Valley be deferred until the County completes its REPG Phase 2 work program. We hope that this process will work to build community support for potential renewable energy development and conservation around our communities, including potentially identifying appropriate lands within the Lone Pine DFA for solar energy development. C5-14
    b. The County has identified megawatt and acreage caps for its SEDAs, including a 250-megawatt cap for the Western Group of SEDAs, corresponding with our understanding of the existing transmission capacity. This cap, as well as the other REGPA caps, should be incorporated into the DRECP. C5-15
    c. We recommend that Owens Lake be considered for solar energy development, particularly in areas that have been disturbed for dust mitigation and do not support important habitats. C5-16
    d. Through the REGPA process, we may consider reducing the size of SEDAs to better correspond with the DFAs. C5-17
        i. We understand that the DRECP is working to provide connectivity for the Mojave Ground Squirrel in southwest Inyo County. We plan to consider reducing the extent of the Pearsonville and Rose Valley SEDAs to accommodate a corridor west of Highway 395. Note that we believe that these areas provide some of the best opportunities for solar energy development on disturbed lands. C5-18
        ii. Property owners in Chicago Valley and Charleston View have requested that we include these areas as SEDAs. We plan to work with stakeholders to reduce the size of the Charleston View SEDA to more closely align with the DFA. We also plan to work with the property owner in Chicago Valley to refine that SEDA.

e. Sandy Valley provides an excellent opportunity for development on disturbed lands in close proximity to electrical conveyance infrastructure. The CMAs in in Sandy Valley should be eliminated. C5-19
f. The Study Area near Stewart Valley will significantly impact that community and should be excluded. C5-20
g. As requested above, we believe the conservation planning area that extends to the northern DRECP boundary should be expanded east and west to encompass the entire Plan area north of Owens Lake in order to achieve greater conservation objectives. C5-21
h. Note that the County's REGPA does not include wind, and that the DRECP is inconsistent in that wind technologies are not excluded. We continue to consider the appropriateness of solar thermal technologies in Inyo County. We request that technologies be addressed by the DFAs consistent with local planning efforts. C5-22

10. ***Programmatic Analysis*** – significant detail is available to analyze specific aspects of the proposals, including the proposed DFAs and conservation areas at a programmatic level, as well more definitively. For example, the proposed DFAs include precise boundaries, which can be utilized to identify detailed potential impacts. While in some instances the EIR/EIS evaluates such impacts appropriately, it does not for others (such as land use and planning, public services, etc.). C5-23

11. ***Land Exchanges*** – The Plan should provide a policy framework to work to release public lands in Inyo County, particularly in light of the conservation strategy to acquire private lands. If private property is acquired for conservation in Inyo County, other public lands should be released in Inyo County to offset impacts to the County's tax base. C5-24

12. ***Conservation*** – We have questions and concerns about the vast scale of the proposed conservation strategy in Inyo County.
    a. The Conservation Priority Area includes large swaths of the County's little remaining private lands. As discussed elsewhere, acquisition of these lands will result in significant socioeconomic impacts to the County, which should be rectified. Property owners of lands targeted for acquisition should be compensated for the diminished value of the lands due to the DRECP. C5-25
    b. While we appreciate that the proposed ACEC and NLCS are intended to preclude renewable energy development, we are concerned about the scale of the proposed designations. Specifically, many of these areas are currently open to a variety of multiple uses, and we want to ensure that these multiple uses are not displaced by these designations. If there exists any potential for ACEC and NLCS designations to displace multiple uses on these areas we note that the Draft EIR/EIS does not evaluate the associated potential direct, indirect, and/or induced effects. The County supports the NLCS designations, if they are crafted in a manner that ensures the ability to continue to accommodate multiple uses, including mining. C5-26
    c. The Draft EIR/EIS does not adequately evaluate the conservation strategy's impact to Inyo County. Due to the relative size of the County and the scale of the conservation proposed, the loss of private lands to accommodate the conservation strategy will be significant. In light of the County's limited land base, the cost to the County of these actions will be to the detriment of future economic development potential, as well as reductions in tax revenues. These actions will also significantly impact local schools, fire departments and other special districts, many of which are already struggling with the cumulative impacts of the ever-shrinking private land supply. C5-27

d. The Biological Goals and Objectives approach to the Mojave Ground Squirrel is overreaching. Flexibility should be incorporated to provide for on-the-ground conditions. C5-28
e. We object to conservation designations being applied to private lands. C5-29

13. ***Socioeconomics*** – the Draft EIR/EIS inadequately evaluates potential socioeconomic effects to Inyo County
    a. The socio-economic analysis only evaluates incorporated cities with more than 10,000 people. Inyo County has no community that meets this criterion, resulting in no meaningful localized analysis for Inyo County.
    b. Inyo County includes significant minority and low-income populations that are regularly overlooked due to our unique circumstances. Because of the County's small size and large geographic scale, these communities are often lost when evaluating potential socioeconomic impacts. For example, the residents of the community of Charleston View have relatively low incomes, but this fact is overlooked due to the census-based analytic approach. Alternative methods, such as community surveys, should be employed to address these issues in small disparate communities. C5-30
    c. Inyo County's economy is relatively small and fragile; renewable energy development has the potential to cause significant swings in the economy, resulting in a boom-bust cycle that can lead to rural decay. Given the programmatic nature of the EIR/EIS and the potential overall effects of these impacts, this is the time to evaluate these potential effects. Inyo County Code (ICC) Title 21 provides an excellent method to address such impacts.
    d. The analysis' approach to the proposed conservation strategies provides limited data and inconclusive outcomes. Given the programmatic nature of the EIR/EIS and the potential overall effects of the conservation actions, this is the time to evaluate these potential effects.
    e. Similar to Payment in lieu of Taxes, revenues should be provided to the County to offset the costs of renewable energy development and conservation. Methods that should be considered include revenue sharing and royalty payments. C5-31

14. ***Land Use and Planning*** – we appreciate the EIR/EIS' recognition of the County's land use planning efforts, including ICC Title 21, as well as proposed mitigation requiring actions to address any inconsistencies.
    a. Landscape-scale consistency analyses should be undertaken to identify inconsistencies at this level. The conservation strategy in particular conflicts with the Inyo County General Plan, and the proposed modifications to land use in the County are incongruent. Given the programmatic nature of the EIR/EIS and the potential overall effects of the DRECP, this is the time to evaluate these potential effects. C5-32
    b. The proposed conservation could divide targeted communities, a topic which is not evaluated by the draft EIR/EIS. For example, acquisition of conservation lands within Olancha could impede access between neighborhoods.

15. ***Public Services*** – the Draft EIR/EIS' statement on page IV.22-14 that conservation actions would have an overall positive effect on public services does not apply in Inyo County. It is unclear how conservation management actions would ensure less than significant effects on public services, and the EIR/EIS should elaborate such presumptions. Due to the scale of the conservation strategy, significant impacts to local governments can be expected in Inyo County as private lands are taken for conservation and the County's (and other local agencies') tax bases are diminished. Coupled with the tax exemption provided for solar energy development and its demand for services that are not offset by tax revenues, the conservation strategy has the potential to decimate local government finances. ICC Title 21 provides an excellent method to mitigate impacts to public services. C5-33

16. ***Airport Safety Hazards*** – the Draft EIR/EIS only identifies one airport (apparently Independence) within the Plan area in Inyo County, but does not identify any others, such as the Lone Pine, Trona, and Shoshone airports. Particular attention should be given to airport safety hazards in Lone Pine and Trona given the DFA and Study Area around those airports. The statements on pages III.22-26 and III.22-29 that there are no airports in the Owens Valley, Panamint/Death Valley, or Kingston/Funeral Mountains ecoregions are incorrect. C5-34

17. ***Landfills*** – the Draft EIR/EIS does not identify any landfills within the Plan area in Inyo County. The statements on pages III.22-26 and III.22-29 that there are no landfills in the Owens Valley, Panamint/Death Valley, Kingston/Funeral Mountains ecoregions are incorrect. C5-35

18. ***Groundwater*** – as is well documented, groundwater extraction is a significant issue in Inyo County. The Plan can be expected to result in additional water use within the County. We applaud the DRECP's incorporation of groundwater management plans through conservation management and mitigation, but are concerned that impacts are considered significant and unavoidable. The County's Groundwater Ordinance should be cited (refer to Inyo County Code Chapter 18.77) and references provided in the mitigation to evaluate local agencies' surface and groundwater regulations. Due to the remote nature of many of the groundwater basins in Inyo County and the County's lack of resources to monitor groundwater in those basins, mitigation should include a requirement to assist local agencies in monitoring groundwater per State requirements. Mitigation measures should be identified to preclude significant impacts. C5-36

19. ***Transportation and Public Access*** – given our experience with renewable energy development, we are concerned about traffic and circulation impacts, particularly in remote locations. We recommend that coordination with local jurisdictions be undertaken to preclude significant effects. We are also concerned about the conservation plan's impacts to circulation and public access. C5-37

20. ***Minerals*** – We are concerned that new mineral exploration and extraction will not be permitted in the DFAs and in some of the lands designated for conservation, such as the reserve design system. A mineral withdrawal is recommended for all DFAs and, while NLCS designations proposed by the DRECP preferred alternative do not contain a mineral withdrawal, we are concerned there could be limitations on mining in these areas. We are also concerned about the possible impact of land acquisition on mineral resources. Mining is one of the few remaining industries in Inyo County that provides high-paying jobs and adds diversity to the local economy. We would like to see mining be permitted in DFAs, where it does not conflict with energy development. We would also like to ensure that NLCS designations allow for continued mineral exploration and mining subject to valid existing rights. C5-38

21. ***Agricultural and Livestock Grazing Resources*** – the EIR/EIS should evaluate potential impacts of acquiring private lands on agricultural and livestock grazing resources. The setting sections should also include agricultural and livestock grazing resources on non-public lands. We applaud the approach to the mitigation proposed for livestock grazing. Mitigation should also include providing for alternative areas for grazing and agriculture displaced by DFAs and/or conservation. C5-39

22. ***Recreation*** – recreation is an important an ever-increasingly important sector of the County's economy. The EIR/EIS's finding that impacts will be significant and unavoidable is unacceptable. Access to recreation should be maintained and enhanced by the Plan, and mitigation measures should be considered to accomplish these goals. C5-40

23. ***Cumulative Impacts*** – the cumulative projects list should include the Coso Geothermal and Crystal Geyser projects. We reiterate our concerns described above for potential cumulative impacts. C5-41

24. ***Mitigation Monitoring Program*** – the mitigation monitoring program should be expanded to include mitigation measures identified in the EIR/EIS. It would also be helpful to include the conservation strategies referenced in the EIR/EIS to evaluate how they will be executed and complement the mitigation measures. C5-42

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us. C5-43

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors

cc: County Administrative Officer
County Counsel
Planning Director
Governor Brown
Secretary Jewell, DOI
Neil Kornze, BLM
Steve Nelson, BLM
Carl Symons, BLM
Katrina Symons, BLM
Charlton H. Bonham, CDFW
Ren Lohoefener, USFWS
California Energy Commission
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Senator Feinstein
Senator Boxer
Representative Cook
Senator Fuller
Assemblywoman Conway

Response to Comment Letter C5

Inyo County Board of Supervisors
Matt Kingsley
February 17, 2015

C5-1 Thank you for your comment. No change in the document is required as a result of this comment.

C5-2 This comment has not resulted in a change to the document, but the Bureau of Land Management (BLM) has taken it into consideration.

C5-3 This comment is not relevant to the Land Use Plan Amendment (LUPA) and will be addressed in Phase II of the Desert Renewable Energy Conservation Plan (DRECP), as described in Volume I of this Final Environmental Impact Statement (EIS).

C5-4 Following release of the Draft DRECP and in response to public comments received from a diverse group of stakeholders, the Renewable Energy Action Team (REAT) agencies (i.e., Bureau of Land Management [BLM], U.S. Fish and Wildlife Service [USFWS], California Energy Commission [CEC], and California Department of Fish and Wildlife [CDFW]) have adjusted the planning process and are employing a phased approach for the DRECP: one phase addressing BLM lands and another phase addressing nonfederal lands. Under Phase I of the DRECP, the DRECP BLM LUPA and Final EIS addresses land uses, including renewable energy and transmission development, on BLM-administered lands only. See also Volume II, which includes revised descriptions and mapping for the range of alternatives considered for the BLM LUPA.

C5-5 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Section II.3.4.2 for the revised Conservation and Management Actions (CMAs) that apply to BLM-administered lands, including the compensation CMAs.

C5-6 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Section II.3.4.2 for the revised CMAs that apply to BLM-administered lands, including the lands and realty CMAs.

C5-7 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Volume II, which includes revised descriptions and mapping for the range of alternatives considered for the BLM LUPA. BLM will continue to work with local governmental on planning for the California deserts.

C5-8 See response C5-7.

C5-9 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Volume II, which includes revised descriptions and mapping for the range of alternatives considered for the BLM LUPA.

C5-10 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See Volume II, which includes revised descriptions and mapping for the range of alternatives considered for the BLM LUPA. As indicated in Volume II and elsewhere, the transmission assumptions used in DRECP planning is conceptual for the purpose of programmatic analysis and is not intended to provide an analysis of siting, alignment, or right-of-way.

C5-11 See response C5-7.

C5-12 This comment has not resulted in a change to the document, but the BLM has taken it into consideration. See also response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Volume I, Section I.3.3 for a description of the renewable energy planning process used for the DRECP, which sets the renewable energy and transmission planning context for developing the BLM LUPA and Final EIS for BLM-administered lands.

C5-13 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-14 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Volume II, which includes revised descriptions and mapping for the range of alternatives considered for the BLM LUPA. BLM will continue to work with local governmental on planning for the California deserts.

C5-15 See response C5-14.

C5-16 See response C5-14.

C5-17 See response C5-14.

C5-18 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-19 See response C5-14. See also Section II.3.4.2 for the revised CMAs that apply to BLM-administered lands.

C5-20 See response C5-14.

C5-21 See response C5-14. Conservation Planning Areas are not a part of the BLM LUPA and Final EIS.

C5-22 See response C5-14.

C5-23 Site-specific analysis is not possible because while the Development Focus Areas (DFAs) have boundaries, where the impacts would occur within the DFAs is unknown. The DFAs include more acres than is anticipated to be developed; as such, the analysis was programmatic in nature. Additional site-specific review will be required for proposed projects.

C5-24 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-25 See responses C5-4 and C5-14. Conservation Planning Areas are not a part of the BLM LUPA and Final EIS.

C5-26 Site-specific management plans will be developed for each Area of Critical Environmental Concern (ACEC) and National Landscape Conservation System (NLCS) unit to address protection of the specific values of those units. The BLM will follow national guidance for management of NLCS units, found in Manual MS-6100. All known mining and rock hounding sites were reviewed prior to land use designation decisions to avoid and minimize potential impacts on access and use.

C5-27 This comment is not relevant to the BLM LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-28 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Appendix C for the revised biological goals and objectives.

C5-29 See response C5-14. Conservation Planning Areas are not a part of the BLM LUPA and Final EIS.

C5-30 This comment requests an analysis beyond what is required and feasible within a programmatic National Environmental Policy Act (NEPA) socioeconomic and environmental justice analysis. As acknowledged and discussed in Volume IV, Chapter IV.23, Section IV.23.1.1, the social and economic effects from changes on BLM lands feasibly extend beyond the immediate vicinity of their location to nearby population. Therefore, Chapter IV.23 differs from others within this Final EIS by programmatically discussing potential socioeconomic and environmental justice effects to private lands, which this comment relates to. As described in Volume I of this Final EIS, Phase II of the DRECP will specifically address DRECP effects to private lands.

A localized analysis at the scale requested is not feasible at a programmatic level covering millions of acres of land. As discussed in Volume II, the proposed LUPA is limited to streamlining environmental reviews of future renewable energy and other projects on BLM-administered lands within the DRECP only. The programmatic analysis within the Final EIS focuses on DFAs and conservation areas proposed under the DRECP as part of the LUPA. Section IV.23.1 (Approach

to Impact Analysis) provides a discussion of the scope and methods utilized within the socioeconomic and environmental justice programmatic analysis contained in Chapter IV.23.

As discussed in Section IV.23.1.1.2 (Specific Methods Not Utilized), the programmatic analysis contained within the Final EIS cannot evaluate site-specific impacts associated with future individual renewable energy projects, as the locations, timing, and scale of future projects are unknown at this time. However, the Final EIS includes adopted requirements of future analyses and typical mitigation strategies. Because site- and project-specific data is unavailable, as discussed in Section IV.23.1.1.3 (Future Project-Specific Analyses), each future renewable energy project (including transmission interconnection) would be required to conduct further project-specific environmental analysis under NEPA (where a federal lead agency has jurisdiction) or the California Environmental Quality Act (CEQA), consistent of the requirements contained within both (as applicable). Furthermore, a quantitative economic evaluation pertaining to conservation actions is not feasible or required at this programmatic level due to the difficulty in quantifying non-market values for BLM-administered lands within the DRECP (as further discussed in Section IV.23.1.1.2) and because any data would become outdated due to dynamic market forces.

C5-31 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Section II.3.7 for a description of LUPA implementation.

C5-32 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-33 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-34 The airports in Lone Pine, Trona, and Shoshone have been added to Volume III, Chapter III.22 along with associated figures.

C5-35 This comment is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS.

C5-36 The County Groundwater Ordinance is not relevant to the LUPA and will be addressed in Phase II of the DRECP, as described in Volume I of this Final EIS. CMA LUPA-SW-25 requires a Groundwater Monitoring and Reporting Plan that would be approved by the BLM in coordination with other agencies as appropriate.

C5-37 Inyo County's concerns regarding impacts to traffic and circulation due to renewable energy development and request for coordination with local jurisdictions are noted. Impacts of renewable energy development on circulation are addressed in Chapter IV.19, including the need to abide by existing laws and

regulations, which would include any local regulations. Additionally, the BLM is committed to coordinating with local governments throughout its land use plan amendment process and encourages counties and other local governments to coordinate their planning efforts with the BLM to better achieve the goals and objectives of the DRECP and DRECP LUPA; see Volume II, Section II.3.7.1.2, Partnership with Local Governments.

C5-38 The Proposed LUPA and Final EIS incorporates CMAs related to valid mining activities within DFAs and BLM land designations. Please refer to Volume IV, Chapter IV.15, Mineral Resources.

C5-39 This comment has not resulted in a change to the document, but the BLM has taken it into consideration.

C5-40 The Draft DRECP and Environmental Impact Report (EIR)/EIS concluded there would be a significant and unavoidable indirect impacts to recreation due to the visual effects of renewable energy development. The conclusion for all other impacts to recreation were less than significant. The LUPA would maintain access to recreation areas and includes CMAs for this purpose; see for example LUPA-CTTM-1, LUPA-CTTM-2, LUPA-CTTM-4, and DFA-VPL-CTTM-1 in Volume II, Chapter II.3.

C5-41 Text has been added to Chapter IV.25 in response to this comment.

C5-42 See response C5-4; the BLM LUPA and Final EIS addresses activities on BLM-administered lands only. See also Volume II, Section II.3.6 for the revised Monitoring and Adaptive Management Program for the BLM LUPA.

C5-43 This comment has not resulted in a change to the document, but the BLM has taken it into consideration.

Comment Letter C2

BOARD OF SUPERVISORS
COUNTY OF INYO
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Assistant Clerk of the Board

California Energy Commission
DOCKETED
09-RENEW EO-1
TN # 74079
December 2, 2014

November 17, 2014

Jim Kenna, Director
California State Office, Bureau of Land Management
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825

Charlton Bonham, Director
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814

Re: Desert Renewable Energy Conservation Plan – Draft Agreement by and between the Bureau of Land Management and the California Department of Fish and Wildlife
Docket No. 09-RENEW EO-01

Dear Mr. Kenna and Mr. Bonham:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. We appreciate the opportunity to review the Draft Agreement by and between the Bureau of Land Management (BLM) and the California Department of Fish and Wildlife (CDFW), and provide our input below. C2-1

Mitigation within Wilderness and Death Valley National Park: As previously expressed, we are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of Inyo County remains in private ownership. We continue to believe that mitigation on public lands in Inyo County should be steered towards existing protected areas, since almost two-thirds of our County has been designated Wilderness. We believe that the DRECP provides an excellent opportunity to restore scarred lands, eradicate non-native species, support the recovery of endangered species, and undertake other important work that current funding constraints preclude within Death Valley National Park (DVNP) and Wilderness throughout Inyo County. We suggest that the Agreement include specific references to encourage enhancement in Wilderness, and we recommend development of additional agreements with the National Park Service to enhance Wilderness and other lands within the DRECP planning area in DVNP. C2-2

Federal Land Policy Management Act: The draft Agreement references the Federal Land Policy Management Act with regards to coordination with the State. We suggest that it also reference coordination with local agencies, including working to harmonize BLM's land use planning with local agency planning. C2-3

Multiple Uses: We are pleased that the draft Agreement recognizes the importance of multiple uses on BLM lands. As we have previously conveyed, we are very concerned about the DRECP's potential to displace multiple uses on public lands in Inyo County, particularly from mitigation for project occurring outside of Inyo C2-4

County. We encourage strengthening the Agreement's commitment to maintaining these multiple uses within the context of conservation on the same lands. Please also clarify how conservation on public lands will be implemented temporally.

C2-4 Cont.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

C2-5

Sincerely,

Supervisor Richard Pucci, Chairperson
Inyo County Board of Supervisors

cc: County Administrative Officer
County Counsel
Planning Director
Governor Brown
Secretary Jewell, DOI
Neil Kornze, BLM
Steve Nelson, BLM
Carl Symons, BLM
Katrina Symons, BLM
Jonathan Jarvis, NPS
Kathy Billings, DVNP
Kimberly Nicol, CDFW
California Energy Commission
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Senator Feinstein
Senator Boxer
Representative Cook
Senator Fuller
Assemblywoman Conway

Response to Comment Letter C2

County of Inyo Board of Supervisors
Richard Pucci
November 17, 2014

C2-1 This comment has not resulted in a change to the document, but the Bureau of Land Management (BLM) has taken it into consideration.

C2-2 This comment has not resulted in a change to the document, but the BLM has taken it into consideration. BLM acknowledges the County's support of mitigation on public lands.

C2-3 This comment has not resulted in a change to the document, but the BLM has taken it into consideration. BLM will continue to coordinate and work with local agencies to align BLM's land use planning with local agency planning.

C2-4 This comment has not resulted in a change to the document, but the BLM has taken it into consideration. The California Department of Fish and Wildlife Natural Community Conservation Plan and Agreement will be addressed in Phase II of the Desert Renewable Energy Conservation Plan (DRECP).

C2-5 This comment has not resulted in a change to the document, but the BLM has taken it into consideration.

boundaries (C–Wild–S–05), due to higher presence of risk factors in the PMU as analyzed under Final EIS Alternative C. This change is being made in response to issues raised during the protest period and based on additional policy discussions.

Concerns were raised by the public that the BLM action was not adequate to protect BSSG and its habitat. Disturbance levels identified in the Final EIS will require site-specific project mitigation to insure no unmitigated net loss of habitat. This requires assessing habitat availability at the landscape scale.

Tall Structure Buffer—Proposed Change

As part of the protest process, the BLM found that it needed to correct an error in the Proposed Plan Amendment and Final EIS. The BLM found that it should have identified the buffer distance for tall structures as 4 miles from active or pending leks. This is consistent with management prescriptions proposed by the USFS. Specifically, the BLM proposes to adopt the action from Alternative C which states that tall structures, which could serve as predator perches, will not be authorized within 4 miles of an active or pending lek (C–LUSU–S–04). The 4-mile lek buffer accords with other prescriptions of surface disturbance in sage-grouse habitat and is consistent with best science available.

High-Voltage (≥120kV) Transmission Line—Proposed Change

The BLM is designating exclusion areas for new high-power (≥120kV) transmission lines in BSSG habitat. Specifically, new high-power (≥120kV) transmission line corridors, rights-of-way, facilities, or construction areas in habitat (outside of existing corridors) will not be authorized (C–Min–S–09). This change is being made in response to issues raised during the protest period and based on additional policy discussions and was analyzed under Alternative C in the EIS.

Connectivity Habitat—Proposed Change

The BLM is clarifying language from Alternative C to provide for management of connectivity habitat. The BSSG landscape is fragmented by areas of agriculture and urbanization, as well as areas of naturally occurring and encroaching pinyon-juniper vegetation. Sage-grouse habitats within and between PMU are often separated by stretches of unsuitable areas that may inhibit sage-grouse movements across the landscape. Alternative C provides a limited amount of management direction to maintain or enhance suitability of connective area. Alternative C includes a goal about habitat and movement and an objective of improving degraded habitat, including areas with conifer encroachment (*i.e.*, pinyon-juniper). Actions and Best Management Practices relating to connectivity apply primarily to mineral uses. Alternative C states that where valid existing rights exist, in connective habitat areas, vegetation characteristics suitable to sage-grouse should be maintained to the extent technically feasible (C–Min–S–01). In addition, Alternative C provides additional direction not specific to connectivity which states, "Vegetation treatments and post-disturbance restoration should seed and/or transplant sagebrush to restore large patches of sagebrush cover and connect existing patches" (C–Wild–S–02). Given the fragmented nature of the bi-state landscape and the level of apparent isolation of subpopulations, additional management direction for connective habitat area is necessary to facilitate sage-grouse movement, reduce isolation, and increase genetic interchange between subpopulations. This change is being made in response to policy discussions.

Please note that public comments and information submitted including names, street addresses, and email addresses of persons who submit comments will be available for public review and disclosure at the above address during regular business hours (7:30 a.m. to 4:30 p.m.), Monday through Friday, except holidays.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 40 CFR 1506.6, 40 CFR 1506.10, 43 CFR 1610.2

John F. Ruhs,

Acting State Director, Nevada.

[FR Doc. 2015–28876 Filed 11–12–15; 8:45 am]

BILLING CODE 4310–HC–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLCA932000.L13400000.DQ0000. LXSSB0020000.16X]

Notice of Availability of the Desert Renewable Energy Conservation Plan Proposed Land Use Plan Amendment to the California Desert Conservation Plan and the Bakersfield and Bishop Resource Management Plans and Final Environmental Impact Statement

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice.

SUMMARY: In accordance with the National Environmental Policy Act of 1969, as amended, and the Federal Land Policy and Management Act of 1976, as amended (FLPMA), the Bureau of Land Management (BLM) has prepared a Proposed Land Use Plan Amendment (LUPA) and Final Environmental Impact Statement (EIS) for the Desert Renewable Energy Conservation Plan (DRECP). This LUPA would amend the California Desert Conservation Area (CDCA) Plan and the Bakersfield and Bishop Resource Management Plans (RMPs). By this notice, the BLM is announcing the availability of the Proposed LUPA and Final EIS.

DATES: BLM planning regulations state that any person who meets the conditions as described in the regulations may protest the BLM's Proposed LUPA/Final EIS. A person who meets the conditions and files a protest must do so within 30 days of the date that the Environmental Protection Agency publishes its Notice of Availability in the **Federal Register**.

ADDRESSES: Copies of the DRECP Proposed LUPA and Final EIS have been sent to affected Federal, State, and local government agencies, affected tribal governments, and to other stakeholders. The Proposed LUPA and Final EIS are available for review online at *www.drecp.org* and *www.blm.gov/ca/drecp*. See the **SUPPLEMENTARY INFORMATION** section below for a list of locations where copies of the Proposed LUPA and Final EIS are available for public inspection.

All protests must be in writing and mailed to one of the following addresses: Regular Mail: BLM Director (210), Attention: Protest Coordinator, P.O. Box 71383, Washington, DC 20024–1383; Overnight Delivery: BLM Director (210), Attention: Protest Coordinator, 20 M Street SE., Room 2134LM, Washington, DC 20003.

FOR FURTHER INFORMATION CONTACT: Vicki Campbell, Program Manager,

DRECP, telephone 916–978–4401; address BLM California State Office, 2800 Cottage Way, Suite W–1623, Sacramento, CA; email *vlcampbell@blm.gov*. To request a DVD, please send an email to *drecp.info@energy.ca.gov* or call 1–866–936–7477 to provide a mailing address. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1 800–877–8339 to contact the above individual during normal business hours. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION: The BLM developed the DRECP to: (1) Advance Federal and State natural resource conservation goals and other Federal land management goals; (2) Meet the requirements of the Federal Endangered Species Act, Omnibus Public Land Management Act of 2009 (OPLMA), California Endangered Species Act, Natural Community Conservation Planning Act, and FLPMA in the Mojave and Colorado/Sonoran desert region of Southern California; and (3) Facilitate the timely and streamlined permitting of renewable energy projects. The Draft DRECP includes a strategy that identifies and maps potential areas for renewable energy development and areas for long-term natural resource conservation. The Draft DRECP was published on September 26, 2014 (79 FR 57971), and comments were accepted until February 23, 2015.

In March 2015, the DRECP partner agencies (the BLM, California Energy Commission, U.S. Fish and Wildlife Service, and California Department of Fish and Wildlife) announced a phased approach to completing the DRECP. As part of this approach, the BLM's component of the DRECP is being finalized first in Phase I, outlining important designations for conservation and renewable energy on public lands.

The Proposed DRECP LUPA would amend the CDCA Plan for the entire CDCA, and the RMPs for portions of the Bishop and Bakersfield Field Offices, which includes the Mojave Desert and Colorado/Sonoran Desert ecoregion subareas in California. The DRECP Plan Area includes all or a portion of the following counties: Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego. The DRECP Plan Area covers approximately 22,585,000 acres, of which approximately 9,784,000 acres are BLM-administered lands. An additional 1,085,000 acres of BLM-administered lands are within the CDCA but outside of the DRECP Plan Area.

The BLM's objectives for the Proposed DRECP LUPA and Final EIS are to:

- Conserve biological, physical, cultural, social, and scenic resources;
- Promote renewable energy and transmission development, consistent with Federal renewable energy and transmission goals and policies, in consideration of State renewable energy targets;
- Comply with all applicable Federal laws, including the BLM's obligation to manage the public lands consistent with FLPMA;
- "Preserve the unique and irreplaceable resources, including archaeological values, and conserve the use of the economic resources" of the CDCA (FLPMA 601(a)(6), 43 U.S.C. 1781(a)(6));
- Incorporate goals, objectives, and allowable uses on areas of the public lands managed for conservation purposes within the CDCA and which the BLM identifies as components of the National Landscape Conservation System, consistent with the Omnibus Public Land Management Act of 2009 (Public Law 111–11);
- Amend land use plans consistent with the criteria in FLPMA and the CDCA Plan;
- Coordinate planning and management activities with other Federal, State, local, and tribal planning and management programs by considering the policies of approved land resource management programs, to the extent consistent with Federal law; and
- Make some land use allocation decisions outside the DRECP area but within the CDCA, including Visual Resource Management Classes and land use allocations to replace multiple-use classes.

Following the publication of the Proposed LUPA and Final EIS, the BLM expects to issue a decision that will identify the public lands in the CDCA that Congress included in the National Landscape Conservation System under Section 2002(b)(2)(D) of Public Law 111–11. The Proposed LUPA and Final EIS would define the goals, objectives, and allowable uses within those lands. It would also identify areas suitable for renewable energy development (Development Focus Areas or DFAs); Areas of Critical Environmental Concern and Wildlife Allocation Areas; areas suitable for an emphasis on recreation (Special Recreation Management Areas and Extensive Recreation Management Areas), and areas that would continue to be managed for other uses. In addition, the Proposed LUPA and Final EIS contemplate modifications in the management of recreation (including the establishment of Special Recreation Management Areas and Extensive Recreation Management Areas), allowing for continued exploration of mineral resources, establishment of Visual Resource Management Classes, and grazing. The Proposed LUPA and Final EIS also incorporate proposed mitigation measures to be considered in relation to future authorized uses on the public lands and activities on non-public lands that could adversely affect public land resources. The BLM consulted with tribes and carefully considered tribal comments when developing proposed DFAs and conservation areas and other elements of the proposed LUPA.

The Proposed DRECP LUPA and Final EIS include the BLM's proposed alternative, four additional action alternatives, and a no action alternative. Action alternatives analyzed in detail are the result of integrating varying locations and configurations for renewable energy and conservation on BLM-managed lands. These alternatives were developed through the interagency process that led to the development of the Draft DRECP. The preferred alternative in the draft DRECP/Draft EIS has been modified based on public comment.

The alternatives differ in the following ways:

- Areas suitable for renewable energy: The alternatives range from 81,000 acres of Development Focus Areas (Alternative 1) to 718,000 acres of Development Focus Areas (Alternative 2). Under the No Action Alternative, 2,804,000 acres would be open to some form of renewable energy development. The Proposed Alternative identifies 388,000 acres of Development Focus Areas. The alternatives include Conservation and Management Actions for development in these areas.
- Conservation Designations: With respect to lands to be included in the National Landscape Conservation System, the alternatives range from 3,264,000 acres (Alternative 1) to 5,113,000 acres (Alternative 2). Under the No Action Alternative, no lands would be identified as National Conservation Lands, although 2,966,000 acres would remain as Areas of Critical Environmental Concern. The Proposed Alternative would identify 3,856,000 acres of National Conservation Lands. The alternatives also analyze a range of management actions for National Conservation Lands. In addition, the Proposed LUPA and Final EIS would identify new and expanded Areas of Critical Environmental Concern. The Proposed Alternative would identify approximately 4,717,000 acres of

ACECs, although approximately 3,337,000 acres would overlap with proposed National Conservation Lands.

• Recreation: The Proposed LUPA and Final EIS would identify Special Recreation Management Areas (SRMAs) and Extensive Recreation Management Areas (ERMAs). The alternatives range from 2,537,000 acres of SRMA (Alternative 1) and 2,458,000 acres of SRMA (Proposed Alternative). The Proposed Alternative would also include 946,000 acres of ERMAs. Under the No Action Alternative, there would be zero acres of ERMA, 193,000 acres of SRMA, and 1,465,000 acres managed for recreation emphasis.

Comments on the Draft RMP/Draft EIS received from the public and internal BLM review were considered and incorporated as appropriate into the proposed plan. Public comments resulted in the addition of clarifying text, but did not significantly change proposed land use plan decisions.

Instructions for filing a protest with the Director of the BLM regarding the Proposed LUPA/Final EIS may be found in the "Dear Reader" Letter of the DRECP Proposed LUPA and Final EIS and at 43 CFR 1610.5–2. All protests must be in writing and mailed to the appropriate address, as set forth in the **ADDRESSES** section above. Emailed protests will not be accepted as valid protests unless the protesting party also provides the original protest by either regular or overnight mail postmarked by the close of the protest period. Under these conditions, the BLM will consider the emailed protest as an advance copy and it will receive full consideration. If you wish to provide the BLM with such advance notification, please direct emails to: *protest@blm.gov.*

Copies of the Proposed LUPA and Final EIS are available for public inspection at the following locations:

• BLM California State Office, 2800 Cottage Way, Suite W–1623, Sacramento, CA 95825;

• BLM California Desert District Office, 22835 Calle San Juan De Los Lagos, Moreno Valley, CA 92553;

• BLM Barstow Field Office, 2601 Barstow Road, Barstow, CA 92311;

• BLM El Centro Field Office, 1661 S. 4th Street, El Centro, CA 92243;

• BLM Needles Field Office, 1303 S. Highway 95, Needles, CA 92363;

• BLM Palm Springs South Coast Field Office, 1201 Bird Center Drive, Palm Springs, CA 92262;

• BLM Ridgecrest Field Office, 300 S. Richmond Road, Ridgecrest, CA 93555;

• BLM Bakersfield Field Office, 3801 Pegasus Drive, Bakersfield, CA 93308;

• BLM Bishop Field Office, 351 Pacu Lane, Suite 100, Bishop, CA 93514; and

• FWS Palm Springs Fish and Wildlife Office, 777 East Tahquitz Canyon Way, Suite 208, Palm Springs, CA 92262.

Electronic copies will also be available at public libraries throughout the Planning Area. See the project Web site above or contact the BLM for further information on other locations.

Before including your phone number, email address, or other personal identifying information in your protest, you should be aware that your entire protest—including your personal identifying information—may be made publicly available at any time. While you can ask us in your protest to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 40 CFR 1506.6, 40 CFR 1506.10, 43 CFR 1610.2, 43 CFR 1610.5.

Thomas Pogacnik,

Deputy State Director, Bureau of Land Management.

[FR Doc. 2015–28791 Filed 11–12–15; 8:45 am]

BILLING CODE 4310–40–P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS–WASO–NAGPRA–19542;PPWOCRADN0–PCU00RP15.R50000]

Native American Graves Protection and Repatriation Review Committee: Notice of Nomination Solicitation

AGENCY: National Park Service, Interior.

ACTION: Notice of request for nominations.

SUMMARY: The National Park Service is seeking nominations for one member of the Native American Graves Protection and Repatriation Review Committee (Review Committee). The Secretary of the Interior will appoint the member from nominations submitted by Indian tribes, Native Hawaiian organizations, and traditional Native American religious leaders. The nominee need not be a traditional Indian religious leader.

DATES: Nominations must be received by December 14, 2015.

ADDRESSES: Melanie O'Brien, Program Manager, National NAGPRA Program (2253), National Park Service, 1849 C Street NW., Washington, DC 20240, or via email *nagpra_dfo@nps.gov.*

SUPPLEMENTARY INFORMATION: The Review Committee was established by the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), at 25 U.S.C. 3006, 5 U.S.C. Appendix 2.

The Review Committee is responsible for:

1. Monitoring the NAGPRA inventory and identification process;

2. reviewing and making findings related to the identity or cultural affiliation of cultural items, or the return of such items;

3. facilitating the resolution of disputes;

4. compiling an inventory of culturally unidentifiable human remains and developing a process for disposition of such remains;

5. consulting with Indian tribes and Native Hawaiian organizations and museums on matters within the scope of the work of the Review Committee affecting such tribes or organizations;

6. consulting with the Secretary of the Interior in the development of regulations to carry out NAGPRA; and

7. making recommendations regarding future care of repatriated cultural items.

The Review Committee consists of seven members appointed by the Secretary of the Interior. The Secretary may not appoint Federal officers or employees to the Review Committee. Three members are appointed from nominations submitted by Indian tribes, Native Hawaiian organizations, and traditional Native American religious leaders. At least two of these members must be traditional Indian religious leaders. Three members are appointed from nominations submitted by national museum or scientific organizations. One member is appointed from a list of persons developed and consented to by all of the other members.

Members serve as Special Government Employees, which requires completion of annual ethics training. Members are appointed for 4-year terms and incumbent members may be reappointed for 2-year terms. The Review Committee's work takes place during public meetings. The Review Committee normally meets in person two times per year, normally for two or three days. The Review Committee may also hold one or more public teleconferences of several hours duration.

Review Committee members serve without pay but shall be reimbursed for each day the member participates in Review Committee meetings. Review Committee members are reimbursed for travel expenses incurred in association with Review Committee meetings (25 U.S.C. 3006(b)(4)). Additional information regarding the Review Committee, including the Review Committee's charter, meeting protocol, and dispute resolution procedures, is available on the National NAGPRA

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
California State Office
2800 Cottage Way, W-1928
Sacramento, CA 95825

TAKE PRIDE IN AMERICA

In reply refer to: 1610-5.G.1.4

Dear Reader:

Enclosed is the Proposed Land Use Plan Amendment (LUPA) and Final Environmental Impact Statement (FEIS) for the Desert Renewable Energy Conservation Plan (DRECP). The Proposed LUPA/FEIS was prepared by the Bureau of Land Management (BLM) in consultation with the United States Fish and Wildlife Service, the California Energy Commission, the California Department of Fish and Wildlife, and other government agencies and organizations, and affected tribal governments, taking into account public comments received during this planning effort. The purpose of the Proposed LUPA is to amend the California Desert Conservation Area (CDCA) Plan, and the Bakersfield and Bishop Resource Management Plans (RMPs) to provide a streamlined process for the development of utility-scale renewable energy generation and transmission consistent with federal and state renewable energy targets and policies, while simultaneously providing for the long-term conservation and management of special-status species and vegetation types as well as other physical, cultural, scenic, and social resources within the Plan area.

Pursuant to BLM's planning regulations at 43 CFR 1610.5-2, any person who participated in the planning process for this Proposed LUPA and has an interest which is or may be adversely affected by the planning decisions may protest approval of the planning decisions contained therein. The Proposed LUPA and FEIS are open for a 30-day protest period beginning on the date the Environmental Protection Agency published the notice of receipt of the FEIS containing the LUPA in the Federal Register.

For further information on filing a protest, please see the accompanying protest regulations in the pages that follow (labeled as Attachment 1). The regulations specify the required elements of your protest. Take care to document all relevant facts. As much as possible, reference or cite the planning documents or available planning records (e.g. meeting minutes or summaries, correspondence, etc.).

Emailed protests will not be accepted as valid protests unless the protesting party also provides the original letter by either regular mail or overnight delivery postmarked by the close of the protest period. Under these conditions, the BLM will consider the emailed protest as an advance copy and will afford it full consideration. If you wish to provide the BLM with such advance notification, please direct emailed protests to: protest@blm.gov.

All protests must be in writing and mailed to one of the following addresses:

Regular Mail:	Overnight Delivery:
Director (210)	Director (210)
Attn: Protest Coordinator	Attn: Protest Coordinator
P.O. Box 71383	20 M Street SE, Room 2134LM
Washington, D.C. 20024-1383	Washington, D.C. 20003

All protests must be postmarked on or before the close of the protest period. The protest period will close 30 days after the date the Environmental Protection Agency published notice of the receipt of the FEIS containing the LUPA in the Federal Register. The protest period will be posted online at www.drecp.org.

Before including your address, phone number, email address, or other personal identifying information in your protest, be advised that your entire protest – including your personal identifying information – may be made publicly available at any time. While you can ask us in your protest to withhold from public review your personal identifying information, we cannot guarantee that we will be able to do so.

The BLM Director will make every attempt to promptly render a decision on each protest. The decision will be in writing and will be sent to the protesting party by certified mail, return receipt requested. The decision of the BLM Director shall be the final decision of the Department of the Interior on each protest. Responses to protest issues will be compiled and formalized in a Director's Protest Resolution Report made available following issuance of the decisions.

Upon resolution of all land use plan protests, the BLM will issue a Record of Decision (ROD). The ROD will be available to all parties at www.drecp.org.

Sincerely,

Thomas Pogacnik
Deputy State Director, BLM California

Attachment 1

Protest Regulations

[CITE: 43CFR1610.5-2]

TITLE 43--PUBLIC LANDS: INTERIOR
CHAPTER II--BUREAU OF LAND MANAGEMENT, DEPARTMENT OF THE INTERIOR
PART 1600--PLANNING, PROGRAMMING, BUDGETING--Table of Contents
Subpart 1610--Resource Management Planning
Sec. 1610.5-2 Protest procedures.

(a) Any person who participated in the planning process and has an interest which is or may be adversely affected by the approval or amendment of a resource management plan may protest such approval or amendment. A protest may raise only those issues which were submitted for the record during the planning process.

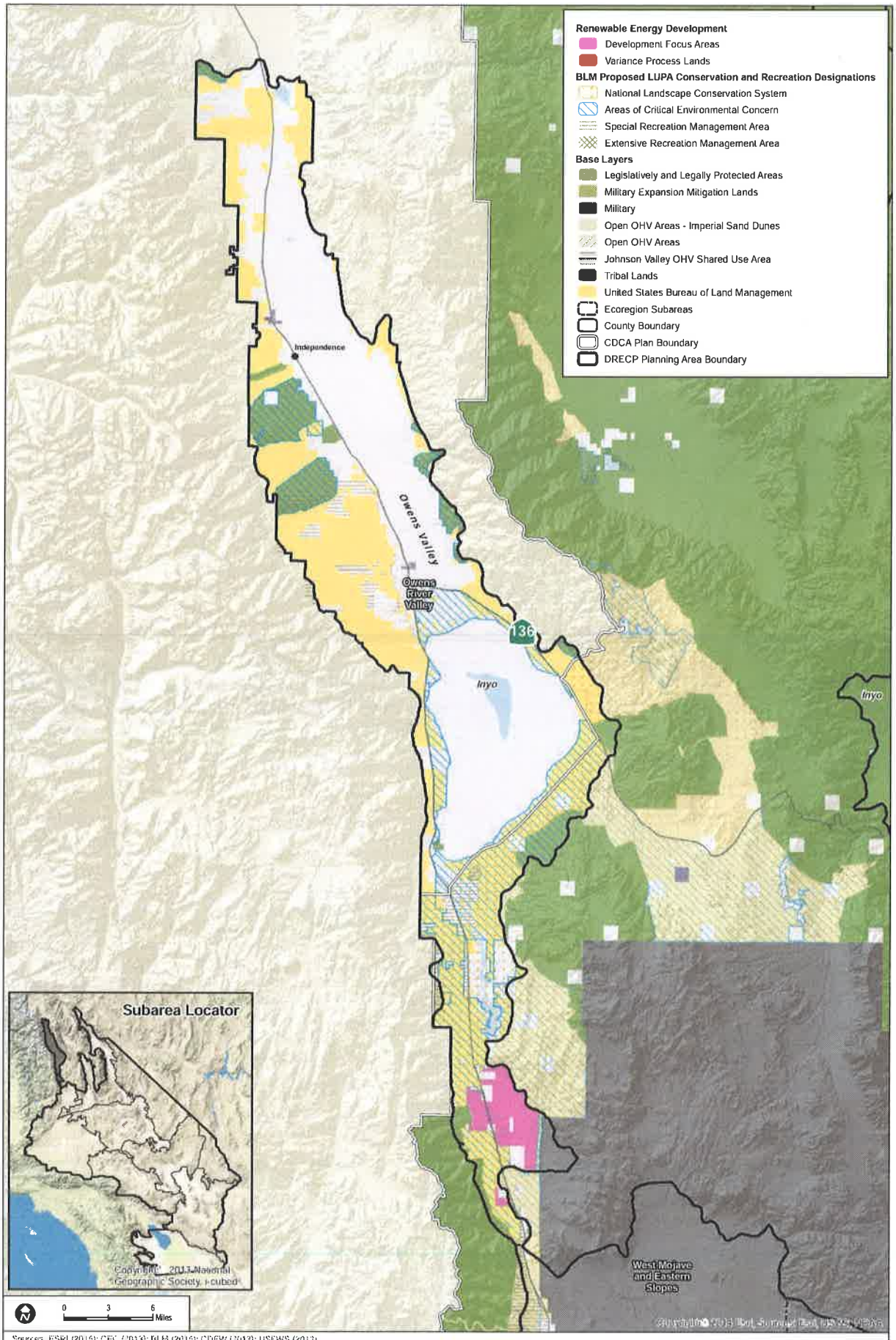
(1) The protest shall be in writing and shall be filed with the Director. The protest shall be filed within 30 days of the date the Environmental Protection Agency published the notice of receipt of the final environmental impact statement containing the plan or amendment in the Federal Register. For an amendment not requiring the preparation of an environmental impact statement, the protest shall be filed within 30 days of the publication of the notice of its effective date.

(2) The protest shall contain:

(i) The name, mailing address, telephone number and interest of the person filing the protest;
(ii) A statement of the issue or issues being protested;
(iii) A statement of the part or parts of the plan or amendment being protested;
(iv) A copy of all documents addressing the issue or issues that were submitted during the planning process by the protesting party or an indication of the date the issue or issues were discussed for the record; and
(v) A concise statement explaining why the State Director's decision is believed to be wrong.

(3) The Director shall promptly render a decision on the protest.

(b) The decision shall be in writing and shall set forth the reasons for the decision. The decision shall be sent to the protesting party by certified mail, return receipt requested. The decision of the Director shall be the final decision of the Department of the Interior.

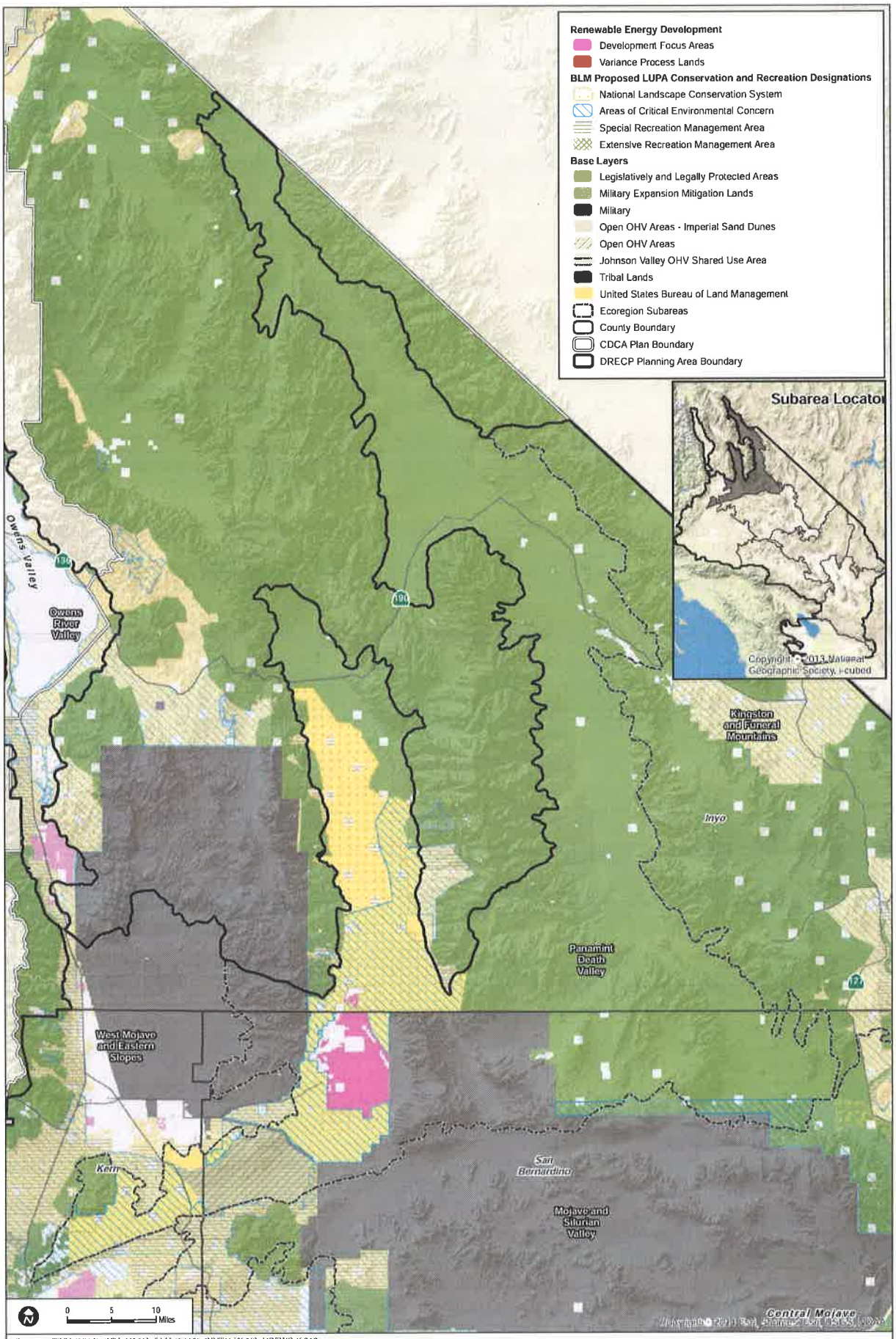


Sources: ESRI (2015); CEC (2013); BLM (2015); CDFW (2013); USFWS (2013)

FIGURE G.1-1f

Preferred Alternative - Owens River Valley Ecoregion Subarea

Attachment 3



Sources: ESRI (2015); CEC (2015); BLM (2015); CDFW (2013); USFWS (2013)

FIGURE G.1-1g

Preferred Alternative - Panamint Death Valley Ecoregion Subarea

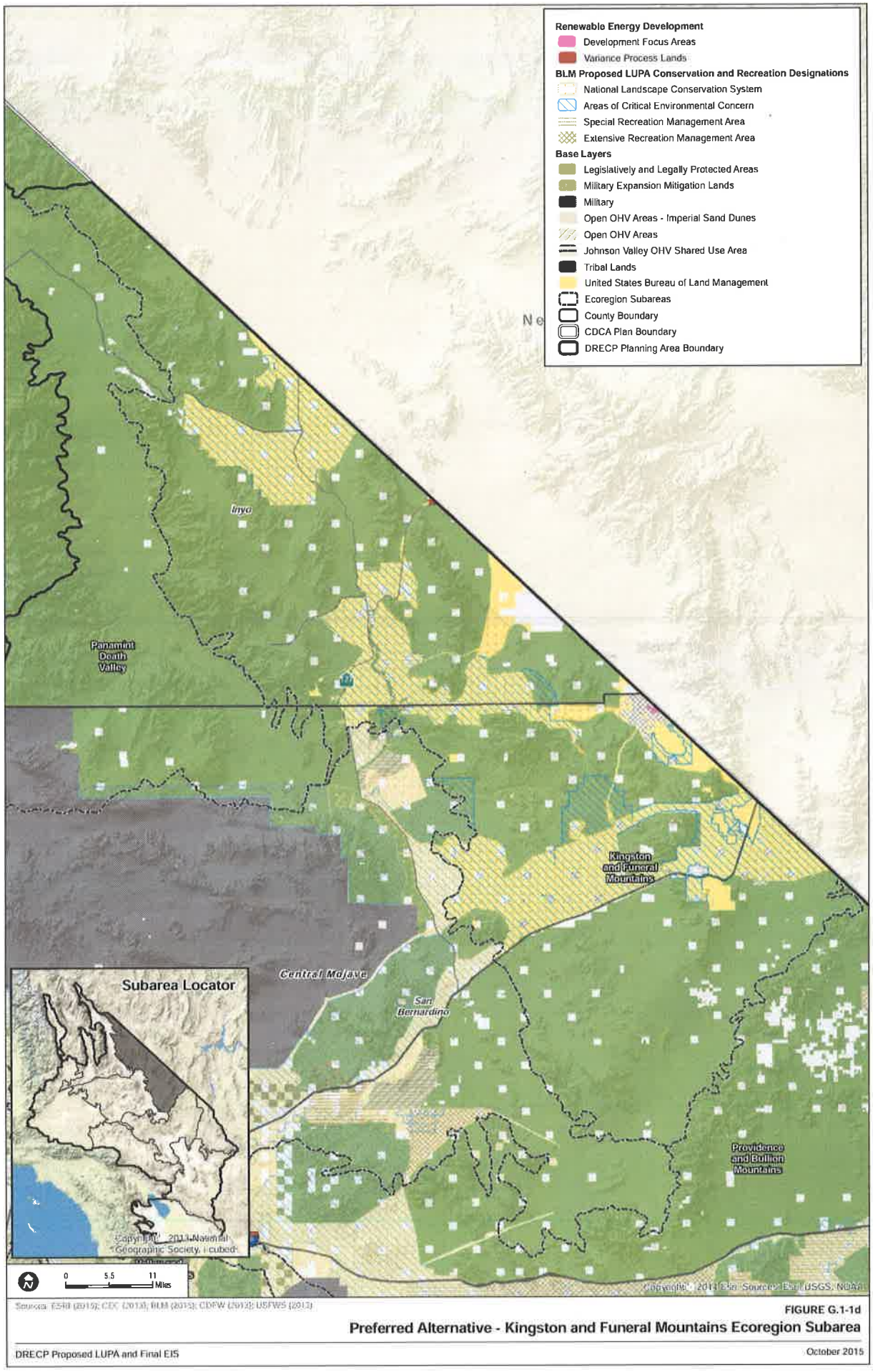
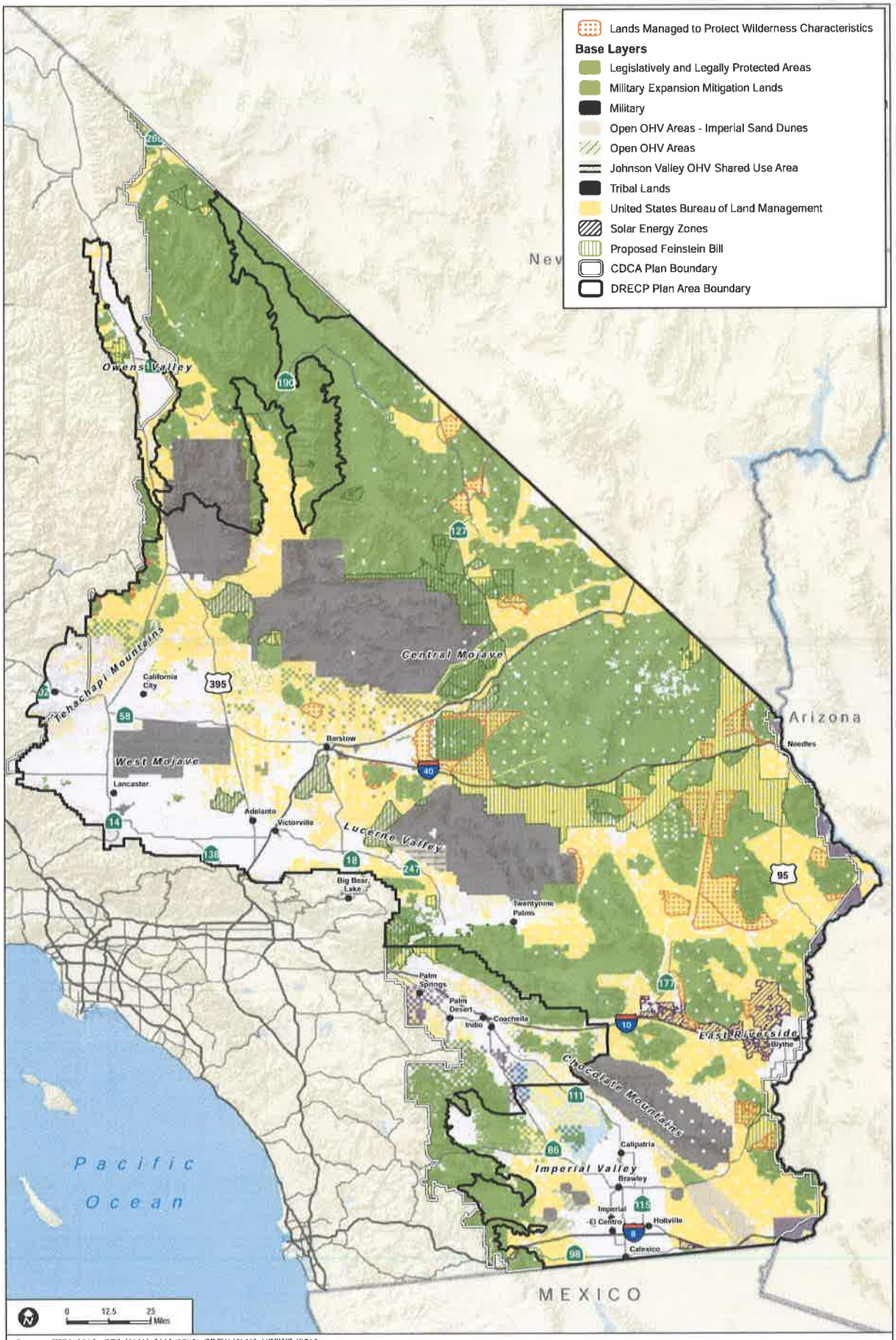


FIGURE G.1-1d

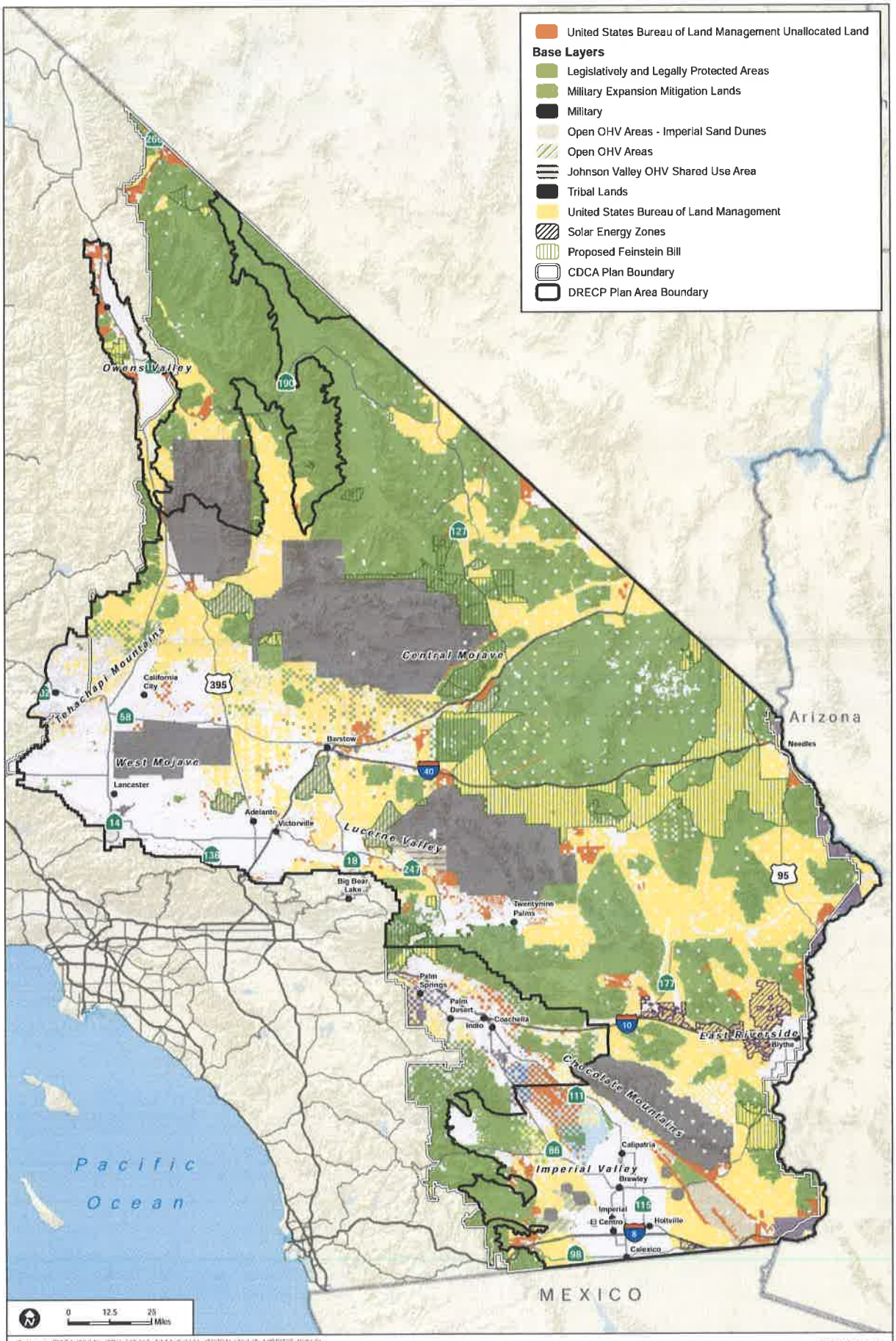
Preferred Alternative - Kingston and Funeral Mountains Ecoregion Subarea



Sources: ESRI (2015); CEC (2013); BLM (2015); CDFW (2013); USFWS (2013)

FIGURE II.3-5

Preferred Alternative - Lands with Wilderness Characteristics



Sources: ESRI (2015); CEC (2013); BLM (2015); CDFW (2013); USFWS (2013)

FIGURE II.3-8

Preferred Alternative - Unallocated Lands

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

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

FROM: Administration, Risk Management

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Approval of Contract for Legal Services – Civil Litigation

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Contract between the County of Inyo and Porter Scott, A Professional Corporation, (Carl Fessenden, Esq., Contact) for the provision of Civil Litigation Attorney Services for the period of December 9, 2015 through June 30, 2016, at the rate of $220.00 per hour and with a contract limit of $100,000; and authorize the Chairperson to sign the Contract.

SUMMARY DISCUSSION:

In order to provide the County with continued advice and representation in specialized civil litigation after the retirement from trial court litigation of John Kirby, Esq., it is recommended that the County contract with the Law Offices of Porter Scott, a Professional Corporation, (Carl Fessenden, Esq., Contact) for a continuation of these legal services. Porter-Scott and Mr. Fessenden, who is a senior attorney and shareholder of Porter-Scott, were highly recommended by the CSAC Excess Insurance Authority as a firm, and with respect to Mr. Fessenden, individually, as attorneys who are highly experienced, skilled and competent in public entity defense matters, and whose services should contribute significantly to the County's continued ability to successfully defend itself and its officers and employees in a variety of routine, as well as complex and highly specialized, public entity litigation.

ALTERNATIVES:

The County could decline to approve the Agreement with Porter Scott, A Professional Corporation, and attempt to find other legal counsel to assist the County in these matters.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for the recommendation of this Contract for $100,000 is paid out of the County's Liability Trust Account Budget #500903.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 11-30-15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 11/30/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) L. Cervinchio by M. Burke Approved: ✓ Date 11-15-15

DEPARTMENT HEAD SIGNATURE: L. Cervinchio by M. Burke Date: 11-15-15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL COPORATION
FOR THE PROVISION OF LEGAL SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from December 9, 2015 to June 30, 2016, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel

and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $100,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

COUNTY OF INYO:
County Administrator, Risk Management Department
163 May Street Street
Bishop, CA 93514 City and State

CONTRACTOR:
Carl Fessenden, Esq.
PORTER SCOTT, A PROFESSIONAL CORP. Name
350 University Avenue, Suite 200 Street
Sacramento, CA 95825 City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

Carl Fessenden
Type or Print Name

Dated: 11/25/15

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND PORTER SCOTT, A PROFESSIONAL CORPORATION FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: December 9, 2015 to June 30, 2016

SCOPE OF WORK:

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.

2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.

3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.

4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.

5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.

6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND PORTER SCOTT, A PROFESSIONAL CORPORATION FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: December 9, 2015 to June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

Partner: $220.00/hour
Associate: $205.00/hour
Paralegal $100/hour
Travel: $125/hour

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds $2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at $0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: December 9, 2015 to June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: December 9, 2015 to June 30, 2016

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 8, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
28

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING December 8, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 8, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
30

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 8, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 8, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

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

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - ***CLERK OF THE BOARD*** - Request approval of the minutes of the November 17, 2015 Board of Supervisors Meeting.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
33

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing
☒ Schedule Time For ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: December 8, 2015

SUBJECT: Request Board receive a presentation on the status of Rural Desert Southwest Brownfields Coalition activities across the Coalition area and in Inyo County; community activities and sites to be assessed will be discussed.

DEPARTMENTAL RECOMMENDATION:

Request the Board review community activities and discuss sites to be assessed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2014, Nye County expanded the RDSBC to include Mineral County; original member-counties include Esmeralda, Lincoln, and White Pine Counties in Nevada, and Inyo County, California. The EPA awarded the RDSBC a $600,000 Brownfields Coalition Assessment Grant to identify and assess brownfields across the Coalition area and to conduct area wide planning to support brownfields redevelopment. A presentation on the progress thus far will be given. Coalition and Inyo County activities will be discussed as well as potential brownfield sites in the Coalition area.

Moving forward under the new grant, the RDSBC will continue developing the abatement and reuse plan for the PPG Plant and will continue to work with the County to develop a Memorandum of Agreement to complete the Phase II Assessment on the Mt. Whitney Fish Hatchery and move forward with abatement and redevelopment of the site. County staff will also continue working with the RDSBC to identify additional sites in Inyo County for assessment, cleanup, and redevelopment.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:
US Environmental Protection Agency
Nye County
White Pine County
Esmeralda County
Lincoln County
Mineral County
Additional agencies may be identified through the site selection process.

FINANCING:
The grant is being administered by Nye County and BEC Environmental, Inc., which are preparing documents, reports, and assessment under the grant in consultation with the other Coalition counties' staff.

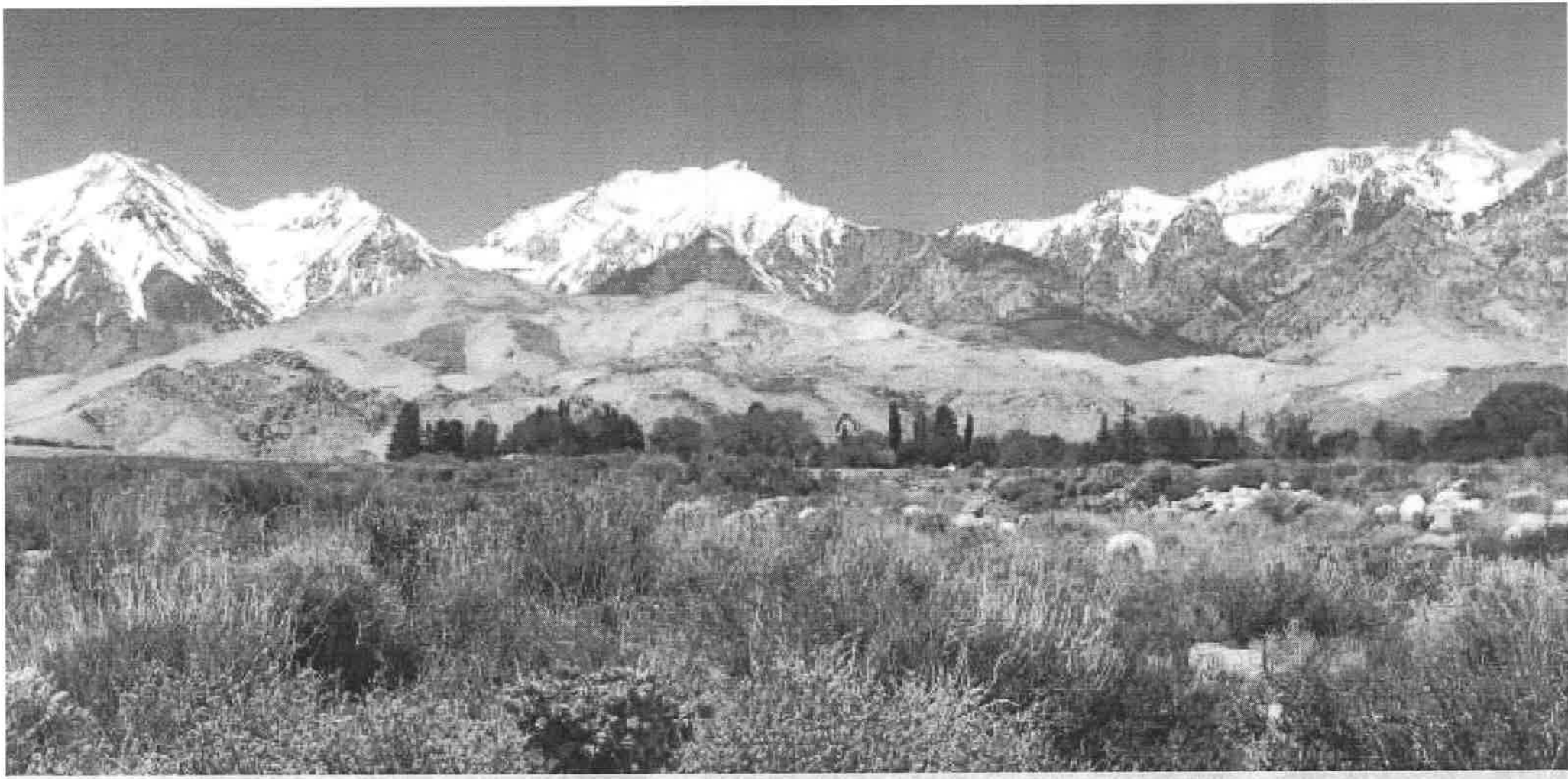
Inyo County staff's participation in executing the grant in being absorbed by existing staffing levels and resources with General Fund resources, although travel costs to Coalition meetings and the conferences are reimbursed by the grant.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 12/1/15

Attachments:

- Presentation



Rural Desert Southwest Brownfields Coalition (RDSBC)

Presentation to the Inyo County Board of Supervisors

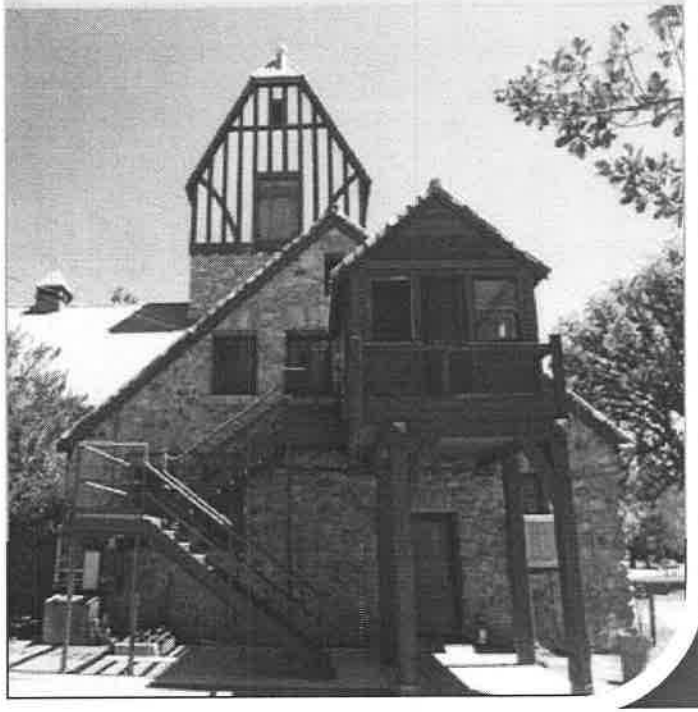
December 8, 2015

The RDSBC

The Rural Desert Southwest Brownfields Coalition (RDSBC), comprised of six counties across two states, was formed to address the environmental and economic development needs of the member-counties.

EPA awarded the RDSBC a $600,000 Brownfields Coalition Assessment grant in 2014 to identify and assess brownfields across the Coalition area and to conduct area wide planning to support brownfields redevelopment.

Inyo County Brownfields



Coalition Members

Five Member Coalition

- Esmeralda County, Nevada
- Inyo County, California
- Lincoln County, Nevada
- Mineral County, Nevada
- Nye County, Nevada
- White Pine County, Nevada

Goals and Objectives

GOALS: The following are the primary goals of the Coalition members that provide the framework for the Coalition program:

- Protect the health and welfare of the population
- Protect the environment
- Promote economic development and job creation
- Promote economic development and diversification through water-efficient renewable energy, testing and manufacturing facilities, innovative agriculture, and tourism opportunities

Inyo County Brownfields

Measures of Success

Measures	Grant Goals (2014-2017)	RDSBC Actual	Inyo Actual
Site List	3 (1 initial list and 2 annual updates)	1	1
Site eligibility forms completed (by parcel)	20	1	-
ACRES Forms (by parcel)	18	-	-
Property Fact Sheets	18	-	-
Phase I ESAs (by parcel)	18	-	-
Sampling and Analysis Plans (by parcel)	4	-	-
Phase II ESAs (by parcel)	4	1	-
Clean-up/Reuse plans	4	-	-
Area Wide Plan	1	-	-
Updated Coalition Maps	14 (1 area-wide, 6 Mineral County, 7 for each of the other counties)	1	1
Institutional Control	1 (including a report on the impact of the IC)	-	-
Redevelopment activities (by parcel)	N/A	-	-
Website Updates	12	1	1
Quarterly Meeting Agendas and Minutes	12	2	2
Public Outreach Meetings	18	1	1
Communication Plan/Public Outreach Plan	1	-	-

Mt. Whitney Fish Hatchery

Location: Independence, California

Description: The site is currently under the stewardship of the Friends of Mt. Whitney Fish Hatchery, and the California Department of Fish and Wildlife no longer maintains active operations at the site. The Friends of Mt. Whitney Fish Hatchery oversees the site and intends to purchase the site and then donate it to Inyo County. Records show the current site owner, the State of California, has owned this property since the early 1900s.

Challenge: The site was nearly destroyed in a 55,000 acre wildfire in July 2007 that stopped just yards from the site. Then, in July 2008, a heavy thunderstorm on the burned area brought a wall of mud and ash down the Sierras into Oak Creek. The mud flow went through the hatchery site, depositing a four foot layer of mud and debris throughout the grounds of the hatchery. A Phase I completed as part of the RDSBC program identified several possible contaminants including asbestos and petroleum based products.

Accomplishments: The RDSBC has made progress in moving the Mt. Whitney Fish Hatchery site towards cleanup. To date the RDSBC has successfully:

- Entered the Mt. Whitney Fish Hatchery site into the RDSBC program
- Completed the Phase I Environmental Site Assessment
- Completed the Sampling and Analysis Plan

Current Activities: The RDSBC is working with the California Department of Fish and Wildlife to identify options for moving forward with site activities.

COUNTY OF INYO
CALIFORNIA

PPG Industries Bartlett Plant

Location: Cartago, California

Description: The property has had two known uses. The Pittsburgh Plate Glass (PPG) Bartlett Industries owned and operated a salt extraction facility on the property until 1958, and the current owner used one of the on-site buildings as a small office and assembly facility for mechanical heart components. The subject site has been named as a possible location for a visitor center for the Owens Dry Lake to be operated by Inyo County.

Challenge: Redevelopment plans for the subject site have been hampered by the stigma associated with the property being the former PPG plant.

Accomplishments: The RDSBC has made progress in moving the PPG Industries Bartlett Plant site towards cleanup. To date the RDSBC has successfully:

- Entered the PPG Industries Bartlett Plant site into the RDSBC program
- Worked with the property owner to coordinate assessment and cleanup efforts
- Completed the Phase I and Phase II Environmental Site Assessments

Current Activities: The RDSBC is preparing an abatement plan (abatement funding may be provided through the California Revolving Loan Fund program).

EPA National Brownfields Conference

RDSBC representatives and their contracted Qualified Environmental Professional attended the 2015 EPA National Brownfields Conference in Chicago, Illinois on September 2-4, 2015.

During the Conference, one on-camera interview and three presentations were given. The presentations included a presentation to EPA Region 9 about Solar Energy in Nye County, a round-table presentation on Regional Coalition Development, and a learning lounge presentation on the assessment and redevelopment of the Pink Motel.

EPA National Brownfields Conference

Additionally, a new coalition map was developed and used as a display at the Economic Redevelopment Forum, and a sticker was designed for use as a promotional item for the RDBSC, not only at the Conference, but at public events in the future.

RDSBC Website

The RDSBC website was created as a resource for the public and coalition members. The website provides a variety of information including:

- An overview of the RDSBC, brownfields, and renewable energy factors in the RDSBC
- An overview of each county and county-specific renewable energy factors
- Detailed information and documentation for each brownfields site participating in the RDSBC
- RDSBC meeting information
- News on upcoming brownfields events

http://www.rdsbc.org/

Inyo County Brownfields

Stakeholder Participation

Participation by community members is the most effective method to identify sites that have the greatest potential to benefit the community through assessment, cleanup, and redevelopment.

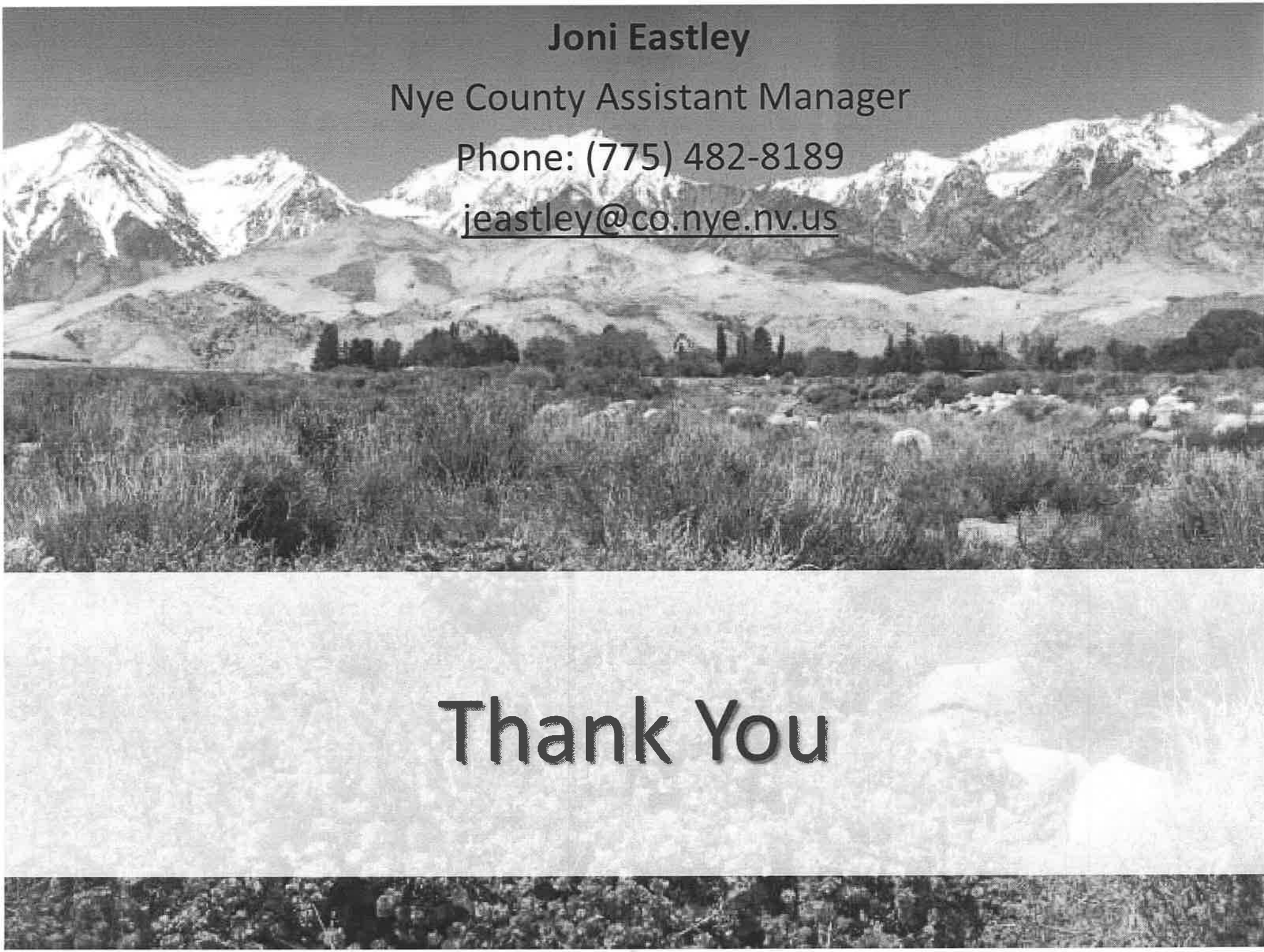
The RDSBC welcomes input on potential brownfields sites by the public, community organizations, and community leaders. It is through this collaboration that the RDSBC will provide the most assistance to communities and the program will achieve the most success.

Inyo County Brownfields

Questions

?

Inyo County Brownfields


Joni Eastley
Nye County Assistant Manager
Phone: (775) 482-8189
jeastley@co.nye.nv.us
Thank You

MT. WHITNEY CEMETERY DISTRICT
P.O. Box, Lone Pine, CA 93545 (760-876-1863)

RESOLUTION NUMBER 1-2015

RESOLUTION OF THE MT. WHITNEY CEMETERY DISTRICT REGARDING INCREASE IN THE NUMBER OF TRUSTEES FOR THE DISTRICT

On Motion of Irene Kritz, and seconded by Chris Langley, the following resolution is adopted on October 21, 2015:

IT IS RESOLVED AND ORDERED that the current Trustees of the Mt. Whitney Cemetery District, Lone Pine, CA, have decided that the District should have five (5) instead of three (3) Trustees to represent the Cemetery District, effective as soon as the two additional trustee positions can be filled following the proper procedures. This will assure that a majority of Trustees are available for monthly Board meetings so that regular meetings do not have to be cancelled, and thus guaranteeing continued oversight and timely decision-making related to issues and projects pertinent to the Cemetery.

DATE: 10/21/15 Ayes: 3 Noes: 0

Abstain 0

Chris Langley, Trustee

Irene Kritz, Trustee

Tom Noland, Trustee

MT WHITNEY CEMETERY DISTRICT
P.O. Box 1202
120 S. Main St., #2, Lone Pine, CA 93545
(760) 876-1863

BOARD OF TRUSTEES MEETING MINUTES
OCTOBER 21, 2015
Location of meeting: 120 Main St., #2, Lone Pine, CA

The meeting was called to order at 9:00 AM at the Mt. Whitney Cemetery office, notice having been posted in accord with the Brown Act.

Present: Chris Langley, Trustee and Chairman
Irene Kritz, Trustee
Tom Noland, Trustee
Linda Haun, Manager

PUBLIC COMMENTS: No one from the public was present.

MINUTES

Tom moved that the Minutes of the July meeting be approved. Irene seconded the motion and they were accepted unanimously.

FINANCIAL

A. The Trustees reviewed the warrants since the last meeting.

B. The Profit and Loss Statement for July, August and September was reviewed and approved by unanimous vote. It was noted by Chris that these months together produced a profit of $ 2,106 due to funerals and reduced costs.

C. Linda announced that it was time for the annual audit and that she had provided requested materials to the County Auditor in a timely manner.

D. It was noted that the electrical savings on the water well pump that was replaced in 2011 has averaged $557 per summer for the last 4 summers, and that in 9 more years the cost of the replacement will have been made up.

E. Linda reported the cost of the new pipeline from Section 2, through Section 6 and up to the new Section 7 at the back of the cemetery. Materials came to $708 and labor was $360, as it had to be hand dug by extra labor due to its location. Because this allows for a drip system to be installed next spring, it will reduce water usage as well as assure the continued health of the plantings in the gardens.

F. Linda has attempted to find a cheaper source for the burial vaults used by the cemetery, but Polyguard is still the cheapest, even with the high cost of delivery by truck.

MANAGER'S REPORT

A. Recent funerals have been one a month July through October, and presale activity is increasing.

B. Linda gave the Trustees a copy of the Market Valuation 6/30/15 from the Inyo Treasury.

C. Linda reported that the phone bill is now $14.40 less each month due to her changing the monthly plan and eliminating call forwarding which is not used.

D. Linda reported that she had arranged for Boy Scouts led by Joel Whitney to be at the main cemetery to weed Section 1 and 2 this Saturday, on a voluntary basis.

OLD BUSINESS

A. The expansion of the main cemetery has moved to the next stage where the ground now needs to be graded. Tom Noland suggested several sources for this, since the town entity that Linda has been trying to contact will not return her calls. It may therefore be necessary to search further afield, even if this increases the cost. Robert is going to check with Barnard Construction to see if they might do the work for us. Linda showed the Trustees her scale drawing of the grave layout for this new section, which allows for 96 regular full burials and 20 green burials.

The next step when the grading has been completed will be to install the fencing.

It was noted that between this new section for full burials, and The Serenity Gardens for cremation burials, as well as both sections accepting green burials, the cemetery's obligations to the public will be covered for the next 100 years.

B. The Trustees and management reviewed again the written procedures and pricing for selling a limited number of new burial sites (both full and cremation) at the historic Pioneer Cemetery.

After discussion ended, Chris made a motion, seconded by Tom, that the procedures dated 11/1/15 be accepted by the Board, to be announced in the next newsletter to be sent out to the public. The motion passed unanimously.

C. The Trustees and management reviewed again the written procedures that include pricing, along with the authorization form, for doing green burials at the Mt. Whitney Cemetery. It was noted that this method of burial is gaining popularity, and that Jeff at the Mt. Whitney Funeral Home as well as Linda, have received several inquiries, and no one else in the valley is doing them.

After discussion, Irene made a motion seconded by Tom, that the procedures and application form dated 11/1/15 be accepted. The motion passed unanimously.

D. Linda reported that the new signs for the individual cremation burial gardens within Section 6, also known as The Serenity Gardens, are being installed.

NEW BUSINESS

A. Irene raised the issue that the Board has averaged only 5 meetings a year for the past two years, due to the busy and diverse schedules of the three (3) Board members. She suggested that the number of Board Trustees be increased to five (5) in accordance with Health and Safety Code for cemeteries 9025 (a) and (b). She said this will assure a majority of Trustees available to allow a greater number of meetings each year, especially considering the projects the cemetery is currently involved in. Discussion followed.

A motion was made by Irene and seconded by Chris that an increase in the number of Trustees, from three (3) to five (5), be adopted by the Board of the Mt. Whitney Cemetery District. The motion passed unanimously.

A resolution was drawn up and all members signed it this date. It will be submitted to the Board of Supervisors for approval.

B. Linda notified the Trustees of having received from the State the announcement that the Open Meetings Act/Brown Act Reform Mandate has been "redetermined". The notice said "ending reimbursement for the mandate effective Nov. 7, 2012", so it is unclear whether or not the cemetery district will receive any reimbursement for the fiscal years 2005/2006 up to 2012, which are years covered by our previous filings.

C. Linda reported that the "disaster preparedness area" for burials will still be at the same location, only now it will be within the fenced area known as Section 7. After discussion, and a number of questions asked and answered, the Board was satisfied that the cemetery's disaster preparedness plans meet all possible circumstances.

There being no further business, the meeting was adjourned at 11:40 AM.

Next scheduled Board meeting is planned for November 18, 2015, at the new permanent time of 9:00 AM.

Term of 4 years

9024. (a) Except as provided in subdivision (b) of this section, subdivision (c) of section 9023, and subdivision (d) of Section 9026, the term of office for a member of the board of trustees shall be for a term of four years and until the appointment and qualification of the successor. Terms of office commence at noon on the first Monday in January.

Stagger terms

(b) For districts formed before January 1, 2004, where the members of the board of trustees are not serving staggered terms, the board of supervisors shall stagger the terms of the trustees and to accomplish this purpose shall appoint trustees, on or after January 1, 2004, for terms of less than four years. However, a board of supervisors shall not reduce the term of office of a trustee once the trustee has been appointed to that term, whether the appointment was made before, on, or after January 1, 2004.

Fill vacancy

(c) Any vacancy in the office of a member appointed to a board of trustees shall be filled promptly pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

Increase or ecrease number of trustees

9025. (a) A board of trustees may adopt a resolution requesting the board of supervisors of the principal county to increase or decrease the number of members of the board of trustees. The resolution shall specify the number of members for which the board of trustees requests the increase or decrease.

(b) Within 60 days of receiving a resolution adopted pursuant to subdivision (a), the board of supervisors shall consider the resolution at a public hearing. The board of supervisors shall give notice of its hearing by publishing a notice pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation within the jurisdiction of the district at least 10 days before the hearing. In addition, the board of supervisors shall mail the notice at least 10 days before the hearing to the district and any other person who has filed written request for notice with the clerk of the board of supervisors.

(c) At its hearing, the board of supervisors shall receive and consider any written or oral comments regarding the resolution. After receiving and considering those comments, the board of supervisors may adopt a resolution that orders the increase or decrease in the number of members of the board of trustees.

(d) If the board of supervisors adopts a resolution that orders an increase in the number of members of the board of trustees, the board of supervisors shall promptly appoint a person or persons to the board of trustees and specify their term of office, consistent with the requirements of this part. If the board of supervisors adopts a resolution that orders a decrease in the number of members of the board of trustees, the board of supervisors shall designate the trustee or trustees whose office shall be eliminated at the termination of the trustee's current term of office. Any trustee whose office is designated to be eliminated shall continue to serve until his or her term expires.

9026. (a) The board of supervisors of the principal county may appoint itself to be the board of trustees of a district and the board of supervisors may divest itself of that authority, pursuant tothis section.

(b) In the case of a district that has a board of trustees appointed by the board of supervisors, the board of supervisors may adopt a resolution declaring its intention to appoint itself to be the board of trustees of the district. In the case of a district where the board of supervisors has appointed itself to be the board of trustees, the board of supervisors may adopt a resolution declaring its intention to divest itself of that authority.

(c) Within 60 days of adopting a resolution adopted pursuant to subdivision (b), he board of supervisors shall hold a public hearing on the question whether the board of supervisors should govern the district. The board of supervisors shall give notice of its hearing by publishing a notice pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation within the jurisdiction of the district at least 10 days before the

its purposes.

LAFCO may Approve

(c) Notwithstanding paragraph (2) of subdivision (b) a local agency formation commission may approve a proposal that includes the formation of a district where the commission has determined that the proposed district will not have sufficient revenue, provided that the commission conditions the approval on the approval by the voters of special taxes or approval by the property owners of special benefit assessments that will generate those sufficient revenues. The commission shall provide that if the voters do not approve the special taxes or if the property owners do not approve the special benefit assessments, the proposed district shall not be formed.

(d) If the local agency formation commission approves the proposal for the formation of a district, then, notwithstanding Section 57007 of the Government Code, the commission shall proceed pursuant to Part 4 (commencing with Section 57000) of Division 3 of Title 5 of the Government Code.

(e) Notwithstanding Section 57075 of the Government Code, the local agency formation commission shall take one of the following actions:

(1) If a majority protest exists in accordance with Section 57078 of the Government Code, the commission shall terminate proceedings.

(2) If no majority protest exists, the commission shall either:

(A) Order the formation subject to the approval by the voters.

(B) Order the formation subject to the approval by the voters of a special tax or the approval by the property owners of a special benefit assessment, pursuant to subdivision (c).

(f) If the local agency formation commission orders the formation of a district pursuant to paragraph (2) of subdivision (e), the commission shall direct the board of supervisors to direct county officials to conduct the necessary elections on behalf of the proposed district.

CHAPTER 3. BOARD OF TRUSTEES

At least three Trustees

9020. A legislative body of at least three members known as the board of trustees shall govern every district. The board of trustees shall establish policies for the operation of the district. The board of trustees shall provide for the faithful implementation of those policies which is the responsibility of the employees of the district.

Appoint within 30 days

9021. Within 30 days after the effective date of the formation of a district, a board of trustees shall be appointed as follows:

(a) In the case of a district that contains territory in a single county, the board of supervisors shall appoint three or five persons to the board of trustees.

(b) In the case of a district that contains territory in more than one county, the board of supervisors of the principal county shall appoint three or five persons from any county in which the district is located to the board of trustees.

Trustee shall be voter of district

9022. (a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in the district.

Represent interest of public

(b) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this part. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors that appointed them.

Meet on first Monday

9023.(a) The initial board of trustees of a district formed on or after January 1, 2004, shall be determined pursuant to this section.

(b) The persons appointed to the initial board of trustees shall meet on the first Monday after 45 days after the effective date of the formation of the district.

(c) At the first meeting of the initial board of trustees, the trustees shall classify themselves by lot into two classes, as nearly equal as possible. The term of office of the class having the greater number shall expire at noon on the first Monday in January that is closest to the fourth year from the appointments made pursuant to Section 9021. The term of office of the class having the lesser number shall expire at noon on the first Monday in January that is closest to the second year from the appointments made pursuant to Section 9021.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, INCREASING THE NUMBER OF MEMBERS OF THE MOUNT WHITNEY CEMETERY DISTRICT BOARD.

WHEREAS, Health and Safety Code section 9025 provides that a cemetery board of trustees may by resolution ask their county Board of Supervisors to increase or decrease the number of members of the cemetery board of trustees; and

WHEREAS, the Mount Whitney Cemetery District Board of Trustees (Trustees) has determined increasing the number of Trustees from three (3) to five (5) would assure that a majority of the Trustees would be available for monthly Board meetings relieving the need to cancel meetings for a lack of quorum, which would provide continued oversight and timely decision-making related to issues and projects pertinent to the Cemetery; and

WHEREAS, on October 21, 2015, the Mount Whitney Cemetery District Trustees unanimously approved Resolution Number 1-2015 seeking to increase the number of Trustees [Resolution 1-2015 is attached hereto and incorporated herein by this reference.], for which the approval of the Inyo County Board is required; and

WHEREAS, notice has been given as required by Health and Safety Code section 9025; and

WHEREAS, consistent with Health and Safety Code section 9024 (b) the term of office for the new Trustees shall be staggered with those of the existing Trustees and run initially from December 8, 2015 through May 31, 2019 and thereafter for four years each term;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby orders that the number of members on Mount Whitney Cemetery Board of Trustees shall be increased by two (2) members with terms running initially from December 8, 2015 through May 31, 2019 and every four (4) years thereafter.

PASSED AND ADOPTED this 8th day of December 2015 by the following vote of the Inyo County Board of Supervisors:

_____
Matt Kingsley, Chairperson
Inyo County Board of Supervisors

AYES:
NOES:
ABSTAIN:
ABSENT:
ATTEST:

Kevin Carunchio, Clerk of the Board

By:_____
Patricia Gunsolley, Assistant

October 14, 2015

Inyo County Board of Supervisors
PO Box N
Independence, CA 93526

Dear Board;

I am applying for one of the vacated volunteer positions on the Mt. Whitney Cemetery Board of Trustees.

I have worked for the Lone Pine Chamber of Commerce for many years. I am interested in the cemetery position because I am interested in the people who live here and want to be of service to them. Also, there are several projects that the cemetery district is planning that I would like to help them accomplish.

Thank you for your consideration.

Sincerely,

Linda Duarte

Linda Duarte
PO Box 545
Lone Pine CA 93545

RECEIVED
2015 OCT 29 PM 4:34
INYO COUNTY
ADMINISTRATIVE
CLERK OF THE BOARD

RECEIVED
2015 OCT 26 PM 3:40
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

October 27, 2015

Board of Supervisors
Inyo County

To Whom It May Concern:

I would like to apply as a trustee on the Mt. Whitney Cemetery Board of Directors. Although I understand that many years ago people were paid to be on the board, I do not want to receive any money for my time.

For several years now I have acted as the cemetery's historian, assisting with the research necessary to locate information on people buried at the cemetery but with no records in the files. I have also made replacement wooden markers for the historic section of the main cemetery and the renovation of the Pioneer Cemetery.

I have also attended some of the meetings to report on my volunteer activities. This has allowed me to become familiar with the procedures and goals of the Cemetery District. I would like to be even more involved, as this will be my final resting place too.

Thank you.

Marlene Cierniak

P.O. Box 112
Lone Pine, CA 93545