

# 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 6, 2016

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

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (two cases).
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, Senior Deputy County Administrator Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code Section 54956.8)** – Property: APN 010-490-08, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development, LLC. Under negotiations: price and terms of payment.

#### **OPEN SESSION**

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Alisa Rodriguez, Health and Human Specialist III, HHS; Sally Faircloth, Office Clerk III, HHS; Denver Brown, Equipment Operator, Public Works; Bodie Kruse, Equipment Operator, Road Department; and Steve Loven, Airport Tech, Public Works.
9. **PRESENTATION** – Inyo County Superintendent of Schools Lisa Fontana, PhD, will give a brief presentation on the ICSOS' One Million Acts of Kindness Campaign.

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

10. **CLERK-RECORDER-REGISTRAR OF VOTERS**

Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Presidential General Election held November 8, 2016 and declare elected those officials under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

**COUNTY ADMINISTRATOR**

11. Request Board approve Amendment No. 10 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract an additional 18 months to June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and the Board's adoption of future budgets.
12. **Personnel** – Request Board ratify and approve the July 1, 2016 to June 30, 2019 Memorandum of Understanding between the County of Inyo and the Deputy Sheriff's Association and authorize the Chairperson to sign.
13. **Public Defender** – Request Board approve the following amendments for public defender services: A) Amendment No. 1 between the County of Inyo and Sophie C. Bidet for the Provision of Professional Services as a Public Defender (Misdemeanors – North County), extending the end date to June 30, 2020 and increasing the contract amount by \$432,000, pending adoption of future budgets, and authorize the Chairperson to sign; B) Amendment No. 1 between the County of Inyo and Kristine L. Eisler for the Provision of Professional Services as a Public Defender (Felonies), extending the end date to June 30, 2020 and increasing the contract amount by \$450,000, pending adoption of future budgets, and authorize the Chairperson to sign; and C) Amendment No. 1 between the County of Inyo and Josh D. Hillemeier for the Provision of Professional Services as a Public Defender (Misdemeanors – South County), extending the end date to June 30, 2021 and increasing the contract amount by \$540,000, pending adoption of future budgets, and authorize the Chairperson to sign.
14. **Information Services** – Pursuant to the technology refresh initiative, request Board authorize the purchase of 75 desktop computers and 67 laptop computers and associated peripherals from Dell in an amount not to exceed \$138,265.
15. **Information Services** – Request Board approve the renewal of support services for licensed programs referred to as the JALAN Criminal Justice System from Sungard Public Sector, Inc., for the period of December 1, 2016 through November 30, 2016, in an amount not to exceed \$25,313.

**COUNTY ADMINISTRATOR/COUNTY COUNSEL**

16. Request Board approve Amendment No. 6 to the contract between Gregory L. James, Water/Environmental Attorney-Natural Resources, and the County of Inyo, extending the term of the contract an additional 18 months through June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and the Board's adoption of future budgets.

**COUNTY ADMINISTRATOR/PLANNING**

17. Request Board approve Amendment No. 16 to the contract between Gruen Gruen + Associates (GGA) and the County of Inyo, extending the term of the contract an additional 18 months through June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and the Board's adoption of future budgets.

**DISTRICT ATTORNEY**

18. Request Board authorize the E Step for newly hired Legal Secretary II in the District Attorney's Office, authorizing a change from Legal Secretary II, Range 60, Step C (\$3,823), to Range 70, Step E (\$4,216).

19. Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW16150140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2016-2017; B) amend Fiscal Year 2016-2017 Budget Unit 620416 as follows: increase estimated revenue in State Grants (4498) by \$28,164, increase appropriations in Medical Insurance by \$75, increase General Operating Expenses by \$1,791, and vehicle revenue in Vehicles (5655) by \$26,298 (4/5ths vote required); and C) authorize District Attorney Thomas L. Hardy to sign any documentation to accept and utilize the grant on behalf of the County.

#### **HEALTH AND HUMAN SERVICES**

20. Request Board authorize the Department to submit an application for the County Medical Services Program County Wellness and Prevention Pilot Project, for a three-year funding allocation of \$150,000, to be used to support telemedicine infrastructure throughout Inyo County, including in the jail.

#### **PLANNING DEPARTMENT**

21. ***Yucca Mountain Repository Assessment Office*** – Request Board authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for wells and springs monitored in the Amargosa Desert, in the amount of \$8,000.
22. ***Yucca Mountain Repository Assessment Office*** – Request Board: A) certify that \$109,784.30 in funds provided to Inyo County as an Affected Unit of Local Government 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); B) authorize the Chairperson to sign the certification; and C) direct staff to submit the certification to the U.S. Department of Energy.
23. ***Yucca Mountain Repository Assessment Office*** – Request Board authorize the Chairperson to sign the correspondence from Andy Zdon & Associates, Inc. (AZAI) approving assignment of the agreement between the County of Inyo and AZAI for the provision of hydrological consulting services to Partner Engineering & Sciences, Inc.

#### **PUBLIC WORKS**

24. Request Board: A) accept the agreement with the Federal Aviation Administration to pay \$40,535.88 for the commissioning flight inspection of the Precision Approach Path Indicators on Runways 17/35, 12/30, and 08/26 and the Runway End Identifier Lights on Runways 17/35 and 12/30 at Bishop Airport (KBH), Bishop, CA; B) authorize the Public Works Director to sign the agreement, contingent on the appropriate signatures being obtained; and C) authorize the payment of the invoice in advance of the flight inspection.
25. Request Board approve the plans and specifications for the County Buildings Roofing Project and authorize the Public Works Director to advertise and bid the project.
26. Request Board approve Amendment No. 1 to County of Inyo Standard Contract No. 156 between the County of Inyo and Quincy Engineering to increase the amount of the contract \$45,900 for a total not-to-exceed amount of \$140,650, contingent upon the adoption of future budgets, and authorize the Chairperson to sign contingent on the appropriate signatures being obtained.
27. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Independence Airport-Runway 14-32 Pavement Crack Repair, Sealing and Markings Project."

#### **SHERIFF**

28. Request Board: A) declare MorphoTrust USA, Inc. as the sole-source provider for the purchase of a new Livescan Fingerprint machine to be located at the Bishop Police Department and; B) approve the purchase of a new Livescan Fingerprint machine from MorphoTrust USA, Inc., in the amount of \$34,024.84 (includes shipping and tax).

29. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment though an open recruitment may be required if there are no internal candidates; and C) approve the hiring of one full-time Residential Caregiver, Range 53 (\$2,950 - \$3,587).
30. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with the County Administrator and Auditor-Controller; B) whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; C) approve the hiring of one full-time Social Worker IV at Range 73 (\$4,709 - \$5,278) or Psychotherapist at Range 81 (\$5,692 - \$6,921), depending on qualifications; and D) if the candidate is hired as a Social Worker IV (which also serves as a Psychotherapist Intern), authorize the Department to advance the position to Psychotherapist upon completion of internship and meeting California licensure requirements.
31. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an HHS Specialist III position exists in the various non-General Fund HHS and one General Fund 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 for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one HHS Specialist III, Range 57 (\$3,232 - \$3,927).
32. **PUBLIC WORKS – Road Department** – Request Board: A) change the authorized staffing for the Road Department by deleting one (1) Road Maintenance Supervisor position (Range 71) and adding one (1) Equipment Operator Lead position (Range 66); B) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested Equipment Operator Lead position comes from non-General Fund sources and exists in the Road Budget if the Road Maintenance Supervisor position is deleted, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates meet the qualifications for the position, the vacancy should be filled through an internal recruitment; 3) approve the hiring of one (1) full-time Equipment Operator Lead position, Range 66 (\$3,987 - \$4,853); and C) find, upon filling the Equipment Operator Lead position, that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for an Equipment Operator I/II position comes from non-General Fund sources and exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications of the position the vacancy could be filled through an internal recruitment, however there exists a list of qualified applicants from the recent join Road/Solid Waste recruitment that, if used, will add talent to the department; and 3) approve the hiring of one (1) full-time Equipment Operator I/II position, Range 58 (\$3,310 - \$4,027) to Range 60 (\$3,471 - \$4,216).
33. **PUBLIC WORKS – Road Department** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Road Maintenance Supervisor position exists in the Road Budget, certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) authorize an internal recruitment for the position; and C) approve the hiring of one full-time Road Maintenance Supervisor, Range 71 (\$4,493 - \$5,462).
34. **PLANNING** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Associate Planner position exists in the Planning Department General Fund budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an external recruitment is more appropriate; C) approve the hiring of one Associate Planner at Range 74 (\$4,731 - \$5,750), dependent upon qualifications; and D) authorize the filling of an Associate Planner.

35. **PLANNING DEPARTMENT – Yucca Mountain Repository Assessment Office** – Request Board review the Final Supplemental to the U.S. Department of Energy’s Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada; review draft correspondence in regards thereto; and authorize the Chairperson to sign.
36. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
37. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
38. **COUNTY ADMINISTRATOR – Emergency Services** – 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 of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
39. **CLERK OF THE BOARD** – Request approval of the minutes of the regular Board of Supervisors meeting of November 15, 2016.

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

- 11 a.m. 40. **COUNTY ADMINISTRATOR/BOARD OF SUPERVISORS** – Enact the following, per the provisions of Measure I, which was approved by a majority of Inyo County voters on November 8, 2016: “An Ordinance of Inyo County, State of California, Adding Chapter 3.50 to the Inyo County Code Pertaining to Taxes on Commercial Cannabis Businesses.”
- 11 a.m. 41. **PLANNING** – Request Board review Proposition 64, and Inyo County advisory ballot Measures G and H in regard to local marijuana regulation, and direct staff how to move forward in planning for regulating medical and recreational marijuana.

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

42. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE – ACTION**

43. **Planning Department** – Request Board review the Scoping Notice for the Inyo National Forest’s Oak Creek Post-Flood Stream Restoration Project, and potentially direct staff to prepare correspondence in regards thereto and authorize the Chairperson to sign.

**CORRESPONDENCE – INFORMATIONAL**

44. **California Fish and Game Commission** – Copy of the notice of proposed regulatory action relating to the use of dogs in pursuit and take of mammals, which was published in the California Regulatory Notice Register on November 18, 2016.







COUNTY OF INYO, STATE OF CALIFORNIA  
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526  
168 N. Edwards St., Independence, CA

HONORABLE MEMBERS OF THE  
INYO COUNTY BOARD OF SUPERVISORS  
P.O. DRAWER N  
INDEPENDENCE, CA 93526

RE: Statement of All Votes Cast at the November 8, 2016 General Election &  
Declaration of Persons Elected

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Presidential General Election held November 8, 2016. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

Pursuant to Elections Code §10515 and Ed. Code §5326 and §5328, if only one person has filed a Declaration of Candidacy, or if nobody has filed a Declaration of Candidacy, then the supervising authority shall make appointments in lieu of election.

COUNTY

Measure G – Advisory only

Yes (4,250 votes) – 54.56%  
No (3,539 votes) – 45.44%

Measure H – Advisory only

Yes (4,129 votes) – 53.52%  
No (3,586 votes) – 46.48%

Measure I

Yes (4,849 votes) – 64.41% - **Declare passed**  
No (2,679 votes) – 35.59%

## CITY

### CITY OF BISHOP, CITY COUNCIL

Howard John Wu (436 votes) – 15.57%  
Laura Smith (832 votes) – 29.71% - Elected  
Jim Ellis (681 votes) – 24.32% - Elected  
Patricia “Pat” Gardner (839 votes) 29.96% - Elected

### CITY TREASURER

Robert Kimball (1,045 votes) -100% - Elected

## SCHOOLS

### BIG PINE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Denelle Carrington – Appointed in Lieu of Election by the School Governing Board  
Carla R. Bacoeh – Appointed in Lieu of Election by the School Governing Board  
Sandra Lund – Appointed in Lieu of Election by the School Governing Board

### BISHOP UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Steve Elia – Appointed in Lieu of Election by the School Governing Board  
Trina M. Orrill – Appointed in Lieu of Election by the School Governing Board

### DEATH VALLEY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBERS– 4 YEAR TERM

Crystal Joyce Aldrich - Appointed in Lieu of Election by the School Governing Board  
Ethel L. Messer- Appointed in Lieu of Election by the School Governing Board

### DEATH VALLEY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBERS– 2 YEAR TERM

Mandi Campbell - Appointed in Lieu of Election by the School Governing Board

### LONE PINE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Susan Kay Patton (448 votes) – 35.28% - Elected  
Marjianne Yonge (442 votes) – 34.80% - Elected  
Leigh A. Miller (370 votes) – 29.13%

### OWENS VALLEY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Nathan Reade (203 votes) – 38.67% - Elected

Raymond James Naylor-Hunter (39 votes) – 7.43%  
Sandra Anderson (182 votes) – 34.67% - Elected  
Keith Scott Leon (94 votes) – 17.90%

ROUND VALLEY JOINT ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD MEMBER – 4 YEAR TERM

Andrea Johle - Appointed in Lieu of Election by the School Governing Board

TRONA UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER – 4 YEAR TERM

Sandra Kay Sprouse - Appointed in Lieu of Election by the School Governing Board  
Samantha Kaye Maclean - Appointed in Lieu of Election by the School Governing Board

**SOUTHERN INYO HEALTHCARE DISTRICT**

DIRECTOR – 4 YEAR TERM

Mark J. Lacey - Appointed in Lieu of Election  
Carma Roper - Appointed in Lieu of Election  
Chuck Carson - Appointed in Lieu of Election

DIRECTOR – 2 YEAR TERM

Richard P. Fedchenko - Appointed in Lieu of Election  
Jaqueline Dee Hickman - Appointed in Lieu of Election

**NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT**

DIRECTOR - ZONE 1 - (4 YEAR)

John A. Ungersma (790 votes) 61.57% – Elected  
Richard Dow Mattingly (479 votes) – 37.33%

DIRECTOR – ZONE 2 – (4 YR)

Phil Hartz (611 votes) 52.85% - Elected  
Denise M. Hayden (537 votes) – 46.45%

DIRECTOR – ZONE 5 – (4 YR)

Mary Mae Kilpatrick – Appointed in Lieu of Election

INYO MONO RESOURCE CONSERVATION DISTRICT

DIRECTORS  
2 VACANCIES (4 YEAR)

Danielle Mendiburu - Appointed in Lieu of Election  
Tom Noland- Appointed in Lieu of Election

SOUTHERN INYO FIRE PROTECTION DISTRICT

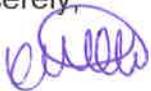
Measure F

Yes (61 votes) – 60.40%

No (40) – 39.60% - **Declare Failed.** (66.67% Required)

The Clerk's Office will issue the required Certificates of Election for the above at the appropriate time.  
Thank you.

Sincerely,



Kammi Foote  
Inyo County Clerk/Recorder &  
Registrar of Voters

INYO COUNTY Statement of Vote  
INY\_20161108\_E

100003		CALIFORNIA												
	Registration	Ballots Cast	Turnout (%)	PRESIDENT AND VICE PRESIDENT JILL STEIN	HILLARY CLINTON	GLORIA ESTELA LA RIVA	DONALD J. TRUMP	GARY JOHNSON		US SENATOR LORETTA L. SANCHEZ	KAMALA D. HARRIS			
101 101	708	121	17.09	1	52	1	60	4		37	67			
101 - Vote by Mail	708	493	69.63	12	202	1	252	14		117	217			
102 102	911	221	24.26	4	79	1	124	10		72	101			
102 - Vote by Mail	911	514	56.42	9	173	0	287	16		137	221			
103 103	678	186	27.43	5	55	0	115	6		45	80			
103 - Vote by Mail	678	380	56.05	7	127	2	207	15		88	166			
104MB 104	80	0	0.00	0	0	0	0	0		0	0			
104MB - All Mail Precincts	80	64	80.00	1	25	1	34	2		15	32			
105MB 105	57	0	0.00	0	0	0	0	0		0	0			
105MB - All Mail Precincts	57	53	92.98	2	13	0	33	2		20	15			
106 106	855	246	28.77	4	101	2	120	12		72	116			
106 - Vote by Mail	855	464	54.27	13	193	1	218	13		111	222			
107 107	468	130	27.78	4	61	1	56	2		41	64			
107 - Vote by Mail	468	250	53.42	5	124	1	104	8		54	131			
108 108	396	123	31.06	7	67	1	39	5		35	70			
108 - Vote by Mail	396	201	50.76	7	91	1	82	11		39	112			
109 109	901	242	26.86	2	90	0	128	14		73	110			
109 - Vote by Mail	901	539	59.82	12	188	1	287	25		130	243			
110 110	948	227	23.95	5	66	0	139	8		50	104			
110 - Vote by Mail	948	618	65.19	7	163	2	400	30		130	285			
111 111	488	183	37.50	16	103	10	45	2		79	80			
111 - Vote by Mail	488	109	22.34	6	58	0	31	6		37	52			
112 112	163	75	46.01	3	43	0	24	2		27	36			
112 - Vote by Mail	163	44	26.99	1	24	2	13	1		10	31			
113 113	395	85	21.52	2	26	0	48	7		31	33			
113 - Vote by Mail	395	255	64.56	4	59	1	172	10		64	104			
114 114	648	241	37.19	12	81	5	115	13		95	96			
114 - Vote by Mail	648	292	45.06	15	101	1	147	11		89	124			
115 115	387	129	33.33	4	53	0	63	6		37	66			
115 - Vote by Mail	387	193	49.87	2	61	2	102	13		38	95			
116MB 116	78	1	1.28											
116MB - All Mail Precincts	78	64	82.05	1	34	0	22	6		7	40			
117 117	426	109	25.59	2	32	1	65	1		40	38			
117 - Vote by Mail	426	239	56.10	3	91	0	128	5		52	124			
118MB 118	4	0	0.00											
118MB - All Mail Precincts	4	4	100.00											
119 119	434	147	33.87	2	62	2	66	7		49	72			
119 - Vote by Mail	434	205	47.24	4	86	0	97	6		70	96			
120 120	547	159	29.07	4	57	0	83	8		65	71			
120 - Vote by Mail	547	261	47.71	8	98	1	135	9		65	121			
121MB 121	94	2	2.13											
121MB - All Mail Precincts	94	73	77.66	8	40	3	15	5		20	43			
122MB 122	195	4	2.05											
122MB - All Mail Precincts	195	151	77.44	3	32	1	105	5		40	58			
123MB 123	178	0	0.00	0	0	0	0	0		0	0			
123MB - All Mail Precincts	178	138	77.53	3	77	2	48	4		40	66			
124MB 124	128	1	0.78											
124MB - All Mail Precincts	128	106	82.81	3	66	4	29	2		32	59			
Precinct Totals	10167	2632	25.89	78	1029	24	1296	107		853	1206			
Vote by Mail Totals	9353	5057	54.07	115	1839	16	2662	195		1231	2344			
All Mail Precincts Totals	814	653	80.22	21	287	11	290	26		174	313			
Grand Totals	10167	8342	82.05	214	3155	51	4248	328		2258	3863			
CALIFORNIA	10167	8342	82.05	214	3155	51	4248	328		2258	3863			
8th CONGRESSIONAL DISTRICT	10167	8342	82.05	214	3155	51	4248	328		2258	3863			
8th STATE SENATE DISTRICT	10167	8342	82.05	214	3155	51	4248	328		2258	3863			
26th ASSEMBLY DISTRICT	10167	8342	82.05	214	3155	51	4248	328		2258	3863			
1st EQUALIZATION	10167	8342	82.05	214	3155	51	4248	328		2258	3863			

***Grand Totals 100003		CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PRESIDENT AND VICE PRESIDENT JILL STEIN	HILLARY CLINTON	GLORIA ESTELA LA RIVA	DONALD J. TRUMP	GARY JOHNSON		US SENATOR LORETTA L. SANCHEZ	KAMALA D. HARRIS				137
1st SUPERVISOR DISTRICT	2297	1915	83.37		38	688	5	1045	65		496	852				
2nd SUPERVISOR DISTRICT	1856	1531	82.49		43	675	8	686	55		387	762				
3rd SUPERVISOR DISTRICT	2500	2037	81.48		52	735	15	1067	90		536	941				
4th SUPERVISOR DISTRICT	1934	1608	83.14		46	538	10	862	72		454	720				
5th SUPERVISOR DISTRICT	1580	1251	79.18		35	519	13	588	46		385	588				
Lone Pine Unified School	1270	1002	78.90		29	376	7	506	40		312	463				
Owens Valley Unified School	430	352	81.86		5	123	1	197	6		92	162				
INYO	10167	8342	82.05		214	3155	51	4248	328		2258	3663				
BISHOP	1719	1414	82.26		40	637	7	619	51		352	715				
UNINCORPORATED	8448	6928	82.01		174	2518	44	3629	277		1906	3148				





100007		NONPARTISAN STATE ASSEMBLY 26TH DISTRICT											
	Registration	Ballots Cast	Turnout (%)		DEVON MATHIS	RUBEN MACARENO							
101 101	708	121	17.09		57	50							
101 - Vote by Mail	708	493	69.63		270	181							
102 102	911	221	24.26		127	78							
102 - Vote by Mail	911	514	56.42		318	153							
103 103	678	186	27.43		118	44							
103 - Vote by Mail	678	380	56.05		235	106							
104MB 104	80	0	0.00		0	0							
104MB - All Mail Precincts	80	64	80.00		42	19							
105MB 105	57	0	0.00		0	0							
105MB - All Mail Precincts	57	53	92.98		40	10							
106 106	855	246	28.77		129	101							
106 - Vote by Mail	855	464	54.27		252	176							
107 107	468	130	27.78		59	57							
107 - Vote by Mail	468	250	53.42		109	113							
108 108	396	123	31.06		42	68							
108 - Vote by Mail	396	201	50.76		91	88							
109 109	901	242	26.86		146	85							
109 - Vote by Mail	901	539	59.82		335	154							
110 110	948	227	23.95		147	63							
110 - Vote by Mail	948	618	65.19		429	147							
111 111	488	183	37.50		54	98							
111 - Vote by Mail	488	109	22.34		51	44							
112 112	163	75	46.01		27	43							
112 - Vote by Mail	163	44	26.99		18	23							
113 113	395	85	21.52		51	27							
113 - Vote by Mail	395	255	64.56		184	55							
114 114	648	241	37.19		140	81							
114 - Vote by Mail	648	292	45.06		166	94							
115 115	387	129	33.33		66	54							
115 - Vote by Mail	387	193	49.87		118	51							
116MB 116	78	1	1.28										
116MB - All Mail Precincts	78	64	82.05		24	36							
117 117	426	109	25.59		66	34							
117 - Vote by Mail	426	239	56.10		138	80							
118MB 118	4	0	0.00		0	0							
118MB - All Mail Precincts	4	4	100.00										
119 119	434	147	33.87		67	66							
119 - Vote by Mail	434	205	47.24		95	95							
120 120	547	159	29.07		83	62							
120 - Vote by Mail	547	261	47.71		149	89							
121MB 121	94	2	2.13										
121MB - All Mail Precincts	94	73	77.66		24	40							
122MB 122	195	4	2.05										
122MB - All Mail Precincts	195	151	77.44		97	36							
123MB 123	178	0	0.00		0	0							
123MB - All Mail Precincts	178	138	77.53		48	76							
124MB 124	128	1	0.78										
124MB - All Mail Precincts	128	106	82.81		32	64							
Precinct Totals	10167	2632	25.89		1385	1013							
Vote by Mail Totals	9353	5057	54.07		2958	1649							
All Mail Precincts Totals	814	653	80.22		311	281							
Grand Totals	10167	8342	82.05		4654	2943							
CALIFORNIA	10167	8342	82.05		4654	2943							
8th CONGRESSIONAL DISTRICT	10167	8342	82.05		4654	2943							
8th STATE SENATE DISTRICT	10167	8342	82.05		4654	2943							
26th ASSEMBLY DISTRICT	10167	8342	82.05		4654	2943							
1st EQUALIZATION	10167	8342	82.05		4654	2943							





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NONPARTISAN OWENS VALLEY USD GOV BRD MBR													
100009	Registration	Ballots Cast	Turnout (%)		NATHAN READE	RAYMOND JAMES NAYLOR-HUNTER	SANDRA ANDERSON	KEITH SCOTT LEON					
117 117	426	109	25.59		54	17	57	30					
117 - Vote by Mail	426	239	56.10		145	22	125	64					
118MB 118	4	0	0.00		0	0	0	0					
118MB - All Mail Precincts	4	4	100.00						***** Insufficient Turnout to Protect Voter Privacy *****				
Precinct Totals	430	109	25.35		54	17	57	30					
Vote by Mail Totals	426	239	56.10		145	22	125	64					
All Mail Precincts Totals	4	4	100.00						***** Insufficient Turnout to Protect Voter Privacy *****				
Grand Totals	430	352	81.86		203	39	182	94					
CALIFORNIA	430	352	81.86		203	39	182	94					
8th CONGRESSIONAL DISTRICT	430	352	81.86		203	39	182	94					
8th STATE SENATE DISTRICT	430	352	81.86		203	39	182	94					
26th ASSEMBLY DISTRICT	430	352	81.86		203	39	182	94					
1st EQUALIZATION	430	352	81.86		203	39	182	94					
4th SUPERVISOR DISTRICT	426	348	81.69		199	39	182	94					
5th SUPERVISOR DISTRICT	4	4	100.00						***** Insufficient Turnout to Protect Voter Privacy *****				
Owens Valley Unified School	430	352	81.86		203	39	182	94					
INYO	430	352	81.86		203	39	182	94					
UNINCORPORATED	430	352	81.86		203	39	182	94					

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100010	BISHOP														
	Registration	Ballots Cast	Turnout (%)		BISHOP MEMBER, CITY COUNCIL HOWARD JOHN WU	LAURA SMITH	JIM ELLIS	PATRICIA "PAT" GARDNER		BISHOP CITY TREASURER ROBERT KIRBALL					
106 106	855	246	28.77		59	140	134	163		196					
106 - Vote by Mail	855	464	54.27		147	294	219	301		345					
107 107	468	130	27.78		41	82	58	67		102					
107 - Vote by Mail	468	250	53.42		79	144	118	136		184					
108 108	396	123	31.06		38	65	54	54		90					
108 - Vote by Mail	396	201	50.76		72	107	98	118		128					
Precinct Totals	1719	499	29.03		138	287	246	284		388					
Vote by Mail Totals	1719	915	53.23		288	545	435	555		657					
Grand Totals	1719	1414	82.26		436	832	681	839		1045					
CALIFORNIA	1719	1414	82.26		436	832	681	839		1045					
8th CONGRESSIONAL DISTRICT	1719	1414	82.26		436	832	681	839		1045					
8th STATE SENATE DISTRICT	1719	1414	82.26		436	832	681	839		1045					
26th ASSEMBLY DISTRICT	1719	1414	82.26		436	832	681	839		1045					
1st EQUALIZATION	1719	1414	82.26		436	832	681	839		1045					
2nd SUPERVISOR DISTRICT	1719	1414	82.26		436	832	681	839		1045					
INYO	1719	1414	82.26		436	832	681	839		1045					
BISHOP	1719	1414	82.26		436	832	681	839		1045					





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		CALIFORNIA													
140014															
		Registration	Ballots Cast	Turnout (%)	MEASURE 51 YES	NO	MEASURE 52 YES	NO	MEASURE 53 YES	NO	MEASURE 54 YES	NO			
101	101	708	121	17.09	65	49	68	44	47	61	61	48			
	101 - Vote by Mail	708	493	69.63	183	279	269	186	229	218	269	177			
102	102	911	221	24.26	93	116	127	79	96	110	122	88			
	102 - Vote by Mail	911	514	56.42	199	267	294	182	244	218	266	184			
103	103	678	186	27.43	74	102	92	80	67	98	101	69			
	103 - Vote by Mail	678	380	56.05	117	242	186	168	191	153	209	135			
104MB	104	80	0	0.00	0	0	0	0	0	0	0	0			
	104MB - All Mail Precincts	80	64	80.00	30	31	37	24	39	23	40	22			
105MB	105	57	0	0.00	0	0	0	0	0	0	0	0			
	105MB - All Mail Precincts	57	53	92.98	12	38	19	31	26	22	26	21			
106	106	855	246	28.77	100	128	144	88	107	120	135	94			
	106 - Vote by Mail	855	464	54.27	196	222	283	137	190	215	255	153			
107	107	468	130	27.78	74	47	80	42	51	64	81	39			
	107 - Vote by Mail	468	250	53.42	115	111	150	77	115	111	126	93			
108	108	396	123	31.06	56	57	69	42	36	73	59	48			
	108 - Vote by Mail	396	201	50.76	78	100	122	61	105	75	118	65			
109	109	901	242	26.86	71	161	142	87	94	135	154	77			
	109 - Vote by Mail	901	539	59.82	183	321	257	234	257	231	295	204			
110	110	948	227	23.95	75	145	127	94	104	113	112	102			
	110 - Vote by Mail	948	618	65.19	194	387	285	296	295	272	348	220			
111	111	488	183	37.50	128	42	123	42	71	91	96	64			
	111 - Vote by Mail	488	109	22.34	57	39	67	27	46	48	57	36			
112	112	163	75	46.01	45	25	47	18	39	28	47	22			
	112 - Vote by Mail	163	44	26.99	32	8	31	9	17	22	25	13			
113	113	395	85	21.52	34	49	39	44	46	34	49	32			
	113 - Vote by Mail	395	255	64.56	80	166	120	120	140	95	145	93			
114	114	648	241	37.19	115	115	138	91	115	109	117	106			
	114 - Vote by Mail	648	292	45.06	115	150	161	108	139	132	152	112			
115	115	387	129	33.33	58	66	81	40	52	67	86	38			
	115 - Vote by Mail	387	193	49.87	78	110	103	84	85	98	111	74			
116MB	116	78	1	1.28											
	116MB - All Mail Precincts	78	64	82.05	21	38	41	20	26	32	29	28			
117	117	426	109	25.59	39	63	48	52	46	58	53	50			
	117 - Vote by Mail	426	239	56.10	92	134	126	95	104	113	140	76			
118MB	118	4	0	0.00	0	0	0	0	0	0	0	0			
	118MB - All Mail Precincts	4	4	100.00											
119	119	434	147	33.87	84	59	89	51	64	74	88	53			
	119 - Vote by Mail	434	205	47.24	75	112	119	78	95	97	119	68			
120	120	547	159	29.07	74	77	94	59	72	77	76	73			
	120 - Vote by Mail	547	261	47.71	94	148	150	92	136	106	157	85			
121MB	121	94	2	2.13											
	121MB - All Mail Precincts	94	73	77.66	41	24	49	19	25	37	46	20			
122MB	122	195	4	2.05											
	122MB - All Mail Precincts	195	151	77.44	40	101	67	77	86	56	81	61			
123MB	123	178	0	0.00	0	0	0	0	0	0	0	0			
	123MB - All Mail Precincts	178	138	77.53	71	57	80	43	75	49	95	29			
124MB	124	128	1	0.78											
	124MB - All Mail Precincts	128	106	82.81	59	37	75	25	47	49	62	34			
Precinct Totals		10167	2632	25.89	1190	1304	1513	955	1113	1313	1443	1003			
Vote by Mail Totals		9353	5057	54.07	1888	2796	2723	1957	2388	2204	2793	1788			
All Mail Precincts Totals		814	653	80.22	274	330	372	239	328	268	379	219			
Grand Totals		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			
CALIFORNIA		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			
8th CONGRESSIONAL DISTRICT		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			
8th STATE SENATE DISTRICT		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			
26th ASSEMBLY DISTRICT		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			
1st EQUALIZATION		10167	8342	82.05	3352	4430	4608	3151	3829	3785	4615	3010			

***Grand Totals 140014	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		MEASURE 51 YES	NO		MEASURE 52 YES	NO		MEASURE 53 YES	NO		MEASURE 54 YES	NO
1st SUPERVISOR DISTRICT	2297	1915	83.37		731	1055		1036	739		874	858		1028	701
2nd SUPERVISOR DISTRICT	1856	1531	82.49		661	734		904	502		669	703		840	535
3rd SUPERVISOR DISTRICT	2500	2037	81.48		785	1128		1079	807		923	940		1135	738
4th SUPERVISOR DISTRICT	1934	1608	83.14		632	892		858	657		753	739		883	609
5th SUPERVISOR DISTRICT	1580	1251	79.18		543	821		731	446		610	545		729	421
Lone Pine Unified School	1270	1002	78.90		412	523		571	378		483	447		571	360
Owens Valley Unified School	430	352	81.86		131	201		178	150		154	171		193	130
INYO	10167	8342	82.05		3352	4430		4608	3151		3829	3785		4615	3010
BISHOP	1719	1414	82.26		619	665		648	447		604	656		774	492
UNINCORPORATED	8448	6928	82.01		2733	3765		3760	2704		3225	3127		3841	2518

140018		CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	MEASURE 55 YES	NO	MEASURE 56 YES	NO	MEASURE 57 YES	NO	MEASURE 58 YES	NO				
101 101	708	121	17.09	68	44	72	43	64	48	79	34				
101 - Vote by Mail	708	493	69.63	245	217	253	227	253	209	310	153				
102 102	911	221	24.26	121	91	107	114	126	92	136	78				
102 - Vote by Mail	911	514	56.42	271	195	248	239	260	223	334	145				
103 103	678	186	27.43	89	82	84	93	87	89	111	62				
103 - Vote by Mail	678	380	56.05	154	195	194	177	169	189	208	149				
104MB 104	80	0	0.00	0	0	0	0	0	0	0	0				
104MB - All Mail Precincts	80	64	80.00	36	26	28	35	36	26	45	17				
105MB 105	57	0	0.00	0	0	0	0	0	0	0	0				
105MB - All Mail Precincts	57	53	92.98	25	25	21	31	23	24	28	22				
106 106	855	246	28.77	122	115	123	118	140	92	172	67				
106 - Vote by Mail	855	464	54.27	253	171	241	201	269	153	303	121				
107 107	468	130	27.78	77	45	85	61	83	43	88	37				
107 - Vote by Mail	468	250	53.42	151	80	145	92	162	66	166	65				
108 108	396	123	31.06	75	38	66	51	76	37	80	29				
108 - Vote by Mail	396	201	50.76	112	74	114	79	120	65	134	52				
109 109	901	242	26.86	118	117	127	110	123	109	148	81				
109 - Vote by Mail	901	539	59.82	252	252	261	258	248	260	330	181				
110 110	948	227	23.95	99	120	113	110	100	121	120	102				
110 - Vote by Mail	948	618	65.19	240	340	310	295	273	313	343	254				
111 111	488	183	37.50	113	48	104	66	107	61	127	39				
111 - Vote by Mail	488	109	22.34	78	21	62	44	71	30	77	19				
112 112	163	75	46.01	44	25	40	32	44	26	54	16				
112 - Vote by Mail	163	44	26.99	34	6	28	14	29	11	30	9				
113 113	395	85	21.52	35	47	50	34	43	39	58	26				
113 - Vote by Mail	395	255	64.56	106	138	106	141	118	121	149	96				
114 114	648	241	37.19	116	104	107	121	102	125	140	86				
114 - Vote by Mail	648	292	45.06	159	110	140	144	139	132	187	82				
115 115	387	129	33.33	76	49	64	62	84	40	81	46				
115 - Vote by Mail	387	193	49.87	91	94	100	89	93	95	121	68				
116MB 116	78	1	1.28			***** Insufficient Turnout to Protect Voter Privacy *****									
116MB - All Mail Precincts	78	64	82.05	38	22	34	28	43	18	44	14				
117 117	426	109	25.59	43	60	44	63	40	62	63	41				
117 - Vote by Mail	426	239	56.10	115	114	112	122	110	119	144	83				
118MB 118	4	0	0.00	0	0	0	0	0	0	0	0				
118MB - All Mail Precincts	4	4	100.00			***** Insufficient Turnout to Protect Voter Privacy *****									
119 119	434	147	33.87	95	48	74	71	83	59	99	41				
119 - Vote by Mail	434	205	47.24	112	83	81	114	107	87	114	79				
120 120	547	159	29.07	87	67	78	77	84	68	93	56				
120 - Vote by Mail	547	261	47.71	128	119	125	131	131	112	160	79				
121MB 121	94	2	2.13			***** Insufficient Turnout to Protect Voter Privacy *****									
121MB - All Mail Precincts	94	73	77.66	47	20	38	33	59	9	52	16				
122MB 122	195	4	2.05			***** Insufficient Turnout to Protect Voter Privacy *****									
122MB - All Mail Precincts	195	151	77.44	53	88	43	103	69	75	78	64				
123MB 123	178	0	0.00	0	0	0	0	0	0	0	0				
123MB - All Mail Precincts	178	138	77.53	82	46	68	62	100	23	93	37				
124MB 124	128	1	0.78			***** Insufficient Turnout to Protect Voter Privacy *****									
124MB - All Mail Precincts	128	106	82.81	80	19	65	37	72	29	78	20				
Precinct Totals	10167	2632	25.89	1383	1103	1322	1230	1392	1112	1656	841				
Vote by Mail Totals	9353	5057	54.07	2501	2207	2520	2367	2552	2185	3110	1635				
All Mail Precincts Totals	814	653	80.22	361	250	297	333	402	208	418	194				
Grand Totals	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				
CALIFORNIA	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				
8th CONGRESSIONAL DISTRICT	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				
8th STATE SENATE DISTRICT	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				
26th ASSEMBLY DISTRICT	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				
1st EQUALIZATION	10167	8342	82.05	4245	3560	4139	3930	4346	3505	5184	2670				

INYO COUNTY Statement of Vote  
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***Grand Totals 140018		CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)		MEASURE 55 YES	NO		MEASURE 56 YES	NO		MEASURE 57 YES	NO		MEASURE 58 YES	NO
1st SUPERVISOR DISTRICT	2297	1915	83.37		948	824		958	893		959	850		1178	621
2nd SUPERVISOR DISTRICT	1856	1531	82.49		851	574		803	668		909	506		1016	410
3rd SUPERVISOR DISTRICT	2500	2037	81.48		978	929		1045	929		995	931		1229	701
4th SUPERVISOR DISTRICT	1934	1608	83.14		779	737		758	804		772	752		988	542
5th SUPERVISOR DISTRICT	1580	1251	79.18		689	496		575	636		711	466		773	396
Lone Pine Unified School	1270	1002	78.90		526	427		441	533		538	410		601	335
Owens Valley Unified School	430	352	81.86		158	178		156	189		150	185		207	128
INYO	10167	8342	82.05		4245	3560		4139	3930		4346	3505		5184	2670
BISHOP	1719	1414	82.20		790	523		754	602		850	456		943	371
UNINCORPORATED	8448	6928	82.01		3455	3037		3385	3328		3496	3049		4241	2299

CALIFORNIA													
140022	Registration	Ballots Cast	Turnout (%)	MEASURE 59 YES	NO	MEASURE 60 YES	NO	MEASURE 61 YES	NO	MEASURE 62 YES	NO	MEASURE 62 YES	NO
101 101	708	121	17.09	50	55	39	71	99	73	48	71	185	277
101 - Vote by Mail	708	493	69.63	231	212	163	272	187	254	150	150	69	150
102 102	911	221	24.26	89	113	101	109	77	132	150	321	150	321
102 - Vote by Mail	911	514	56.42	202	243	224	241	183	286	48	127	48	127
103 103	678	186	27.43	59	104	85	86	60	114	86	264	86	264
103 - Vote by Mail	678	380	56.05	131	207	136	203	125	220	0	0	0	0
104MB 104	80	0	0.00	0	0	0	0	0	0	21	41	21	41
104MB - All Mail Precincts	80	64	80.00	34	27	19	42	16	46	0	0	0	0
105MB 105	57	0	0.00	0	0	0	0	0	0	13	36	13	36
105MB - All Mail Precincts	57	53	92.98	10	34	14	35	17	33	95	137	95	137
106 106	855	246	28.77	96	128	83	146	93	135	185	245	185	245
106 - Vote by Mail	855	464	54.27	216	175	163	241	172	243	59	63	59	63
107 107	468	130	27.78	57	63	46	73	47	76	113	119	113	119
107 - Vote by Mail	468	250	53.42	133	87	95	121	97	124	59	53	59	53
108 108	396	123	31.06	63	43	38	74	49	63	82	103	82	103
108 - Vote by Mail	396	201	50.76	89	85	79	95	79	100	69	145	69	145
109 109	901	242	26.86	122	101	73	147	72	153	181	324	181	324
109 - Vote by Mail	901	539	59.82	240	246	166	319	197	301	64	157	64	157
110 110	948	227	23.95	92	118	70	144	69	147	175	414	175	414
110 - Vote by Mail	948	618	65.19	215	328	187	363	184	391	55	111	55	111
111 111	488	163	37.50	65	87	114	54	73	95	32	63	32	63
111 - Vote by Mail	488	109	22.34	42	46	61	31	36	62	24	48	24	48
112 112	163	75	46.01	27	36	38	31	28	39	14	27	14	27
112 - Vote by Mail	163	44	26.99	23	15	23	16	24	20	18	64	18	64
113 113	395	85	21.52	39	38	28	47	29	55	64	184	64	184
113 - Vote by Mail	395	255	64.56	102	134	91	140	83	154	66	162	66	162
114 114	648	241	37.19	74	142	110	114	80	143	78	194	78	194
114 - Vote by Mail	648	292	45.06	121	129	136	124	97	170	49	75	49	75
115 115	387	129	33.33	60	61	49	71	41	81	60	123	60	123
115 - Vote by Mail	387	193	49.87	83	98	72	109	58	121	Insufficient Turnout to Protect Voter Privacy			
116MB 116	78	1	1.28	*****		18	39	24	34	31	30	31	30
116MB - All Mail Precincts	78	64	82.05	28	32	39	61	31	71	28	72	28	72
117 117	426	109	25.59	35	67	39	61	31	71	71	159	71	159
117 - Vote by Mail	426	239	56.10	100	108	94	123	88	134	0	0	0	0
118MB 118	4	0	0.00	0	0	0	0	0	0	Insufficient Turnout to Protect Voter Privacy			
118MB - All Mail Precincts	4	4	100.00	*****		67	71	57	83	46	94	46	94
119 119	434	147	33.87	55	78	81	99	74	116	63	127	63	127
119 - Vote by Mail	434	205	47.24	74	107	72	70	50	97	56	95	56	95
120 120	547	159	29.07	52	92	111	114	99	141	86	154	86	154
120 - Vote by Mail	547	261	47.71	103	124	Insufficient Turnout to Protect Voter Privacy			*****				
121MB 121	94	2	2.13	*****		38	29	45	23	33	34	33	34
121MB - All Mail Precincts	94	73	77.66	41	23	Insufficient Turnout to Protect Voter Privacy			*****				
122MB 122	195	4	2.05	*****		64	79	40	106	34	111	34	111
122MB - All Mail Precincts	195	151	77.44	50	88	0	0	0	0	0	0	0	0
123MB 123	178	0	0.00	0	0	60	59	55	60	51	72	51	72
123MB - All Mail Precincts	178	138	77.53	69	46	Insufficient Turnout to Protect Voter Privacy			*****				
124MB 124	128	1	0.78	*****		58	38	56	40	56	42	56	42
124MB - All Mail Precincts	128	106	82.81	60	37	Insufficient Turnout to Protect Voter Privacy			*****				
Precinct Totals	10167	2632	25.89	1039	1329	1058	1371	899	1560	878	1628	878	1628
Vote by Mail Totals	9353	5057	54.07	2105	2344	1882	2611	1783	2837	1625	3098	1625	3098
All Mail Precincts Totals	814	653	80.22	292	291	271	325	253	346	239	370	239	370
Grand Totals	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096
CALIFORNIA	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096
8th CONGRESSIONAL DISTRICT	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096
8th STATE SENATE DISTRICT	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096
26th ASSEMBLY DISTRICT	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096
1st EQUALIZATION	10167	8342	82.05	3436	3964	3211	4307	2935	4743	2742	5096	2742	5096

INYO COUNTY Statement of Vote  
INY\_20161108\_E

***Grand Totals 140022	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		MEASURE 59 YES	NO		MEASURE 60 YES	NO		MEASURE 61 YES	NO		MEASURE 62 YES	NO
1st SUPERVISOR DISTRICT	2297	1915	83.37		762	934		748	982		671	1079		586	1210
2nd SUPERVISOR DISTRICT	1856	1531	82.49		698	642		537	827		570	820		627	797
3rd SUPERVISOR DISTRICT	2500	2037	81.48		826	977		732	1105		683	1208		635	1289
4th SUPERVISOR DISTRICT	1934	1608	83.14		643	809		637	829		532	963		466	1063
5th SUPERVISOR DISTRICT	1580	1251	79.18		507	602		557	564		479	673		428	737
Lone Pine Unified School	1270	1002	78.90		378	514		438	463		367	569		320	619
Owens Valley Unified School	430	352	81.86		135	179		133	188		119	209		99	235
INYO	10167	8342	82.05		3436	3964		3211	4307		2935	4743		2742	5096
BISHOP	1719	1414	82.26		654	581		504	750		537	741		593	720
UNINCORPORATED	8448	6928	82.01		2782	3383		2707	3557		2398	4002		2149	4370

		CALIFORNIA													
140026															
		Registration	Ballots Cast	Turnout (%)	MEASURE 63		MEASURE 64		MEASURE 65		MEASURE 66				
					YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	
101	101	708	121	17.09	54	61	79	40	40	73			46	62	
101	- Vote by Mail	708	493	69.63	204	279	264	217	178	285			214	223	
102	102	911	221	24.26	88	128	127	91	80	132			104	101	
102	- Vote by Mail	911	514	56.42	215	264	282	229	178	288			244	190	
103	103	678	186	27.43	50	130	95	86	63	109			71	91	
103	- Vote by Mail	678	380	56.05	106	257	193	174	134	224			167	168	
104MB	104	80	0	0.00	0	0	0	0	0	0			0	0	
104MB	- All Mail Precincts	80	64	80.00	24	39	34	29	22	38			29	30	
105MB	105	57	0	0.00	0	0	0	0	0	0			0	0	
105MB	- All Mail Precincts	57	53	92.98	14	37	22	30	19	30			22	22	
106	106	855	246	28.77	101	138	133	107	91	145			98	126	
106	- Vote by Mail	855	464	54.27	189	242	264	177	180	248			191	209	
107	107	468	130	27.78	51	71	79	47	56	65			59	61	
107	- Vote by Mail	468	250	53.42	131	104	144	90	99	130			110	107	
108	108	396	123	31.06	61	55	82	38	46	65			43	66	
108	- Vote by Mail	396	201	50.76	90	100	113	82	78	109			84	83	
109	109	901	242	26.86	82	151	127	112	87	147			93	131	
109	- Vote by Mail	901	539	59.82	187	327	268	253	171	331			238	240	
110	110	948	227	23.95	71	154	90	134	71	146			101	110	
110	- Vote by Mail	948	618	65.19	178	412	236	370	196	393			280	266	
111	111	488	183	37.50	84	85	110	70	87	80			92	72	
111	- Vote by Mail	488	109	22.34	45	55	53	54	51	47			52	36	
112	112	163	75	46.01	40	30	37	35	40	31			36	30	
112	- Vote by Mail	163	44	26.99	21	20	29	13	23	17			16	21	
113	113	395	85	21.52	27	57	41	42	36	46			36	43	
113	- Vote by Mail	395	255	64.56	74	171	107	139	74	167			122	110	
114	114	648	241	37.19	88	143	118	113	91	136			120	101	
114	- Vote by Mail	648	292	45.06	95	179	167	115	92	173			133	129	
115	115	387	129	33.33	52	76	73	53	45	79			56	61	
115	- Vote by Mail	387	193	49.87	58	129	98	91	55	126			89	87	
116MB	116	78	1	1.28			Insufficient Turnout to Protect Voter Privacy								
116MB	- All Mail Precincts	78	64	82.05	33	29	40	22	21	39			15	41	
117	117	426	109	25.59	26	78	66	40	32	71			43	57	
117	- Vote by Mail	426	239	56.10	81	149	132	101	74	149			108	107	
118MB	118	4	0	0.00	0	0	0	0	0	0			0	0	
118MB	- All Mail Precincts	4	4	100.00			Insufficient Turnout to Protect Voter Privacy								
119	119	434	147	33.87	48	94	91	50	56	85			63	71	
119	- Vote by Mail	434	205	47.24	64	129	101	90	72	117			93	80	
120	120	547	159	29.07	49	99	88	64	53	97			61	83	
120	- Vote by Mail	547	261	47.71	91	149	126	118	79	159			116	109	
121MB	121	94	2	2.13			Insufficient Turnout to Protect Voter Privacy								
121MB	- All Mail Precincts	94	73	77.66	36	33	60	10	27	39			25	37	
122MB	122	195	4	2.05			Insufficient Turnout to Protect Voter Privacy								
122MB	- All Mail Precincts	195	151	77.44	30	117	87	58	49	96			79	60	
123MB	123	178	0	0.00	0	0	0	0	0	0			0	0	
123MB	- All Mail Precincts	178	138	77.53	66	61	104	30	59	65			60	57	
124MB	124	128	1	0.78			Insufficient Turnout to Protect Voter Privacy								
124MB	- All Mail Precincts	128	106	82.81	54	47	79	22	48	48			37	57	
Precinct Totals		10167	2632	25.89	975	1555	1441	1123	977	1510			1126	1268	
Vote by Mail Totals		9353	5057	54.07	1829	2966	2557	2313	1734	2963			2257	2185	
All Mail Precincts Totals		814	653	80.22	257	367	430	201	245	359			267	308	
Grand Totals		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	
CALIFORNIA		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	
8th CONGRESSIONAL DISTRICT		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	
8th STATE SENATE DISTRICT		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	
26th ASSEMBLY DISTRICT		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	
1st EQUALIZATION		10167	8342	82.05	3061	4888	4428	3637	2956	4832			3650	3741	

***Grand Totals 140026	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	MEASURE 63 YES	NO	MEASURE 64 YES	NO	MEASURE 65 YES	NO	MEASURE 66 YES	NO			
1st SUPERVISOR DISTRICT	2297	1915	83.37	717	1119	1020	837	673	1111	846	835			
2nd SUPERVISOR DISTRICT	1856	1531	82.49	661	786	871	600	591	830	636	704			
3rd SUPERVISOR DISTRICT	2500	2037	81.48	708	1234	950	1041	726	1192	908	906			
4th SUPERVISOR DISTRICT	1934	1608	83.14	534	1012	843	716	520	997	722	737			
5th SUPERVISOR DISTRICT	1580	1251	79.18	441	737	744	443	446	712	538	559			
Lone Pine Unified School	1270	1002	78.90	321	624	557	390	339	594	440	441			
Owens Valley Unified School	430	352	81.86	107	231	202	141	106	224	151	168			
INYO	10167	8342	82.05	3061	4888	4428	3637	2956	4832	3650	3741			
BISHOP	1719	1414	82.26	623	710	815	541	550	762	585	652			
UNINCORPORATED	8448	6928	82.01	2438	4178	3613	3096	2408	4070	3065	3089			

NONPARTISAN MEASURE 67													
140030	Registration	Ballots Cast	Turnout (%)		YES	NO							
101 101	708	121	17.09		57	58							
101 - Vote by Mail	708	493	69.63		222	249							
102 102	911	221	24.26		94	120							
102 - Vote by Mail	911	514	56.42		201	277							
103 103	678	186	27.43		72	103							
103 - Vote by Mail	678	380	56.05		156	201							
104MB 104	80	0	0.00		0	0							
104MB - All Mail Precincts	80	64	80.00		30	31							
105MB 105	57	0	0.00		0	0							
105MB - All Mail Precincts	57	53	92.98		15	34							
106 106	855	246	28.77		119	115							
106 - Vote by Mail	855	464	54.27		227	210							
107 107	468	130	27.78		61	62							
107 - Vote by Mail	468	250	53.42		129	100							
108 108	396	123	31.05		63	56							
108 - Vote by Mail	396	201	50.76		94	96							
109 109	901	242	26.86		106	129							
109 - Vote by Mail	901	539	59.82		220	287							
110 110	948	227	23.95		94	127							
110 - Vote by Mail	948	618	65.19		240	351							
111 111	488	183	37.50		89	78							
111 - Vote by Mail	488	109	22.34		46	51							
112 112	163	75	46.01		44	25							
112 - Vote by Mail	163	44	26.99		22	20							
113 113	395	85	21.52		30	54							
113 - Vote by Mail	395	255	64.56		84	160							
114 114	648	241	37.19		103	127							
114 - Vote by Mail	648	292	45.06		113	162							
115 115	387	129	33.33		49	76							
115 - Vote by Mail	387	193	49.87		72	111							
116MB 116	78	1	1.28										
116MB - All Mail Precincts	78	64	82.05		36	25							
117 117	426	109	25.59		36	70							
117 - Vote by Mail	426	239	56.10		95	133							
118MB 118	4	0	0.00		0	0							
118MB - All Mail Precincts	4	4	100.00										
119 119	434	147	33.87		52	89							
119 - Vote by Mail	434	205	47.24		67	122							
120 120	547	159	29.07		57	92							
120 - Vote by Mail	547	261	47.71		105	132							
121MB 121	94	2	2.13										
121MB - All Mail Precincts	94	79	77.66		35	33							
122MB 122	195	4	2.05										
122MB - All Mail Precincts	195	151	77.44		43	101							
123MB 123	178	0	0.00		0	0							
123MB - All Mail Precincts	178	138	77.53		66	62							
124MB 124	128	1	0.78										
124MB - All Mail Precincts	128	106	82.81		59	42							
Precinct Totals	10167	2632	25.89		1131	1382							
Vote by Mail Totals	9353	5057	54.07		2093	2662							
All Mail Precincts Totals	814	653	80.22		284	332							
Grand Totals	10167	8342	82.05		3508	4376							
CALIFORNIA	10167	8342	82.05		3508	4376							
8th CONGRESSIONAL DISTRICT	10167	8342	82.05		3508	4376							
8th STATE SENATE DISTRICT	10167	8342	82.05		3508	4376							
26th ASSEMBLY DISTRICT	10167	8342	82.05		3508	4376							
1st EQUALIZATION	10167	8342	82.05		3508	4376							

\*\*\*\*\* Insufficient Turnout to Protect Voter Privacy \*\*\*\*\*



		INYO													
140031															
		Registration	Ballots Cast	Turnout (%)	MEASURE G		MEASURE H		MEASURE I						
					YES	NO	YES	NO	YES	NO	YES	NO			
101	101	708	121	17.09	75	37	68	44	75	34					
	101 - Vote by Mail	708	493	69.63	238	227	226	225	300	137					
102	102	911	221	24.26	118	94	123	81	128	73					
	102 - Vote by Mail	911	514	56.42	247	227	219	238	287	152					
103	103	678	186	27.43	97	76	96	70	107	57					
	103 - Vote by Mail	678	380	56.05	185	170	178	174	219	119					
104MB	104	80	0	0.00	0	0	0	0	0	0					
	104MB - All Mail Precincts	80	64	80.00	30	31	27	30	26	28					
105MB	105	57	0	0.00	0	0	0	0	0	0					
	105MB - All Mail Precincts	57	53	92.98	23	27	21	29	25	21					
106	106	855	246	28.77	128	100	129	99	145	80					
	106 - Vote by Mail	855	464	54.27	256	170	239	185	274	137					
107	107	468	130	27.78	79	44	78	45	79	42					
	107 - Vote by Mail	468	250	53.42	123	98	118	105	144	74					
108	108	396	123	31.06	78	37	72	41	77	37					
	108 - Vote by Mail	396	201	50.76	106	75	103	79	105	71					
109	109	901	242	26.86	120	113	110	118	142	79					
	109 - Vote by Mail	901	539	59.82	260	246	274	231	339	151					
110	110	948	227	23.95	96	119	89	127	144	69					
	110 - Vote by Mail	948	618	65.19	241	344	244	339	376	192					
111	111	488	183	37.50	96	73	102	66	97	67					
	111 - Vote by Mail	488	109	22.34	57	40	53	44	53	42					
112	112	163	75	46.01	36	31	36	31	32	30					
	112 - Vote by Mail	163	44	26.99	30	12	27	15	26	14					
113	113	395	85	21.52	47	36	44	39	55	26					
	113 - Vote by Mail	395	255	64.56	116	125	108	135	143	92					
114	114	648	241	37.19	104	124	105	120	123	103					
	114 - Vote by Mail	648	292	45.06	155	119	151	122	162	106					
115	115	387	129	33.33	73	49	64	57	89	34					
	115 - Vote by Mail	387	193	49.87	86	98	87	95	119	61					
116MB	116	78	1	1.28											
	116MB - All Mail Precincts	78	64	82.05	45	15	45	16	41	17					
117	117	426	109	25.59	65	41	64	40	64	36					
	117 - Vote by Mail	426	239	56.10	119	108	134	91	146	76					
118MB	118	4	0	0.00	0	0	0	0	0	0					
	118MB - All Mail Precincts	4	4	100.00											
119	119	434	147	33.87	92	45	87	50	92	44					
	119 - Vote by Mail	434	205	47.24	102	86	92	93	112	70					
120	120	547	159	29.07	86	60	86	60	88	56					
	120 - Vote by Mail	547	261	47.71	132	109	122	116	147	83					
121MB	121	94	2	2.13											
	121MB - All Mail Precincts	94	73	77.66	47	20	48	19	43	23					
122MB	122	195	4	2.05											
	122MB - All Mail Precincts	195	151	77.44	75	61	79	58	74	63					
123MB	123	178	0	0.00	0	0	0	0	0	0					
	123MB - All Mail Precincts	178	138	77.53	95	31	91	35	78	45					
124MB	124	128	1	0.78											
	124MB - All Mail Precincts	128	106	82.81	81	20	81	21	67	32					
Precinct Totals		10167	2632	25.89	1397	1080	1358	1091	1543	869					
Vote by Mail Totals		9353	5057	54.07	2453	2254	2375	2287	2952	1577					
All Mail Precincts Totals		814	653	80.22	400	205	396	208	354	233					
Grand Totals		10167	8342	82.05	4250	3539	4129	3586	4849	2679					
CALIFORNIA		10167	8342	82.05	4250	3539	4129	3586	4849	2679					
8th CONGRESSIONAL DISTRICT		10167	8342	82.05	4250	3539	4129	3586	4849	2679					
8th STATE SENATE DISTRICT		10167	8342	82.05	4250	3539	4129	3586	4849	2679					
26th ASSEMBLY DISTRICT		10167	8342	82.05	4250	3539	4129	3586	4849	2679					
1st EQUALIZATION		10167	8342	82.05	4250	3539	4129	3586	4849	2679					

INYO COUNTY Statement of Vote  
INY\_20161108\_E

***Grand Totals 140031	INYO													
	Registration	Ballots Cast	Turnout (%)		MEASURE G YES	NO		MEASURE H YES	NO		MEASURE I YES	NO		
1st SUPERVISOR DISTRICT	2297	1915	83.37		960	831		910	832		1116	572		
2nd SUPERVISOR DISTRICT	1856	1531	82.49		823	582		787	613		875	490		
3rd SUPERVISOR DISTRICT	2500	2037	81.48		936	978		935	971		1209	644		
4th SUPERVISOR DISTRICT	1934	1608	83.14		811	715		803	715		943	551		
5th SUPERVISOR DISTRICT	1580	1251	79.18		720	433		694	455		706	422		
Lone Pine Unified School	1270	1002	78.90		540	381		518	398		561	340		
Owens Valley Unified School	430	352	81.86		188	149		202	131		210	116		
INYO	10167	8342	82.05		4250	3539		4129	3586		4849	2679		
BISHOP	1719	1414	82.26		770	524		739	554		824	441		
UNINCORPORATED	8448	6928	82.01		3480	3015		3390	3032		4025	2238		





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

11

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Amendment #10 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment #10 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract an additional 18 months to June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and Board's adoption of future budgets.

**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. This current amendment is not requesting any contract increase at this time. If, however, more substantial consulting is necessary, additional and more detailed contract amendments may become necessary.

**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**

Funding for this contract is provided through the CAO-Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265, and is included in the Board approved Fiscal Year 2016-2017 Budget. There are no changes in the contract amount at this time. However, if necessary, the Kotin contract may come back to your Board at a future date with the request to increase the contract amount.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>12/1/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>11/30/2016</u> Date <u>yes</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 11-22-2016  
 (Not to be signed until all approvals are received)

**AMENDMENT NUMBER 10 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 to December 31, 2016 (Extended in length with Amendment #9).

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: 5

**2. TERM.**

The term of this Agreement shall be from November 1, 2011 to June 30, 2018 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 10 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

CONTRACTOR

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

By:   
Signature

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

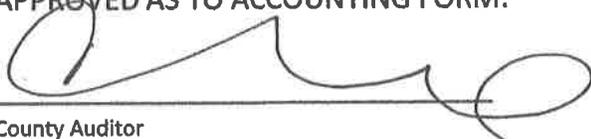
ALLAN D. KOTIN  
Type or Print

Dated: 11-9-16

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**  
 12

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

**FROM: Kevin Carunchio, County Administrator**

**FOR THE BOARD MEETING OF: December 6, 2016**  
**SUBJECT: Adoption of the July 1, 2016 – June 30, 2019 Deputy Sheriff Association MOU**

**DEPARTMENTAL RECOMMENDATION:**

Request Board ratify and approve the July 1, 2016- June 30, 2019 Memorandum of Understanding between the County of the Inyo and the Deputy Sheriff's Association (DSA) and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

Your Board has given direction regarding negotiations on the current contract with the Deputy Sheriff's Association (DSA). At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

**ALTERNATIVES:**

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with DSA.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department  
 County Counsel

**FINANCING:**

The increased costs will be absorbed in the Sheriff's Department Budget this fiscal year. Future year increases will be addressed during the budget process.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">             Approved: <u>yc</u>      Date <u>11/30/16</u> </div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">             Approved: _____      Date _____           </div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">             Approved: <input checked="" type="checkbox"/>      Date <u>11/30/16</u> </div>

**DEPARTMENT HEAD SIGNATURE:** (Not to be signed until all approvals are received)  
Kevin Carunchio      Date: 11/30/16  
 by DL

# **MEMORANDUM OF UNDERSTANDING**

**between**

**INYO COUNTY DEPUTY SHERIFF'S  
ASSOCIATION**

**and**

**COUNTY OF INYO**

**July 1, 2016, to June 30, 2019**

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**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF INYO  
AND  
THE INYO COUNTY DEPUTY SHERIFF'S ASSOCIATION**

July 1, 2016, to June 30, 2019

**Section 1 – Introduction**

**Article 1 – Recognition**

The County of Inyo (hereinafter called the "County") has recognized the Deputy Sheriff's Association (hereinafter called the "Association") as the formally recognized employee organization bargaining unit for the purpose of meeting its obligations under the Myers-Miliias-Brown Act, Government Code §3500, *et seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. This Agreement applies to all employees in the Association bargaining unit.

**Article 2 – Purpose**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to promote and provide for the continuity of operation and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise from the provisions of this MOU; and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

**Article 3 – Non-Discrimination**

Section 1: The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code §3500 to §3511.

Section 2: The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring

a modification or change in any provision or provisions of this MOU in compliance with state and federal anti-discrimination laws.

Section 3: Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

#### Article 4 – Personnel Rules and Regulations

A. County Personnel Rules and Regulations as adopted by the Board of Supervisors and all amendments thereto are incorporated herein.

B. The Department and Association agree to continue implementing the Department Rules and Regulations as most recently revised.

#### Article 5 – Membership

Safety members who are not a Lieutenant, Chief Investigator or the Sheriff are members of DSA.

#### Article 6 – Merit System Membership

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

## Section 2 – Salaries / Additional Compensation

The members of the Association shall be paid every two weeks. The County will make every effort to see that employees in outlying stations receive their checks on the last County business day of each pay period.

### Article 1 – Salaries

Retro to July 14, 2016 – 1% salary increase  
July 13, 2017 - 1% salary increase  
July 12, 2018 – 2% salary increase

The salaries of Association members (with said increases included) shall be as set forth in Attachment A.

### Article 2 – Step Raises

Merit step raises will become effective on the first day of the month.

### Article 3 – Overtime and Compensatory Time

- A. Overtime will be paid at a rate of one and one-half (1.5) times the regular wage rate. The rate of overtime shall be paid at the hourly wage computed on the basis of the monthly salary times twelve (12) months divided by the number of working hours in a year, 2080 (52 weeks x 40 hours per week = 2080 hours.)
- B. Overtime shall be paid as defined in A above after the employee has completed forty (40) hours of work in a workweek. Hours of work shall not include time scheduled as compensatory time or holiday leave. Hours of work shall include time off scheduled as sick leave or vacation leave.

**Comment [SD1]:** Delete since holiday pay is in place

A member may choose to place overtime into the compensatory time off leave accrual. Compensatory time off accruals shall not exceed 120 hours (15 days). Compensatory time off shall be taken with the approval of the Department.

### Article 4 – Standby and Callout and On-Call

- A. Minimum Call-Out for Sergeant, Investigator, Corporal, Deputy
  - 1. In the event a member is called out to work other than his regular shift, he will be paid a minimum of three (3) hours at

time and one-half for any call-outs regardless of time required to complete the calls.

2. A Call-Out is constituted by the member being notified of the detail, making preparation to respond to the detail, notifying dispatch, forming their unit, they are in service and en route to the detail.

B. Standby: In the event that a member is required to remain in his beat area, on his regularly scheduled day off, or before or after his regular shift, he shall be paid three (3) hours straight time pay per eight-hour standby period with a minimum of one (1) hour at straight time pay. Standby time shall not count as hours worked for purposes of calculating overtime.

Standby time will only be used in emergency situations. An emergency is defined as a National, State or Local disaster, or an impending immediate danger to the public peace or safety, or other such specific event as declared by the Sheriff or his designated representative.

C. On-Call: In the event that a member is required to remain within the County, on his regularly scheduled day off, or before or after his regular shift, he shall be paid three (3) hours straight time pay per eight-hour On-Call period with a minimum of one (1) hour of straight time pay. On-Call time shall not count as hours worked for purposes of calculating overtime.

1. Investigators shall receive eight (8) hours of straight time for on-call status per two (2) day weekend. In the event of a three (3) day weekend, Investigators shall receive twelve (12) hours straight time for On-Call status.
2. Corporal/Investigators placed into On-Call status shall not have such compensation count as hours worked for purposes of calculating overtime.

## Article 5 – Scheduling

- A. Regular twenty-eight (28) day work period schedules will be posted seven (7) days prior to the first day of the work period. Exceptions may have to be made when emergencies are determined by the Sheriff or his designated representative.
- B. Members subject to shift rotation shall be rotated on a one (1), two (2)

or three (3) twenty-eight (28) day work period basis. Rotation is to be through all shifts. Frequency of rotation will be at the discretion of the Division Commander.

Nothing in this section shall preclude a member from working an unpopular shift for a period of time greater than the designated rotation period if:

1. Such schedule and assignment has been mutually agreed upon by the member and the Division Commander and;
  2. Until the time such shift is requested by another affected member assigned to the same duty station.
- C. Supervisory Members will work shifts as assigned by the Division Commander. Corporal Members shall be entitled to shift rotation within a period not to exceed six (6) months.

## Article 6 – Workday and Workweek

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Sunday through 12 midnight on Saturday).

- A. Employees on an eight-hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Employees on a four-day, ten-hour per day work schedule will work four consecutive days with three consecutive days off.
- C. Employees on a three-day, twelve-hour per day work schedule will work six twelve-hour shifts and one eight-hour shift per fourteen day work period for a total of 80 work hours.
- D. The County Administrator may in his discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

## Article 7 – Shift Differential

- A. Members assigned to work swing shift shall receive an additional 2% compensation. Shifts designated as swing, P.M. and evening are the swing shift.

- B. Members assigned to work graveyard shift shall receive an additional 4% compensation. Shifts designated as Graveyard and Night are the graveyard shift.
- C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.

#### Article 8 – Retention Incentive Pay

County agrees to provide the following retention incentive increases:

At year 6 on the anniversary date the employee will receive a 1 percent increase to the base salary and will receive a ½ percent increase every year after until employee reaches a total of 8 percent and 20 years of service.

#### Article 9 – Class “B” License

County will provide a 2.5% of base pay incentive for members, who hold and maintain a Class B driver’s license. Number of positions eligible will be determined by the Sheriff.

#### Article 10 – Bilingual

County agrees to compensate members who meet bilingual proficiency qualifications an additional five percent (5%) of base pay. The Sheriff shall designate the languages and testing requirements, including periodic re-examination of proficiency as deemed appropriate, which will determine the qualifications for and maintenance of this incentive.

#### Article 11 – Uniforms

- A. County agrees to pay a uniform allowance of \$1,000 per year for the cleaning, replacement and maintenance of member's clothing.
- B. This allowance shall be paid quarterly in the amount of \$250. This payment shall be payable on the last payroll date of each quarter.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.

- D. New employees receive up to \$500 as reimbursement upon proof of uniform purchases. This \$500 is to come from the current \$1,000 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

## Article 12 – Safety Equipment

The County agrees to supply the following safety equipment to new members. Lateral entries into the department will have the opportunity of using their own equipment or having the County furnish the equipment to them. If members wish to purchase equipment that is not standard issue of the County, they may do so at their own expense. This equipment will be replaced on a fair "wear-and-tear" basis as determined by the appropriate evaluating authority of the Inyo County Sheriff's Department. All equipment shall meet department approval.

*Gun*  
*Holster*  
*Sam Browne belt and accessories*  
*Baton and holder*  
*Handcuff case and handcuffs*  
*Flashlight (batteries and bulb)*  
*Ammunition and holder*  
*Safety helmet*  
*Body armor (ballistic vest)*  
*Parka*  
*Rain gear, jacket and pant protectors*  
*Load Bearing Vest*

Ear protectors and shooting glasses will be kept at the various Sheriff stations to be issued on an as-needed basis. These items will not be issued individually to each member.

Association agrees to waive all claims for sums expended by its members to purchase equipment.

## Article 13 – Sick Leave Buyout (terminating January 1, 2017)

Any member may, at the members option, exchange up to ten (10) days accrued unused sick leave with the County for monetary compensation at the employee's current hourly rate upon the following conditions:

- A. A maximum of ten (10) days of accrued unused sick leave may be exchanged during any calendar year.
- B. The exchange will be made on or before December 5<sup>th</sup> of each year.

- C. After the exchange, the member must maintain a minimum balance of one hundred (100) hours of accrued unused sick leave.

Effective January 1, 2017 sick leave buyout will be eliminated as to all members.

## Article 14 – Other Compensation

### A. Education Incentive

1. County agrees to compensate Members holding Associate College Degrees and/or an Intermediate Certificate issued by Peace Officers Standards and Training an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding Bachelor College Degrees and/or an Advanced Certificate issued by Peace Officers Standards and Training an additional five percent (5%) of the Member's classification base pay.
3. County agrees to compensate members holding a Supervisory Certificate issued by Peace Officer Standards and Training an additional two and one-half percent (2 ½%) of the member's classification base pay.

### B. Qualification Incentive

All members who qualify as "Expert" or a higher rating at a quarterly qualifying shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the department once each quarter with a department appointed Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

The Range Master must certify to the Sheriff, or his designee, a list of those members qualifying for this incentive.

### C. Canine Pay

Retroactive to July 1, 2016, members who are assigned as K-9 Handlers shall receive an additional \$100 \$300 per month for the care of the feeding of the canine outside the normal working hours. .

#### D. Resident Deputy Pay

Members assigned to Independence, Big Pine, and Olancho as resident deputies shall receive an additional \$100 per month. Members assigned to Death Valley, Tecopa and Shoshone as resident deputies shall receive an additional \$400 per month without deduction for rent/maintenance of County owned housing.

The personnel transferring or assigned to the Tecopa/Shoshone resident post as described in the MOU who choose to live in Pahrump, Nevada will receive half the designated resident deputy pay for Remote Availability Compensation. The employee must reside within 30 minutes of the assigned post.

#### E. Premium Pay/M.I.N.T.

This category of compensation commonly termed "premium pay" is for a specific position occupied by a member of the DSA. Under the newly reformed M.I.N.T. Task Force, the M.I.N.T. Council agreed that it would select a Supervising Agent from an M.I.N.T. member, which includes the Sheriff's Department and District Attorney's Office. The M.I.N.T. Council has sole discretion to appoint the Supervising Agent, which decision is not subject to review.

- A. In the event the M.I.N.T. Council appoints a member of the Association to the Supervising Agent position, the member will be reporting to and receiving orders from the M.I.N.T. Council, which is composed of the heads of various local law enforcement agencies, including but not limited to the Sheriff's Department and District Attorney's Office. The parties hereby agree that any member appointed to the Supervising Agent position will be supervised by the M.I.N.T. Council, in addition to the regular supervision by his superiors at the Sheriff's Department or District Attorney's Office.
- B. The responsibilities of Supervising Agent include significant duties and responsibilities, which may be above and beyond those usually associated with the position of the member appointed as Supervising Agent. Accordingly, the parties agree that in the event the M.I.N.T. Council selects a member as the Supervising Agent, the position of M.I.N.T. Supervising Agent shall be compensated by payment commensurate with that of Sergeant. This premium pay above the member's base salary shall be paid to any member below the rank of Sergeant, occupying the position of Supervising Agent of the M.I.N.T. Task Force.
- C. Appointment to the position shall be at the sole discretion of the M.I.N.T. Council with the approval of the Sheriff or District Attorney. Premium pay for this position will be paid upon

appointment to Supervising Agent, retroactive to the date of appointment, and for the period of time the member remains the Supervising Agent. A member may be relieved of his position of Supervising Agent at any time and for any reason by the M.I.N.T. Council, so long as the member is provided thirty (30) days prior written notice of such decision. The member may also be relieved of the position of Supervising Agent, upon thirty (30) days prior written notice, if the M.I.N.T. Task Force is disbanded or if the Sheriff or District Attorney withdraws that department's participation in the Task Force, which may be done at the department head's sole discretion. The removal of a member from the Supervising Agent position and subsequent loss of premium pay, by the Sheriff or District Attorney for disciplinary reasons, is subject to the rules regarding discipline; however the subsequent removal by the M.I.N.T. Council and subsequent loss of premium pay for non-disciplinary reasons is not subject to review and not subject to disciplinary rules. The payment of premium pay will not affect any other compensation or other terms and conditions of employment of the member occupying the position of Supervising Agent, nor will the member suffer any loss of compensation or benefits by reason of payment of premium pay.

- D. The appointment of a member to Supervising Agent of the M.I.N.T. Task Force is neither a promotion nor acting out of classification.

#### F. Field Training Pay

Retroactive to July 1, 2016, County agrees to compensate members assigned as Field Training Officers. Members assigned as Field Training Officers shall receive an additional five percent (5%) above base pay.

#### Article 15 – Special Assignment/Acting/Consecutive Days

- A. There will be no special assignments in excess of five (5) days in any thirty (30) day period out of one's beat area, except in major emergencies or when requested by the employee.

The term, "Special Assignment," is defined as "an assignment to an event or post where the member would be required to remain overnight or in some other way be unable to return home after duty hours due to some action on behalf of the Department."

Compensation for any assignment out of a member's beat area

shall include travel time commencing from regular duty station and terminating upon return to regular duty station (e.g., if member is assigned temporarily from Bishop to Lone Pine, compensation commences when member checks in at Bishop; compensation further terminates when the Member returns to Bishop.) If member is on special assignment, compensation is not paid for off-duty time.

- B. Members assigned duties as Acting Sergeant, Acting Investigator or Acting Corporal for a period of eight (8) calendar days will be paid at the higher classification, retroactive to the first day worked in the acting classification, after the initial eight (8) day period and until they are no longer assigned to the "Acting" position.

A member placed into an acting position in a class with a higher salary range will be paid either at the minimum of the new range or at the nearest higher rate that he would otherwise be entitled.

"Acting Sergeant," "Acting Investigator," or "Acting Corporal," shall mean an employee assigned by the Sheriff, or his designated representative, to perform all the duties and assume full responsibility for the designated position.

- C. The scheduling policy is five (5) days on, two (2) days off. During the course of this MOU, an attempt shall be made to address the memberships concerns of having rotating days off. To address this, the following scheduling process may be used if desired by a majority of effected members within a Division.

Days off shall be distributed throughout the calendar year to equal the total number of holidays, Saturdays, and Sundays. Scheduling supervisors shall make every effort to schedule deputy members in a five (5) day on - two (2) day off format. At times this becomes impossible (most notably at shift change rotations and when attending training.) When that occurs, and the deputy member is scheduled to work a sixth (6th) day in a row:

1. The scheduling supervisor will attempt to assure the deputy member receives the total number of days off due for the scheduling period, and
2. For any days scheduled beyond five (5) days (with the deputy member receiving the correct number of days off for the scheduling period) the deputy member shall receive four (4) hours of straight-time pay in addition to his straight-time pay unless the deputy member is entitled to

overtime pay under Section 2, Article 3 for such day, in which case the deputy member shall only receive overtime pay and shall not receive the additional pay provided for in this section.

This paragraph will not apply if the days scheduled beyond five (5) days are the result of shift change rotations or attendance at training.

3. When the deputy member is required to work beyond five (5) days and does not receive the total number of days off required in the scheduling period, the deputy member shall be compensated as follows:
  - (a) if the member is entitled to over-time pay under Section 2, Article 3 for the day, the member shall receive that pay plus 8 hours of straight-time; or
  - (b) if the member is not entitled to over-time pay per Section 2, Article 3 the member shall be paid time and one-half (1-1/2) in additional to their regular straight time pay.
4. No Deputy member shall be scheduled for a seventh (7th) day in a row without a Command Officers approval based on a clear statement of department need.

This modified scheduling is granted by the department at the request of the Association and during the course of the MOU may be withdrawn at the request of either the Department or Association with no explanation, and if implemented or withdrawn, shall not be grounds for a grievance. This article may be implemented or withdrawn on a Division by Division basis, solely at the discretion of the Department. In the event this scheduling modification is withdrawn by either side, the language for this section reverts back to that of Article 25C of the previous MOU as follows:

*"No member shall be given less than two (2) consecutive days off in a row in any consecutive seven (7) day period unless assigned to work overtime; and days off shall be distributed throughout the calendar year to equal the total number of the holidays, Saturdays and Sundays."*

D. 12-hour work schedule is adopted for all jail personnel, Deputies assigned to the jail. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8 hours shift per fourteen (14) day work period for a total of 80 work hours.

Work Period: the work period is defined as Sunday through the second Saturday following and will be the same fourteen (14) day work period for all jail personnel. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all jail personnel.

[The Sheriff's Office is requesting that the above language be added to the Inyo County Personnel Rules and Regulations, article 5.17 defining of a "Work Week."]

Work Time/ Overtime Compensation: It is understood that all hours worked over 80 hours in the work period will be considered and paid as overtime. "Work Time" is defined as all time physically on the job (including travel time for training). Overtime will be compensated in accordance with the Inyo County Personnel Rules and Regulations, article Five (5) section 5.15.

Shift Differential: Employees working the 6 p.m. to 6 a.m. will receive the graveyard shift differential of 4%.

E Members required to work a double shift will be paid at the rate of time and one-half (1-1/2) for the second shift.

F. Members required to work a full second shift in a 24-hour period shall be paid at the rate of time and one-half (1-1/2). This shall not apply during normal shift rotation.

## **Section 3 – Leave**

### **Article 1 – Vacation**

Accrual rates and use of vacation leave are defined in the County Personnel Rules and Regulations Manual.

- A. The maximum amount of vacation days, which may be accrued, shall be 280 hours.
- B. In the event an employee would cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his Department Head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

### **Article 2 – Holidays**

Association members shall not be entitled to leave (paid day off) for any holidays but shall instead receive “Holiday Pay” as described in Article 7 below: .

### **Article 3 – Sick**

Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

### **Article 4 – Flexible – Not Applicable**

### **Article 5 – Maternity**

Personnel Rule 10.2 governs maternity leave.

### **Article 6 – Leave Pool**

County agrees to the creation of leave pool for member(s) who exhaust all accrued leave due to non-industrial injury or illness.

All members will donate an equal amount of leave from holiday leave, sick leave, or compensatory time off accruals. The Association will notify County of which type of leave is being donated to the pool and the amount donated per Member.

All members will donate to the pool on an as-needed basis. Maximum leave to be donated to a member will be 90 days per occurrence.

#### Article 7 – Holiday Compensation

In lieu of receiving leave (paid day off) for holidays, members will be paid for holidays as follows: The County will pay 7% (3.5% each payment) of base salary. The payments will be made semi-annually on the first payroll in June and December.

January 1, 2017 – Holiday pay will be increased by 1%. (total 8%)

January 2, 2018 – Holiday pay will be increased by .5% (total 8.5%)

### Section 4 – Other Benefits

#### Article 1 – Insurance

A. Medical – County will pay 80% of premium, employee will pay 20% of premium on either PORAC, PERSCHOICE or PERS SELECT

1. County agrees to pay 50% of the annual deductible of both plans. Payment of the deductible amount will be by reimbursement to the employee.
2. Employees may opt out of health insurance if they have other medical coverage. If they do so, the county will pay the following amounts to the employee per pay period:
  - i. Employee only coverage - \$ 92.31
  - ii. Employee plus one - \$ 184.62
  - iii. Employee plus family - \$ 276.93

#### B. Dental

County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

C. Optical

County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.

D. Life

County agrees to pay 100% of the premium for life insurance during the term of this MOU.

E. Short-Term Disability

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator.

F. Long-Term Disability

County agrees to pay 100% of the insurance premium for existing Long Term Disability Program for the term of this MOU.

## Article 2 – Retirement Provisions

A. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.

1. County agrees to pay the member's contribution for retirement at the rate of 9% for the 3% at 50 PERS retirement.
2. PERS benefit to safety employees shall consist of:
  - a. The "highest year" computation for these employees will be based on highest one year's salary.
  - b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.
  - c. County will pay 100% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691.

- d. All other provisions as amended in the County PERS contract.
- B. The County agrees to provide all employees hired before January 1, 2013 the 3% at 50 formula PERS retirement for safety members. The “highest year” computation for these employees will be based on the three (3) highest paid years of service.
- C . County will implement PEPERA as outline in the law for all new employees hired after January 1, 2013.

### Article 3 – Flexible Spending Program

County will pay the administration fee for each employee who participates in flexible benefit spending program allowed by Section 125 of the Internal Revenue Code.

### Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

### Article 5 – Part-time Benefits – Not Applicable

### Article 6 – 401A Retirement Plan (former PORAC Premier Plan)

County agrees to pay \$30 per member, per month to a 401a plan for the term of this MOU.

## **Section 5 – Policy and Procedures**

### **Article 1 – No Smoking Policy**

County and Association agree to a No Smoking policy as a condition of employment for new hires.

### **Article 2 – Drug and Alcohol Policy**

A. The Association agrees to the County Alcohol and Drug Abuse Policy as last amended, September, 1991. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. Except as provided in the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation (as referenced below), the County also agrees that members who are required by the department to undergo an alcohol or drug test as described in the policy will:

1. Be entitled to a second sample and independent analysis of the second sample; and
2. Be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.

B. The Association also agrees to the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as last amended April 1, 1998.

### **Article 3 – Employee Assistance Program**

County will provide an Employee Assistance Program.

### **Article 4 – Travel Pay**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

### **Article 5 – Tuition Reimbursement**

The County agrees to reimburse educational expenses up to a maximum of \$350 per year per member for tuition and books approved by Department Head and CAO.

The County agrees to consider allocating an additional amount to any given member, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the Sheriff's recommendation for payment is necessary.

The County will reimburse the member for course work completed with a grade of 2.0 or higher or a Certificate of Completion if no grade is given. The member must submit a final grade report or a Certificate.

If a member makes a commitment to attend course work either in county or out-of-county, the department will make every attempt to accommodate a member's request for duty scheduling to allow for successful course completion. The member will be required to utilize leave time, if time off in excess of normally scheduled time off is required, for successful course completion.

If the Department grants scheduling priority to a member and such a priority causes other members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

#### Article 6 – Re-opener

At any time during this MOU, the County may re-open and meet and confer with Association regarding any or all of the following topics:

- Inyo County Sheriff's Department Cellular Phone policy
- Second tier retiree health benefits
- Tuition Reimbursement Program

#### Article 7 – Mistaken Overpayments

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of the overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

#### Article 8 – Probation Period

All employees considered as laterals will serve an twelve (12) month probationary period. Employees considered as new hire employees will serve an eighteen (18) month probationary period. At twelve (12) months a probationary step increase will be granted if satisfactory evaluation is received. All new promotional positions will serve a twelve (12) month probationary period.

## Article 9 – Departmental Cooperation

- A. The Sheriff's Department will allow reasonable space on bulletin boards for the posting of Association notices and information.
- B. The Department will allow the Association to distribute material through the Department's traffic distribution system.

## Article 10 – Personnel Complaints Per Section 832.5 of the California Penal Code

- A. Personnel complaints will be taken as required by law.
- B. In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in §3300 through §3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the Investigator's Report along with the reason, if known.

## Article 11 – Internal Affairs

- A. This MOU hereby incorporates by reference the provisions of §3300 through §3311 of the Government Code of the State of California, which Sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act.
- B. Rights under the Skelly Decision: This MOU hereby incorporates by reference the holding of the California Supreme Court in Skelly v. State Personnel Board, 15 CaL3D. 194; 124 CaLRptr. 14, 530; P 2d, 774, it being understood that this decision has reference to the constitutional rights of public employees with respect to punitive and disciplinary action taken against said employees by management. Said decision shall be incorporated in this agreement subject to any and all court decisions, which may modify or alter the decision in any way.

## Article 12 – Court Time

When a member is off duty and is subpoenaed or called to appear in court, the member will be paid time and one-half (1-1/2) for a minimum of four (4) hours.

- A. Actual hours worked shall be credited to hours worked for purposes of calculating overtime.

- B. In the event a member becomes subject to a “Call-Out” in conjunction with court time, only one minimum, either “Call-Out” or Court Time, compensation will apply.

### Article 13 – Appointment Within Department

An applicant for appointment or promotion in the Sheriff’s Department shall be processed in accordance with the County Merit System. Whenever possible, promotions through the rank of Sergeant will be made within the Department.

A. Examinations to be administered using the below listed procedures:

- 1. Sergeant's Exam
  - a. Oral exam only.
  - b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.
  - c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.
- 2. Investigator Exam
  - a. Oral exam only.
  - b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.
  - c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.
- 3. Corporal Exam
  - a. Oral exam only.
  - b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Sergeant or above.
  - c. No civilian personnel to sit on the oral board with

exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

B. Oral Board Guidelines

1. Review of past yearly evaluations.
2. Review of past departmental disciplinary action with candidate allowed reasonable time to explain his position on such past action.
3. Past experience of supervision or ability to supervise.
4. Educational accomplishment.

C. Job Experience Requirement: A minimum of three (3) years as a full-time Peace Officer in the State of California, the last two (2) years of which shall have been with the Inyo County Sheriff's Department and must possess an Intermediate P.O.S.T. Certification.

D. Promotional Eligibility List

1. Separate lists shall be maintained for the position of Corporal, Investigator and Sergeant.
2. Lists shall be available for review by all candidates.

#### Article 14 – Administrative Reorganization

If Department layoffs are required, those having a below-standard evaluation at last annual evaluation will be laid off first, and, thereafter, layoffs will be made by seniority.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

#### Article 15 – Transfers

The Sheriff shall notify the membership of all opportunities for permanent and/or temporary transfers. This notification shall indicate whether the transfer is permanent or temporary and if temporary the duration of the assignment. members interested in the transfer position will be allowed a minimum of seven (7) business days to respond by memo of interest for the transfer and must comply with all requests for any resumes or other supplemental information requested by

the Sheriff in order to be considered for the transfer.

All transfers, permanent or temporary shall first consider any member(s) desiring to volunteer for the transfer. If more than one member volunteers for the transfer, the Sheriff shall consider seniority as the basis for making the selection to transfer. If the employee ultimately selected for the transfer is a member with less seniority than other interested members, the Sheriff must provide written documentation for his decision to the County Administrator.

In the event of an emergency, the Sheriff or his designee may make temporary transfer assignments not to exceed 90 days in duration.

#### Article 16 – Seniority

Seniority shall be determined by length of service within a rank. If seniority within the rank is not determinative between two or more members of the same rank, than length of service with the Department shall prevail.

The County shall provide the Association with a list of members showing each member's department employment date and rank appointment date.

### Section 6 – Other Terms

#### Article 1 - Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of this MOU shall be:

A: County:  
County Administrator  
P.O. Box N  
Independence, CA 93526

B: Association:  
President, Inyo County Deputy's  
Sheriff's Association  
P. O. Box 36  
Independence, CA 93526

#### Article 2 – No Strike – No Lockout

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slow down, sick out or any other job action by withholding or refusing to perform services.
- B. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of this MOU or

applicable ordinance or law.

- C. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- D. In the event that anyone or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in paragraph A of this article above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

### Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstance, if the Chief Administrative Officer or his designee so declares, any provision of this MOU, the Personnel Rules or resolutions of the County which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

### Article 4 – Re-Opener Clause

Either the DSA or the County may reopen this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to meet regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

### Article 5 – Organizational Rights and Responsibilities

**Section 1.** Dues Deductions - The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 2.** Indemnification - The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of

such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

### **Section 3. DSA Release Time**

- A. The Department will allow the on-duty officers of the Association (President, Vice-President, Secretary and Treasurer) to attend to Association business on duty, conducted in a reasonable manner and for a reasonable amount of time, not to exceed two (2) hours at any one time.
- B. On-duty members of the Association may attend Association meetings within their beat areas for a reasonable amount of time, not to exceed two (2) hours at any one time.
- C. The conduct of Association business while on duty will not excuse any member from the duties imposed on the Sheriff and his deputies by Federal, State, or Local law, nor from any act or omission contrary to the rules and resolutions, orders, either written or verbal, and policy of the Department and the County of Inyo.

### **Article 6 – Separability**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

### **Article 7 – Sole and Entire Memorandum of Understanding**

- A. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.
- B. The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

### **Article 8 – Term of MOU**

This Memorandum of Understanding shall continue and be in full force and effect until June 30, 2019 or until the negotiations for a comprehensive MOU

between the County and Association for the period beginning July 1, 2019 have concluded, whichever is later. For purposes of this Article, negotiations are concluded when (1) the County and Association enter into a comprehensive MOU for the period beginning July 1, 2019, or (2) either County or Association declares impasse with regard to negotiation for a comprehensive MOU for the period beginning July 1, 2019. The County will provide each employee represented by the Association a copy of this and all subsequent MOUs.

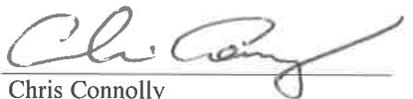
#### Article 9 – Equity Reductions

Recognizing that furloughs do not have the same desired budgetary effect in the Sheriff's Department as it does in other departments, the DSA agrees to open the MOU to identify and implement reductions that have equal impacts on DSA employees as those agreed to by other County bargaining units, as a group, up to a maximum of the equivalent of 10 days of sick leave buy back per year. If the reductions agreed to by other bargaining groups are in excess of the equivalent of 10 days sick leave buy back, County and DSA agree to meet and confer on the impacts over and above 10 days.

#### Article 10 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this



Chris Connolly  
President Inyo County Deputy Sheriff's  
Association

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Jeff Griffiths  
Chairperson Inyo County Board of  
Supervisors

**DSA EMPLOYEES**  
**EFFECTIVE DECEMBER 6, 2016**  
**(Retro Back to 7/14/16)**  
**1% COLA**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
067SA	4190	4402	4615	4857	5098
067SB	4400	4621	4844	5099	5353
067SC	4620	4852	5088	5354	5621
067SD	4734	4974	5215	5487	5762
070SA	4602	4831	5065	5329	5596
070SB	4832	5074	5319	5596	5877
070SC	5074	5326	5584	5877	6169
070SD	5200	5460	5725	6023	6325
071SA	4847	5090	5337	5616	5894
071SB	5089	5345	5603	5896	6190
071SC	5344	5613	5883	6191	6498
071SD	5477	5752	6031	6346	6661
074SB	5320	5587	5859	6163	6472
074SC	5586	5869	6152	6471	6797
074SD	5727	6015	6306	6633	6966

**DSA EMPLOYEES**  
**EFFECTIVE JULY 13, 2017**  
**1% COLA**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
067SA	4232	4446	4661	4906	5149
067SB	4444	4667	4892	5150	5407
067SC	4666	4901	5139	5408	5677
067SD	4781	5024	5267	5542	5820
070SA	4648	4879	5116	5382	5652
070SB	4880	5125	5372	5652	5936
070SC	5125	5379	5640	5936	6231
070SD	5252	5515	5782	6083	6388
071SA	4895	5141	5390	5672	5953
071SB	5140	5398	5659	5955	6252
071SC	5397	5669	5942	6253	6563
071SD	5532	5810	6091	6409	6728
074SB	5373	5643	5918	6225	6537
074SC	5642	5928	6214	6536	6865
074SD	5784	6075	6369	6699	7036

**DSA EMPLOYEES  
EFFECTIVE JULY 12, 2018  
2% COLA**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
067SA	4317	4535	4754	5004	5252
067SB	4533	4760	4990	5253	5515
067SC	4759	4999	5242	5516	5791
067SD	4877	5124	5372	5653	5936
070SA	4741	4977	5218	5490	5765
070SB	4978	5228	5479	5765	6055
070SC	5228	5487	5753	6055	6356
070SD	5357	5625	5898	6205	6516
071SA	4993	5244	5498	5785	6072
071SB	5243	5506	5772	6074	6377
071SC	5505	5782	6061	6378	6694
071SD	5643	5926	6213	6537	6863
074SB	5480	5756	6036	6350	6668
074SC	5755	6047	6338	6667	7002
074SD	5900	6197	6496	6833	7177



**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

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Approval of Contract Amendments for Public Defender Contracts

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve the following amendments for public defender services:

1. Amendment #1 between County of Inyo and Sophie C. Bidet for the Provision of Professional Services as a Public Defender [Misdemeanors – North County] extending the end date to June 30, 2020 and increasing the contract amount by \$432,000, pending adoption of future budgets, and authorize the Chair to sign; and,
2. Amendment #1 between County of Inyo and Kristine L. Eisler for the Provision of Professional Services as a Public Defender [Felonies] extending the end date to June 30, 2020 and increasing the contract amount by \$450,000, pending adoption of future budgets, and authorize the Chair to sign; and,
3. Amendment #1 between County of Inyo and Josh D. Hillemeier for the Provision of Professional Services as a Public Defender [Misdemeanors – South County] extending the end date to June 30, 2021 and increasing the contract amount by \$540,000, pending adoption of future budgets, and authorized the Chair to sign.

**SUMMARY DISCUSSION**

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

On April 1, 2014, your Board took action to approve the original contracts with Sophie C. Bidet, Kristine L. Eisler and Josh D. Hillemeier, to ensure the provision of adequate Public Defender services, and to minimize potential conflicts (and provide coverage when conflicts exist). The current contracts will expire this June, and contracting attorney's approached this office and expressed an interest in extending their contracts. The terms were subsequently negotiated based on a review of caseload data (required to be provided as a result of refinements made to the public defender contracts in 2014).

The amendments being presented today will continue to provide the Public Defender services that the County is required to provide in a cost effective manner. The current cadre of contract public defenders work well together and minimize disruptions to the Court, the District Attorney's Office, and the County.

**ALTERNATIVES**

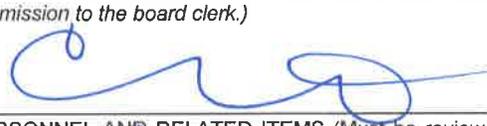
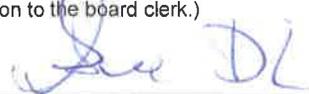
Your Board could choose to not approve of the amendments to extend the contracts with the Public Defenders, however, this is not advised as these amendments will satisfy the County's obligation to provide indigent legal services in an efficient and cost-effective manner. The terms of the contracts are fair considering caseloads and the discounted fees offered by the County when the contracts were initially negotiated. It is unlikely the current contractors would agree to continue to provide services at the current costs beyond June, and recruiting new contract attorneys is seldom a pleasant or fruitful task.

**OTHER AGENCY INVOLVEMENT**

The County Counsel's Office assisted in reviewing both the original contracts and amendments to ensure the contracts continued to meet the County's needs.

**FINANCING**

Funding for these amendments will be budgeted in the Public Defenders Budget #022600 in future County Budgets, contingent upon your Board's approval.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>11/28/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>11/23/2016</u> Date <u>yes</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>11/28/16</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 11-22-2016  
 (Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Sophie C. Bidet**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Sophie C. Bidet, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated April 1, 2014, on County of Inyo Standard Contract No. 160, for the term from April 1, 2014 to June 30, 2017.

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 April 1, 2014 to June 30, 2020 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Sophie C. Bidet for the provision of professional services as a Public Defender, the following is amended to read as follows:

**1. COMPENSATION.**

Add the following:

C. From July 1, 2017 through June 30, 2020: \$432,000/\$12,000 per month

**3. INCIDENTAL EXPENSES**

C. i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's Monthly Case Report for the prior twelve month (12-month) period (or, if less than 12-months data exists, the period up to 12 months for which data exists) submitted under Section H of Attachment A, and applied to the percentage that dependency funding is reduced by the Court.

The effective date of this Amendment to the Agreement is July 1, 2017.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Sophie C. Bidet  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

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

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

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

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

CONTRACTOR

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

Sophie Bidet

Type or Print

Dated: 10.26.16

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

**AMENDMENT NUMBER   1   TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Kristine L. Eisler**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Kristine L. Eisler, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated April 1, 2014, on County of Inyo Standard Contract No. 160, for the term from April 1, 2014 to June 30, 2017.

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 April 1, 2014 to June 30, 2020 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Kristine L. Eisler for the provision of professional services as a Public Defender, the following is amended to read as follows:

**1. COMPENSATION.**

Add the following:

D. From July 1, 2017 through June 30, 2020: \$450,000/\$12,500 per month

**3. INCIDENTAL EXPENSES**

C. i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's Monthly Case Report for the prior twelve month (12-month) period (or, if less than 12-months data exists, the period up to 12 months for which data exists) submitted under Section H of Attachment A, and applied to the percentage that dependency funding is reduced by the Court.

The effective date of this Amendment to the Agreement is July 1, 2017.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER   1   TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
  Kristine L. Eisler    
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

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

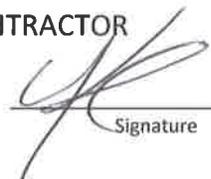
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

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

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

CONTRACTOR

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

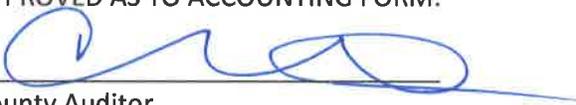
  KRISTINE EISLER    
Type or Print

Dated:   10/20/16  

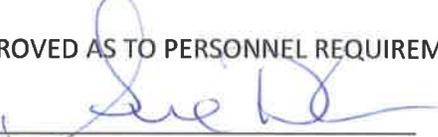
APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
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

**AMENDMENT NUMBER   1   TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Josh D. Hillemeier**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Josh D. Hillemeier, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated April 1, 2014, on County of Inyo Standard Contract No. 160, for the term from May 1, 2014 to June 30, 2017.

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 May 1, 2014 to June 30, 2021 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Josh D. Hillemeier for the provision of professional services as a Public Defender, the following is amended to read as follows:

**1. COMPENSATION.**

Add the following:

- |    |  |                              |
|----|--|------------------------------|
| C. | From July 1, 2017 through June 30, 2019: | \$264,000/\$11,000 per month |
| D. | From July 1, 2019 through June 30, 2021: | \$276,000/\$11,500 per month |

**3. INCIDENTAL EXPENSES**

- C. i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's Monthly Case Report for the prior twelve month (12-month) period (or, if less than 12-months data exists, the period up to 12 months for which data exists) submitted under Section H of Attachment A, and applied to the percentage that dependency funding is reduced by the Court.

The effective date of this Amendment to the Agreement is July 1, 2017.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Josh D. Hillemeier  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

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

\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF INYO

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

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

CONTRACTOR

By: \_\_\_\_\_  
*[Signature]*

*Josh D. Hillemeier*  
Type or Print

Dated: 10/26/16

APPROVED AS TO FORM AND LEGALITY

*[Signature]*  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*[Signature]*  
\_\_\_\_\_  
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:** County Administrator – Information Services

**FOR THE BOARD MEETING OF: December 6, 2016**

**SUBJECT:** Authorization to purchase desktop and laptop computers from Dell in an amount not to exceed \$138,265

**DEPARTMENTAL RECOMMENDATION:**

Pursuant to the technology refresh initiative; request your Board authorize the purchase of 75 desktop computers and 67 laptop computers and associated peripherals from Dell in an amount not to exceed \$138,265.

**SUMMARY DISCUSSION:**

The adopted 2013-14 budget included the establishment of a technology refresh practice that anticipates annual replacement of approximately 25% of the technology implemented at the County. This practice helps normalize the operating costs associated with necessary technology upgrades and maintenance.

For FY2016-17, 75 desktop computers and 67 laptop computers were identified for refreshment. Lenovo, Hewlett-Packard, and Dell equipment was evaluated. Information Services technical staff determined that the equipment from Dell was the clear price-performance winner.

The computers are to be purchased under WSCA (Western States Contracting Alliance) through Dell's contract: WN03AGW in compliance with section E.III.B.5 of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

**ALTERNATIVES:**

Your Board could choose to deny the request, modify the quantities requested and/or direct staff to determine alternate solutions. Denial of the request would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. The quantities recommended are based on the 25% replacement concept and modifications of those quantities are not recommended. Comprehensive analysis of the technology recommended was conducted; Information Services believes that further analysis would not result in a significantly different recommendation.

**OTHER AGENCY INVOLVEMENT:**

The technology refresh initiative affects all General Fund departments, though not equally each year, as well as some Non-General Fund departments choosing to participate.

**FINANCING:**

Funding for the purchase of the computers is available in the Board approved FY 2016-17 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

<b>APPROVALS</b>	
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: <i>Chy Shepherd</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11-14-14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ *[Signature]* Date: 11-14-14  
(Not to be signed until all approvals are received)



**AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO**

*For Clerk's Use  
Only:  
AGENDA NUMBER*

15

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **December 6, 2016**

SUBJECT: Software Maintenance for JALAN Criminal Justice System

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the renewal of a support services for licensed programs referred to as the JALAN Criminal Justice System from Sungard Public Sector Inc., for the period December 1, 2016 through November 30, 2016 in an amount not to exceed \$25,313.

**SUMMARY DISCUSSION:**

The Probation Department is still using the JALAN system to conduct daily operations as the transition to their new case management system; it is anticipated that use of JALAN will be discontinued prior to the renewal period in FY 2017-18. Continued use of the system is contingent upon annual renewal of the support services.

**ALTERNATIVES:**

Your Board could choose not to approve the renewal. In such case the County would lose its right to use the software. The alternative is not recommended since the software is important to the operations of the Probation department.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Probation Department uses and relies upon the JALAN system to conduct operations.

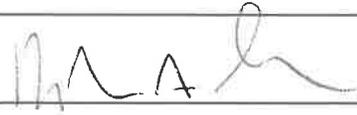
**FINANCING:**

The cost of the support service renewal for the period from 12/1/16 – 11/30/17 will be paid from and is budgeted in the Board approved Information Services FY 2016-17 budget [011801-5177] (Maint. of Computer Systems).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>11-14-16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 11-14-16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

16

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

**FROM:** County Administrator/County Counsel

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Approval of Contract Amendment #6 between Gregory L. James and the County of Inyo

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment #6 to the contract between Gregory L. James, Water/Environmental Attorney-Natural Resources and the County of Inyo, extending the term of the contract an additional 18 months through June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and Board's adoption of future budgets.

**SUMMARY DISCUSSION**

Mr. James continues to represent Inyo County on water-related matters and his expertise continues to be necessary to assist the County on natural resource and economic development issues, including solid waste, LADWP lease practices, and solar development. Mr. James consistently demonstrates the ability to handle numerous assignments in the area of environmental law while managing his time effectively and adjusting his schedule to meet work load requirements. Mr. James performs as a highly skilled and competent attorney in the area of Water/Environmental law and his services continue to contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmental-related matters including litigation.

This current amendment is not requesting any increase in the contract amount at this time. If, however, more substantial water/environmental/natural resource attorney work is necessary, additional and more detailed contract amendments may become necessary.

**ALTERNATIVES**

Your Board could choose to deny the approval of the amendment to extend the contract with Gregory L. James as recommended and direct that the office of County Counsel provide the County and its departments with legal services relating to natural resource matters with existing attorney staff. This would result in significant delays in completing request for legal services for all but the most critical matters

**OTHER AGENCY INVOLVEMENT**

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

**FINANCING**

Funding for this contract is provided through the Natural Resources Budget #010204, Professional Services Object Code #5265, and is included in the Board approved Fiscal Year 2016-2017 Budget. There are no changes in the contract amount at this time. However, if necessary, Mr. James' contract may come back to your Board at a future date with the request to increase the contract amount.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>12/1/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/24/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 11-22-2016  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 6 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gregory L. James  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, of Bishop, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated June 25, 2013, on County of Inyo Modified Contract No. 123, for the term from July 1, 2013 to December 31, 2016 (Extended with Amendment #5).

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 July 1, 2013 to June 30, 2018, unless sooner terminated as provided below.

**AMENDMENT NUMBER 6 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gregory L. James  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

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

COUNTY OF INYO

CONTRACTOR

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

By: Gregory L. James  
Signature

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

Gregory L. James  
Type or Print  
Dated: 11/7/2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
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

17

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

**FROM:** County Administrator - Planning

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Amendment #16 to the contract between the County of Inyo and Gruen Gruen + Associates

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment #16 to the contract between Gruen Gruen + Associates (GGA) and the County of Inyo, extending the term of the contract an additional 18 months through June 30, 2018, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained and Board's adoption of future budgets.

**SUMMARY DISCUSSION**

GGA has been, and is, available to provide Inyo County with various socioeconomic impact analyses relative to land use applications from private developers as well as the City of Los Angeles, and state and federal agencies.

GGA's contract was most recently amended (Amendment #15) by your Board to extend the term of the contract to December 31, 2016, in relation to extensive work regarding the Forest Service revision of the Forest Plan, and the potential effect of the Plan revision on various sectors of the County's economy. The result of this work was important in working with the USFS to identify information and issues which needed to be addressed in the new Forest Plan. The County's team coordinated with the Forest Service to develop the draft plan and Environmental Impact Statement. GGS also assisted the Agricultural Commissioner in developing an approach and scope of work for performing an analysis of agricultural economic impacts and relationships in the Eastern Sierra. Gruen Gruen + Associates has also been responsive in advising County staff on ways in which opportunity costs associated with City of Los Angeles land use practices can best be evaluated and quantified.

This contract amendment is recommended to keep GGA engaged to continue advising the County on similar projects, including a scope of work for a regional air services economic benefit analysis; potential re-uses of the Mt. Whitney Fish Hatchery should the County re-acquire that property from the State of California; and, and, ongoing land management and economic development opportunities as the materialize. This current amendment is not requesting any contract increase at this time. If, however, any of these upcoming potential projects result in the need for more substantial analysis and study, additional and more detailed contract amendments may become necessary.

**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 land use decisions, applications, and economic development initiative that could positively or negatively impact the Inyo County economy and the County's ability to provide basic public services.

**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**

Funding for this contract is provided through the Natural Resource Budget #010204 , Professional Services Object Code #5265, and is included in the Board approved Fiscal Year 2016-2017 Budget. There are no changes in the contract amount at this time. However, if necessary, the Gruen contract may come back to the Board at a future date with the request to increase the contract amount.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date: <u>12/1/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date: <u>11/30/2016</u>
PERSONNEL DIRECTOR:	BUDGET AMENDMENTS (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: 11-22-2016

**AMENDMENT NUMBER 16 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Gruen Gruen + Associates, a Corporation**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, a Corporation, 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, 2016 (Extended in length with Amendment #15).

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 October 26, 2010 to June 30, 2018 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, A CORPORTION**

**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, 2018)**

<u>Staff</u>	Standard <u>Hourly</u> \$
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 \$450 by \$100 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 16 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gruen Gruen + Associates, a Corporation  
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, President  
Signature

CLAUDE GRUEN, PRESIDENT  
Type or Print

Dated: November 17, 2016

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**

18

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

**FROM:** Thomas L. Hardy, District Attorney

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Request Authorization to increase Level of Salary for newly hired Legal Secretary II in the District Attorney's Office from Range 60 (\$3,823.00), Step C to Legal Secretary II, Range 60, Step E (\$4,216.00).

**DEPARTMENTAL RECOMMENDATION:**

Request authorization to authorize the E Step for newly hired Legal Secretary II in the District Attorney's Office from Legal Secretary II, Range 60 Step C (\$3,823.00), to Range 70 Step E (\$4,216.00).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Your Board approved the hiring of the Legal Secretary II on October 4, 2016. The Inyo County District Attorney's Office hired Coreen Harris, an experienced and qualified Inyo County Superior Court Clerk effective December 15, 2016. Ms. Harris has worked as a court clerk, and has over ten years of experience as a legal secretary with private firms, as well as experience working for law enforcement agencies.

Due to her exceptional qualifications, and pursuant to Section 5.5 of the Personnel Rules and Regulations of Inyo County, the District Attorney's Office is requesting an increase in the position Legal Secretary II, Coreen Harris, from pay Range 60, Step C (\$3,823.00 monthly) to Range 60, Step E (\$4,216.00), retroactive to her start date.

**ALTERNATIVES:**

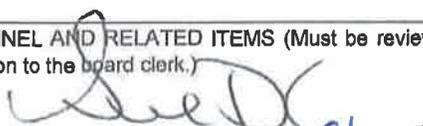
Do not authorize increase to step E.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

In the current 2016/2017 Fiscal Budget Number 022400, we have budgeted for this position.

<b>APPROVALS</b>	
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: <input checked="" type="checkbox"/> Date 11/29/16

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

11/29/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  19
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Thomas L. Hardy, District Attorney

**FOR THE BOARD MEETING OF:** December 13, 2016

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

**DEPARTMENTAL RECOMMENDATION:**

- A) Request Board Authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW16 25 0140) Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2016-2017.
- B) Amend the Fiscal Year 2016-2017 Budget Unit 620416 as follows: increase estimated revenue in State Grants (4498) by \$28,164 and increase appropriations in Medical Insurance by \$75.00; increase General Operating Expense by \$1,791; increase vehicles (5655) by \$26,298. (4/5's vote required)
- C) Authorize District Attorney, Thomas L. Hardy to sign any documentation to accept and utilize the grant on behalf of the County.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This is the (25th) twenty-fifth consecutive year we have applied for and been offered this grant.

Originally we anticipated the grant amount to be \$118,975. However, after the county's budgeting process, CalOES informed us that Inyo County would receive additional grants funds for FY 16/17. The awarded grant total is \$147,139. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

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

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator's salary and benefits at 100%. Further, we are able to fund approximately 20% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary II salaries and benefits to save the general fund.

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

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

**FINANCING:**

Grant amount is \$147,139. Budget Number 620416. The County expends funds and then a claim is made to the State for reimbursement quarterly.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/22/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/22/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

BUDGET OFFICER:  Date 11-22-2016

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 11-22-16



# Office of the County Counsel Request for Legal Services

From: Thomas L. Hardy  
Phone: 873-6657 (Maureen)  
Date: November 16, 2016  
Date: [Resubmit] \_\_\_\_\_  
Re: CalOES 2016-2017 Victim Witness Assistance Program Grant.

Dept: District Attorney  
Division Victim Witness  
Budget Unit/Object Code No. 620416  
Project No./Grant VW 16 25 0140

Action Requested: [Please check appropriate box(es)]

- Review document as to form and legality
- Approval of Agenda Request
- Closed Session Request [Attach request in written form. The request must be received by CC on the Monday before the Preliminary Deadline for Agenda Items].
- Provide advice/representation regarding litigation: \_\_\_\_\_
- Other [specify]: \_\_\_\_\_

- Advise us regarding legal issues identified in attachments
- Prepare document identified in attachments

**RECEIVED**  
NOV 22 2016  
Inyo County District Attorney  
Independence

Response Requested: [Please check appropriate box(es)]:

- Call Us
- Written Reply
- Formal Legal Opinion
- Meeting with the following person(s): \_\_\_\_\_
- Suggested dates/time/location: \_\_\_\_\_
- Appear in Court at date/time/courtroom: [Please attach appropriate documents]

Priority: [Must check appropriate box]  Routine  Essential  **Critical Complete by As soon as possible.**  
[Must have completion date]

Must be signed by Department Head or Authorized Officer:

Signature of Requester: *Thomas L. Hardy* Thomas L. Hardy

Distribution of Document:  Auditor  Personnel  Risk  Return to Department

For County Counsel Use Only:

**RECEIVED**  
NOV 18 2016  
Office of County Counsel  
Independence

Approved Date 11/22/16  
Signature *[Signature]*

Approved with Suggested Changes  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

Date Request Completed \_\_\_\_\_  
Signature \_\_\_\_\_

Pending Date \_\_\_\_\_  
(Returned for revision, additional info, etc.)  
Please resubmit orig legal request and back-up with revised docs.  
Signature \_\_\_\_\_

Assigned to: 14-1136, m.n.  
Date: 11/22/16

See attached or reverse side for reply

4/6/00



COPY

October 27, 2016

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

Subject: **NOTIFICATION OF APPLICATION APPROVAL**  
Victim/Witness Assistance Program  
Subaward #: VW16 25 0140, Cal OES ID: 027-00000

RECEIVED  
NOV - 2 2016  
Inyo District Attorney  
Independence

Dear Mr. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$147,139, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

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

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

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

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

VSPS Grants Processing

Enclosure

c: Subrecipient's file



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  20
---

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Authorization to Submit Grant Application for CMSP Funds

**DEPARTMENTAL RECOMMENDATION:**

Request Board authorize the Department to submit application for the CMSP County Wellness and Prevention Pilot Project, for a three-year funding allocation of \$150,000, to be used to support telemedicine infrastructure throughout Inyo County, including in the Jail.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County is a member of the 35-county consortium known as the County Medical Services Program (CMSP), which provides health insurance coverage through pooled resources to the indigent adult population. This program meets the County's legal mandate to provide health coverage to indigent adults.

After Medi-Cal Expansion in California, approximately three years ago, the numbers of medically indigent adults decreased significantly within counties, leaving the CMSP consortium with a large reserve amount. The CMSP Board decided to release the reserve funds back to counties through a proposal process, allowing counties to fund health-related projects that could provide outreach or enrollment to potential CMSP eligible adults, targeting specifically one or more of these populations: adults with mental health or substance use disorders, homeless adults, young men of color, families of mixed-immigration status, or adults with limited English proficiency. The available amount is \$50,000 per year for each of three years.

The Department proposes to submit an application, due by December 20, 2016, to support and add to current videoconferencing/telemedicine equipment within the Jail, and in isolated locations within the County, as agreed to by our internal Information Services staff. Additionally, we propose to purchase evidence-based licensed software to assist in the assessment of addiction severity within the inmate population in our Jail, as well in outpatient services. A remaining small amount of funds will be used to address social determinants of health for indigent adults (meeting basic needs of food, housing, transportation, and clothing), which were key findings in a previous CMSP-funded research project addressing underlying issues linked to indigent adults' high utilization of hospital emergency room services. This proposal dovetails nicely with discussions and activities in the planning process both with Toiyabe Indian Health Project and Northern Inyo Hospital, as well as with our Community Corrections Partnership.

**ALTERNATIVES:**

Board could choose not to authorize this grant application, with no negative consequences.

**OTHER AGENCY INVOLVEMENT:**

Sheriff, Probation, Toiyabe Indian Health Project, Northern Inyo Hospital, Southern Inyo Hospital

**FINANCING:**

There is no financing involved in this request to submit an application for funding.

**APPROVALS**

**INFORMATION SERVICES:**



**INFORMATION TECHNOLOGY AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)*

Approved: YB

Date: 11/17/16

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



Date: 11-16-16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  21
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Planning Department – Yucca Mountain Repository Assessment Office

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Yucca Mountain Oversight – Joint Funding Agreement with U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert

**DEPARTMENTAL RECOMMENDATION:** Authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the Amount of \$8,000.00.

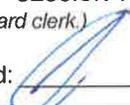
**SUMMARY DISCUSSION:** The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings reinitiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.

The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS recently expired. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

**ALTERNATIVES:** The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

**OTHER AGENCY INVOLVEMENT:** USGS, NPS, FWS, BLM, and Nye County

**FINANCING:** Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>11/15/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/16/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <u>Sue Dishon/wdc</u> Approved: <u>yes</u> Date <u>11/17/16</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 11/17/16  
(Not to be signed until all approvals are received)

Attachment – Joint Funding Agreement



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

PACIFIC REGION  
NEVADA WATER SCIENCE CENTER  
2730 N. Deer Run Road  
Carson City, Nevada 89701  
Phone: 775-887-7600; Fax: 775-887-7629  
Website: <http://www.usgs.gov/>

November 9, 2016

Jeff Griffiths, Chairperson,  
Inyo County, Board of Supervisors  
C/o Yucca Repository Assessment Office  
P.O. Drawer L  
Independence, CA 93526

Dear Mr. Griffiths:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2016 - September 30, 2017. Pending availability of Federal Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement, and return it to Helen Houston at [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov). Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

David L. Berger, Director  
USGS, Nevada Water Science Center

Enclosures

Cc: D. Bright  
NV Finance

Enclosure 2

17WSNV00137

**USGS Nevada Water Science Center**  
2730 N. Deer Run Road  
Carson City, NV 89701  
Fax: 775-887-7629  
DUNS: 178930541

**County of Inyo, California**  
Yucca Mountain Repository Assessment Office  
PO Drawer L  
Independence, CA 93526  
Phone: 760-878-0263  
Fax: 760-878-0382  
TID: 95-6000545  
DUNS: 010706687

**Technical Contact**  
Dan Bright  
Phone: 775-887-7660  
dlbright@usgs.gov

**Technical Contact**  
Joshua Hart, Planning Director  
Phone: 760-878-0268  
jhart@inyocounty.us

**Executive Contact**  
David L. Berger, Director  
Phone: 775-887-7658

**Executive Contact**  
Jeff Griffiths, Chairperson  
Phone: 760-878-0268

**Billing Contact**  
Helen Houston, Budget Analyst  
Phone: 775-887-7605  
NVFinance@usgs.gov

**Billing Contact**  
Diane Fortney, Project Coordinator  
Phone: 760-878-0263  
dfortney@inyocounty.us

**Any updates to contact information can be submitted to Helen Houston at [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov).**

Form 9-1366  
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000001003  
 Agreement #: 16WSNV00137  
 Project #: ZJ00EBM  
 TIN #: 95-6005445  
 Fixed Cost Agreement YES

**THIS AGREEMENT is entered into as of the, 9th day of November, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water-level and spring discharge monitoring network in Amargosa Desert herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$6,026.00	October 1, 2016		September 30, 2017
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$8,000.00	October 1, 2016		September 30, 2017
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00  
  
 Description of the USGS regional/national program:  
 N/A
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

**9-1366 (Continuation)**

**Customer #:**

6000001003

**Agreement #:**

16WSNV00137

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

County of Inyo, CA

**USGS Point of Contact**

**Customer Point of Contact**

**Name:** Daniel Bright  
**Address:** 2730 N. Deer Run Road  
Carson City, NV 89701  
**Telephone:** 775-887-7660  
**Email:** djbright@usgs.gov

**Name:** Joshua Hart, Planning Director  
**Address:** Yucca Mountain Respository Assessment Ofc.  
PO Drawer L  
Independence, CA 93526  
**Telephone:** 760-878-0268  
**Email:** jhart@inyocounty.us

**Signatures and Date**

**Signature:**  **Date:** 11/9/2016

**Name:** David L. Berger  
**Title:** Director

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** Jeff Griffiths  
**Title:** Chairperson, Inyo Co. Board of Directors



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

22

- 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 6, 2016**

**SUBJECT:** Certification that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2015 (October 1, 2015 – September 30, 2016), were expended in accordance with the provisions of applicable laws.

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board:

- 1) Certify that \$109,784.30 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 2016, monies were expended by Inyo County which had been previously provided to the 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). This year's expenditures are quite a bit higher than recent previous years as county and consultant staff spent considerable time reviewing and responding to the Supplemental Environmental Impact Statement prepared by the Nuclear Regulatory Commission which addressed the impacts of the proposed repository on groundwater.

**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.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>11/17/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>11/18/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

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



Date: 11/18/16

**CERTIFICATION OF EXPENDITURE OF FUNDS  
FOR FEDERAL FISCAL YEAR 2016**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2016 in the amount \$109,784.30 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: \_\_\_\_\_  
Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Darcy Ellis, Board Clerk  
Date \_\_\_\_\_

NOTE: If the County fails to provide such certification by December 31, 2016, 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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

23

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

**FROM:** Planning Department – Yucca Mountain Repository Assessment Office

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Yucca Mountain Oversight – Assignment of Agreement Between County of Inyo and Andy Zdon & Associates, Inc. (AZAI) for the Provision of Hydrological Consulting Services to Partner Engineering & Sciences, Inc.

**DEPARTMENTAL RECOMMENDATION:** Authorize the Chairperson to sign the correspondence from AZAI approving assignment of the Agreement Between County of Inyo and AZAI for the Provision of Hydrological Consulting Services to Partner Engineering & Sciences, Inc.

**SUMMARY DISCUSSION:** AZAI has been assisting the County in its evaluation of the proposed Repository for High Level Nuclear Waste at Yucca Mountain, Nye County, Nevada since 2015. Mr. Zdon provides specialty expert hydrological consulting services related to water resources in southeast Inyo County, and is intimately familiar with the hydrology of the area. Mr. Zdon has taken advantage of an opportunity to merge his firm into Partner Engineering Science, Inc., a respected national firm offering engineering, environmental, and energy consulting and design services, with a California office in Torrance. Mr. Zdon indicates that he would like to continue to provide services to the County at his new firm, and that he intends to be the primary staff person providing services.

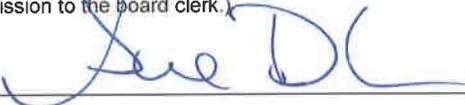
The contract between the County and AZAI provides that it may be assigned with the County's express written consent. Mr. Zdon has prepared a letter requesting the assignment for the County's consideration. Staff recommends approval so that Mr. Zdon can continue to be able to provide the County his specialty expert services.

**ALTERNATIVES:** The Board could not approve the assignment. This is not recommended because Mr. Zdon has provided specialty expert services to the County that would be difficult to obtain from any other contractors, and can only continue to do so through the assignment. The Board could direct staff to require that a new contract be prepared for consideration; this is not recommended as it would require more resources, and the existing contract provides for the assignment. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

**OTHER AGENCY INVOLVEMENT:** None directly.

**FINANCING:** Resources to compensate the contractor are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265, and the assignment does not alter the fee. Fund balance is available to finance this work.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/22/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>11/29/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>11/30/16</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 11/30/16  
(Not to be signed until all approvals are received)

Attachment – Assignment Correspondence

# ANDY ZDON & ASSOCIATES, INC.

Water Resources / Geology / Expert Services

November 17, 2016

Josh Hart  
County of Inyo Planning Department  
P.O. Box L  
Independence, CA 93526

Subject: Assignment of Contract

Dear Josh:

Andy Zdon & Associates, Inc. (AZI) hereby requests that the contract for services related to the Yucca Mountain project be assigned to:

Partner Engineering & Science, Inc.  
1761 E. Garry Avenue  
Santa Ana, California 92705  
(County of Orange)

Due to the growth of my practice, it has become clear that AZI either needed to hire additional staff, or join with another group. I have colleagues in Partner Engineering & Science I have known for nearly 25 years, and the timing and opportunity to fold AZI into Partner resulted in an easy choice. I will personally continue to provide the services related (as a member of Partner Engineering & Science) to the Yucca Mountain project as I have up to this date. I have forwarded this letter to Robert Traylor of Partner Engineering & Science who has reviewed this letter and has accepted the assignment for Partner (see attached e-mail). I am looking forward to continuing to provide the County of Inyo with the service that has been provided. Thank you for your consideration. There is space below for signature of the Board Director. If you have any questions or need additional information, please feel free to contact me at 925-974-3680.

Sincerely,  
Andy Zdon & Associates, Inc.



Andrew Zdon  
President – Principal Hydrogeologist  
Andy Zdon & Associates, Inc.  
2121 N. California Blvd., Suite 290  
Walnut Creek, CA 94596  
925-974-3680

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print name)  
Board Chair, Inyo County Board of Supervisors

**From:** [Traylor, Robert](#)  
**To:** [Andy Zdon](#)  
**Subject:** RE: Contract assignment - Yucca Mountain  
**Date:** Thursday, November 17, 2016 3:27:38 PM  
**Attachments:** [Contract 156\\_Zdon 5.9.2016.pdf](#)

---

Andy, I have reviewed the contract and find it acceptable for Partner for contract assignment. Please let me know what additional information or support you need from me. We look forward to you joining Partner and continuing support to Inyo County.  
Thank you,

Robert Traylor, PG 5877, CHg 582  
Principal - Site Mitigation Group

---

**PARTNER ENGINEERING AND SCIENCE, INC.**

1761 E. Garry Avenue, Santa Ana, CA 92705  
D: 714-244-3650 | F: 949-534-0566 | C: 714-335-9262

Any advice expressed in this message is being delivered to you solely for your use in connection with the matters addressed herein and may not be relied upon by any other person or entity or used for any other purpose without our prior written consent. The information in this e-mail (including attachments, if any) is considered confidential and protected by the Electronic Communications Privacy Act and may also be Privileged and Confidential - Attorney-Client / Work Product protected. It is intended only for the recipient(s) listed above. Thank you.

**From:** Andy Zdon [<mailto:andy@andyzdon.net>]  
**Sent:** Thursday, November 17, 2016 1:11 PM  
**To:** Traylor, Robert <[RTraylor@partneresi.com](mailto:RTraylor@partneresi.com)>  
**Subject:** Contract assignment - Yucca Mountain

Robert,

Attached is a letter of contract assignment I'm providing to Inyo County. Please review and provide a note of acceptance that I can send along to Inyo County. Thanks!

Andy

Andy Zdon, P.G., C.E.G., C.Hg.  
**ANDY ZDON & ASSOCIATES, INC.**

**Northern California**  
2121 N. California Blvd., Suite 290  
Walnut Creek, California 94596  
Phone (925)974-3680  
Fax (925)974-3506

**Southern California**  
3281 Guasti Road  
7<sup>th</sup> Floor  
Ontario, California 91761  
Phone (909) 212-7917

Fax (909) 212-7601

Email [andy@andyzdon.net](mailto:andy@andyzdon.net)

Web [www.andyzdon.net](http://www.andyzdon.net)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

Consent       Departmental       Correspondence Action       P  
 Schedule time for       Closed Session       Informational

For Clerk's Use Only:
AGENDA NUMBER 24

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Authorization for accepting the agreement with the FAA and to pay the invoice in advance for the commissioning flight inspection of the updated Bishop Airfield runway lighting.

**DEPARTMENTAL RECOMMENDATIONS:** Request that your board:

1. Accept the agreement with the Federal Aviation Administration to pay \$40,535.88 for the commissioning flight inspection of the Precision Approach Path Indicators (PAPIs) on Runways 17/35, 12/30, and 08/26 and the Runway End Identifier Lights (REILs) on Runways 17/35 and 12/30 at Bishop Airport (KBIH) Bishop, CA.
2. Authorize the Public Works Director to sign the agreement, contingent on the appropriate signatures being obtained.
3. Authorize the payment of the invoice in advance of the flight inspection.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** At the meeting of the Board of Supervisors on June 7, 2016, the board approved Amendment #1 to the Contract for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project (Grant Offer No. 3-06-0024-017-2015, which totals \$280,536.67). This authorized the Public Works Director to execute the CCO #2 & 3— requesting a new FAA entitlement grant to cover additional pavement repair and sealing for the project. A portion of the new grant (\$40,536.00) was earmarked to fund a commissioning flight inspection by the FAA. This flight test is required to determine if the PAPIs and REILs, which were updated in the Bishop Airfield Lighting, Signing & Visual Aids Rehab Project, are correctly placed and oriented.

The FAA requires prepayment of the estimated cost (\$40,535.88). After the flight inspection the FAA will provide an invoice with actual costs and will refund or charge any difference.

**ALTERNATIVES:** The Board could choose not to approve the agreement and prepayment, in which case the FAA flight inspection would not be carried out. This is not recommended as the FAA grant is in place which fully covers the cost, and the flight inspection is needed.

**OTHER AGENCY INVOLVEMENT:**

County Counsel to review and approve the allocation of funds, and the County Auditor's office to make payments to the FAA.

**FINANCING:** The project is funded by the FAA Grant AIP #3-06-0024-18-2016, which will cover the estimated cost of the flight inspection (\$40,536.00) in full. The cost for the flight inspection will be paid through budget unit 630303, Bishop Airport Improvements, object code 5265, Professional Services.

**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.)

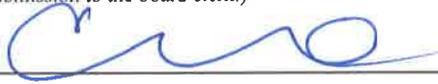


Approved: yes

Date 11/19/16

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 11/21/2016

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: \_\_\_\_\_

11/22/16

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**COUNTY OF INYO  
BISHOP, CA**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Inyo** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**WHEREAS**, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA/Flight Program Operations, and **County of Inyo**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection of the PAPIs on Runways 17/35, 12/30 and 08/26 and the REILs on Runways 17/35 and 12/30 at Bishop Airport (KBIH) Bishop, CA**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

**County of Inyo, Bishop, CA**

- B. The FAA will perform a **commissioning flight inspection of the PAPIs on Runways 17/35, 12/30 and 08/26 and the REILs on Runways 17/35 and 12/30 at Bishop Airport (KBIH) Bishop, CA.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant  Yes  No. If Yes, the grant date is: July 18, 2016 and the grant number is: 3-06-0024-018-2016. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

**ARTICLE 4. Points of Contact**

A. FAA:

1. Flight Program Operations will perform the Scope of Work included in this Agreement. Robert Loveland is the Manager, Flight Inspection Scheduling Subteam, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-6440. The Flight Program Operations Agreement Administrator, Kadi Barrett, can be reached at 405-954-7568. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Avis Franklin, who can be reached at 405-954-7836.

B. Sponsor Point(s) of Contact

**Sponsor:** County of Inyo  
**Attention:** Michael Errante, P.E., QSD/QSP Senior Engineer  
 Inyo County Public Works Department  
**Address:** 168 N. Edwards  
 P.O. Drawer Q  
 Independence, CA 93526  
**Phone:** (760) 878-0205 Office  
 (760) 391-0375 Cell  
 (760) 878-2001 Fax  
**E-mail:** merrante@inyocounty.us

**ARTICLE 5. Non-Interference with Operations: [RESERVED]**

**ARTICLE 6. Property Transfer [RESERVED]**

**ARTICLE 7. Estimated Costs**

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>LABOR</b>	
NA	\$0
<b>NON-LABOR</b>	
Flight Inspection	\$37,884.00
Non-Labor Overhead (7%)	\$ 2,651.88
Total Non-Labor	\$ 40,535.88
<b>TOTAL ESTIMATED COST</b>	<b>\$40,535.88</b>

**Detailed Estimate:**

**Flight Inspection Estimated Cost**

<i>Lear Rate \$3,157/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPIs on Rwy 17/35, 12/30, and 08/26 and the REILs on Rwys 17/35 and 12/30 at KBIH	Commissioning	12	1	\$37,884.00
			7% Administrative Overhead	\$ 2,651.88
			<b>Total Estimated Cost</b>	<b>\$40,535.88</b>

B. The FAA- Flight Program Operations reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight

Hour Rates. The estimates are based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect actual hours and costs to Flight Program Operations.
- D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send the Agreement to the FAA Agreement Coordinator for FAA signature and advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or

submit payment (via check or credit card) electronically via pay.gov. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center  
ATTN: AMK-323, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City OK 73125

The overnight mailing, address is:

DOT/FAA/Mike Monroney Aeronautical Center  
AMK-323 Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City OK 73169  
Telephone: (405) 954-7849

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**County of Inyo**  
Attn: **Michael Errante, P.E., QSD/QSP Senior Engineer**  
**Inyo County Public Works Department**  
**168 N. Edwards**  
**P.O. Drawer Q**  
**Independence, CA 93526**  
**(760) 878-0205 Office**  
**(760) 391-0375 Cell**  
**(760) 878-2001 Fax**  
**merrante@inyocounty.us**

- D. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence [RESERVED]**

#### **ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless

it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

**ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security [RESERVED]**

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

**COUNTY OF INYO**

SIGNATURE \_\_\_\_\_  
NAME           Avis Franklin  
TITLE           Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME           Clint Quilter, P.E.  
TITLE           Public Works Director  
DATE \_\_\_\_\_



**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:** Public Works

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** County Buildings Roofing Project

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board: 1) approve the plans and specifications for the County Buildings Roofing Project; 2) authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As part of the 2015-16 Approved Deferred Maintenance Schedule, \$45,300 was budgeted to install a new roof on the Progress House, and \$19,300 was budgeted for a partial re-roof on Statham Hall.

Public Works is proposing to bid the Progress House Roof and Statham Hall Roof as one project in an attempt to conserve time, energy and budget.

This project consists of complete removal and disposal of existing roof, insulation and all other items to the deck, and installation of a new roof on the Progress House Building (located at 536 N 2nd St, Bishop, California). This will be described as "Item No. 1" in the Project Bid Amount. Additional work is described in this bid package as "Item No. 2" and consists of the addition of Perlite tapered roof insulation on two corners of the lower roof of the Statham Hall Building (located at 138 Jackson Street, Lone Pine, California) and installation of a new roof system on the tapered sections.

**ALTERNATIVES:**

The Board could choose not to approve the plans, specifications, and advertisement of the project. This is not recommended as both buildings are in need of new roofing.

**OTHER AGENCY INVOLVEMENT:**

The Public Works Department for the development of the plans and specifications.  
County Counsel for review of the bid package, contracts and this agenda item.  
Auditor for the payment of all invoices.

**FINANCING:**

This project is funded the Deferred Maintenance Budget 011501, object code 5191 Maintenance of Structures. \$45,300 will come from the Mental Health Fund and \$19,300 will come from the General Fund.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/14/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/15/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 11/15/16

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **COUNTY BUILDINGS ROOFING PROJECT**

**Project No. ZP-16-054 (Progress House)  
ZP-16-055 (Statham Hall)**

**FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED OCTOBER 2015,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED**

November 2016

**Prepared By: Inyo County Public Works**

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INVITING BIDS  
FOR**

**COUNTY BUILDING ROOFING PROJECT**  
Bishop and Lone Pine, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**COUNTY BUILDINGS ROOFING PROJECT**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**COUNTY BUILDINGS ROOFING PROJECT**

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on \_\_\_\_\_, 201\_** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:** This project consists of complete removal and disposal of existing roof, insulation and all other items to the deck, and installation of a new roof on the Progress House Building (located at 536 N 2nd St, Bishop, California). This is described as Item 1 in the bid table.

Additional work, described as Item 2, consists of adding of Perlite tapered roof insulation on two corners of the lower roof of the Statham Hall Building (located at 138 Jackson Street, Lone Pine, California) and installation of a new roof system on the tapered sections.

Once the existing roof on the Progress House is completely removed, the Contractor shall halt work for a maximum of five days, during which time the Contractor may complete the work on Statham Hall. This will allow for plumbing and insulation maintenance to be performed on the Progress House.

A mandatory job walk is scheduled for \_\_\_\_\_, at 10:00 a.m. at the Progress House located at 536 N 2nd St, Bishop, California, and at 1:30 p.m. at Statham Hall located at 138 Jackson Street, Lone Pine, California .

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Ashley Helms of the Public Works Department at [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us) (phone: 760-878-0200). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and ~~Materials Payment Bond, Certificates and/or original endorsements of insurance, or other~~ required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo  
Department of Public Works

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Clint G. Quilter,  
Director

Dated: November, 2016

# **BID PROPOSAL FORMS FOR**

## **COUNTY BUILDINGS ROOFING PROJECT Bishop & Lone Pine, CA**

### **ENCLOSURES:**

Bid Proposal Form  
Bid Bond  
Cashier's or Certified Check Form  
Designation of Subcontractors  
Certification Regarding Equal Employment Opportunity  
Labor Code Section 3700 Contractor's Labor Code Certification  
Labor Code Section 1725.5 Contractor and Subcontractor Registration  
Public Contract Code Section 7106 (Non-Collusion Affidavit)  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Statement (Section 10232)  
Inyo County Ordinance No. 1156 (Contracting Preference)  
Small Business Enterprise Commitment (Construction Contracts)  
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**BID PROPOSAL FORM**

TO: COUNTY OF INYO  
Attn.: Inyo County Clerk of Board of Supervisors  
224 North Edwards Street, P.O. Box N  
Independence, California 93526  
(Herein called the "County")

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called "Bidder")

FOR: COUNTY BUILDINGS ROOFING PROJECT  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on November \_\_, 2016 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

**2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$ \_\_\_\_\_

**PROJECT BID AMOUNT :**

Item No.	Description	Unit	Price
1	Progress House Re-Roof	Lump Sum	\$
2	Satham Hall Partial Re-Roof	Lump Sum	\$
		Total:	\$

BID TOTAL (IN NUMBERS): \$ \_\_\_\_\_

BID TOTAL (IN WORDS): \_\_\_\_\_

\_\_\_\_\_  
Please see Special Provisions Section for details on what these lump sums must include. The project includes both items, the price breakdown for items 1 and 2 is informational for County's

internal accounting purposes, and only the total bid for both items will be considered in determining the lowest bid for the project.

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

**6. TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

**7. ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

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(Fill in Addendum numbers and dates Addenda have been received.  
If none have been received, enter "NONE".)

**WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**

**8. BIDDER'S BUSINESS INFORMATION.** Bidder provides the following information concerning its business:

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_  
(The above address will be used to send notices or requests for additional information.)

Telephone: (     ) \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ State: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Business (check one):

Individual (   ), Partnership (   ), Joint Venture (   )

Corporation (   ), Other (Specify): \_\_\_\_\_ (   )

Owners, Officers, Partners, or Other Authorized Representatives:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. PROPOSAL GUARANTEE.** As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) \_\_\_\_\_ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) \_\_\_\_\_ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) \_\_\_\_\_ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

**10. BID PROTEST.** In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:

- a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

**11. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**12. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**COUNTY BUILDINGS ROOFING PROJECT**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
(Name of Bidder)

\_\_\_\_\_

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_ Dollars (\$) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **COUNTY BUILDINGS ROOFING PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
Principal

(SEAL)

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

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

\_\_\_\_\_  
Surety

(SEAL)

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

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

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

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

**County of Inyo (Attn.: Public Works Director)  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**COUNTY BUILDINGS ROOFING PROJECT**

**CASHIER'S OR CERTIFIED CHECK  
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[ ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name): \_\_\_\_\_

**COUNTY BUILDINGS ROOFING PROJECT**  
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

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

\_\_\_\_\_  
 (Printed Name) (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

**(Government Code Section 12900 et seq., Sections 11135-11139.7)**

**COUNTY BUILDINGS ROOFING PROJECT**

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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**(Name and Title of Signer)**

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**Signature**

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**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S LABOR CODE CERTIFICATION**  
**(Labor Code Section 3700 et seq.)**

**COUNTY BUILDINGS ROOFING PROJECT**

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**CONTRACTOR AND SUBCONTRACTOR REGISTRATION**  
**With**  
**CA Department of Industrial Relations (DIR)**  
**(CA LABOR CODE SECTION 1725.5)**

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

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Signed Name

---

Date

---

Printed Name

---

CA DIR Registration No.

**NON-COLLUSION AFFIDAVIT**  
(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

**COUNTY BUILDINGS ROOFING PROJECT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
(Name and Title of Signer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**COUNTY BUILDINGS ROOFING PROJECT**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.



**LOCAL BUSINESS PREFERENCES  
INYO COUNTY ORDINANCE NO. 1156  
COUNTY BUILDINGS ROOFING PROJECT**

**ORDINANCE NO. 1156**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY**

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

**SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.**

Chapter 6.06 is added to the Inyo County Code to read as follows:

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

<b>6.06.010</b>	<b>Findings.</b>
<b>6.06.020</b>	<b>Definitions.</b>
<b>6.06.030</b>	<b>General Provisions.</b>
<b>6.06.040</b>	<b>Local Business and Small Business Preference.</b>
<b>6.06.050</b>	<b>Small Business Subcontracting Preference.</b>
<b>6.06.060</b>	<b>Limit On Contracting Preference.</b>

**6.06.010 Findings**

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

**6.06.020 Definitions.**

**A. A Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

**B. A Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

**6.06.030 General Provisions.**

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

**6.06.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

**6.06.060 Limit On Contracting Preferences.**

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

**SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

**SECTION 4. EFFECTIVE DATE**

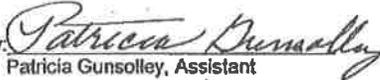
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

**PASSED AND ADOPTED** this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes  
NOES: -0-  
ABSTAIN: -0-  
ABSENT: -0-

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10



INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)  
(05/10)

**ALL BIDDERS:**

**PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.**

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

**IMPORTANT: Identify all SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.



**INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS**

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.



# **CONTRACT AND BOND FORMS FOR**

**COUNTY BUILDINGS ROOFING PROJECT**  
Bishop & Lone Pine, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

**C O N T R A C T**  
**For the**  
**COUNTY BUILDINGS ROOFING PROJECT**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and

---

(herein "CONTRACTOR"), for the removal and replacement of the **COUNTY BUILDINGS ROOFING PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents within the Time for Completion set forth in the Contract Documents, for:

Title: **COUNTY BUILDINGS ROOFING PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said Work:

---

\_\_\_\_\_ dollars (\$\_\_\_\_.\_\_\_\_),  
adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of: (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents, as described in **Section 1070.04, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates", in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

**C O N T R A C T**  
**for**  
**COUNTY BUILDINGS ROOFING PROJECT**

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

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

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

Taxpayer's Identification or  
Social Security Number:

\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

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

**COUNTY BUILDINGS ROOFING PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called Contractor,  
(Name of Contractor)

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

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo

as Obligee, hereinafter called County, in the amount of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into an agreement with the County for the removal and replacement of the **COUNTY BUILDINGS ROOFING PROJECT** (herein "Project"), to be performed in accordance with the terms and conditions set forth in the Contract for the **COUNTY BUILDINGS ROOFING PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or,

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

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

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

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

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

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

**COUNTY BUILDINGS ROOFING PROJECT**

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

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

\_\_\_\_\_ as Principal, hereinafter called CONTRACTOR,

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

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

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

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

# **SPECIAL PROVISIONS**

**FOR**

**COUNTY BUILDINGS ROOFING PROJECT**

**Bishop & Lone Pine, CA**

**SPECIAL PROVISIONS  
COUNTY BUILDING ROOFING PROJECT  
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# **DIVISION 1**

## **INTRODUCTION / GENERAL:**

The County Buildings Roofing (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

## **PROJECT DESCRIPTION**

This project consists of complete removal and disposal of existing roof, insulation and all other items to the deck, and installation of a new roof on the Progress House Building (located at 536 N 2nd St, Bishop, California).

Additional work consists of the installation of Perlite tapered roof insulation on two corners of the lower roof of the Statham Hall Building (located at 138 Jackson Street, Lone Pine, California) and installation of a new roof system on the tapered sections.

Once the existing roof on the Progress House is completely removed, the Contractor shall halt work for a maximum of five days, during which time the Contractor may complete the work on Statham Hall. This will allow for plumbing and insulation maintenance to be performed on the Progress House.

## **SECTION 31**

### **AWARD OF CONTRACT OR REJECTION OF BIDS**

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and

COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## COUNTY BUILDINGS ROOFING PROJECT Bishop & Lone Pine, CA

**These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.**

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Director of Public Works

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Specifications Approval Date

any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

## **SECTION 40      SMALL BUSINESS ENTERPRISE PARTICIPATION**

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

### **SBE Contracting Preference Commitment Submittal**

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

**SUBCONTRACTOR AND SBE RECORDS.** The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

## SECTION 700 INSURANCE, DEFENSE AND INDEMNIFICATION

Amended to read as follows:

### 701 INSURANCE REQUIREMENTS FOR ENVIROMENTAL CONTRACTORS AND/OR CONSULTANTS

**Bidders' attention is directed to the insurance requirements designated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract and its bidder's security may be forfeited.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

### 702 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, including products and completed operations, property damage, bodily injury and personal & 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.
5. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### 703 WAIVER OF SUBROGATION

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

### 704 SELF-INSURED RETENTIONS

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

### 705 OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
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 Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## **706 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

## **707 VERIFICATION OF COVERAGE**

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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 Contractor'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. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

## **708 SUBCONTRACTORS**

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

## **709 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.

## **710 DEFENSE AND INDEMNIFICATION**

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

## **711 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE**

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

## **712 WAIVER OF SUBROGATION**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Inyo for all work performed by the Contractor, its employees, agents, and subcontractors.

## **713 SURETY BONDS**

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithful Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).

## SECTION 1017 PROSECUTION AND PROGRESS

Amended to read as follows:

### 1017.07 TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY

#### 1017.07.1 Time for Completion

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Thirty (30) Calendar days from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

#### 1017.07.2 Liquidated Damages

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$500.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

# ROOFING SPECIFICATIONS

## 1 PART 1 - GENERAL

### 1.01 PROJECT DESCRIPTION—ITEM ONE: PROGRESS HOUSE ROOF

- A. Completely tear off existing roof, insulation and all other related items to the deck. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
  - 1. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
  - 2. Contractor shall raise mechanical equipment to maintain an 8" curb height.
  - 3. Remove repair existing drains and install new pitch pans.
  - 4. Replace all damaged, split or deteriorated plumbing support wood blocks.
- B. Install crickets where required to prevent any ponding water. Contractor is solely responsible to determine the number and location of the crickets.
- C. Provide lead flashings on breather pipe, electrical and plumbing penetrations presently without lead.
- D. Install wall and base flashings systems.
- E. Install sheet metal flashing.
- F. Mechanically fasten one layer of SBS modified base sheet over the wood
- G. Fully heat weld one layer of smooth interply torch SBS membrane over the protection layer. Fully torch one layer of granulated cap sheet over the interply.
- H. Coat the surface of the roofing membrane with a coating, which meets California Title 24 "Cool Roof Requirement".

### 1.02 PROJECT DESCRIPTION—ITEM 2: STATHAM HALL ROOF

- A. Install 2% slope tapered Perlite segments as shown in Project Plans to the corners.
- B. Install wall and base flashings systems.
- C. Install sheet metal flashing.
- D. Install a gypsum cover board with screws and plates.
- E. Fully heat weld one layer of smooth interply torch SBS membrane over the protection board. Fully torch one layer of granulated cap sheet over the interply.
- F. Coat the surface of the roofing membrane with a coating, which meets California Title 24 "Cool Roof Requirement".

### 1.03 REFERENCES: References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standards are adopted. The following is an abbreviated list of associations, institutions, and societies, which may be used as references throughout these specifications.

- A. American Society for Testing & Materials (ASTM):
  - 1. ASTM D 312: Asphalt Used in Roofing.
  - 2. ASTM D 412: Standard Test Methods for Rubber Properties in Tension.
  - 3. ASTM E 96: Standard for Water Transmission

4. ASTM D-6164: Standard Specification for SBS Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
5. ASTM D-6163: Standard Specification for SBS Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements
6. ASTM D-6164: Standard Specification for SBS Modified Bituminous Sheet Materials Using Polyester Reinforcements
7. ASTM D-1970 Standard for self-adhered vapor barrier
8. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
9. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
10. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing
11. California Title 24 requirements for Cool Roof.

B. Uniform Building Code Standard:

1. UBC 32-4: Roof Construction and Covering, Roof Insulation.

C. Industry Publications:

1. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
2. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306).
3. Factory Mutual (FM Global) - Approval Guide.  
Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.

D. SMACNA: Sheet Metal and Air Conditioning Contractors National Association  
Chantilly, VA

E. CERTA: Certified Roofing Torch Applicator, Rosemont, IL

F. OSHA: Occupational Safety and Health Administration Washington, DC

#### 1.04 COORDINATION

Once the existing roof is completely removed, the Contractor shall halt work for a maximum of five days, during which time the Contractor may complete the work on Statham Hall. This will allow for plumbing and insulation maintenance to be performed on the Progress House.

#### 1.05 QUALITY ASSURANCE

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:

1. Contractor shall provide a letter stating that they have at least 4 years' experience with SBS modified bitumen membrane torch application and a list of 3 jobs of over 150 squares each that used a similar system as outlined in this specification.
  2. An updated letter from the primary roofing manufacturer they propose to use stating the Contractor has a valid "Certificate of Eligibility" and that application done by contractor will qualify for the warranty as required by the specification.
- B. **Manufacturer's Qualifications:** Roofing manufacturer shall submit a letter on their letter head stating that they have manufactured the products they propose to be used for the project for not less than 7 years.
- C. **Pre-Roofing Conference:** Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it thereafter with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- D. **Final Inspection:** Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

## 1.06 WARRANTY

- A. **Roofing Contractor:** Upon completion of work, furnish a written five-year workmanship guarantee. This warranty shall cover all leaks due to defective workmanship for a period of 5 years. Manufacturer shall conduct an audit at no cost to owner within 3 years of project completion date. All deficiencies identified in the report shall be fixed and brought up to specification at no cost to the owner.

**Manufacturer:** Manufacturer shall provide owner with a 20 year non-prorated Roofing System Guarantee. Warranty should cover all leaks caused by faulty workmanship or material. Warranty will be in effect on the date of substantial completion of the project.

- B. **Manufacturer's Maintenance Agreement:** Manufacturer shall inspect the building within the first three-years of the warranty period.
- C. **Coating Manufacturer:** Coating manufacturer shall issue a 5-year warranty against peeling, flaking and cracking. The same company supplying and warranting the roofing membrane shall supply and issue the coating warranty too.

## 1.07 SUBMITTALS

- A. Pursuant to the provisions of the General Provisions and Section 01300 "Submittals" the Contractor shall submit the following:
1. Product specification sheet for each roofing component within the specified system. Data should substantiate that materials comply with the specifications.
  2. Test results as outlined in Article 1.05.B above.
  3. Final warranty per Article 1.06.
  4. Samples of each roofing component 3" x 5" of the specified system.
  5. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
  6. Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
  7. As part of the submittal package, contractor shall submit a letter from the manufacturer agreeing to perform the maintenance services identified in section 1.06 C at no cost to the owner.

## 1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Roofing material shall be delivered to the job-site in new, dry, unopened containers clearly showing catalog number, product description, manufacturer's name and location. Delivered quantities should be sufficient to assure continuous work.
- B. Assure that materials are kept clean, and away from excessive heat and cold; do not remove labels or tear off protective covering until ready for application; store in an enclosed area where temperature is above 10 degrees C (50 degrees F) and below 32 degrees C (90 degrees F). Material shall not be stored directly on the ground.
- C. Do not double stack membrane. Maintain aisle space between stacks to facilitate fire suppression.
- D. Do not overload structure with building materials.
- E. Strictly follow recommended storage instructions supplied by the manufacturer.
- F. Roll goods to be Stored on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack modified bitumen products or lay them on their side. Follow manufacturer's instruction for storage and handling.

2 PART 2 - PRODUCTS

2.01 ROOFING SYSTEM

A. All components of the roofing system must be SBS modified bitumen and have been successfully manufactured in the U.S for a minimum of 10 years. All the layers (base, ply and cap) shall be supplied by the company issuing the warranty. Non-modified asphalt coated fiberglass Type II base sheet is not an acceptable substitution for the modified base sheet. APP modified membranes are not acceptable. Acceptable manufacturers, provided all requirements outlined in the specifications are met are:

1. MBTechnology [www.mbtechnology.com](http://www.mbtechnology.com)
2. Garland [www.garlandco.com](http://www.garlandco.com)
3. Or. "Approved Equal" from other manufacturer acceptable to COUNTY, with submittals ten (10) days prior to Bid. Only products approved via a written addendum will be accepted.

B. Roofing Membranes: Roofing membrane components include:

1. Base Sheet: shall be SBS modified base sheet, which meets or exceeds the following minimum standards:

MBTechnology:	LayFlat LF25
Garland:	FlexBase 80

- a. Modifier: Styrene Butadiene Styrene.
- b. Coverage: 3 squares
- a. Reinforcement: Non-woven Fiberglass mat.
- b. Top surfacing smooth,
- c. Minimum weight 30 lbs/square.
- d. Meeting ASTM D-4601-91, type 1

2. Smooth Interply & Base Flashing: Shall be a smooth surfaced membrane, which meets or exceeds the following minimum standards:

MBTechnology:	ECOTorch type s
Garland:	StressPly Plus Smooth

- a. Modifier: Styrene Butadiene Styrene.
- b. Single reinforcement consisting of a layer of polyester mat.

- c. Tensile strength shall be min. 93 lbs/in. MD and 60 lbs/in CMD @ 73.4 deg F.
  - d. Tensile strength shall be min. 138 lbs/in. MD and 110 lbs/in CMD @ 0 deg F.
  - e. Ultimate Elongation @ 73.4 deg of Max 79% MD & 101% CMD.
  - f. Tear strength to be min. 136 lbs MD and 99 lbs CMD @ 73.4 F.
  - g. Thickness: 143 mils, minimum.
  - h. Bottom Surface: Burn off backer film.
  - i. Mass Weight: Minimum nominal weight of 85 pounds per 1 square roll.
  - j. Contain a minimum of 5 lbs of recycled tire in mix.
  - k. Meet and exceed requirements of ASTM D6164 Grade S.
3. Cap Membrane & Flashing: Shall meet or exceed ASTM D 6164 Grade G. It shall be a Single reinforced SBS with recycled tire membrane suitable for torch application. The cap membrane shall meet the following specifications:
- MBTechnology: Ecotorch type G  
 Garland: Stessply Plus FR Mineral
- a. Modifier: Styrene Butadiene Styrene.
  - b. Reinforcement: single reinforcement consisting of a layer of polyester mat.
  - c. Tensile strength shall be min. 93 lbs/in. MD and 60 lbs/in CMD @ 73.4 deg F.
  - d. Tensile strength shall be min. 138 lbs/in. MD and 110 lbs/in CMD @ 0 deg F.
  - e. Ultimate Elongation @ 73.4 deg of minimum 79% MD & 101% CMD.
  - f. Tear strength to be min. 136 lbs MD and 99 lbs CMD @ 73.4 F.
  - g. Bottom Surface: Burn off backer film.
  - h. Contain a minimum of 5 lbs of recycled tire in mix.
  - i. Mass Weight: Minimum nominal weight of 100 pounds per 1 square rolls.
4. Backer layer for flashing: Shall be a self-adhesive smooth surface SBS modified bitumen membrane which is air impermeable and meets the following minimum

requirements. This membrane shall be incorporated at all flashing assembly prior to torch applying the smooth base and top surfacing flashing system.

MBTechnology: SA65S  
Garland: Garland self-adhesive membrane

- e. Modifier: Styrene Butadiene Styrene.
- f. Reinforcement: Non-woven Fiberglass mat.
- g. Top surfacing smooth,
- h. Minimum weight 30 lbs/square.
- i. Meeting ASTM D 1970-01

## 2.02 ROOFING ACCESSORIES:

1. Tapered Roof Insulation: Shall be perlite (or foam) boards with a 2% slope. GAF EnergyGuard Perlite Tapered Roof Insulation or County approved substitute.
2. Fasteners: Nailing patterns & type of fasteners (including screws & plates) on all insulation & membranes shall comply with Factory Mutual guidelines (FM I-90) requirements and roof membrane manufacturers' written recommendations.
3. Protection Board shall be ½" Dens Deck by Georgia Pacific pre primed with an asphalt primer or Securock, no substitution allowed.
4. Expansion Joints, Metal Flashings: Shall be in full compliance with NRCA and SMACNA approved application standards.
5. Caulking Sealant: MBT Liquid Flashing or equal
6. Mastic: Elastomeric mastics, adhesives, and caulking products are required over standard grade adhesive and mastics. , All mastics must conform to ASTM D4586 Elastomeric Mastic -Pros-choice 1010 by Gibson Homan or approved equal.
7. Traffic Pad: Shall be manufactured with recycled tire with a minimum thickness of ½ " and supplied by same company issuing the roofing warranty. Approved walk pads are MBTechnology's WT-3x4 or approved equal. Use Chemlink M1 adhesive or equal to adhere the walk pad to roof surfacing.
8. Asphalt Primer: ASTM D 41, Leak Buster Matrix 307 Premium Asphalt Primer, by BMCA or equal. Apply only when temperatures are 45°F (7.2°C) and rising. Store 24 hours at room temperature prior to application.
9. Protective Coating: Coating shall be a two-part co-polymer elastomeric coating, white in color and meeting California Title 24 requirement for Cool Roof. The coating shall have current listing with the Cool Roof Rating Council (CRRC) with CRRC label. Approved coatings are CO24 Base and

CO24 Top by MBTechnology or approved equal. The company supplying the roofing membrane shall also supply the coating.

10. Liquid reinforced flashing system: MBT-Flash Single-component, elastomeric asphalt emulsion with polyester reinforcing fleece fabric fully embedded into the resin to form roof system flashings.
  - a. Reinforcement: woven polyester reinforcement.
  - b. Surfacing: Second coat of MBT-Flash and mineral granules to match adjacent SBS-modified bitumen cap sheet.

### **3 PART 3 - EXECUTION**

#### **3.01 EXISTING / GENERAL CONDITIONS**

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper roofing applications. Prior to starting work, owner shall be advised of conditions needing correction. Work will not be started until other trade work required ahead of membrane application is completed. Contractor is responsible for all carpentry work such as wood nailers, wood curbs, wood expansion or contracting members, wood cants and similar items necessary for the completion of the work according to these specifications.

##### **Removal of existing roof**

1. The existing roofing membrane(s) and insulation shall be removed to the existing deck and shall include but not be limited to, all wall flashings, edge flashings, and all other items incorporated there in.
2. Remove only as much roofing as can be replaced with a completely new roofing system and made watertight the same day. Phase roofing application is not allowed.
3. All debris shall immediately be removed from the roof surface and deposited into trucks or containers through an enclosed trash chute. Removal of existing roofing materials should be performed in conjunction with the installation of the new roofing system. All exposed areas must immediately be covered and made watertight. No overnight stockpiling of debris on the roof shall be permitted.
4. Contractor shall clean all roof surfaces and is responsible for keeping the building and surrounding area neat and orderly.
5. Trash container or trucks shall be removed from the premises when they are full.
6. Clean the roof deck surfaces of all loose materials and other impediments detrimental to the application of the new roofing materials.

#### **3.02 PROTECTION**

- A. Prior to any job shut-down, all seams laid in the preceding time period shall be checked for water tightness. Required precautions should be taken to leave the

job in watertight condition. If moisture is present at any location contractor at no expense to the owner or manufacturer will replace all wet material.

- B. All finished work of other trades that is damaged in the execution of work under this section shall be replaced or restored at the expense of the trade who caused the damage.
- C. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

### **3.03 SURFACE PREPARATION**

- A. Prior to installing the roofing material, remove from deck all debris, nails, sharp objects, dirt, moisture, petrochemical materials or projections that could in any way damage the systems. Surface shall be prepared such that there is positive and workable drainage. Areas of the roof with ponding water should be corrected and the slope adjusted accordingly so as to prevent future standing water.

### **3.04 WORKMANSHIP**

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for modified bitumen roofing systems, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".
- B. Prior to applying membranes the contractor and his foreman shall review the specifications and the manufacturer's technical manual with the manufacturer's technical representative to make certain all aspects of membrane application is understood. Application will proceed in strict accordance with specifications and detailed drawings and instructions in said technical manual. No verbal/oral deviation will be accepted unless authorized on company's letterhead signed by the company's "Manager of Technical Services ". The foreman and all the crew shall be trained and also follow the safety and application guidelines as outlined in "CERTA: Certified Roofing Torch Applicator" manual.
- C. Maintain constant supervision by a competent foreman.
- D. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly

flashed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.

- E. Install only as much roofing material as can be completed and covered with a cap membrane in one day. No section of the roof should be left exposed and unfinished. Phase roofing is not accepted.
- F. Do not roll roofing equipment or stack materials on completed new roofing surfaces, without the adequate protection of a ½" plywood sheets.
- G. Do not apply any roofing materials before sunrise, or at any time when there are indications of moisture, (rain, mist, dew, frost or snow).
- II. Insure that no heavy objects remain in one place on the portions of the new roofing membrane where the membrane has not yet set or the membrane is still hot. Such time shall be 15 minutes, depending on ambient temperatures.
- I. Insure that all fish mouths are cut and patched (do not attempt to walk down the fish mouths). Objects causing separation between reinforcing plies must be removed.
- J. Every attempt shall be made to install flashings at openings, projections, and walls adjoining new roofing during all work periods. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
- K. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.

### **3.05 TAPERED ROOF INSULATION SYSTEM APPLICATION**

- A. Shall be applied in strict conformance with insulation manufacturer's specification.
- B. Tapered perlite (or foam) roof insulation system should be stored dry and be protected from the elements. Once properly loaded at the job site, remove factory wraps and cover with a breathable tarp.
- C. No more insulation should be applied than can be completely covered with finished roofing on the same day.

- D. Protection board must fully cover perlite (or foam) insulation to protect against the heat of the roofing process.

### 3.06 GYPSUM BOARD OR FIBERGLASS BASE SHEET APPLICATION

- A. Shall be applied in strict conformance with insulation manufacturer's specification and comply with NRCA and RIC- TIMA recommendations.

Mechanically fasten the gypsum board over the deck with 16 fasteners per board per FM -I90 pattern (1.2 meter x 2.43 meter board (4 x 8 foot board). Fasteners shall be of sufficient length to penetrate the board and the metal deck and comply with FM I90 requirement. Use only fasteners with a minimum 3-inch (76 mm) stress plate when mechanically attaching insulation. Do not attach insulation with nails. Install the pre primed cover board over the polyisocyanurate insulation in adhesive.

**For areas over structural concrete apply the board in Instastik adhesive to the deck. Follow the adhesive manufacturer's requirement for deck preparation and application procedure.**

- B. Install boards with staggered board joints in one direction (unless taping joint).
- C. Install boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). All gaps in excess of 1/4 inch (6 mm) shall be filled with like material.
- D. Wood nailers shall be 3-1/2 inches (89 mm) minimum width or 1 inch (25 mm) wider than metal flange. They shall be of equal thickness as the insulation with a minimum 1-inch (25 mm) thickness. All nailers shall be securely fastened to the deck.
- E. Cant strips shall be installed at the intersection of the roof and all walls, parapets, curbs, or transitions approaching 90 degrees, to be flashed. They shall be approximately 4 inches (102 mm) in horizontal and 4 inches (102 mm) in vertical dimension. The face of the cant shall have an incline of not more than 45 degrees with the roof.
- F. Backer Sheet to be installed at roof to wall junction over the cant strip
- G. Do not install any more board than will be completely waterproofed each day.

### 3.07 TORCHWELDING

- A. Interply & Cap Membrane Application:

Torch weld the interply layer in half width rolls with subsequent course applied in full width rolls. Side laps 3.5" and end laps 6" and shall be staggered with a minimum spacing of 3". Apply to produce a 1/8" - 1/4" outflow of bitumen at all seams. Areas with less than 1/8" outflow will be checked with a trowel, heat applied between laps and properly sealed. Turn up 2" above can strip at all vertical surfaces. All layers shall be 100% adhered to each other and to the protection board or base. Areas of partial or loose adhesion shall be redone at contractor's sole cost and expense.

1. Set all metal flanges in Neoprene SBS Flashing Cement over the SBS base sheet per detailed drawings.
2. Base flashing to be heat fuse in a strip of membrane approximately 10" wide to the primed metal flange so that it extends 4" beyond edge of metal flange.
3. Heat fuse-flashing membrane over the stripped in metal flanges.
4. Apply the pressure to surface of fused flashing cap membrane to ensure adhesion and solid fusion.
5. Fill all voids between the penetration and flashing collar with approved caulking.
6. All rolls (both ply and cap) shall never be put down in full-length rolls (33 lineal feet). They should be cut to the following lengths.

Slopes of	1/4" up to 1 1/2"	17-foot max
Slopes of	1 1/2" to 2"	11-foot max

All material must be cut to specified lengths then relaxed or heated until the material lies completely flat before installation. (i.e. no wrinkles, buckles or rigid end strips)

7. Matching granules may be broadcast into the modified bitumen bleed out at seams while hot to enhance the finished appearance of the membrane.
8. All end laps shall be staggered a minimum of 18 inches (457 mm) so that no adjacent end laps coincide. If end laps fall in line or are not staggered the proper distance, a full width of membrane shall be installed over the end laps. End laps, flashing sheets and other seams formed over granule surfaces require pre-heating of the top surface of the underlying granule surface membrane to a point where the granules just begin to sink into, and the modified bitumen compound comes up through the granules to ensure proper seam construction and adhesion.
9. All laps shall be parallel or perpendicular to the slope of the roof such that the flow of water is not against the lap.

### 3.08 BASE FLASHINGS

- A. Install all base flashings of roof wall junctures, projections and expansion point curbing per manufacturers specification. All flashings shall be applied via heat

welding. Cold adhesive application of flashing is not allowed due to possibility of slippage. All flashing should be strapped with maximum 1.21-meter (4') sections.

- B. Base flashing shall be fused in place so that it extends a minimum 6" onto surface of roof and a minimum of 4 "above termination of roofing membrane on wall. When flashing has to be installed over a porous surface, apply asphalt primer at a rate of 1/2 to 3/4 gal. per 100 sq. ft and allow to dry.
- C. Apply pressure to the flashing membrane to obtain maximum contact to surface to which it is applied. There shall be no voids under the base flashing membrane. It is imperative that complete attachment be obtained to the roof surface, roofing membrane over cant, and the wall. A small bead of bitumen should be squeezed out at the edges.
- D. Subsequent strips of base flashing shall be fused in place in the same fashion, overlapping preceding strip by 4". Overlap shall be interply fused to preceding strip. Pressure shall be applied to surfaces to ensure adhesion.
- E. The flashing must not remain open at the end of the workday.
- F. The contractor shall thoroughly inspect the completed flashing system at the end of each day's work.
- G. Mechanically fasten top edge base flashings with approved fasteners 4"-6" on center per manufacturer's specifications.
- H. Install metal counter flashing as required.

### 3.09 FLASHINGS

- A. Install all base flashings of roof wall junctures, projections and expansion Joint curbing per manufacturers' specification. Special care shall be taken to generously preheat the surface to which the flashing is being applied prior to heating the bottom of flashing membranes. Manufacturers detailed flashing drawings and application procedures shall be observed and strictly followed.

### 3.10 SEALANT

- A. All edges of flashing exposed at gravel stops, waste stacks, pitch pans, vent stacks, etc. Shall be caulked with a smooth continuous bead of approved sealant.

### 3.11 INSPECTION OF COMPLETED SYSTEM

- A. All cap membrane shall be carefully inspected by the Architect / owner for construction damage and imperfect heat fusion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in

all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

### **3.12 DEFICIENCY ADJUSTMENTS**

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The warranty will not be issued until the deficiencies are corrected.

### **3.13 CLEANING AND REPAIRING**

- A. The contractor shall be held fully responsible for cleaning, repairing, touch up or replacing (when directed) items or areas which have been soiled, discolored or damaged by the work of this section. Precaution shall be taken against splashing any material on to adjacent areas. The contractor shall immediately remove any trace of such splashes or spills.

### **3.14 WALKWAYS**

- A. Construct walkways prior to the application of coating by adhering it with approved adhesive. Install walkways per architectural drawing. If no drawings are provided then install walkway around the perimeter of all rooftop equipment, at all door and stair landings and pathway between both.
- B. Walkway sections are 4'X3'X.5", with a 2 inches minimum gap between each section to allow for drainage.

### **3.15 COATING APPLICATION:**

- A. Power wash surface (use pressure of 800 to 1200 psi). Scrub areas with build-up of dirt, grease, and other foreign matter with solution of tri-sodium phosphate (TSP) and water rinse thoroughly. New granulated cap sheet can be coated within 21 days of original installation or longer as required by either SBS roofing manufacturer or coating manufacturer. Surface must be dry. Temperature must not drop below 55°F during application or drying time.

### **3.16 DEBRIS DISPOSAL**

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner assumes no responsibility for the disposal of any roofing material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

### 3.17 FINAL INSPECTION PRIOR TO COATING:

- A. All cap membrane shall be carefully inspected by the Architect / owner for construction damage and imperfect adhesion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

### 3.18 FIRE WATCH:

- A. Fire watch shall be provided continuously during and for at least 2 hour following torch application. At least two 2-1/2 gallon containers of water and a minimum of two 4A60BC Fire extinguishers shall be available during the fire watch. When work is interrupted, or at the end of a section of roofing, and at end of each day's work, areas which had been subjected to torch applications shall be surveyed with an infra-red sensing device. Hot spots shall be cooled and re-surveyed. If a hot spot persists, the roof shall be cut open and any smoldering shall be extinguished before the foreman leaves the site.

### 3.19 PAYMENT

The contract lump sum price paid for the two roofing projects shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the two roofing projects as shown on the plans, and as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

#### ADJUSTMENT OF LUMP SUM ITEM

When the roofing projects are paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 1150.04, "Payment for Changes in the Work,"** of the Inyo County Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

**END OF SECTION**

# **PLANS**

**FOR**

**COUNTY BUILDINGS ROOFING PROJECT**

**Bishop & Lone Pine, CA**

INDEX OF SHEETS

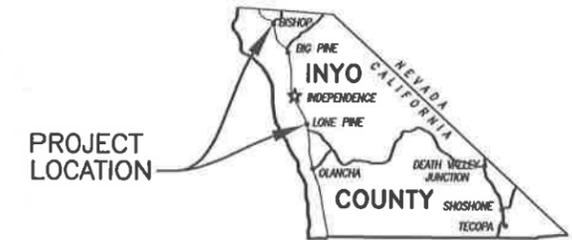
1. TITLE AND LOCATION MAP
2. STATHAM HALL PLANS
3. PROGRESS HOUSE PLANS



COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

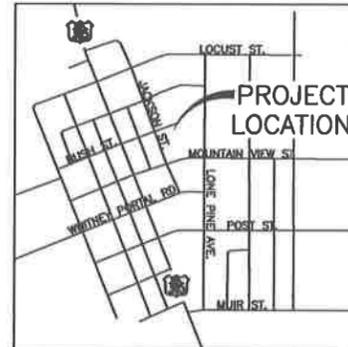
PLANS FOR THE  
COUNTY BUILDINGS ROOFING PROJECT  
AT  
PROGRESS HOUSE, BISHOP, CA AND STATHAM HALL, LONE PINE, CA

PROJECT NO. ZP 16-054  
AND ZP 16-055



GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: STATHAM HALL - 138 JACKSON STREET, LONE PINE, CA  
PROGRESS HOUSE - 536 N. 2ND STREET, BISHOP, CA



LONE PINE VICINITY MAP  
NOT TO SCALE



BISHOP VICINITY MAP  
NOT TO SCALE

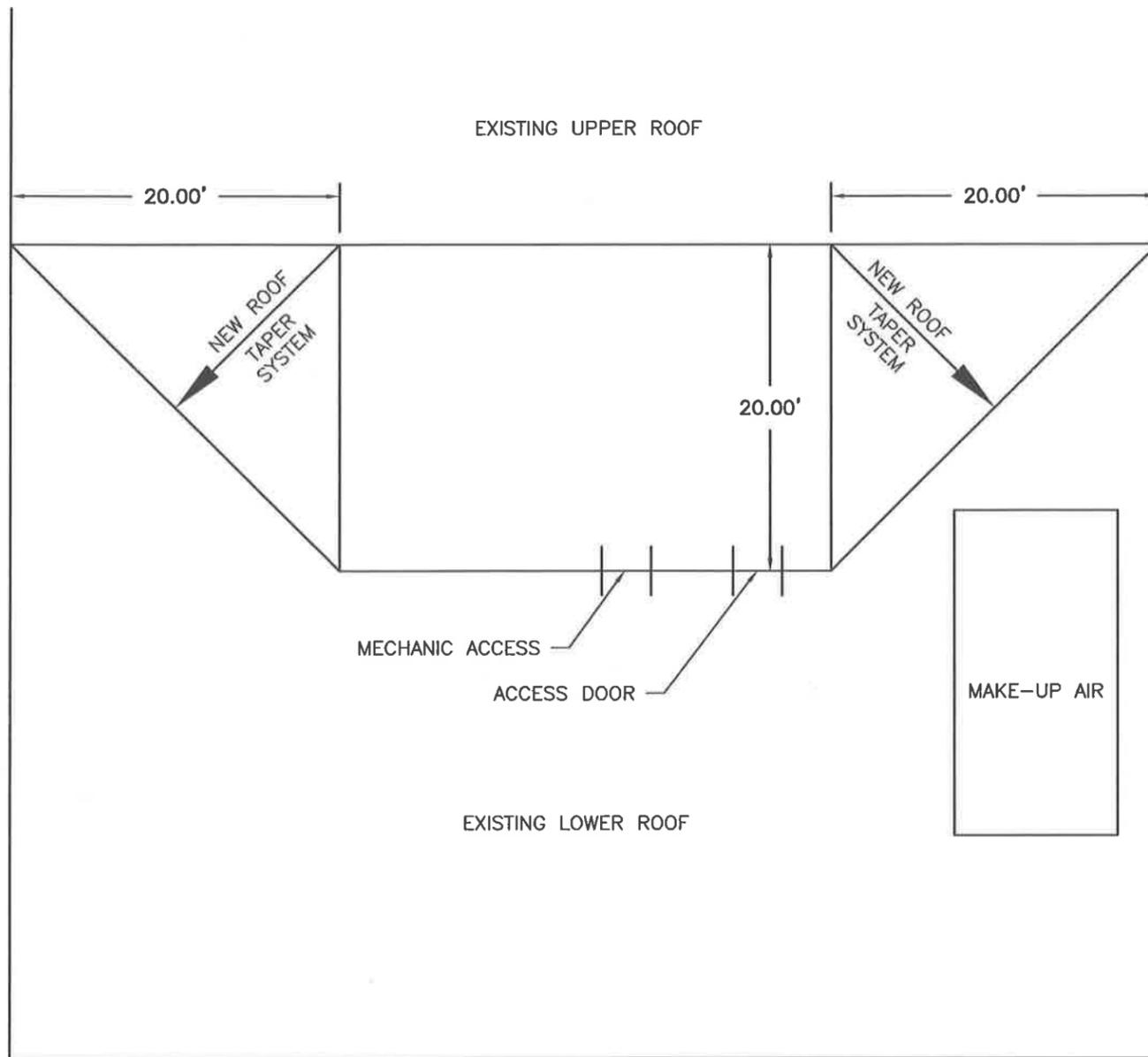


CLINT G. QUILTER, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

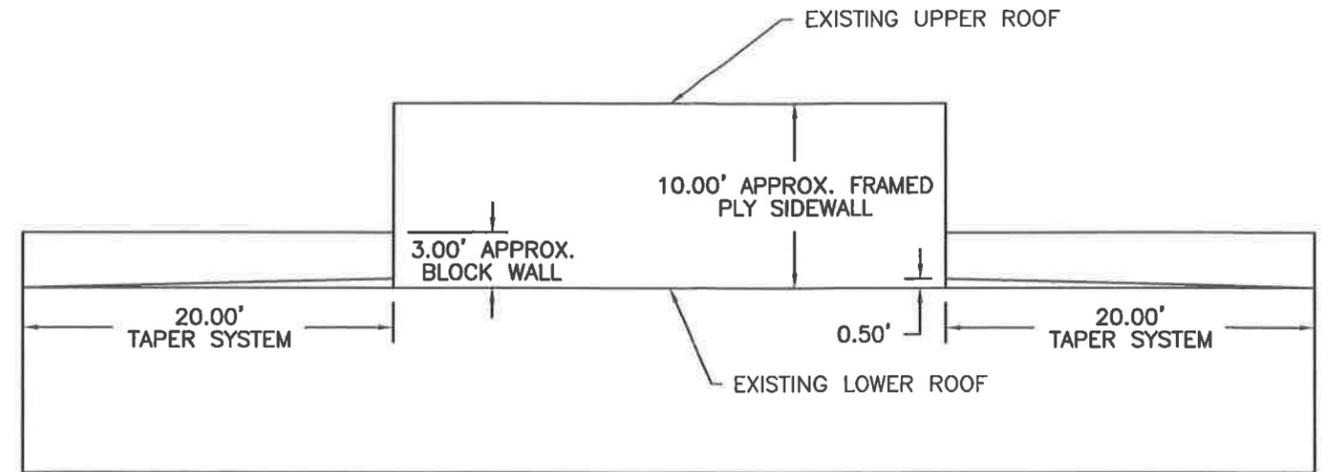
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY BUILDINGS ROOFING PROJECT LONE PINE, CA AND BISHOP, CA	
Drawn by: TAD Date: NOV. 2016	Checked By: ME Date: NOV. 2016	Date: NOVEMBER 2016	Drawing Name: COUNTY BUILDINGS ROOFING PROJECT SHEET 1 OF 3

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**STATHAM HALL  
ROOF AERIAL VIEW**

SCALE: 1"=10'



**STATHAM HALL  
SIDE VIEW**

SCALE: 1"=10'

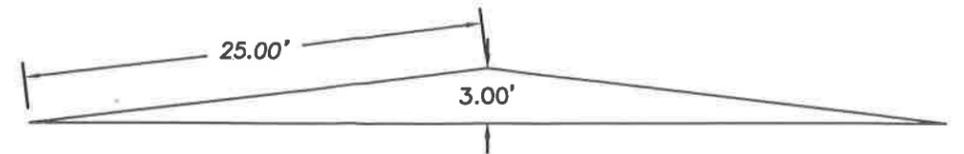
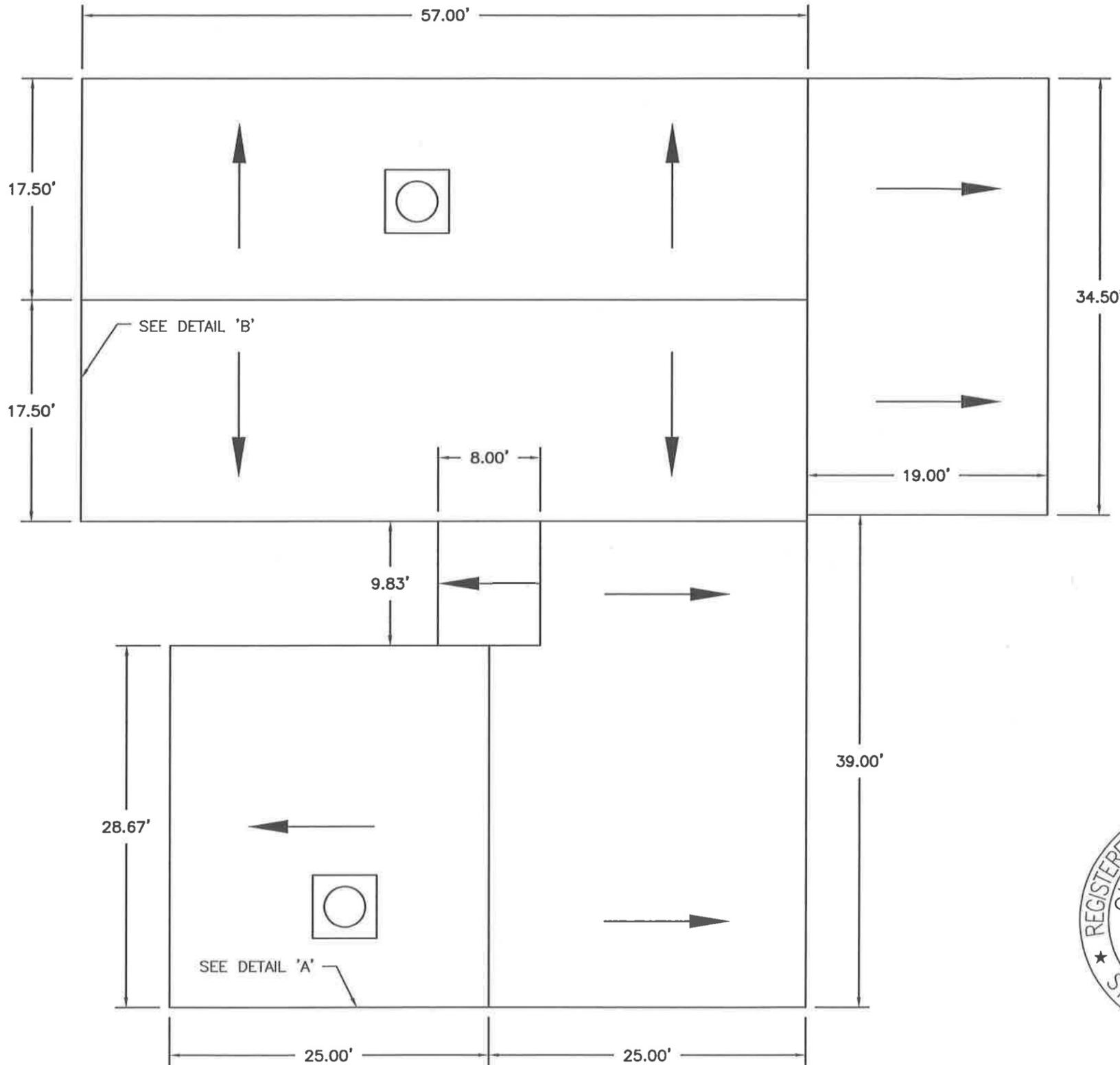


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INYO COUNTY PUBLIC WORKS

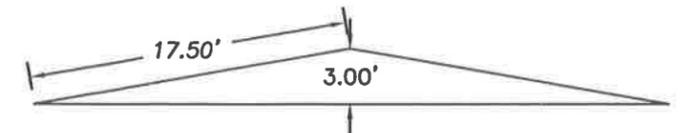
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Drawn by: TAD Date: NOV. 2016	Checked By: ME Date: NOV. 2016	Date: NOVEMBER 2016	Drawing Name: COUNTY BUILDINGS ROOFING PROJECT.dwg SHEET 2 OF 3

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**DETAIL A**  
SCALE: 1"=10'



**DETAIL B**  
SCALE: 1"=10'



CLINT G. QUILTER, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

**PROGRESS HOUSE**  
SCALE: 1"=10'



Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>INYO COUNTY BUILDINGS ROOFING PROJECT</b> LONE PINE, CA AND BISHOP, CA	
Drawn by: TAD	Date: NOV. 2016	Checked By: ME	Date: NOV. 2016
Date: NOVEMBER 2016	Drawing Name: COUNTY BUILDINGS ROOFING PROJECT.dwg	SHEET 3 OF 3	



**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

26

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 6, 2016

SUBJECT: Amendment No. 1 to the Contract with Quincy Engineering (Quincy) for Engineering Services for the Lower Trona Wildrose Reconstruction and Rehabilitation Project.

**DEPARTMENTAL RECOMMENDATIONS:**

Request that the Board accept Amendment No. 1 to County of Inyo Standard Contract No. 156 between the County of Inyo and Quincy Engineering to:

1. Increase the amount of the contract \$45,900 for a total not to exceed amount of \$140,650;
2. Authorize the chairperson to sign, contingent upon the adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Your Board approved the contract for on-call Engineering Services on September 6<sup>th</sup>, 2016. Your Board also approved the construction contract for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project ("Project") to Bowman Asphalt on June 7, 2016. Quincy is providing construction administration and onsite inspection services for this Project.

The Project was divided into two phases, Phase I: Paving and Phase II: Revegetation. The original Revegetation Plan was revised, decreasing the scope of work to be performed. This has enabled the timeframe of Phase II to be moved up and combined with the current Project contract. This makes it necessary to amend the contract in order to add the Revegetation Plan to the scope of work and increase the contract limit to cover the additional weeks of work.

**ALTERNATIVES:**

The Board could choose not to approve the amendment to the contract. This is not recommended, as the County is required have a construction engineer and inspector onsite while the Project is being completed.

**OTHER AGENCY INVOLVEMENT:**

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

**FINANCING:**

The cost for the construction and construction engineering will be paid through budget unit 034600, Road Department, object code 5265, Professional Services, and is included in the FY15/16 and FY16/17 budgets. This Project is reimbursable at the billing rates: Construction and Construction Engineering – 88.53%. Federal Funding – 11.47% local match.

**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 11/7/16

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 11/21/2016

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: 11/22/16

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
QUINCY ENGINEERING  
FOR THE PROVISION OF ENGINEERING SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated September 6, 2016, on County of Inyo Standard Contract No. 156, for the term from September 6, 2016 to September 5, 2019.

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

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

1. Paragraph 3 Subparagraph D, Limit upon amount payable under Agreement, is amended to read as follows:

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 shall not exceed One Hundred Forty Thousand Six Hundred Fifty Dollars and no cents (\$140,650.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

2. Attachment A to the Contract, Scope of Work, shall be revised to include construction administration and onsite inspection services during the Revegetation Phase of the Trona Wildrose Roadway Reconstruction and Rehabilitation Project, as described in Quincy Engineering's proposal entitled *Work Plan—Inyo County—Trona Wildrose Roadway Reconstruction and Rehabilitation Project—Amendment 1* which is included in Attachment A1 to the Contract.
3. Quincy Engineering's fees for the scope of work described in Attachment A1 to the Contract shall be the fees described in Quincy Engineering's proposal entitled *Cost Proposal—Amendment 1—Construction Engineering Services for Trona Wildrose Roadway Reconstruction and Rehabilitation Project*, which is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is \_\_\_\_\_, 2016.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
QUINCY ENGINEERING  
FOR THE PROVISION OF ENGINEERING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONTRACTOR**

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

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

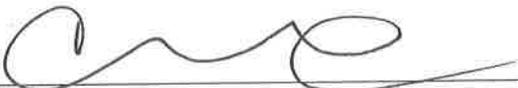
Dated: \_\_\_\_\_

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

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

**ATTACHMENT A1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
QUINCY ENGINEERING  
FOR THE PROVISION OF ENGINEERING SERVICES**

**TERM:**

**FROM:** September 6, 2016      **TO:** September 5, 2019

**SCOPE OF WORK:**

The scope of work described in the original Contract, dated September 6, 2016, is revised to include additional tasks required for engineering services for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project. The scope of work for these services shall be in general accordance with in Quincy Engineering's proposal entitled *Work Plan—Inyo County—Trona Wildrose Roadway Reconstruction and Rehabilitation Project—Amendment 1*, dated November 10, 2016 which is included in Attachment A1 to this amendment.

**INYO COUNTY – TRONA WILDROSE ROADWAY RECONSTRUCTION  
AND REHABILITATION PROJECT  
AMENDMENT 1**



The original contract and the scope of work is amended by this Amendment 1 as indicated with underlined italics (additions) as follows:

## Work Plan

The following amended Work Plan (Scope of Work) identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of this project.

This Work Plan is based on Quincy's current understanding of the project and the following assumptions:

Construction operations are anticipated to include:

- ✓ Temporary Traffic Control and Lane Closures
  - ✓ Roadway base reconstruction
  - ✓ Paving crack sealing
  - ✓ HMA paving
  - ✓ Asphalt rubber chip seal
  - ✓ Shoulder backing
  - ✓ Erosion control measures
  - ✓ Striping
  - ✓ Revegetation Plan
- Construction will start in September 2016 and end in December November 2016. The CONTRACTOR will take no more than 45 65 Working Days to complete the project.
  - Quincy assumes that there will be minimal non-working days caused by weather or other elements during the contract.
  - The CONTRACTOR will be working normal shifts throughout the project (no overtime or weekend work is anticipated). Quincy anticipates that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
  - Quincy's level of effort for pre-construction activities is estimated to be 64 hours
  - Quincy's level of effort for post-construction closeout activities is estimated to be 60 hours.
  - The COUNTY, through their consultant Eastern Sierra Engineering (ESE), will provide construction staking, materials sampling and testing, and environmental support. QUINCY will coordinate with the ESE throughout the project as needed.
  - COUNTY staff will regularly participate in the ongoing construction administration activities. Quincy staff will be available to work with County staff to review and discuss project operations, deliverables, and tasks.

### Task 1 - Pre-Construction Services:

Our Team will perform the following, as required:

- Thoroughly review the plans, specifications, RE pending files, permits, agreements, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- Prepare and conduct a coordination meeting with the County, Design Team, and other affected agencies and stakeholders.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record

keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Quincy field staff, County staff, and the Contractor. It is critical that all parties work as a Team. Quincy will assist with implementing a partnering agreement with the Contractor if one is pursued for the project.

- Establish a photo record for the project site to document pre-construction conditions.
- Quincy will develop a project records filing system based on the County template or the Caltrans 63 Category System (detailed in the Caltrans Construction Manual) that will be passed onto the County once the project is completed.

## Task 2 - Field Inspection and Management

Quincy staff will perform the following, as required:

- Establish and maintain project control including:
  - On-site organization;
  - Internal and external lines of communication and authority;
  - Procedures for coordinating with the County, Designers, materials sampling and testing, layout control, and layout verification, and environmental monitors.
- Enforce Federal and State laws for occupational safety and health standards for all construction observation activities. Regularly attend Contractor tallgate safety meetings as appropriate. Perform formal construction site safety reviews at least every five working days, or more frequently as required by the work at hand. Report accidents to appropriate authorities as soon as possible. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- Audit Contractor compliance with Federal funding requirements including:
  - Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages;
  - Performing field labor compliance and EEO interviews;
  - Monitoring Contractor apprenticeship programs to assure compliance with all State and Federal laws.
- Prepare and conduct weekly progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees within one week of the meeting.
- Coordinate with Caltrans and any other permitting agencies for Contractor permit compliance.
- Coordinate cooperation with State and Local Agencies, public utilities, property owners, and the general public. Assist the County with public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- Coordinate and observe utility work by utility companies (not part of the Contractor's responsibility) for compliance with project documents, if applicable.
- Coordinate review and approval of project material submittals and shop drawings by ESE.
- Coordinate review of Contractor-developed submittals for authorization for the staging, Traffic Handling Plan, hazardous substance prevention and contingency plan, worker and community health and safety, and any other Contractor-developed plans by ESE.
- Verify that incorporated materials comply with the Buy America federal funding requirement.
- Perform ongoing observation of job site safety and construction work and notify County personnel in advance of any significant activities to permit their participation.
- Reviewing, monitor, and document changes to the Contractor's schedule. This includes identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines. Review and coordinate monthly schedule updates for critical path activities with the Contractor and keep record of contract time and time extensions.

## ATTACHMENT A1

- Develop and maintain a log of Contractor-developed plan and Requests for Information (RFI) submittals to ensure a timely and efficient procedure for processing submittals. RFI correspondence will be flagged if they may result in a Change Order, including initial requests and subsequent responses.
- Provide observation of the Contractor's work with appropriately trained and qualified field staff to ensure that the work substantially complies with the plans and specifications by continuously monitoring, evaluating, approving and rejecting the Contractor's work, as applicable.
- With the assistance of the County and the Designers, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- Notify the County immediately of any errors or omissions in the contract documents and coordinate with the County and Designers.
- Prepare daily, weekly, and monthly reports as required by the County. Daily records will contain progress of the project, weather history, Contractor's activities, number of workers on site, problems encountered, and other relevant information.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Prepare estimates for extra work necessitated by differing site conditions, unforeseen work, etc.
- Prepare Contractor pay applications for progress work by computing and field verifying pay quantities pursuant to the County and/or Caltrans process. Pay applications will meet the requirements for conditional/unconditional releases, preliminary notices and stop work notices as applicable.
- Negotiate and prepare contract change orders (CCO) for authorization by the County as agreed to by the Contractor.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work to be completed as unit cost, lump sum, or force account.
- In the event that it appears that the Contractor may submit a claim for extra work, maintain records so that the County can successfully resolve the claim.
- Maintain a set of full-size black-line plans to be used for "Final As-built" drawings and note all changes to this set as they occur.
- Take photographs regularly during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- Maintain project records on a daily basis such that the records are organized and complete.
- Attend a project walk through with County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory.
- Attend a final project walk through with County and Contractor personnel to determine that all "punch list" of items of work have been completed.

### Materials Testing

Materials sampling and testing will be performed by COUNTY subconsultant, ESE. They will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program.

Quincy staff will coordinate with ESE for timely testing and determination of correct testing methods and procedures for the work. Quincy will also accept or reject materials based on test results.

### Task 3 - Post-Construction

Quincy staff will perform the following as required during this task:

- Perform final observation of the project upon completion to confirm substantial conformity with the PS&E.
- Compute the final quantities and prepare the final estimate.
- Determine over-runs and under-runs and explanations of each.

## ATTACHMENT A1

- Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- Finalize full-size black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Resolution of Contract Claims: Assist the County to attempt to resolve field problems and disputes at the lowest level to minimize potential impacts to the project. In the event that it appears that the Contractor may submit a notice of potential claim for extra work, evaluate and attempt to resolve the Contractor's potential claims in the field. Immediately notify the County of the Contractor's potential claim. In the event that the potential claim cannot be immediately resolved, make recommendations to the County for subsequent actions. Maintain records so that the County can refute the claim.

*Due to the nature of Contract Claims and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible within the allocated administration and inspection budget, we will assist the County in resolving the claims. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.*

- *Dispute Resolution: Due to the nature of Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun) this task is specifically excluded from our scope and cost proposal. If Dispute Resolution is needed, a contract amendment for this additional work will be requested.*

**ATTACHMENT B1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
QUINCY ENGINEERING  
FOR THE PROVISION OF ENGINEERING SERVICES**

**TERM:**

**FROM:** September 6, 2016      **TO:** September 5, 2019

**SCHEDULE OF FEES:**

Quincy Engineering's fees for the scope of work described in Attachment A1 to the Contract shall be the fees described in the Cost Proposal table in Quincy Engineering's proposal entitled *Cost Proposal—Amendment 1—Construction Engineering Services for Trona Wildrose Roadway Reconstruction and Rehabilitation Project*, dated November 10, 2016, which is included as Attachment B1 to Amendment No. 1.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A, *Scope of Work*.

The fee summary shown in Attachment B1 is an estimate of probable costs, and is presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

November 10, 2016



Mr. Fred Aubrey, Project Manager  
County of Inyo  
P.O. Box Q  
Independence, CA 93526

**Re: Amendment 1 - Construction Engineering Services for Revegetation at Trona Wildrose Roadway Reconstruction and Rehabilitation Project**

Dear Mr. Aubrey:

Enclosed is the scope of work and cost estimate for Contract Amendment 1 for continued construction administration and on-site inspection services as defined within the scope of work.

An overview of our contract services are as follows: The original contract was to provide the project construction engineering and on site inspection services for the construction of this roadway improvement project. Contract Amendment 1 is needed to extend construction inspection services for the Contract Change Order for added revegetation work requested by the County.

The revegetation work is anticipated to include ripping and re-leveling approximately 13-14 acres of ground and hauling and placing small boulders. The work will occur along Trona Wildrose Road. It is our understanding that this revegetation plan has been reviewed and approved by all pertinent agencies, that the required studies and surveys have been completed, and that all required permits have been issued.

Our cost proposal has been based on the following assumptions:

- Work may take up to 4 weeks for the Contractor to complete. Initial discussions between the County, Contractor and our staff, indicate that it will be at least 3, if not 4 weeks, to complete the added work.
- Similar to what we are experiencing on the current project work, we have assumed 8 hours of inspection plus 1 hour travel time each way to the project site from Ridgecrest.
- The Contractor work will be compensated at Force Account. Force Account requires a significant amount of administrative time to review, approve, and quantify daily extra work reports (DEWR's) that are the basis for Contractor payment. Differences between the CM and Contractor typically require negotiated resolution.

Contract Amendment 1 includes the time and expenses anticipated in addition to that contained within the original contract such that the sum of the two will cover the services needed. The Amendment 1 items include time allocations as shown on the attached estimate of inspection of contractor operations, includes additional administrative work associated with the change order, and includes travel and prevailing wage compliance costs.

The project contract summary is as follows:

Original Contract not to exceed amount	\$ 94,750
<u>Amendment 1</u>	<u>\$ 45,900</u>
Total Not to Exceed Amount	\$140,650

Enclosed herein is our detail cost proposal, including the following:

- Quincy Cost Proposal summary sheet
- Quincy Hours summary sheet
- Quincy Exhibit 10-H Cost Proposal
- Quincy Rate Sheet
- Revised Scope of Work

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,

QUINCY ENGINEERING, INC.

Leland Mason, PE  
Resident Engineer

## Cost Proposal

### Amendment 1 - Inyo County - CE for Trona Wildrose Roadway Recon/Rehab Project Construction Engineering and Inspection Services

Date: 11/10/2016

Quincy Engineering, Inc.

Direct Labor:	\$13,142.40
Escalation for Multi-Year Project (0.0%):	<u>\$0.00</u>
Subtotal	\$13,142.40
Overhead (1.6389):	<u>\$21,539.08</u>
<b>A. Labor Subtotal</b>	<b>\$34,681.48</b>

Subconsultant Costs:

	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		<u>\$0.00</u>
<b>B. Subconsultant Subtotal</b>			<b>\$0.00</b>

Other Direct Costs:

(1). RE Per diem:	0.0 days	@ \$85 per day	<u>\$0.00</u>
(2). RE Vehicle:	0.0 days	@ \$67 per day	<u>\$0.00</u>
(3). ARE Per diem:	20.0 days	@ \$85 per day	<u>\$1,700.00</u>
(4). ARE Vehicle:	0.0 days	@ \$67 per day	<u>\$0.00</u>
(5). Inspector Per diem:	0.0 days	@ \$85 per day	<u>\$0.00</u>
(6). Inspector Vehicle:	0.0 days	@ \$67 per day	<u>\$0.00</u>
(7). CM Per diem:	0.0 days	@ \$85 per day	<u>\$0.00</u>
(8). CM Vehicle:	0.0 days	@ \$67 per day	<u>\$0.00</u>
(9). Misc. Field supplies :			<u>\$30.37</u>
(10). Office Trailer:	0.0 months	@ \$300 per month	<u>\$0.00</u>
(11). Mileage:	3000.0 miles	@ \$0.54 per mile	<u>\$1,620.00</u>
(12). Prevailing Wage Differential:			<u>\$4,400.00</u>
<b>C. Other Direct Cost Subtotal:</b>			<b>\$7,750.37</b>

Labor Subtotal A. =	\$34,681.48
Fixed Fee (10.0%):	\$3,468.15
Subconsultant Subtotal B. =	\$0.00
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$7,750.37
Fixed Fee (0.0%):	<u>\$0.00</u>

TOTAL =

**\$45,900.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.89% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.



Exhibit 10-H Cost Proposal  
**Cost Proposal**

Contract No. Amendment 1 - Inyo County - CE for Trona Wildrose Roadway Recon/Rehab Project  
Consultant Quincy Engineering, Inc.

Date 11/10/2016

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Project Manager	James Foster	JF	\$62-\$84	0	\$76.70	\$ -
Construction Manager	Steve Mellon	SM	\$22-\$63	0	\$76.70	\$ -
Resident Engineer	Leland Mason	LM	\$62-\$84	20	\$62.10	\$ 1,242.00
Construction Inspector (Non PW)	John Snyder	JS	\$22-\$63	40	\$45.77	\$ 1,830.80
Construction Inspector (PW)	John Snyder	JS pw	\$22-\$63	160	\$45.77	\$ 7,323.20
Construction Inspector (Non PW; OT)	John Snyder	JS ot	\$22-\$63	40	\$68.66	\$ 2,746.40

260

**LABOR COSTS**

a) Subtotal Direct Labor Costs	<u>\$13,142.40</u>	
b) Escalation for Multi-Year Project (0.0%):	<u>\$0.00</u>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$13,142.40</u>	\$13,142.40

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 39.0%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$5,125.54</u>	\$5,125.54

**INDIRECT COSTS**

f) Overhead (Rate: 96.6%):		
g) Overhead [(c) x (f)]	<u>\$12,694.24</u>	
h) General Administration (Rate: 28.3%):		
i) Gen & Admin [(c) x (h)]	<u>\$3,719.30</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$16,413.54</u>	\$16,413.54

**FIXED FEE (Profit)**

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$3,468.15</u>	\$3,468.15

**OTHER DIRECT COSTS (ODC)**

RE Per diem	0	\$ 85.00 per day	\$0.00
RE Vehicle	0	\$ 67.00 per day	\$0.00
ARE Per diem	20	\$ 85.00 per day	\$1,700.00
ARE Vehicle	0	\$ 67.00 per day	\$0.00
Inspector Per diem	0	\$ 85.00 per day	\$0.00
Inspector Vehicle	0	\$ 67.00 per day	\$0.00
CM Per diem	0	\$ 85.00 per day	\$0.00
CM Vehicle	0	\$ 67.00 per day	\$0.00
Misc Field supplies	0	\$ -	\$30.37
Office Trailer	0	\$ 300.00 per month	\$0.00
Mileage	3000	\$ 0.54 per mile	\$1,620.00
Prevailing Wage Differential			<u>\$4,400.00</u>
m) Other Direct Cost Subtotal:			\$7,750.37

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$0.00</u>	<u>\$0.00</u>
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r) TOTAL COST		<u>\$45,900.00</u>
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**Amendment 1 for  
Inyo County - CE for Trona Wildrose Recon/Rehab Project  
Year 2016 Hourly Rates**

Rates are effective January 1, 2016 through December 31, 2016

<u>Labor by Classification</u>	<u>Hourly Rate</u>
Principal Engineer/Principal-in-Charge	\$62 - \$84
Associate Principal Engineer	\$52 - \$75
Senior Engineer	\$46 - \$75
Associate Engineer	\$33 - \$60
Assistant Engineer*	\$26 - \$44
Senior Engineering Tech*	\$31 - \$48
Engineering Tech/Assistant*	\$19 - \$39
CAD Manager	\$33 - \$54
CAD Tech*	\$21 - \$36
Student Assistant/Intern*	\$16 - \$24
Administrative Assistant/Support Staff*	\$11 - \$39
Senior Project Manager/Proj Manager	\$52 - \$84
Project Engineer	\$36 - \$75
Resident Engineer/Bridge Rep	\$42 - \$73
Senior Inspector*	\$36 - \$63
Inspector*	\$22 - \$48
<b><u>Environmental</u></b>	
Environmental Manager	\$50 - \$65
<b><u>Surveying - Office Classifications</u></b>	
Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41
<b><u>Surveying - Field Classifications</u></b>	
Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125

**Overhead Rate** 163.89%

<b><u>Other Direct Costs</u></b>	
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.54/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$85 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes or as dictated by audit.
Misc.	Cost

<b><u>Fee</u></b>	
Labor + Overhead	10%
Other Direct Costs	0%

**Notes:**  
 \*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.  
 \*\*Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.  
 Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.  
 Other Direct Costs to be invoiced at actual cost plus fee.  
 All rates are subject to an annual escalation of up to 3.5% per year.



**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

27

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 6, 2016

SUBJECT: Resolution and Notice of Completion for the Independence Airport – Runway 14-32  
Pavement Crack Repair, Sealing and Marking Project

**DEPARTMENTAL RECOMMENDATIONS:** The Public Works Department requests that the Board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Pavement Coatings Company of Jurupa Valley, CA, recently completed construction on the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project. The primary objectives of project were pavement crack repairs and pavement sealing for runways, taxiways, exits, helipad areas and aircraft parking aprons. It also included applying pavement markings for these repaired pavement areas. The final construction cost of the the Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project is \$242,359.25.

On September 30, 2016 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the time period during which Stop Notices may be placed against the work. In the event that there are no Stop Notices filed, the retention must be returned to the contractor within 30 days of the filing of the Notice of Completion.

**ALTERNATIVES:** The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the time period during which Stop Notices can be filed and will delay the release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:** County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld. The FAA and CDA to reimburse the County for their share of project costs.

**FINANCING:** The project is funded by the FAA's AIP, which will reimburse the county for 90 percent of the total project cost (up to \$303,381.00). Additionally, the County has received funding from California Department of Aeronautics in the amount of \$15,169, which represents 4.5% of the total project cost. All costs were paid through budget unit 150402, Independence Airport Improvement, object code 5700, Construction in Progress.

**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 11/17/16

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 11/21/2016

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: 11/22/16

RESOLUTION #2016 - \_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
INDEPENDENCE AIRPORT-RUNWAY 14—32 PAVEMENT CRACK REPAIR,  
SEALING AND MARKINGS PROJECT

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Independence Airport—Runway 14-32 Pavement Crack Repair, Sealing and Marking Project has been completed by Pave-Tech of Vista, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Independence Airport—Runway 14-32 Pavement Crack Repair, Sealing and Marking Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk of the Board

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

County of Inyo  
c/o Director of Public Works  
Public Works Department  
168 N. Edwards Street  
PO Drawer Q  
Independence, CA 93526

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Independence Airport Runway 14/32 Pavement Crack Repair, Sealing, and Marking Project, on the property hereinafter described, was completed on \_\_\_\_\_ and was accepted by the Inyo County Board of Supervisors on, \_\_\_\_\_.
2. The property on which the Independence Airport Runway 14/32 Pavement Crack Repair, Sealing, and Marking Project has been completed is located on the grounds of Independence Airport, Independence, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the Independence, California.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Independence Airport Runway 14/32 Pavement Crack Repair, Sealing, and Marking Project, pursuant to contract with the County, is Pavement Coatings Company, Inc. of Jurupa Valley, California.

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

COUNTY OF INYO





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

28

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Purchase of a new Livescan Fingerprint Machine.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board:

- A) Declare MorphoTrust USA Inc. as the Sole Source Provider for the purchase of a new Livescan Fingerprint machine to be located at the Bishop Police Department and;
- B) Approve the purchase of a new Livescan Fingerprint machine from MorphoTrust USA Inc., in the amount of \$34,024.84 (includes shipping & tax).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The RAN (Remote Access Network) budget exists in order to purchase, lease, operate and provide maintenance of automated fingerprint equipment and digital image photographic equipment used for the identification of individuals and for the reimbursement of local agencies within the county which have previously purchased, leased, operated or maintained automated fingerprint equipment and digital image photographic equipment. The expenditures for the RAN budget are approved yearly, for the fiscal year 2016-2017, by the RAN/DNA Board comprised of Sheriff Lutze, DA Tom Hardy, Probation Chief Thompson and Bishop Police Chief Stec.

MorphoTrust USA Inc. (formally Identix Corp.) installed the MorphoTrust LiveScan Fingerprint machine at the Bishop Police Department on December 29, 2003. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-10908) and the quote provided was based on CMAS amounts and meets the County purchasing guidelines. The current machine is obsolete, can no longer be upgraded and after December 2016 will no longer be supported.

**ALTERNATIVES:**

There are no practical alternatives available.

**OTHER AGENCY INVOLVEMENT:**

Auditor's office  
Information Services  
Purchasing

**FINANCING:**

These funds are included in the Board Approved FY 2016-2017 RAN budget 056610, Object Code 5650 Equipment. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses.



## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

- There is only one known source because:
  - This is a sole provider of a licensed, copyrighted, or patented good or service.
  - This is a sole provider of items compatible with existing equipment or systems.
  - This is a sole provider of factory-authorized warranty service.
  - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
  
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:  
Description of Item or Service.**  
**MorphoTrust USA Inc. (formally Identix Corp.) is a CMAS vendor (CMAS IT-70 #3-11-70-10908) and is our Department of Justice support vendor.**  
**The total amount of this purchase, including shipping, is \$34,024.84.**

DEPARTMENT CONTACT PERSON & TITLE  
 Sheriff Lutze

DEPARTMENT NAME  
 Sheriff's Department

PHONE  
 878-0386

REQUESTED SUPPLIER/CONSULTANT NAME  
 MorphoTrust USA Inc.

SUPPLIER CONTACT PERSON  
 Gary Newlin

SUPPLIER ADDRESS  
 5705 W. Old Shakopee Road, Ste. 100  
 Bloomington, MN 55437-3107

SUPPLIER CONTACT'S PHONE NUMBER  
 (952) 442-8701

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

\_\_\_\_\_  
*Signature of Requestor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*President/CEO Approval*

\_\_\_\_\_  
*Date*



**MorphoTrust USA**

5705 W. Old Shakopee Road  
Suite 100  
Bloomington, MN 55437-3107  
USA  
Phone (800) 932-0890  
FAX (952) 932-7181

**Customer Quotation**

**QUOTE # :** 13732-Q6P3C8 - 0  
**DATE:** 11/01/2016  
**EXPIRES:** 01/31/2017

**Customer Information**

**ATTN:**  
**CUST NAME:** INYO COUNTY SHERIFFS  
**DEPARTMENT**

**Phone:**  
**Fax:**  
**Email:**

**ADDR:** 207 W SOUTH ST

BISHOP, CA 93514  
United States

**Billing Information**

**ATTN:**  
**CUST NAME:** INYO COUNTY SHERIFFS  
**DEPARTMENT**

**Phone:**  
**Fax:**  
**Email:**

**ADDR:** P.O. DRAWER S

INDEPENDENCE, CA 93526  
United States

**Shipping Information**

**ATTN:**  
**CUST NAME:** Bishop Police Department

**Phone:** (760) 873-5866  
**Fax:**  
**Email:**

**ADDR:** 207 W Line St

Bishop, CA 93514  
United States

**Sales Rep:**

**Name:** Gary Newlin

**Phone:** 952-442-8701

**Cell:** 612-839-9639

**Fax:** 952-945-3304

**Email:** GNewlin@morphotrust.com

**PAY TERMS:**

**CUST TYPE:**

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
*TPE-5600-ED TouchPrint 5600 500ppi standard definition palm, slap, and roll live scan booking system. Includes: TP-5300 scanner, TouchPrint™ Enterprise application software with slap to roll matching, and PC running Windows in a ruggedized stand-alone cabinet with 24" deck. 1 year help desk warranty included.	CMAAS-IT-70	EACH	1	\$19,359.00	\$19,359.00
*TPE-PRT-DUP TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 yr. Help Desk Warranty included..	CMAAS-IT-70	EACH	1	\$2,341.00	\$2,341.00
PRT-DUP-W95 ANNUAL WARRANTY UPGRADE 9/5	CMAAS-IT-70	Year	1	\$145.00	\$145.00
5600-TPE-ED-W95 First year warranty upgrade to 9/5 coverage for the TPE-5600 500ppi enhanced definition live scan booking system	CMAAS-IT-70	Year	1	\$833.00	\$833.00
*TPE-CSTX-CA001 CALIFORNIA LIVE SCAN ENTERPRISE CUSTOMIZATION. TOTS: APP CRM IDN; CARDS: FD258-C/T FD249-C/T CA HAND-C/T; OTHER: TRANSMITS TO CADDOI NATMS; RETURN MSG: NO.	CMAAS-IT-70	EACH	1	\$171.00	\$171.00

TP-IAT-2DAY

CMAS-IT-70

EACH 1

\$2,081.00

\$2,081.00

Installation and Training: Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training day is for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3800 series Ivescan systems. Includes travel and all related expenses.

\* TP-HWOX-ADUNIC2

SL-LAWENF

EACH 1

\$153.00

\$153.00

PCI based 10/100 Ethernet LAN adapter for Local Area Network topology. To be used with cabinet style Windows live scan systems

\* TPE-SWOX-DI-OFC5-8PULL

SL-LAWENF

EACH 1

\$1,700.00

\$1,700.00

Demographic Interface (DI) pulls/queries B.TXT files from an external system via FTP or Windows File share using OFCS protocol. DI is intended for sites upgrading to Enterprise and/or have an existing JMS/RMS vendor that has already developed an OFCS interface for that particular State.

47FRT

CMAS-IT-70

EACH 1

\$350.00

\$350.00

FREIGHT CHARGE

\* TPE-CSTX-CAPALM

CMAS-IT-70

EACH 1

\$4,624.00

\$4,624.00

California Touch Print Enterprise customization for palm capture on palm live scan systems. Must be quoted with the corresponding jurisdiction specific ten-print customization.

Subtotal

Selling Price

\$31,757.00

\* Denotes Taxable Item

Total for Extended Quantity System Configuration

\$31,757.00

8% Sales Tax

\$ 2,267.84

Total With Sales Tax

\$34,024.84

## Terms and Conditions

Quote #: 13732-Q6P3C8 - 0

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

### General Terms and Conditions:

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by MorphoTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by MorphoTrust USA,, Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
- 7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
- 9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is MorphoTrust USA proprietary.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

29

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Request to hire one full time Residential Caregiver position in the Behavioral Health division.

**DEPARTMENTAL RECOMMENDATION:**

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

- a. the availability of funding for a Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- b. where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment though an open recruitment may be required if there are no internal candidates and;
- c. approve the hiring of one Residential Caregiver at range 53 (\$2950 - \$3587).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Residential Caregiver position at Progress House in the Behavioral Health Division will be vacant as an employee will retire from this position as of December 26, 2016. This position is one of six authorized Residential Caregiver positions and is supervised by the Progress House Manager. Residential Caregivers provide close supervision, medication assistance, linkages to the community, supportive counseling and crisis intervention for the residents. They also assist with daily living skills and provision of meals and housekeeping of the facility. The Caregivers additionally provide the first line of communication as part of the mental health on-call response. Caregivers are able to provide assistance to resolve approximately two thirds of the calls received without the need to move to the second level of on-call response, resulting in reduced costs. Residential Caregivers must be able to de-escalate crises and assess and communicate effectively around behavioral health and health issues with consumers, professionals and partners.

The Department respectfully requests that your Board authorize the hiring of one full-time Residential Caregiver to fill the vacancy at Progress House.

**ALTERNATIVES:**

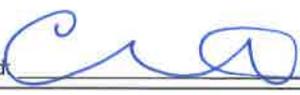
The Board could choose to not to fill this vacancy. This would result in continued difficulty in meeting the higher acuity of the program and will result in continued overtime costs being incurred, and resulting personnel challenges.

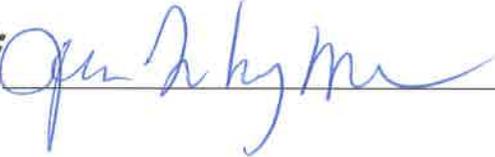
**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

**FINANCING:**

Progress House is funded through our federal Block Grant and State MSHA funds specifically targeting this population. This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County general funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: 11/18/2016
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved:  Date: 11/17/16

**DEPARTMENT HEAD SIGNATURE:**  Date: 11/21/16  
*(Not to be signed until all approvals are received)*



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  30
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- |   |  |  |                                 |
|---|--|--|---------------------------------|
| <input type="checkbox"/> Consent Hearing    | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public |
| <input type="checkbox"/> Scheduled Time for | <input type="checkbox"/> Closed Session          | <input type="checkbox"/> Informational         |                                 |

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Request to hire one full time Social Worker IV/Psychotherapist position in the Behavioral Health division.

**DEPARTMENTAL RECOMMENDATION:**

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

- the availability of funding for a Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
- approve the hiring of one Social Worker IV at Range 73 (\$4709-\$5728) or Psychotherapist at Range 81 (\$5692-\$6921) contingent upon qualifications.
- if hired as a Social Worker IV (which also serves as a Psychotherapist Intern) authorize the department to advance the position to Psychotherapist upon completion of internship and meeting California licensure requirements.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Social Worker IV/Psychotherapist position in the Behavioral Health Division will be vacant as a long time employee will retire from this position as of December 27, 2016. This position is one of three authorized Social Worker IV/Psychotherapist positions in the adult Behavioral Health core programs and is supervised by the HHS Deputy Director of the Behavioral Health Division. The person in this position has carried a full caseload of adults/older adults with severe mental illness or co-occurring mental illness and substance use disorders. The person in this position has also performed quality improvement/quality assurance functions that help to ensure that the clinic meets the stringent Medi-Cal standards as the Mental Health Plan and has been an integral part of the electronic healthcare record implementation. This position also takes part in the behavioral health on-call rotation. In this capacity the person in this position responds to and assesses crisis and urgent behavioral health situations and works to provide the support in the least restrictive environment. The position is part of a team made up of the psychiatrist, nurses, HHS Specialists and clinicians that provide services to 200-300 adult consumers. The team works closely with partners in primary care, law enforcement and the Emergency Department as well as the other HHS Divisions.

The Department respectfully requests that your Board authorize the hiring of one full-time Social Worker

IV/Psychotherapist to fill the vacancy in the Behavioral Health Adult Services and, if filled by the Social Worker IV (Psychotherapist Intern) level, authorize the department to advance the position to Psychotherapist, upon completion of internship and meeting California licensure requirements.

**ALTERNATIVES:**

The Board could choose to not to fill this vacancy. This would result in decreased access to services for the target population and puts Medi-Cal funds at risk. It would also result in increased overtime costs and coverage issues.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

**FINANCING:**

This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: 11/29/2016
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: 11/28/16

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  Date: 11-28-16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
31

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** December 6, 2016

**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 requested position exists in the various non-General Fund HHS and one General Fund budgets, 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, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; 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 Adult and Children's Social Services Division recently accepted a position, closer to her home in Mammoth Lakes, resulting in a vacancy. The HHS Specialists perform many vital duties across both the children's and adult social services programs. This position has the primary responsibility for providing support to the Adult Social Services division, including data management of In Home Supportive Services (IHSS) and the California Automated Reporting System (CARS) for ESAAA and I.C. GOLD; providing Information and Assistance and Telephone Reassurance services for Inyo and Mono counties through ESAAA; accepting and tracking outcomes of reports of suspected abuse or neglect of elderly and dependent adults; assisting with IHSS reassessments; and, providing assistance to the Children's Social Services division as needed. 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 also provides 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 the mandated duties of the division, maintain timely data entry and reporting in child

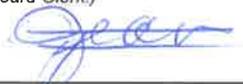
welfare, IHSS and CARS and to provide support to the social work staff in both Child Welfare and Adult Services.

**OTHER AGENCY INVOLVEMENT:**

Courts, law enforcement, probation, schools, public health, mental health, Toiyabe Family Services, local Tribal ICWA, Wild Iris, and CASA.

**FINANCING:**

State, Federal, Social Services Realignment, and County General funds. This position is currently budgeted 70% in the Social Services Budget (055800), 25% in the ICGOLD budget (056100) and 5% in the ESAAA Budget (683000) in the Salary and Benefits object category.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: <u>11/10/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>11/9/16</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 11-14-16



**AGENDA REQUEST FORM**

**BOARD OF SUPERVISORS**

**COUNTY OF INYO**

For Clerk's Use  
Only:

AGENDA NUMBER

32

Consent       Departmental       Correspondence Action

Public Hearing       Schedule time for       Closed Session       Informational

FROM: Road Department

FOR THE BOARD MEETING OF: December 6, 2016

SUBJECT: Authorize the deletion of one Road Maintenance Supervisor position; create one Equipment Operator Lead position to be filled from an internal recruitment, then fill the vacant Equipment Operator I/II position.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board:

- A) Change the Authorized Staffing for the Road department by deleting one (1) Road Maintenance Supervisor position (Range 71); and, adding one (1) Equipment Operator Lead position (Range 66);
- B) Find that, consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the Equipment Operator Lead position comes from Non-General Fund sources and exists in the Road Budget if the Road Maintenance Supervisor is deleted, as certified by the Public Works Director and concurred with by the County Administrator and Auditor/Controller; (b) where internal candidates meet the qualifications of the position, the vacancy should be filled through an internal recruitment. (c) Approve the hiring of one full time Equipment Operator Lead position at Range 66 (\$3987-\$4853);
- C) Find, upon filling the Equipment Operator Lead position through an internal recruitment, consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the Equipment Operator I/II position comes from Non-General Fund sources and exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor/Controller; (b) where internal candidates may meet the qualifications of the position, and the vacancy could be filled through an internal recruitment, however there exists a list of qualified applicants from the recent joint Road /Solid Waste recruitment that, if used will add talent to the department; (c) approve the hiring of one full time Equipment Operator I/II position at Range 58 (\$3,310 - \$4,027) to Range 60 (\$3,471 - \$4,216).

**CAO RECOMMENDATIONS:**

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator.

The proposed changes have been discussed, as part of ongoing Service Redesign efforts, for quite some time, however, it was deemed preferable and in the County's interests to accomplish these changes in Road department organization through attrition rather than through other mechanisms (e.g., Y-rating, layoffs, downgrades, etc.) that would have immediate and personal consequences on existing staff who have long-served the County. Recent promotions, retirements, promotions, and other personnel changes in the department make this an opportune time to consider the requested changes in the Authorized Staffing. To wait until adoption of the next County Budget would mean losing these opportunities or requiring the department to operate with less than optimal staffing. Consequently, and consistent with County Code, I am in support of the department's request to the Road department's Authorized Staffing by deleting one (1) Road Maintenance Supervisor (Range 71) and adding one (1) Equipment Operator Lead position (Range 66). In addition to

conveying immediate and ongoing budget savings, the change in authorized staffing will provide greater operational flexibility in operations.

### **SUMMARY DISCUSSION:**

The Road Department is continually evaluating the positions in the authorized strength, and its organizational structure, for the need, effectiveness, and how to best provide services to the public, while also looking for opportunities to increase efficiency.

At one time the Construction Crew was a crew of four: one Supervisor position, two Operator positions, and a sign maintenance position. Over the years, through downsizing and organizational restructuring, some of the positions have been combined and eliminated or reassigned. Currently there is only the Construction Crew Road Maintenance Supervisor, and one Operator position remaining. With the downsizing and reassigning of the Construction Crew staff, and then due to the lack of manpower available, some of the crew duties have been reassigned to the Road Yards to be part of their regular maintenance. And some of the core responsibilities of the Construction Crew remain, including; ordering, inventory, making, and maintaining the signage for the County (including the required construction and maintenance signs for the Road Yards), operation of the striping truck, providing the required materials for painting operations by the District Road Crews, asphalt and concrete cutting requests, construction projects, and repairs that are within the knowledge and capabilities of the Crew, are the primary responsibilities of the Construction Crew now. These responsibilities outline the continuing need for this two person department within the Road Department structure.

With the recent promotion of the Construction Crew Road Maintenance Supervisor, to Road Superintendent, there was an evaluation of the now vacant Supervisor position, and if that position could be changed to an Equipment Operator Lead position, with the management and supervisory responsibilities placed under an existing Road Maintenance Supervisor or the Road Superintendent. This change would allow the Equipment Operator Lead position and Construction Crew Operator to be able to perform more field work as a team of two, while also eliminating the inefficiency of having a supervisor position only supervising one person.

At this time, the new Equipment Operator Lead position will report to the Road Superintendent. This will allow for training and guidance during this transition period until the Equipment Operator Lead candidate is comfortable with the responsibilities and duties required, then they will be reassigned under an existing Road Maintenance Supervisor.

With the Equipment Operator Lead position being an internal recruitment, there will be a need to replace the successful candidates' position. If the successful candidate is currently an Operator, and this creates an Operator vacancy, then there is an existing list of qualified candidates from the joint Road/Solid Waste Operator recruitment to refill the position.

### **ALTERNATIVES:**

To not allow the change in authorized strength and recruitment of the requested positions, and to recruit for a replacement Road Maintenance Supervisor. This is not recommended as this change will allow for more efficient operations in the future and better use of our existing Supervisors management skills. As well as utilize an existing recruitment list for the timely and efficient backfill of an Operator position.

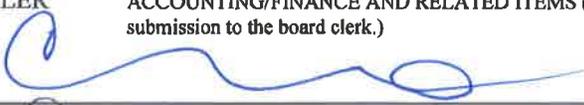
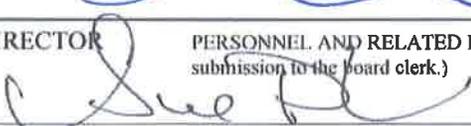
### **OTHER AGENCY INVOLVEMENT:**

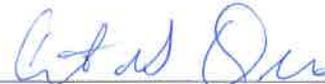
Auditors Office  
Personnel Department

**FINANCING:**

The requested position to be deleted (Road Maintenance Supervisor at Range 71) was included in the Road Department Budget (034600) Salaries and Benefits, Authorized Strength manpower report for FY 16/17, the requested position to be added (Equipment Operator Lead at Range 66) is five ranges lower as the one to be deleted so there will be a savings in salary of 12.5%, (\$4493-\$5462 to \$3987-\$4853).

The requested Operator position to be filled was also included in the Road Department Budget (034600) Salaries and Benefits, Authorized Strength manpower report for FY 16/17.

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 11/23/16
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 11/23/16

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 11/23/16



**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: Road Department

FOR THE BOARD MEETING OF: December 6, 2016

SUBJECT: Request to fill one Road Maintenance Supervisor

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for a Road Maintenance Supervisor exists in the non-general fund Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) authorize an closed department recruitment for the position; (c) approve the hiring of one full time Road Maintenance Supervisor at Range 71 (\$4,493-\$5,462).

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Road Department is requesting to fill a recent Road Maintenance Supervisor vacancy created by the retirement of the District Two Road Maintenance Supervisor. Public Works and the Road Department are continuously assessing the Supervisor positions as they become vacant, for their need, efficiency and effectiveness. Road Department recently requested to change the authorized strength, and change a Maintenance Supervisor to a Lead Operator position when there was a vacancy in the Construction Crew.

The Road Department would like to continue to take a cautious and measured approach in making these changes, by filling this new vacant Road Maintenance Supervisor position, the Road Department will not be cutting our supervisor capacity any further before assessing the effectiveness and any impacts from the Road Departments previously requested change.

**ALTERNATIVES:**

The Board could choose to not fill this position; this is not recommend as this position is essential to maintaining Crew Supervision while the evaluation of other requested moves are in process.

**OTHER AGENCY INVOLVEMENT:**

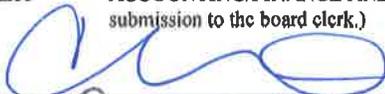
Personnel Department  
Auditors Office

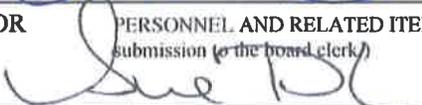
**FINANCING:**

The requested position is included in the authorized strength for the Road Department and is included in FY 16/17, Road 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: 11/23/2016 Date 11/23/16

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 11/23/16

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) Clint Quitten by Date: 11-29-16  
Erlyden



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  34
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Authorization for the hiring of an Associate Planner in the Planning Department

**RECOMMENDATION:** Find that, consistent with the adopted Authorized Position Review Policy:

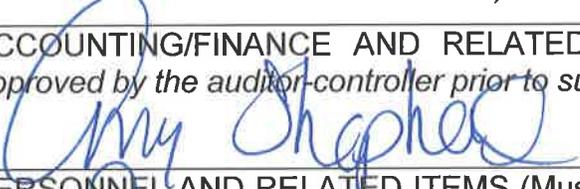
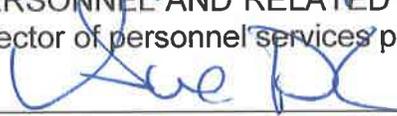
- 1) The availability of funding for the requested position exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- 3) Approve the hiring of one Associate Planner at Range 74 (\$4,731 - \$5,750) dependent upon qualifications; and
- 4) Authorize the filling of an Associate Planner.

**SUMMARY DISCUSSION:** One of the Department's Associate Planners recently resigned. The position is key in that it provides mid-level support to the Department and offers training opportunities for more advanced positions in the County. The leaving Associate Planner was primarily responsible for natural resource coordination. Staff requests that the Board authorize filling this vacant position as soon as possible to minimize disruptions to the Department's work plan.

**ALTERNATIVES:** The Board could not authorize hiring an Associate Planner. This would result in delays to County projects and entitlement processing.

**OTHER AGENCY INVOLVEMENT:** None.

**FINANCING:** The position is financed primarily from the General Fund in the Planning Department budget (023800) in the Salaries and Benefits object codes. Partially offsetting these costs are revenues received for entitlement processing and work on the Yucca Mountain Repository Assessment Office.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  11/30/16

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

 \_\_\_\_\_ Date: 11/30/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  35
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Planning Department – Yucca Mountain Repository Assessment Office

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Final Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada

**DEPARTMENTAL RECOMMENDATION:** Review the Final Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada; review draft correspondence in regards thereto, and; authorize the Chair to sign.

**SUMMARY DISCUSSION:** The County has been participating in licensing proceedings being conducted by Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. In 2008, the NRC issued an Adoption Determination Report (ADR) which concluded that the Department of Energy's (DOE) final Environmental Impact Statement (EIS) which addresses the impact of the proposed Repository did not adequately address all the potential impacts on groundwater or from surface discharges of groundwater – in part due to the County's concerns – and required the DOE to prepare a Supplemental EIS (SEIS) analyzing groundwater impacts.

On September 30, 2011, the licensing proceedings were suspended; however, in August 2013, the U.S. Court of Appeals directed the NRC to resume the licensing process using funds that had been appropriated to the NRC, but which had not been expended. In November 2013, the NRC directed its staff to complete a Safety Evaluation Report on DOE's license application and requested DOE to prepare the SEIS. In accordance with applicable law, DOE elected to not prepare the required SEIS, but instead, requested the NRC to prepare it. In February 2015, the NRC directed its staff to prepare the SEIS.

Previously, in July 2009, DOE submitted an Analysis of Postclosure Groundwater Impacts report to the NRC. In October 2014, DOE issued an updated Analysis of Postclosure Groundwater Impacts report, which provided technical updates to the 2009 report and information necessary to allow for NRC to prepare the required SEIS. The NRC released a draft SEIS for public comment in August 2015.<sup>1</sup> The County submitted comments regarding the draft SEIS dated November 17, 2015. NRC released a final SEIS in May 2016.

In accordance with NRC's 2008 ADR, the SEIS supplements DOE's 2002 Final EIS for the Repository and the subsequent 2008 Final SEIS. The SEIS describes the affected environment and assesses potential impacts with respect to contaminant releases that could be transported through the volcanic-alluvial aquifer in Fortymile Wash and the Amargosa Desert, and to the Furnace Creek/Middle Basin area of Death Valley, over a one-million-year period. The SEIS addresses the potential impacts of the Repository on the aquifer, soils, ecology, and public health, as well as the potential for disproportionate impacts on minority or low-income populations and cumulative effects. The SEIS finds that all of the potential direct, indirect, and cumulative impacts would be small.

<sup>1</sup> Refer to <http://www.nrc.gov/reading-rm/adams.html> to review the SEIS.

The County's 2015 correspondence regarding the draft SEIS urged the NRC consider recent groundwater investigations and trends, and requested monitoring to determine whether contaminants from the Repository have entered the groundwater system, and potential mitigation measures should such contamination be detected. The County's correspondence also raised environmental justice, socioeconomic, and cumulative impact issues.

Staff and its consultant on groundwater issues, Andy Zdon & Associates, Inc., have reviewed the final SEIS and conclude that the NRC has not adequately addressed the County's concerns. Staff has prepared the attached draft correspondence for the Board's consideration to be sent the NRC. In particular, the correspondence expresses disappointment about treatment of the County's input regarding the draft SEIS, and concerns about the scope of the SEIS, groundwater contamination, monitoring and mitigation, socioeconomics, and cumulative effects.

Staff believes that it is important to convey this information to the NRC, DOE, and other interested parties to preserve the County's concerns in the record while issues addressed in the SEIS are still fresh in institutional memories. The analysis could be critically important should licensing proceedings recommence in the future, particularly if the County wishes to submit additional contentions or amend its existing contentions.

**ALTERNATIVES:** The Board could direct modification to the correspondence or not submit correspondence; the latter option is not recommended due to the potential impacts to the County, and it is important to memorialize the County's responses to the final SEIS. The Board could also direct staff to reformat the correspondence as a memorandum to be kept in the County's files to memorialize its analysis; this is not recommended as it is important for NRC, DOE, and other relevant parties to be made aware of the County's concerns. The Board could also direct staff and County attorneys to draft amendments to the County's original contentions or new contentions that address issues arising from the SEIS so that such contentions are available if the licensing process should resume.

**OTHER AGENCY INVOLVEMENT:** NRC, DOE, State of California, State of Nevada, other Affected Units of Local Government, and other interested parties

**FINANCING:** Resources for this work are budgeted within Yucca Mountain Oversight Budget #620605 through fund balance.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>11/2/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ 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)

A handwritten signature in blue ink, appearing to read "Joshua Hertz", written over a horizontal line.

Date: 11-16-16

Exhibits

1. Draft Correspondence
2. Federal Register Notice

December 6, 2016

Christine Pineda  
Office of Nuclear Material Safety and Safeguards  
U.S. Nuclear Regulatory Commission  
Washington DC 20555-0001

**RE: U.S. Nuclear Regulatory Commission's Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada Final Report (Docket ID NRC-2015-0051)**

Dear Ms. Pineda:

We thank the Nuclear Regulatory Commission (NRC) for considering Inyo County's comments on the NRC's Draft Supplement to the U.S. Department of Energy's (DOE) Environmental Impact Statement (EIS) for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada (SEIS). As we indicated in our November 17, 2015 correspondence, the long-term health, safety and welfare of Inyo County residents is our highest concern, particularly in relation to potential contamination of groundwater resources as a result of the proposed Repository.

The Final SEIS does not properly address potential groundwater contamination in our communities pursuant to applicable law, nor does it identify mitigation, remediation, and groundwater monitoring to ensure that any contaminants from the Repository that enter the groundwater system are detected and that the impacts, should such contamination be detected, are mitigated. It is therefore very disappointing to us that the NRC declined to incorporate our requests concerning these critical concerns into the Final SEIS.

## **Analysis**

NRC's National Environmental Protection Act (NEPA) regulations (10 CFR § 51.109(c)(2)) provide that it will not be practicable to adopt any EIS prepared by DOE for a geologic repository if there is "significant and substantial new information or new considerations [that would] render such environmental impact statement inadequate." As identified in our comments regarding the Draft SEIS and in Attachment A hereto, such new information exists and should have been analyzed in the Final SEIS. As noted in Section 3.2.1.4.2 of NRC's Adoption Determination Report (ADR), an incomplete and inadequate characterization of a potential impact constitutes a significant new consideration that renders the SEIS inadequate—irrespective of the magnitude of potential impacts.

### ***Scope of the Final SEIS***

Section 3.2.1.4.2 of the ADR, "Impacts on Groundwater and from Surface Discharge of Groundwater," provides the NRC's staff's assessment of the groundwater and surface discharge impact analyses in DOE's EISs. As described in the ADR, the NRC staff finds that the EISs did not adequately characterize potential contaminant release to groundwater and from surface discharges of groundwater. The ADR explained that while DOE's analysis of the postclosure behavior of the Repository recognizes that the release of contaminants to groundwater can be expected over the long term, the analysis does not provide adequate discussion of the cumulative amounts of radiological and nonradiological contaminants that may enter the groundwater over time, and how these contaminants would behave in the aquifer and surrounding environments.

The Final SEIS states that it addresses two distinct but related aspects of potential impacts on the groundwater system (1) the nature and extent of the Repository's impacts on groundwater in the aquifer and (2) the potential impacts of the discharge of potentially contaminated groundwater to the ground surface. The Final SEIS elaborates on the two aspects as follows:

#### **Impacts on Groundwater**

- A description of the full extent of the volcanic-alluvial aquifer, particularly those parts that could become contaminated, and how water (and potential contaminants) can leave the flow system.
- An analysis of the cumulative amount of radiological and nonradiological contaminants that can be reasonably expected to enter the aquifer from the Repository, and the amount that could reasonably remain over time.
- Estimates of contamination in the groundwater, given potential accumulation of radiological and nonradiological contaminants.

#### **Impacts from Surface Discharges of Groundwater**

- A description of the locations of potential natural discharge of contaminated groundwater for present and expected future wetter periods.
- A description of the physical processes at potential surface discharge locations that could affect accumulation, concentration, and potential remobilization of contaminants carried by groundwater.
- Estimates of the amount of contaminants that could be deposited at or near the surface, including estimates of the amount of discharged groundwater and near-surface evaporation; the amounts of radiological and nonradiological contaminants in that groundwater; contaminant concentrations in resulting deposits; and potential environmental impacts.

Despite the fact that both the ADR and the Final SEIS outline a need for a broad assessment of the Repository's impacts to groundwater and from surface discharges of groundwater, the Final SEIS limits its analyses to "the affected environment with respect to the groundwater flow path for potential contaminant releases from the repository that could be transported beyond the Postclosure compliance location [11 miles from the Repository in the Amargosa Valley] through the volcanic-alluvial aquifer in Fortymile Wash and Amargosa Desert, and to the Furnace Creek/Middle Basin area of Death Valley." This geographic limitation on the scope of the Final SEIS, results in the omission of discussion the Repository's potential impacts on groundwater and surface discharges of groundwater in other areas such as in the vicinity of the Repository, between the Repository and the postclosure compliance location, and in the Shoshone-Tecopa section of the Southern Death Valley Subregion. The geographic limitation is inconsistent with the findings of the ADR and is a violation of NEPA.

Another serious shortcoming of the Final SEIS is that the Final SEIS accepts DOE's analysis of the amount of releases from the Repository and the use of DOE's analysis as representative of the likely types and levels of contaminant that could enter the groundwater system and be transported to the postclosure compliance location. Since the release of DOE's EISs, significant new information has become available which casts serious doubt on DOE's performance assessment with regard to the type and amount of contaminants that could be released from the Repository. This DOE assessment provides the "source term" which is used in the Final SEIS for the type and amount of contaminants reaching the postclosure compliance location. If there is serious doubt as to amount of contaminants released from the Repository, there can be no meaningful evaluation in the Final SEIS of the Repository's impacts on groundwater and potential discharges of groundwater to the ground surface.

**Groundwater** – Andy Zdon & Associates, Inc. (AZI) has prepared the attached report (Attachment A hereto) describing the final SEIS' inadequacies in regards to addressing Inyo County's comments regarding groundwater. In particular, the report notes the following regarding the Final SEIS:

1. Does not adequately address the changes in the conceptual model provided, including changes accepted by the U.S. Geological Survey.
2. Utilizes AZI's comments in a misleading manner.
3. Utilizes static population and groundwater assumptions inappropriately.
4. Fails to incorporate new research regarding groundwater movement southward from the Amargosa Desert and elsewhere upgradient to the Tecopa Shoshone area.
5. Utilizes outdated flow path data, including utilizing such data inappropriately in the Death Valley Regional Flow System model.
6. Fails to address source-area contaminants.
7. Fails to account for future groundwater pumping scenarios upgradient from the Repository.

With regard to future groundwater pumping scenarios upgradient from the Repository, the Final SEIS states that potential future groundwater pumping by the Southern Nevada Water Authority (SNWA) in Railroad Valley was not evaluated because such pumping is not reasonably foreseeable. However, the Final SEIS quotes the SNWA as stating that it intends to pursue the Railroad Valley development "when need to supply future water demands (SNWA, 2015)." Given SNWA's position, such groundwater pumping is reasonably foreseeable and should be analyzed in the Final SEIS.

As stated in the County's comments on the Draft SEIS, in the vicinity of Yucca Mountain, there is an upward hydraulic gradient between the lower regional carbonate aquifer and the overlying volcanic aquifers. The upward gradient is important to the performance of the Repository because it restricts groundwater flow and radionuclide transport pathways to overlying volcanic and alluvial aquifers and it prevents radionuclides from entering the lower carbonate aquifer. Groundwater pumping from Railroad Valley could have significant effects on the upward gradient as could potential future groundwater pumping by the SNWA in the Spring, Snake, Delamar, Dry Lake, and Cave Valleys in Eastern Nevada. In order to adequately assess the impacts of the Repository on groundwater and discharges of groundwater to the ground surface, the potential impacts of SNWA's future groundwater pumping on the upward gradient must be analyzed in the Final SEIS.

Additionally, the County raised other comments that were not addressed in the Final SEIS. The following summarizes these key failures of NRC's analyses.

**Cumulative Impacts** – the Final EIS dismisses the County's concerns about cumulative impacts by indicating that such impacts would be small. However, there is little data presented to substantiate these claims, which appear to be qualitative arguments and unsubstantiated by data. Contamination is spreading from the Nevada National Security Site, and the recent events at the Beatty Low Level Waste and Hazardous Waste Disposal Facilities referenced in our correspondence regarding the Draft EIS illustrate how easily contamination can occur, especially over the time frames being considered. The potential cumulative impacts should be evaluated quantitatively with appropriate reasonable worst-case assumptions of potential contaminant concentrations spreading in the groundwater to properly make conclusions. Such an analysis would provide the basis for impact determination pursuant to reasonable worst-case environmental assumptions required by NEPA's cumulative impact methodologies.

**Mitigation and Monitoring** – the Final EIS indicates that mitigation and monitoring will be implemented through operational controls. While this is comforting, it cannot be assured at this time. Therefore, the Final EIS should explicitly include these concepts as mitigation measures to ensure less than significant effects to support its conclusions.

**Socioeconomics** – the Final EIS acknowledges errors presented in the Draft EIS regarding socioeconomic data and updates information about the Timbisha Shoshone Tribe. While the Final SEIS admits that contaminated groundwater effluent from the Repository will reach springs (many of which are located within Death Valley National Park in Inyo County) that the Timbisha Shoshone hold as sacred and require to be kept pure, the Final SEIS contains no consideration or meaningful analysis of this injury to Timbisha Shoshone cultural interests or to Death Valley National Park, nor does the Final SEIS discuss how these effects can be prevented. The lack of such discussion is a violation of NEPA (see 40 C.F.R. 1502.16(g), CEQ Guidance and 10 C.F.R 51.71(b)).

Moreover, the Final SEIS fails to address the impacts of the Repository on disadvantaged community of Tecopa and on Inyo County. As indicated in the Final SEIS, the census geography in Death Valley is vast, and therefore it obscures the unique socioeconomic character of individual communities, like Tecopa. As indicated in the 2008 Gruen + Gruen Report,<sup>1</sup> the stigmatization impacts from even a small release of contamination at the Repository could result in significant impacts to Inyo County. Assuredly impacts would be proportionately greater to existing disadvantaged communities like the Timbisha Shoshone Tribe and Tecopa, given their reliance on tourism for local income generation.

## Conclusion

Overall, the Final SEIS fails to adequately respond to the County's input regarding the Draft SEIS. As noted in the Final SEIS, the NRC Chairman has acknowledged that, although the adjudication focusing on the DOE's license application is currently suspended, if the adjudication resumes, the participants in the adjudication may pursue their contentions before the Atomic Safety and Licensing Board, as well as raise new issues or amended contentions. As a participant in the adjudication, the County therefore reserves its rights to object to adequacy of the Final SEIS and its conclusions should the adjudication resume.

Thank you again for the opportunity to comment on the SEIS. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,

Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

Enclosure: Attachment A, "Summary of Review—Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository at Yucca Mountain, Nevada by Andy Zdon & Associates

cc: Department of Energy

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<sup>1</sup> Gruen Gruen + Associates. *A County at Risk: The Socio-economic Impacts of the Proposed Yucca Mountain High-level Nuclear Waste Repository*. 2008.

# ANDY ZDON & ASSOCIATES, INC.

Water Resources / Geology / Expert Services

June 30, 2016

Josh Hart  
County of Inyo Planning Department  
P.O. Box L  
Independence, CA 93526

Subject: Summary of Review – Supplement to the U.S. Department of Energy’s Environmental Impact Statement for a Geologic Repository at Yucca Mountain, Nevada

Dear Josh:

The following summarizes the results of additional review and information developed by AZI on behalf of the County of Inyo (County) regarding the “*Supplement to the U.S. Department of Energy’s Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. – Final Report*” (Final Report). AZI prepared a technical review summary report regarding the draft version of the supplemental EIS (Draft Supplement) on November 11, 2015. This review letter provides comments regarding the Final Report and its responsiveness to AZI’s comments and the County’s concerns as well as other technical issues brought up in the Final Report.

## Background

AZI previously provided technical comments related to the “*Draft Supplement to the U.S. Department of Energy’s Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada*” (Draft Supplement) prepared by the United States Regulatory Commission (NRC), and released August, 2015. This Supplement to the EIS was prepared in response to findings identified in the NRC’s “*U.S. Nuclear Regulatory Commission Staff’s Adoption Determination Report for the U.S. Department of Energy’s Environmental Impact Statements for the Proposed Geologic Repository at Yucca Mountain*”, herein referred to as the Adoption Determination (NRC, 2008).

The Adoption Determination noted that the EISs did not provide a complete and adequate discussion of the impacts on soils and surface materials from a potential future discharge of contaminated groundwater. More specifically, the Adoption Determination noted the following items that should be included (but not necessarily limited to) the following (as quoted from Adoption Determination):

- NRC Item #1 - “*A description of the locations of potential natural discharge of contaminated groundwater for present and expected future wetter periods (for example, as discussed in DOE, 2008, Safety Analysis Report, Section 2.3.1.2);*”
- NRC Item #2 - *A description of the physical processes at the surface discharge locations that can affect accumulation, concentration, and potential remobilization of groundwater-borne contaminants; and,*

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Water Resources / Geology / Expert Services

- *NRC Item #3 - Estimates of the amount of contaminants that could be deposited at or near the surface. This involves estimates of the amount of groundwater involved in discharge or near-surface evaporation, the amounts of radiological and non-radiological contaminants in that water, contaminant concentrations in the resulting deposits, and potential environmental impacts (e.g. effects on biota)."*

The County had previously provided comments with respect to the EIS (U.S. Department of Energy, 2008), regarding the following issues:

- Inyo Item #1 - The full extent of the lower carbonate aquifer, particularly those parts that could become contaminated and how water can leave the flow system should be described;
- Inyo Item #2 - The potential for a decrease or elimination of the upward vertical gradient beneath Yucca Mountain due to future upgradient water-gathering activities (e.g. by Southern Nevada Water Authority);
- Inyo Item #3 - Impacts to Endangered Species that utilize the springs in the region; and,
- Inyo Item #4 - Cleanup and remediation measures should be described.

Addressing all of these points are dependent on a complete description of the conceptual model of the basin. Consideration of work conducted in the Shoshone-Tecopa area since 2010 was absent from the Draft Supplement. The results from these hydrogeologic investigations affect the conceptual model employed in the Draft Supplement.

AZI's review of the Draft Supplement indicated that the Draft Supplement was non-responsive to each of the items listed in the Adoption Determination and to each of the issues raised by Inyo County. Based on the lack of updated information presented in the Supplement to the EIS, and errors identified in the Draft Supplement, there was a high degree of additional uncertainty attached to the conclusions presented.

Further, recommendations were made for future work included:

- Reevaluation of the conceptual model and associated numerical flow and particle tracking modeling;
- Additional data collection including initiating a monitoring program protective of water resources within Inyo County (both in Death Valley and the Shoshone-Tecopa area); and,
- Development of a groundwater remedial action plan based upon the results of the reevaluation described above.

## **Conceptual Model and Modeling Issues**

The Final Report does not address the changes in the conceptual model that were provided by AZI, including those changes that have been readily accepted by the U.S. Geological Survey including groundwater movement southward toward the Shoshone-Tecopa area from the Nevada portion of the

basin (and beyond) via both the fractured rock and alluvial aquifers present. The Final Report continues to not address the substantial uncertainty with the results of any numerical flow modeling and associated particle tracking modeling given these changes to the system. Currently there are completely new modeling efforts being conducted by the U.S. Geological Survey in the Amargosa Basin recognizing that further understanding of the groundwater system is needed beyond existing modeling. That these modeling efforts are needed point to the accepted uncertainty and other issues associated with the existing modeling on which the Final Report's analyses are largely based. Given the degree of certainty that the Final Report attaches to the previous modeling (circa 2010) for this critically important analysis, it is unclear why further definition of the numerical models including the ongoing SAMM analysis described in the Final Report is being conducted.

Further, the Final Report uses portions of AZI's comments and previously prepared State of the Basin Report and other prepared documents (e.g., Andy Zdon & Associates, Inc., 2014, Zdon, Davisson & Love, 2015), in a manner in which the context of those statements is lost, or at worst misleading.

Examples of other associated issues that reflect on the quality of analysis provided include the following:

1. The Final Report continues with the flawed assumption (e.g., Section 2.1.1) that population and associated groundwater usage will continue as currently being used despite upward trends in groundwater usage in Amargosa Desert and past history showing that substantial changes to groundwater usage can occur in this region under very short time frames, as illustrated by the history of groundwater pumping in Pahrump Valley (see attached).
2. The Final Report continues to be non-responsive regarding the new understanding of additional groundwater movement southward from the Amargosa Desert – Ash Meadows region in both alluvium and likely fractured rock toward Shoshone, California. There is considerable uncertainty regarding specific flow paths from Amargosa Desert southward into California, both in alluvium along the Amargosa River and along faulting that appears to run east of Eagle Mountain southward toward Shoshone, California. Given the absence of hydrogeologic information in this area, the portion of the analysis associated with quantity of flow southward beneath the river and Franklin Playa, and the specific paths that flow follows in reaching the Amargosa Wild & Scenic River as presented in the Final Report remains flawed due to its use of untested assumptions.
3. The Final Report continues to use an outdated flow path diagram (Figure 2-3) which is acknowledged by AZI, the U.S. Geological Survey, and others to be incorrect.
4. The Final Report continues to build these flawed or untested assumptions into the flow and particle tracking modeling analysis, including using the Death Valley Regional Flow System model in a manner in which it was not originally intended.
5. The Final Report focuses its analysis on the compliance point and does not address issues and questions raised that are related to representation or analysis of the source area (the repository). An example of this is for Comment B.2.3.1.1. The Final Report states the comments are outside the scope of the supplement. However, any kind of water quality analysis is dependent on the accurate representation of the source of the potential impact. This response approach leaves the Final Report continuing to be non-responsive to comments.

## **Responses to Inyo County Comments**

The Final Report remains non-responsive to the County's concerns outlined above. For example, the analysis continues to fail in accounting for future pumping scenarios up-gradient of the project (e.g. regarding potential Southern Nevada Water Authority pumping) and the effect that pumping would have on the vertical gradient between the carbonate and volcanic rocks beneath the Yucca Mountain facility. Further the absence of a reliable tool to conduct that analysis is not discussed to the extent required. The response to comment B.2.3.2.5 (and other similar comments) in the Final Report that "*The effects of pumping on potentiometric conditions below Yucca Mountain including the reversal of the vertical gradient between the carbonate and overlying volcanic rock aquifer is outside the scope of this report.*" This response to comments is not only non-responsive, but it leaves open an important question that would directly affect the analysis of particles reaching the compliance point.

Further, the Final Report does not address recommendation for the development of a groundwater remedial action plan at this time, or for additional data collection in the Middle Amargosa Valley groundwater basin (inclusive of the Shoshone-Tecopa area).

## **New Information**

As has been previously relayed to the County, AZI has been working on a project funded by the U.S. Bureau of Land Management and The Nature Conservancy to document springs throughout the Mojave Desert region. This has provided us a means to go back and perform a secondary round of reconnaissance activities in the Shoshone-Tecopa region. As a result of these efforts, we have identified 11 springs/seeps that had not been previously monitored or reported on. Of these, five were only discovered in the past year in the Shoshone Spring area as a result of restoration efforts. Additional geochemical analyses have been received and need to be analyzed in the context of the overall groundwater conceptual model.

As part of the ongoing characterization of the Inyo County part of the Amargosa Basin, the U.S.G.S. has just completed installing three monitoring wells at the same location (but at differing depths) to characterize the carbonate rock sequence in that area. They installed the wells near the intersection of U.S. Highway 178 and Chicago Valley Road. As would be expected based on the orientation of the rock units in that area (and which is completely consistent with the State of the Basin Report) they only encountered approximately 400 feet of carbonate rocks before reaching the underlying siliciclastic rocks (e.g. shales of the Carrara Formation, Zabriskie Quartzite). It is our understanding they plan on hydraulically testing the wells and sampling them but we don't believe that has been accomplished quite yet. Of the three monitoring wells, one is installed in the carbonate Bonanza King Formation, one in the Carrara (underlying the Bonanza King) and one shallow well in the alluvium at that location.

These results indicate that significant movement of groundwater beneath Chicago Valley to the west toward Shoshone is unlikely and gives greater credence to the northerly source (Amargosa Desert/Ash Meadows area) for Shoshone Spring as described in our review comments submitted last fall. Given the geochemical signatures of water at springs such as Resting Spring (a mixture of water from Pahrump Valley and the Amargosa Desert/Ash Meadows area, and the apparently differing groundwater gradients near the intersection of Pahrump, Stewart and Chicago Valleys, points to the potential for yet another southward

## ANDY ZDON & ASSOCIATES, INC.

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### Water Resources / Geology / Expert Services

flow path yet to be fully characterized. Although substantial efforts have been undertaken to evaluate the hydrogeologic regime and solute transport in the Nevada-portion of the basin, understanding the linkage between the Middle Amargosa Basin (inclusive of the Shoshone-Tecopa area) and the Nevada-portion of the basin has not been sufficiently considered and investigated for the analysis.

### Closing

As described above, the Final Report remains non-response to the County's areas of concern and the technical issues raised in AZI's comments provided during November 2015. Given the criticality of an analysis that weighs impacts of a magnitude that require a one million year impact time interval, greater consideration of the concerns raised by the County and technical shortcomings and uncertainties raised regarding the analysis should be more fully addressed.

If you have any questions or need additional information, please feel free to contact me at 925-974-3680.

Sincerely,

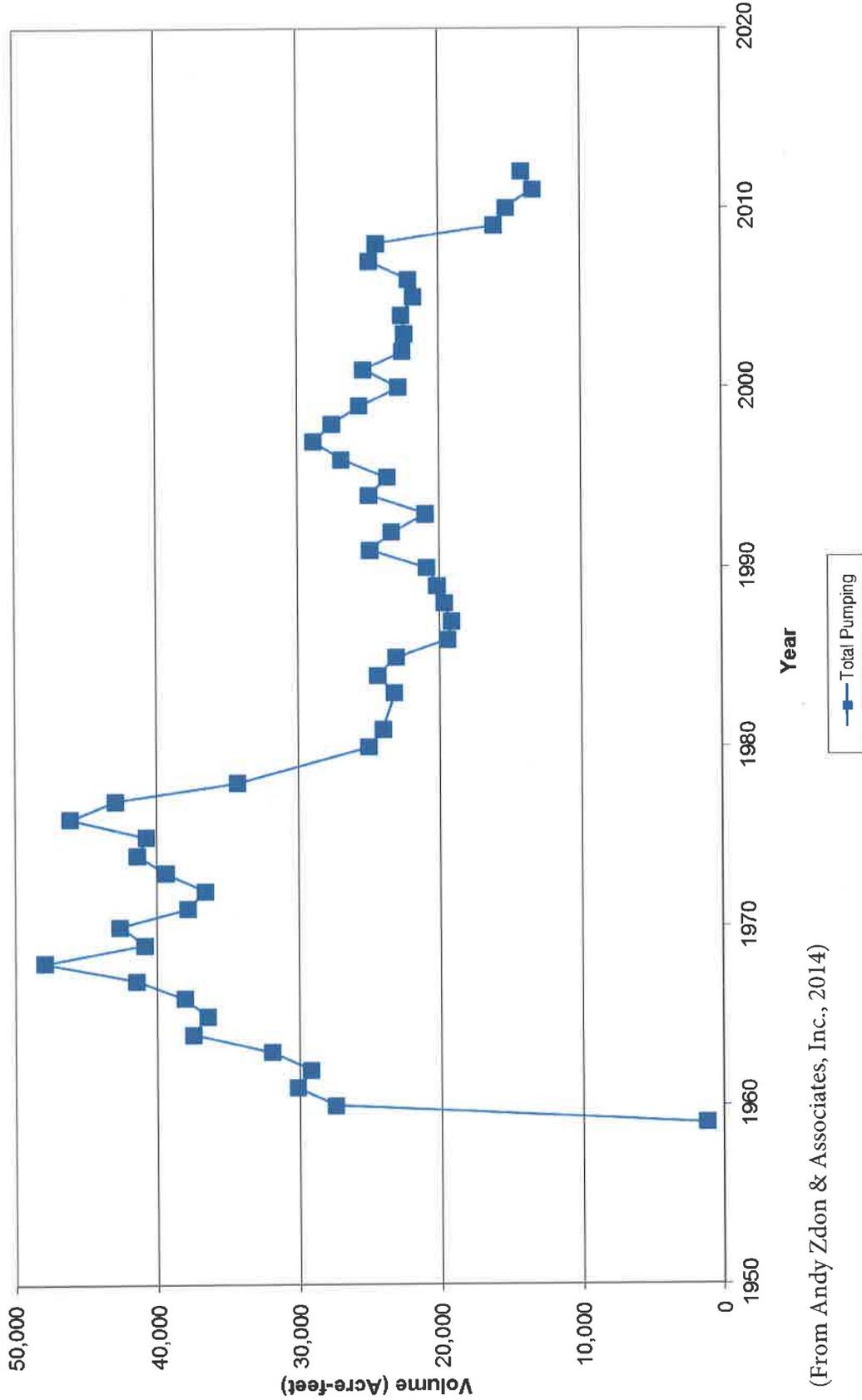
Andy Zdon & Associates, Inc.



Andy Zdon  
President – Principal Hydrogeologist  
Andy Zdon & Associates, Inc.  
2121 N. California Blvd., Suite 290  
Walnut Creek, CA 94596  
925-974-3680

ATTACHMENT

### Pahrump Valley Pumping



(From Andy Zdon & Associates, Inc., 2014)

Figure 3-10. Pumping vs. Time, Pahrump Valley, Nevada

**DATES:** Comments should be received on or before June 13, 2016 to be assured of consideration.

**ADDRESSES:** Send comments regarding the burden estimate, or any other aspect of the information collection, including suggestions for reducing the burden, to (1) Office of Information and Regulatory Affairs, Office of Management and Budget, Attention: Desk Officer for NCUA, New Executive Office Building, Room 10235, Washington, DC 20503, or email at [OIRA\\_Submission@OMB.EOP.gov](mailto:OIRA_Submission@OMB.EOP.gov) and (2) NCUA PRA Clearance Officer, 1775 Duke Street, Alexandria, VA 22314-3428 or email at [PRAComments@ncua.gov](mailto:PRAComments@ncua.gov).

**FOR FURTHER INFORMATION CONTACT:** Copies of the submission may be obtained by emailing [PRAComments@ncua.gov](mailto:PRAComments@ncua.gov) or viewing the entire information collection request at [www.reginfo.gov](http://www.reginfo.gov).

**SUPPLEMENTARY INFORMATION:**

*OMB Number:* 3133-0129.

*Type of Review:* Reinstatement with change of a previously approved collection.

*Title:* Corporate Credit Unions, 12 CFR part 704.

*Abstract:* Part 704 of NCUA's regulations established the regulatory framework for corporate credit unions. This includes various reporting and recordkeeping requirements as well as safety and soundness standards. NCUA has established and regulates corporate credit unions pursuant to its authority under sections 120, 201, and 209 of the Federal Credit Union Act, 12 U.S.C. 1766(a), 1781, and 1789. The collection of information is necessary to ensure that corporate credit unions operate in a safe and sound manner by limiting risk to their natural person credit union members and the National Credit Union Share Insurance Fund.

*Affected Public:* Private Sector: Not-for-profit institutions.

*Estimated Annual Burden Hours:* 483.

By Gerard Poliquin, Secretary of the Board, the National Credit Union Administration, on May 10, 2016.

Dated: May 10, 2016.

**Dawn D. Wolfgang,**  
NCUA PRA Clearance Officer.

[FR Doc. 2016-11343 Filed 5-12-16; 8:45 am]

**BILLING CODE 7535-01-P**

**NUCLEAR REGULATORY COMMISSION**

[Docket No. 63-001-HLW; NRC-2015-0051]

**Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste; Department of Energy; Yucca Mountain, Nye County, Nevada**

**AGENCY:** Nuclear Regulatory Commission.

**ACTION:** Supplement to environmental impact statement; issuance.

**SUMMARY:** The U.S. Nuclear Regulatory Commission (NRC) has issued the final "Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada," NUREG-2184. This supplements the U.S. Department of Energy's (DOE) 2002 Environmental Impact Statement (EIS) and its 2008 Supplemental EIS for the proposed repository at Yucca Mountain in accordance with the findings and scope outlined in the NRC staff's 2008 Adoption Determination Report (ADR) for DOE's EISs. The scope of this supplement is limited to the potential environmental impacts from the proposed repository on groundwater and from surface discharges of groundwater.

**DATES:** May 13, 2016.

**ADDRESSES:** Please refer to Docket ID NRC-2015-0051 when contacting the NRC about the availability of information regarding this document. You may obtain publicly-available information related to this document using any of the following methods:

- *Federal Rulemaking Web site:* Go to <http://www.regulations.gov> and search for Docket ID NRC-2015-0051. Address questions about NRC dockets to Carol Gallagher; telephone: 301-415-3463; email: [Carol.Gallagher@nrc.gov](mailto:Carol.Gallagher@nrc.gov). For technical questions, contact the individual listed in the **FOR FURTHER INFORMATION CONTACT** section of this document.

- *NRC's Agencywide Documents Access and Management System (ADAMS):* You may obtain publicly available documents online in the ADAMS Public Documents collection at <http://www.nrc.gov/reading-rm/adams.html>. To begin the search, select "ADAMS Public Documents" and then select "Begin Web-based ADAMS Search." For problems with ADAMS, please contact the NRC's Public Document Room (PDR) reference staff at 1-800-397-4209, 301-415-4737, or by

email to [pdr.resource@nrc.gov](mailto:pdr.resource@nrc.gov). For the convenience of the reader, the ADAMS accession numbers are provided in a table in the "Availability of Documents" section of this document.

- *NRC's PDR:* You may examine and purchase copies of public documents at the NRC's PDR, Room O1-F21, One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852.

**FOR FURTHER INFORMATION CONTACT:** Christine Pineda, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington DC 20555-0001; telephone: 301-415-6789.

**SUPPLEMENTARY INFORMATION:**

**I. Discussion**

This supplement evaluates the potential environmental impacts on groundwater and impacts associated with the discharge of any contaminated groundwater to the ground surface due to potential releases from a geologic repository for spent nuclear fuel and high-level radioactive waste at Yucca Mountain, Nye County, Nevada. This supplements DOE's 2002 "Final Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada" and its 2008 "Final Supplemental Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada," in accordance with the findings and scope outlined in the NRC staff's 2008 "Adoption Determination Report for the U.S. Department of Energy's Environmental Impact Statements for the Proposed Geologic Repository at Yucca Mountain." The ADR provided the NRC staff's conclusion as to whether it is practicable for the NRC to adopt DOE's EISs under the Nuclear Waste Policy Act of 1982, as amended. The NRC's decision on adoption of the EISs will occur after completion of the adjudication under part 2, subpart J of title 10 of the *Code of Federal Regulations*.

The scope of this supplement is limited to those areas identified for supplementation in the ADR, specifically, the potential environmental impacts from the proposed repository on groundwater and from surface discharges of groundwater. In the ADR, the NRC staff found that the analysis in DOE's EISs does not provide adequate discussion of the radiological and nonradiological contaminants that may enter the groundwater over time and

how these contaminants would behave in the aquifer and surrounding environments. This supplement provides the information the NRC staff identified in its ADR as necessary. The supplement describes the affected environment with respect to the groundwater flow path for potential contaminant releases from the repository that could be transported beyond the postclosure regulatory compliance location through the alluvial aquifer in Fortymile Wash and the Amargosa Desert, and to the Furnace Creek and Middle Basin areas of Death Valley. The analysis in this supplement considers both radiological and nonradiological contaminants.

Using groundwater modeling, the NRC staff finds that contaminants from the repository would be captured by

groundwater withdrawal along the flow path, such as the current pumping in the Amargosa Farms area, or would continue to Death Valley if there is no or reduced pumping. Therefore, this supplement provides a description of the flow path from the postclosure regulatory compliance location to Death Valley, the locations of current groundwater withdrawal, and locations of potential natural discharge along the groundwater flow path. The supplement evaluates the potential radiological and nonradiological environmental impacts to groundwater and at surface discharge locations over a 1-million-year period following repository closure. The analysis considers the potential impacts on the aquifer environment, soils, ecology, public health, and the potential for disproportionate impacts on

minority and low-income populations. In addition, this supplement assesses the potential for cumulative impacts that may be associated with other past, present, or reasonably foreseeable future actions. The NRC staff finds that all of the impacts on the resources evaluated in this supplement would be SMALL.

The draft supplement notice of availability and public meetings was published in the **Federal Register** on August 21, 2015 (80 FR 50875). A notice of extension to the public comment period was published on September 18, 2015 (80 FR 56501).

**II. Availability of Documents**

The documents identified in the following table are available to interested persons through ADAMS.

Document	ADAMS Accession No.
NRC Staff's "Supplement to the U.S. Department of Energy's Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada," NUREG-2184.	ML16125A032
NRC Staff's Adoption Determination Report .....	ML082420342
NRC <b>Federal Register</b> notice of intent to prepare a supplement to a final supplemental environmental impact statement .....	ML15058A595
NRC <b>Federal Register</b> notice of availability of the draft supplement for public comment .....	ML15223B192
NRC <b>Federal Register</b> notice of extension of the public comment period for the draft supplement .....	ML15254A399
DOE "Final Supplemental Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada".	ML081750191
DOE "Final Environmental Impact Statement for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada".	ML032690321

Dated at Rockville, Maryland, this 4th day of May 2016.

For the Nuclear Regulatory Commission.  
**James Rubenstone,**  
*Acting Director, Yucca Mountain Directorate, Office of Nuclear Material Safety and Safeguards.*

[FR Doc. 2016-11075 Filed 5-12-16; 8:45 am]  
**BILLING CODE 7590-01-P**

**OFFICE OF PERSONNEL MANAGEMENT**

**Hispanic Council on Federal Employment**

**AGENCY:** U.S. Office of Personnel Management.

**ACTION:** Council meeting.

**SUMMARY:** The Hispanic Council on Federal Employment (Council) meeting will be held on Wednesday, June 29th at the location shown below from 10:00 a.m. to 11:30 a.m.

The Council is an advisory committee composed of representatives from Hispanic organizations and senior government officials. Along with its other responsibilities, the Council shall advise the Director of the Office of

Personnel Management on matters involving the recruitment, hiring, and advancement of Hispanics in the Federal workforce. The Council is co-chaired by the Director of the Office of Personnel Management and the Chair of the National Hispanic Leadership Agenda (NHLEA).

The meeting is open to the public. Please contact the Office of Personnel Management at the address shown below if you wish to present material to the Council at any of the meetings. The manner and time prescribed for presentations may be limited, depending upon the number of parties that express interest in presenting information.

**ADDRESSES:** U.S. Office of Personnel Management, 1900 E St. NW., Executive Conference Room, 5th Floor, Washington, DC 20415.

**FOR FURTHER INFORMATION CONTACT:** Sharon Wong, Acting Director, Office of Diversity and Inclusion, Office of Personnel Management, 1900 E St. NW., Suite 5H35, Washington, DC 20415. Phone (202) 606-0020 FAX (202) 606-6012 or email at *sharon.wong@opm.gov*.

U.S. Office of Personnel Management.  
**Beth F. Cobert,**  
*Acting Director.*  
 [FR Doc. 2016-11288 Filed 5-12-16; 8:45 am]  
**BILLING CODE 6820-B2-P**

**SECURITIES AND EXCHANGE COMMISSION**

[File No. 500-1]

**Li-ion Motors Corp. (a/k/a Terra Inventions Corp.), PetroHunter Energy Corp., and Shrink Nanotechnologies, Inc.; Order of Suspension of Trading**

May 11, 2016.

It appears to the Securities and Exchange Commission that there is a lack of current and accurate information concerning the securities of Li-ion Motors Corp. (a/k/a Terra Inventions Corp.) (CIK No. 1141263), a dissolved Nevada corporation with its principal place of business listed as Las Vegas, Nevada with stock quoted on OTC Link (previously, "Pink Sheets") operated by OTC Markets Group, Inc. ("OTC Link") under the ticker symbol TERX, because it has not filed any periodic reports since the period ended July 31, 2013.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 36

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** December 6, 2016

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as 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 biweekly 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

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

*[Handwritten Signature]*

Date: 12/2/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

37

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** December 6, 2016

**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 biweekly basis.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

Date: 12/2/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
38

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** December 6, 2016

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

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

12/2/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
39

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

**FROM:** CLERK OF THE BOARD  
**By:** Darcy Ellis, Assistant to the Clerk of the Board

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:**

Request approval of the minutes of the regular Board of Supervisors meeting of November 15, 2016.

**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](http://www.inyocounty.us).

**ALTERNATIVES:**

Staff awaits your Board's changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 12/2/16  
(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**

40

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

**FROM:** County Administrator

By: Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Ordinance Adding Chapter 3.50 to the Inyo County Code

**DEPARTMENTAL RECOMMENDATION:**

Request Board enact an ordinance titled "An Ordinance of Inyo County, State of California, Adding Chapter 3.50 to the Inyo County Code Pertaining to Taxes on Commercial Cannabis Businesses."

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

At the direction of your Board earlier this year, staff developed and the Board approved on August 9, 2016 a ballot measure (Measure I) for inclusion on the November 8, 2016 General Election ballot that would address the taxation of commercial cannabis activity in Inyo County. Measure I presented to voters proposed Ordinance 1202 adding a chapter to County Code that would set forth a system for taxing commercial cannabis operations in Inyo County. Per Ordinance 1202, it is to become operative "if a majority of the electors voting on Measure I vote to approve the imposition of the tax." Measure I was approved by a majority of Inyo County voters in the November 8, 2016 General Election and therefor Ordinance 1202 must become operative.

Today's enactment of Ordinance 1202 reaffirms the will of Inyo County voters. It is also the next necessary step in establishing a commercial cannabis tax. Ordinance 1202 will add Chapter 3.50 to County Code, delineating the provisions for levying and collecting a County commercial cannabis business tax at the rate of 5% for commercial cannabis businesses, with increases as set forth in the chapter, beginning on January 1, 2017.

**ALTERNATIVES:**

Your Board could choose not to enact Ordinance 1202, but this is not recommended as Measure I, which called for its enactment, was approved by a majority of Inyo County voters on November 8, 2016.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

No costs associated with this enactment. There will be future costs as well as anticipated revenue associated with the levying and collecting of a commercial cannabis tax.

**APPROVALS**

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



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

Date: 12/2/16

ORDINANCE NO. 1202

AN ORDINANCE OF INYO COUNTY, STATE OF CALIFORNIA,  
ADDING CHAPTER 3.50 TO THE INYO COUNTY CODE PERTAINING TO  
TAXES ON COMMERCIAL CANNABIS BUSINESSES

Subject to voter approval, the Board of Supervisors of the County of Inyo does ordain as follows:

**SECTION 1.** Chapter 3.50 is hereby added to Title III of the Inyo County Code as shown on Attachment 1 to this Ordinance.

**SECTION 2.** This ordinance relates to the levying and collecting of County commercial cannabis business tax at the rate of 5% for commercial cannabis businesses, with increases as set forth in Chapter 3.50. This ordinance shall have an operative date of January 1, 2017. This ordinance shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election held on November 8, 2016, pursuant to Business and Professions Code Section 19348(c), Revenue and Taxation Code Section 7284, and Government Code Section 53723. If this tax ordinance is approved by the voters, a summary shall be published at least five (5) days before the date set for adoption by the Inyo County Board of Supervisors and again fifteen (15) days after passage of this ordinance. It shall be published once with the names of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Inyo, State of California.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

BY: \_\_\_\_\_

Assistant Clerk of the Board

ATTACHMENT 1 to ORDINANCE NO. 1202

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Chapter 3.50  
CANNIBIS BUSINESS TAX

Sections:

3.50.010	Title.
3.50.020	General Tax.
3.50.030	Purpose of the ordinance.
3.50.040	Definitions.
3.50.050	Tax Imposed.
3.50.060	Reporting and remittance of tax.
3.50.070	Payments and communications – timely remittance.
3.50.080	Payment – when taxes deemed delinquent.
3.50.090	Notice not required by County.
3.50.100	Penalties and interest.
3.50.110	Refunds and credits
3.50.120	Refunds and procedures.
3.50.130	Exemptions from the tax.
3.50.140	Constitutionality and legality.
3.50.150	Payment of tax does not authorize unlawful business.
3.50.160	Administration
3.50.170	Severability
3.50.180	Amendment adjustment or repeal.

3.50.010 Title.

This ordinance shall be entitled the “Cannabis Business Tax”. This ordinance shall be applicable in the unincorporated territory of the County of Inyo, which shall be referred to herein as “the County.”

3.50.020 General Tax.

The Cannabis Business Tax is enacted solely for general governmental purposes for the County and not for specific purposes. All of the proceeds from the tax imposed by this Chapter shall be placed in the County’s general fund and used for purposes consistent with general fund expenditures of the County.

3.50.030 Purpose of the ordinance.

This ordinance is adopted to achieve the following purposes, among others, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To 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 commercial cannabis businesses in the unincorporated area of the County, pursuant to the state Medical Marijuana Regulation and Safety Act, specifically California Business and Professions Code section 19348(c).

B. To impose a tax on the privilege of cultivating, manufacturing, producing, processing, preparing, storing, providing, donating, selling, or distributing nonmedical marijuana and marijuana products and accessories by commercial cannabis business in the unincorporated area of the County if the “California Control, Regulate and Tax Audit Use of Marijuana Initiative” is approved by the voters in the November 2016 election, or if nonmedical marijuana activity otherwise becomes legal in the State of California, notwithstanding if state law uses the term “marijuana” or “cannabis”;

C. To impose a tax on commercial cannabis business in accordance with the authority granted by California Revenue and Taxation Code section 7284 to impose a business license tax;

D. To specify the type of tax and rate of tax to be levied and the method of collection; and

E. To comply with all requirements of imposition of a general tax, such tax to become operative only if submitted to the electorate and approved by a majority vote of the voters voting in an election on the issue.

3.50.040 Definitions.

The following words and phrases shall have the meanings set forth below when used in this Chapter:

A. “Business” shall include all activities engaged in or caused to be engaged in within the unincorporated area of the County, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. “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 cannabis. “Cannabis” also means marijuana as defined by Section 11018 of the California Health and Safety Code and is not limited to medical cannabis.

C. “Cannabis product” 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. “Cannabis product” also means marijuana products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

- D. "Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premise in determining the total square footage.
- E. "Commercial cannabis business" means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.
- F. "Cannabis business tax," "business tax," or commercial cannabis tax" means the tax due pursuant to this Chapter for engaging in commercial cannabis business in the unincorporated area of the County.
- G. "Commercial cannabis cultivation" means cultivation conducted by, for, or as part of a commercial cannabis business.
- H. "County permit" means a license or permit issued by the County to a person to authorize that person to operate or engage in a commercial cannabis business. The term "County permit" includes a commercial medical cannabis permit issued pursuant any Chapter of the Inyo County Code which may be adopted or amended from time to time which authorizes any cannabis regulatory activity, and if nonmedical marijuana business becomes legal under state law, the term "County permit" includes such permit as the County may require to operate or engage in nonmedical commercial cannabis business.
- I. "Cultivation" means the activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- J. "Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary.
- K. "Dispensary" means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.
- L. "Distributor" or "distribution" or "distribution facility" means a person or facility involved in the procurement, sale, and/or transport of cannabis and cannabis products between permitted or licensed entities.
- M. "Employee" means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

- N. “Engaged in business” means the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the unincorporated area of the County or coming into the unincorporated areas of the County from an outside location to engage in such activities. A person shall be deemed engaged in business with the County if some or all of the following apply:
1. Such person or person’s employee maintains a place of business within unincorporated area of the County for the benefit or partial benefit of such person;
  2. Such person or person’s employee owns or leases real property within the unincorporated area of County for business purposes;
  3. Such person or person’s employee regularly maintains a stock of tangible personal property in the unincorporated area of County for sale in the ordinary course of business;
  4. Such person or person’s employee regularly conducts solicitation of business within the unincorporated area of County;
  5. Such person or person’s employee performs work or renders services in the unincorporated of County; and
  6. Such person or person’s employee utilizes the streets within the unincorporated area of County in connection with the operation of motor vehicles for business purposes.

The foregoing specified activities shall not be a limitation on the meaning of “engaged in business.”

- O. “Evidence of doing business” means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the unincorporated area of County.
- P. “Fiscal year” means July 1 through June 30 of the following calendar year.
- Q. “Gross Receipts,” except as otherwise specifically provided, means the total amount actually received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in “gross receipts” shall be all receipts, cash, credits and

property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
  2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
  3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
  4. Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a person's own account, not derived in the ordinary course of a business;
  5. Receipts derived from the occasional sale of used, obsolete or surplus trace fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
  6. Cash value of sales, trades or transactions between departments or units of the same business;
  7. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
  8. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;
  9. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the finance department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.
- R. "Growing cycle" means the life of cannabis plant grown from seed, clone or start to maturity, at which point the plant is harvested for flower or byproducts to dry, cure grade, trim or package for retail or wholesale.

- S. "Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a location that packages or repackages cannabis or cannabis products or labels or relabels its container, that holds a valid County Permit.
- T. "Nursery" means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.
- U. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, cooperative, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.
- V. "Personal medical cannabis cultivation" means cultivation by a qualified patient who cultivates one hundred (100) square feet total canopy area or less of cannabis exclusively for his or her personal medical use but who does not provide, donate, sell, or distribute cannabis to any other person. "Personal medical cannabis cultivation" also includes cultivation by a primary caregiver who cultivates one hundred (100) square feet total canopy area or less of cannabis exclusively for the personal medical purposes of no more than five (5) specified qualified patients for whom he or she is the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with Section 11362.765(c) of the California Health and Safety Code, as it may be amended.
- W. "Personal use" shall be defined as provided by state law applicable to use of cannabis, if any, as the same may be amended from time to time.
- X. "Sale" means and includes any sale, exchange, or barter.
- Z. "State" means the State of California.
- AA. "State license," "license," or "registration" means a state license issued pursuant to California Business & Professions Code Sections 19300, et seq. or other applicable state law.
- BB. "Testing laboratory" means a facility, entity, or site in the state that offers or performs testing of cannabis or cannabis product and that is both the following:
1. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and
  2. Registered with the California State Department of Public Health.

- CC. "Transport" means the transfer of cannabis or cannabis products from the permitted business location of one permittee or licensee to the permitted business location of another permittee or licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to state law.
- DD. "Transporter" means a person issued all required state and County permits to transport cannabis or cannabis products between permitted facilities.
- EE. "Treasurer-Tax Collector" means the Treasurer-Tax Collector of the County of Inyo, his or her deputies or any other County Officer charged with the administration of the provisions of this Chapter.

3.50.050 Tax Imposed.

- A. There is established and imposed a cannabis business tax at the rates set forth in this Chapter.
- B. Tax on commercial cannabis cultivation excluding nurseries.
  - 1. Every person who cultivates commercial cannabis in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The initial tax rate effective January 1, 2017, through June 30, 2020, shall be set at five percent (5%) of the gross receipts per fiscal year, provided, however, that cultivators shall pay not less than the following amounts;
    - a. Persons cultivating less than or equal to two thousand five hundred (2,500) square feet of cannabis shall pay a tax of no less than one thousand two hundred fifty dollars (\$1,250) per growing cycle.
    - b. Persons cultivating two thousand five hundred one square feet and up to five thousand square feet of cannabis shall pay a tax of no less than two thousand five hundred dollars (\$2,500) per growing cycle.
    - c. Persons cultivating more than five thousand one square feet of cannabis shall pay a tax of no less than five thousand dollars (\$5,000) per growing cycle.
  - 2. As of July 1, 2020, such tax rate may be increased in two and one half percent (2.5%) increments, not to exceed the maximum tax rate of twelve and one half (12.5%) per fiscal year on gross receipts. Incremental increases in the tax rate shall not occur more than once per fiscal year, following the approval by the Board of Supervisors of such increase at a regularly scheduled meeting of the Board of Supervisors.
- C. Tax on commercial cannabis dispensaries.
  - 1. Every person who is engaged in business as a dispensary in the unincorporated area of the County shall pay an annual commercial

cannabis business tax. The initial tax rate effective January 1, 2017 through June 30, 2020 shall be set at five (5%) of the gross receipts per fiscal year.

2. As of July 1, 2020, such tax rate may be increased in two and one half percent (2.5%) increments, not to exceed the maximum tax rate of twelve and one half (12.5%) per fiscal year on gross receipts. Incremental increases in the tax rate shall not occur more than once per fiscal year, following the approval by the Board of Supervisors of such increase at a regularly scheduled meeting of the Board of Supervisors.

D. Tax on all other commercial cannabis business.

1. Every person who is engaged in business as a distributor, delivery service manufacturer, nursery, testing laboratory, transporter, or otherwise not specified above in subsections B or C, in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The initial tax rate effective January 1, 2017 through June 30, 2020 shall be set at five (5%) of the gross receipts per fiscal year.
2. As of July 1, 2020, such tax rate may be increased in two and one half percent (2.5%) increments, not to exceed the maximum tax rate of twelve and one half (12.5%) per fiscal year on gross receipts. Incremental increases in the tax rate shall not occur more than once per fiscal year, following the approval by the Board of Supervisors of such increase at a regularly scheduled meeting of the Board of Supervisors.

3.50.060 Reporting and remittance of tax.

The commercial cannabis business tax imposed by this Chapter shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:

- A. Each person owing a commercial cannabis business tax shall, on or before the last day of the month following the close of each fiscal year quarter, prepare and submit a tax statement on the form prescribed by the Treasurer-Tax Collector and remit to the Treasurer-Tax Collector the tax due. Each business shall pay on or before the last day of the month following the close of each calendar quarter.
- B. If the cultivation begins in the middle of a fiscal year, the Treasurer-Tax Collector shall prorate, in monthly increments, the amount due for the fiscal year.
- C. All tax statements shall be completed on forms prescribed by the Treasurer-Tax Collector.

- D. Tax statements and payments for all outstanding taxes owed the County are immediately due to the Treasurer-Tax Collector upon cessation of business for any reason.
- E. The Treasurer-Tax Collector may, at his or her discretion, establish shorter report and payment periods for any taxpayer as the Treasurer-Tax Collector deems necessary to insure collection of the tax.
- F. The Treasurer-Tax Collection may, as part of administering the tax and in his or her discretion, modify the form of payment and take such other administrative actions as needed to facilitate collection of the tax.

3.50.070 Payments and communications – timely remittance.

Whenever any payment, statement, report, request or other communication is due, it must be remitted to the Treasurer-Tax Collector on or before the final due date. A postmark will be accepted as timely received. If the due date falls on Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the County is open to the public.

3.50.080 Payment – when taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not remitted to the Treasurer-Tax Collector on or before the due date as specified in Section 3.50.060.

3.50.090 Notice not required by County.

The Treasurer-Tax Collector is not required to send a delinquency or other notice or bill to any person subject to the provisions of this Chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

3.50.100 Penalties and Interest.

- A. Any person who fails or refuses to pay any commercial cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:
  1. A penalty equal to ten percent (10%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent (1.5%) per month on the unpaid tax.
  2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one and one-half percent (1.5%) per month on the unpaid tax.
  3. Interest shall be applied at the rate of one and one-half percent (1.5%) per month on the first day of the month for the full month, and will

continue to accrue monthly on the unpaid tax until the balance is paid in full.

- B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

3.50.110 Refunds and credits

- A. No refund shall be made of any tax collected pursuant to this Chapter, except as provided in 3.50.120.
- B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

3.50.120 Refunds and procedures.

- A. Whenever the amount of any commercial cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the County under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Treasurer-Tax Collector within one (1) year of the due the tax was originally due and payable.
- B. The Treasurer-Tax Collector, his or her deputies or any other County officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Treasurer-Tax Collector to do so.
- C. In the event that the commercial cannabis business tax was erroneously paid and the error is attributable to the County, the County shall refund the amount of tax erroneously paid up to one (1) year from when the error was identified.

3.50.130 Exemptions from the tax.

- A. The provisions of this Chapter shall not apply to personal medical cannabis cultivation.
- B. If the "California Control, Regulate and Tax Adult Use of Marijuana Initiative" is approved by the voters in the November 2016 election, or if nonmedical cannabis use otherwise becomes legal in the State of California, the provisions of this Chapter shall not apply to personal use of non-medical cannabis that is specifically exempted from state licensing

requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use. If a state law is adopted that legalizes nonmedical use of cannabis, the Treasurer-Tax Collector may implement this exemption to conform to such exemption for personal use as may be included in state law.

3.50.140      Constitutionality and legality.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for by this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection and due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law.

3.50.150      Payment of tax does not authorize unlawful business.

- A.      The payment of a commercial cannabis business tax required by this Chapter, and its acceptance by the County, shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of this Code and all other applicable state laws.
- B.      No tax paid under the previous of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

3.50.160      Administration.

The Inyo County Administrative Officer or designee thereof, upon the approval of the Inyo County Board of Supervisors, may promulgate regulations to implement and administer the provisions of this Chapter..

3.50.170      Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

3.50.180      Amendment, adjustment, or repeal.

The Board of Supervisors of the County of Inyo is authorized to repeal this Chapter 3.50 without a vote of the people to the extent allowed by law. The Board of Supervisors of the County may also to impose the tax authorized by this Chapter at a lower rate and may establish exemptions, incentives, or other reductions, as otherwise allowed by California law. The Board of Supervisors of the County of Inyo is further authorized to amend and/or adjust this Chapter 3.50 in any manner that does not increase the tax rate above the maximum rate specified for each category of business or in a manner that otherwise constitutes a tax increase for which

voter approval is required by Article XIII C of the California Constitution. The people of the County of Inyo affirm that the following actions shall not constitute an increase of the rate of a tax:

- A. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the Board of Supervisors has acted to reduce the rate of the tax via amendment or adjustment;
- B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
- C. The collection of the tax imposed by this Chapter, even if the County had, for some period of time, failed to collect the tax.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

41

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Countywide marijuana regulation

**RECOMMENDATION:** Review Proposition 64, and Inyo County advisory ballot Measures G and II in regard to local marijuana regulation, and direct staff how to move forward in planning for regulating medical and recreational marijuana.

**SUMMARY DISCUSSION:** Currently, Inyo County does not permit cannabis-related businesses of any type within its jurisdiction. On August 2, 2016, staff conducted a workshop with your Board to discuss regulating medical cannabis.<sup>1</sup> The outcome of that discussion resulted in your Board directing the creation of local advisory ballot measures G and H to identify constituents' opinions about permitting medical and, if Proposition 64 passed, recreational marijuana businesses in the County. The Board also put forth local Measure I seeking voter approval to tax commercial cannabis businesses. Now that the results of the November election are known, staff seeks direction from your Board on whether it wants to proceed with developing regulations to permit or prohibit commercial marijuana businesses in the County.

On November 8<sup>th</sup> California voters approved Proposition 64<sup>2</sup> which legalized the adult use of marijuana; possession of no more than one ounce of marijuana or 8 grams of concentrated cannabis; cultivation of up to six plants per residence; retail sales for marijuana after January 1, 2018 including a 15% state excise tax; a cultivation tax of \$9.25/dry-weight ounce of flower and \$2.75/dry-weight ounce of leaves; classifies marijuana as an agricultural product; allows cultivation of industrial hemp with a permit; imposes strict regulations governing labeling, advertising, packaging and testing of marijuana; and continued allowance of medical marijuana patients to possess and cultivate as much as they need for personal medical use recommended by a doctor. Local jurisdictions may ban outdoor cultivation and enact reasonable regulations on cultivation, but may not ban individuals' cultivation indoors or in a secure, locked location. Local jurisdictions may regulate other marijuana-related land uses, including excluding them entirely. Importantly, however, Proposition 64 does not permit the use of permissive zoning to regulate commercial marijuana activities, and prohibits marijuana transport. Because Proposition 64 prohibits the use of permissive zoning to regulate commercial cannabis enterprises, it is recommended that your Board provide direction to staff to specifically prohibit commercial cannabis enterprises if it decides not to direct staff to proceed with permitting certain commercial cannabis activities in specific areas. Local jurisdictions also have the power to establish a tax to the businesses.

On November 8<sup>th</sup> Inyo County citizens approved local Measures G (supporting regulations to allow medical commercial cannabis businesses), H (supporting regulations to allow recreational commercial cannabis businesses), and I (a gross receipts tax of 5%, which can be adjusted by your Board, on commercial cannabis business). The Clerk Recorder plans to present the election results under separate cover. Additionally, County residents approved State Proposition 64.

<sup>1</sup> Refer to <http://inyoplanning.org/Med-Marijuana.htm> for more information about the County past investigations of this issue and see Attachment 1.

<sup>2</sup> [https://www.oag.ca.gov/system/files/initiatives/pdfs/15-0103%20\(Marijuana\)\\_1.pdf](https://www.oag.ca.gov/system/files/initiatives/pdfs/15-0103%20(Marijuana)_1.pdf)

**NEXT STEPS:** Election results show over half the voters are in favor of permitting both medical and recreational commercial cannabis businesses, and have enabled the County to tax commercial cannabis businesses. If the Board is to pursue allowing cannabis businesses within its jurisdiction it should create regulations, operations, and permitting for cannabis business, cultivation, and manufacturing. As noted above, the ability of a jurisdiction to use permissive zoning to prohibit commercial cannabis businesses is not allowed under Proposition 64, and there is some speculation that if local jurisdictions do not act to expressly prohibit specific commercial cannabis businesses, the State may issue cannabis business land permits.

Some initial subjects for consideration provided by other departments within Inyo County are as follows:

- The Department of Environmental Health will need to establish a process to oversee the manufacturing of and place of sale of marijuana edibles. Adding derivatives of marijuana to foods would be considered an “adulteration” of the food and would be prohibited. Changes to the Food Code may be coming. It appears the State Department of Public Health may be the primary regulator agency for edibles, but the county will be able to do inspections, which will necessitate a permitting and invoicing process. Environmental Health may also be involved in the cultivation area if pesticides/herbicide usage would make the cultivator a hazmat user/generator/transporter/disposer, which would trigger addition to the Certified Unified Program Agency (CUPA) inventories.
- The Agriculture and Weights & Measures Office has provided a summary of the potential impacts various types of cannabis production, processing, transportation, and sales may have on the Agriculture and Weights & Measures Office. Both medical and recreational use is considered in the table. Impacts to workload and also budget are estimated based on what is known today, but the board should view it cautiously knowing that much is still unknown or evolving on the state agency level. (See Attachment 2)
- The State Water Resources Control Board (SWRCB), in consultation with California Department of Fish and Wildlife, will adopt principles and guidelines for diversion and use of water for cannabis cultivation where diversion may affect instream flows. The principles and guidelines may also apply to groundwater use at the discretion of the SWRCB. It is not clear when the SWRCB will develop and apply principles and guidelines, or what role the County would play in relation to them.
- The security of grow facilities with development standards requiring lighting, fencing, monitoring, and guarding are important safety factors identified by the Sheriff’s Department.
- The Public Works Department’s interest is ensuring that any building improvements go through the proper permitting process with Building and Safety. It is recommended that if permitting processes are included in the regulations that part of the process includes a sign off from Building and Safety that improvements have been completed to code and/or a certificate of occupancy has been issued or that a building permit is not required.

Development of local permitting processes and regulations will be a complex task, involving multiple County departments, the public, outside agencies, and other stakeholders. If the Board decides to proceed, it is recommended that the County procure consulting services from a technical expert, and initiate an outreach effort to seek input from the affected communities regarding specific issues and

different conceptual approaches before developing draft regulations for further consideration. Some land use alternatives are described below, and could be developed further with input from your Board, consultants, and the community

Given that the State permitting process may be instituted in the foreseeable future, it appears prudent to proceed as expeditiously as possible. With staff's limited resources and even more limited expertise, it is advisable to procure outside expertise to assist the County in these endeavors. Staff has been in contact with consultants with the necessary expertise to assist the County in moving forward, should that be your Board's direction and, if so directed, will bring forth a professional services contract for consideration in the coming weeks.

**ALTERNATIVES:**

1. The Board may direct staff to cease research and drafting of cannabis ordinances and continue to interpret the Zoning Code as prohibiting marijuana-related land uses; this may not be defensible under Proposition 64.
2. The County may enact a moratorium on marijuana-related land uses as permitted by Proposition 64 while it studies these issues. The County could also expressly ban such land uses indefinitely (until such a time as the County chooses to permit them in some fashion); however, relative to the moratorium, this process would take additional time and review from the Planning Commission.
3. The County may progress to amend the zoning code to allow commercial cannabis related activities as a "Use" within desired zones such as Commercial and/or Industrial and/or Open Space and/or Agriculture and/or Residential.
4. The Board may direct staff to investigate creating a Conditional/Special Use Permit to permit cannabis related land use activity on case-by-case instances. The Use Permit may include required findings to impose restrictions. In applying for the Permit, the County may require the production of plans to identify operational standards and/or site standards and/or design requirements and/or security plans and/or environmental plans.
5. The Board may direct staff to investigate creating an Overlay Zone to conditionally permit marijuana elements in specific areas. With this option the County may identify desirable areas for the cultivation/dispensing/manufacturing of marijuana regardless of zone classification. A Conditional Use Permit may still be required along with design standards in order to create greater oversight.

Should your Board express a preference for pursuing alternatives 3, 4 and/of 5, staff recommends that these, and related specifics, be the subject of community workshops prior to focused work on any particular alternative.

**OTHER AGENCY INVOLVEMENT:** Administrator; Agriculture/Weights and Measures; Assessor; Auditor; Building and Safety; County Counsel; Environmental Health; Health and Human Services; Sheriff Department; Treasure/Tax Collector; Water Department

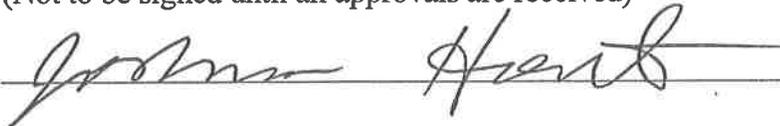
**FINANCING:** General fund resources are being utilized.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: 11/30/16

# Attachment 1



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

## MEMORANDUM<sup>1</sup>

To: League of California Cities' City Managers Department  
League of California Cities' City Attorneys Department  
From: League Staff  
Date: September 26, 2016  
Re: The Control, Regulate and Tax Adult Use of Marijuana Act

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On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA" or "Act") will come before California voters as Proposition 64. If passed, the AUMA will legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants. In addition, the AUMA will create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products. The regulatory system governing these commercial marijuana activities largely mirrors the Medical Marijuana Regulation and Safety Act ("MMRSA"), but there are key differences. This memorandum will provide an overview of the AUMA, highlight the ways in which the AUMA differs from the MMRSA, and identify the issues that cities will need to take action on if the AUMA passes.

### I. Overview of the AUMA

#### **A. Personal Nonmedical Marijuana Use**

The AUMA makes it legal for persons 21 years of age or older to: (1) smoke or ingest marijuana or marijuana products; (2) possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older, without any compensation, 28.5 grams of marijuana, or 8 grams of concentrated marijuana, including as contained in marijuana products; and (3) possess, plant, cultivate, harvest, dry or process up to six living marijuana plants for personal use.<sup>2</sup> The AUMA requires that marijuana in excess of 28.5 grams that is produced by plants kept pursuant to the personal cultivation provision of the Act be kept in a locked space on the grounds of a private residence that is not visible from a public place.<sup>3</sup>

Although persons 21 years of age or older may use and possess nonmedical marijuana under the Act, their ability to engage in these activities is not unfettered. The AUMA prohibits the smoking

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<sup>1</sup> **DISCLAIMER:** These materials are not offered as or intended to be legal advice. Readers should seek the advice of an attorney when confronted with legal issues. Attorneys should perform an independent evaluation of the issues raised in these materials.

<sup>2</sup> Health & Saf. Code § 11362.2(a).

<sup>3</sup> Health & Saf. Code § 11362.2(a)(2).

# Attachment 1

of marijuana: (1) in any public place, except where a local jurisdiction has authorized use on the premises of a retailer or microbusiness in accordance with Business and Professions Code section 26200; (2) where smoking tobacco is prohibited; (3) within 1,000 feet of a school, day care center, or youth center while children are present; and (3) while driving, or riding in the passenger seat of, any vehicle used for transportation.<sup>4</sup> Moreover, individuals cannot possess marijuana on school grounds, in day care centers, or in youth centers while children are present, or possess an open container of marijuana or marijuana products while driving, operating, or riding in any vehicle used for transportation.<sup>5</sup> The AUMA further provides that cities may prohibit possession and smoking in buildings owned, leased, or occupied by the city, and that employers, including cities, may maintain a drug and alcohol free workplace by prohibiting the use, consumption, possession, transfer, transportation, sale, display or growth of marijuana in the workplace.<sup>6</sup>

## 1. Personal Cultivation

The AUMA provides that local governments can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence.<sup>7</sup> The Act defines private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit."<sup>8</sup> This includes cultivation in a greenhouse on the same property as the residence that is not physically part of the home, as long as it is fully enclosed, secure, and not visible from a public space.<sup>9</sup>

The AUMA completely protects the ability of local governments to regulate, and to ban, personal outdoor cultivation operations.<sup>10</sup> However, it purports to repeal any ordinance that bans outdoor cultivation upon the California Attorney General's determination that nonmedical use of marijuana is lawful under federal law.<sup>11</sup>

## B. Commercial Nonmedical Marijuana Activity

Under the AUMA, California will have a comprehensive state regulatory system for nonmedical marijuana that governs the industry from "seed to sale." The Bureau of Marijuana Control, currently the Bureau of Medical Cannabis Regulation, which is within the Department of Consumer Affairs, will have primary responsibility for administering and enforcing the AUMA.<sup>12</sup>

The AUMA divides state licensing and enforcement responsibilities among three agencies: (1) the Department of Consumer Affairs, which will issue licenses for marijuana the transportation,

<sup>4</sup> Health & Saf. Code § 11362.3(7)-(8).

<sup>5</sup> Health & Saf. Code §§ 11362.3(3), 11362.3(4).

<sup>6</sup> Health & Saf. Code § 11362.45 (f)-(g).

<sup>7</sup> Health & Saf. Code §§ 11362.1(a)(3), 11362.2.

<sup>8</sup> Health & Saf. Code § 11362.2(5).

<sup>9</sup> Health & Saf. Code § 11362.2(a)(2).

<sup>10</sup> Health & Saf. Code § 11362.2(b)(3).

<sup>11</sup> Health & Saf. Code § 11362.2(b)(4).

<sup>12</sup> Bus. & Prof. Code § 26010.

# Attachment 1

storage, distribution, and sale of marijuana;<sup>13</sup> (2) the Department of Food and Agriculture will issue marijuana cultivation licenses, which will administer the provisions of the AUMA related to the cultivation of marijuana;<sup>14</sup> and (3) the Department of Public Health, which will issue licenses for marijuana manufacturers and testing laboratories.<sup>15</sup> Each of these state licensing authorities is responsible for creating regulations governing their respective areas of responsibility, and must begin issuing licenses by January 1, 2018.<sup>16</sup>

A state marijuana license will be valid for one year.<sup>17</sup> A separate state license is required for each commercial marijuana business location.<sup>18</sup> With the exception of testing facilities, any person or entity licensed under the AUMA may apply for and be issued more than one type of state license.<sup>19</sup>

## 1. Local Control

All nonmedical marijuana businesses must have a state license.<sup>20</sup> A state license cannot issue to an applicant whose operations would violate the provisions of any local ordinance or regulation.<sup>21</sup> However a state applicant need not provide documentation that the applicant has a local license or permit.

The AUMA does not limit the authority of a local jurisdiction to adopt and enforce local ordinances regulating or completely prohibiting state-licensed marijuana businesses.<sup>22</sup> Local jurisdictions may establish “standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections that exceed state standards.”<sup>23</sup>

## 2. Local Enforcement

Like the MMRSA, the AUMA establishes a dual enforcement scheme for commercial marijuana activities that violate either state or local laws. The state licensing authorities will enforce state statutes and regulations. State authorities can suspend or revoke state licenses,<sup>24</sup> pursue civil penalties against violating businesses in an amount equal to three times the applicable licensing fee per violation,<sup>25</sup> or may prosecute violators criminally.<sup>26</sup> Local authorities will be responsible

<sup>13</sup> Bus. & Prof. Code § 26012(a)(1).

<sup>14</sup> Bus. & Prof. Code § 26012(a)(2).

<sup>15</sup> Bus. & Prof. Code § 26012(3).

<sup>16</sup> Bus. & Prof. Code §§ 26012(c), 26013 (a).

<sup>17</sup> Bus. & Prof. Code § 26050(c).

<sup>18</sup> Bus. & Prof. Code § 26055(c).

<sup>19</sup> Bus. & Prof. Code § 26053.

<sup>20</sup> Bus. & Prof. Code § 26038.)

<sup>21</sup> Bus. & Prof. Code § 26055(e).

<sup>22</sup> Bus. & Prof. Code § 26200(a). But see, Bus. & Prof. Code §§ 19340(f), 26080(b), 26090(c) [prohibiting cities from preventing the use of public roads to lawfully transport or deliver nonmedical marijuana].

<sup>23</sup> Bus. & Prof. Code § 26201.

<sup>24</sup> Bus. & Prof. Code § 2603.

<sup>25</sup> Bus. & Prof. Code § 26038(a)

<sup>26</sup> Bus. & Prof. Code § 26038(c).

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for enforcing local ordinances and regulations.<sup>27</sup> For state-licensed facilities operating within a city, a city may have authority to enforce state law and regulations “if delegated the power to do so by the [B]ureau [of Marijuana Control] or a licensing authority.”<sup>28</sup>

## II. Key Differences Between the AUMA and MMRSA

### A. Licensing

The MMRSA established dual licensing of medical marijuana businesses, requiring both local approval and a state license in order for a business to operate legally.<sup>29</sup> Specifically, the MMRSA requires applicants to provide the relevant state licensing entity with documentation proving their compliance with local ordinances and regulations.<sup>30</sup>

The AUMA does not require an applicant to provide evidence of local permission prior to being issued a state license.<sup>31</sup> Instead, the AUMA prohibits state licensing entities from approving licenses for activities that would violate local ordinances.<sup>32</sup> Thus, state licensing officials bear the onus of evaluating local regulatory compliance.

Under this system, the AUMA allows a nonmedical marijuana business licensed by the state to operate within city limits unless the city’s municipal code prohibits the use. Cities that wish to regulate or prohibit nonmedical marijuana businesses will need to do so before the State begins issuing licenses, either by enacting a nonmedical marijuana ordinance/regulation or by amending an existing medical marijuana ordinance/regulation to include nonmedical marijuana within its scope.

### B. License Revocation

Under the MMRSA, revocation of a local license or permit unilaterally terminates the ability of the medical marijuana business to operate in the jurisdiction issuing the permit, until such time as the local permitting entity reinstates it.<sup>33</sup>

Under the AUMA, if a local jurisdiction revokes a local license, permit, or authorization for a licensee to engage in commercial marijuana activity within the local jurisdiction, the Bureau of Marijuana Control must initiate proceedings to determine whether the state license issued should be suspended or revoked within ten days of being notified by the local jurisdiction of the local revocation.<sup>34</sup> Note, however, that, even if the state license is not suspended or revoked immediately, the business cannot operate within the local jurisdiction once local revocation occurs.

<sup>27</sup> Bus. & Prof. Code § 26200 (b).

<sup>28</sup> Bus. & Prof. Code § 23202(a).

<sup>29</sup> Bus. & Prof. Code § 19320(b).

<sup>30</sup> Bus. & Prof. Code § 19322(a).

<sup>31</sup> Bus. & Prof. Code § 26056.

<sup>32</sup> Bus. & Prof. Code § 26055(e).

<sup>33</sup> Bus. & Prof. Code § 19320(d).

<sup>34</sup> Bus. & Prof. Code § 26200(c).

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## C. Personal, Indoor Cultivation

Under the MMRSA, local governments possess the power to regulate and completely ban personal, indoor cultivation.<sup>35</sup> Under the AUMA local governments can “reasonably regulate” indoor cultivation of up to six marijuana plants for personal use, but cannot ban it.<sup>36</sup>

## D. Personal Outdoor Cultivation

Under the MMRSA local governments can prohibit all outdoor cultivation. Under the AUMA local governments can prohibit all outdoor cultivation, until such time as the Attorney General determines that the use of nonmedical marijuana is lawful in the State of California under federal law.<sup>37</sup> Upon such determination, the AUMA purports to repeal all local bans on outdoor cultivation.<sup>38</sup>

## E. Amendment

Any portion of the MMRSA can be amended at any time, if there is sufficient political support within the Legislature for making substantive changes to the regulatory structure. Under some circumstances, an amendment to the MMRSA by the Legislature might arguably violate The Compassionate Use Act of 1996 (adopted by the voters as Proposition 215), which decriminalized the personal use of medical marijuana.<sup>39</sup>

Under the AUMA, the Legislature may amend Sections 5 (relating to the use of medical marijuana for medical purposes) and 6 (relating to state licensing) and the provisions relating to penalties by majority vote. The Legislature may amend any other provision of the Act by a 2/3 vote. Any amendment must further the purposes and intent of the AUMA. The purpose and intent of the Act include allowing local governments to ban nonmedical marijuana businesses.

## F. Taxation

The AUMA imposes new state taxes on medical and nonmedical marijuana in the following manner:

- Effective January 1, 2018, the AUMA imposes an excise tax at the rate of 15% of gross retail sales receipts.<sup>40</sup>
  - This tax will be in addition to existing state and local sales tax.<sup>41</sup> Given that state and local sales taxes can range from 7-10%, the combined excise tax + sales tax at the retail level could approach 25%;

<sup>35</sup> Health & Saf. Code § 11362.777(g); *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, 984; *Kirby v. County of Fresno* (2015) 242 Cal.App.4th 940, 969-970.

<sup>36</sup> Bus. & Prof. Code § 11362.2(b)(1).

<sup>37</sup> Bus. & Prof. Code § 11362.2(b)(4).

<sup>38</sup> Bus. & Prof. Code § 11362.2(b)(4).

<sup>39</sup> Health & Saf. Code § 11362.5.

<sup>40</sup> Rev. & Tax Code § 34011(a).

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- Effective January 1, 2018, the AUMA imposes a separate cultivation tax on all harvested marijuana as follows:<sup>42</sup>
  - \$9.25 per dry-weight ounce on all marijuana flowers;
  - \$2.75 per dry-weight ounce on all marijuana leaves;
- The AUMA prohibits imposition of state and local sales taxes on medical marijuana.<sup>43</sup>
- The AUMA exempts marijuana cultivated for personal use from taxation.<sup>44</sup>

The AUMA does not pre-empt local taxation.<sup>45</sup> However, the AUMA's estimated cumulative tax rate of nearly 35% on the purchase of nonmedical marijuana has potentially troubling implications for local governments. A high state tax rate by itself may depress sales and stimulate the black market. Any local taxation of marijuana should be governed by an awareness that a high retail sales tax rate, imposed on an industry that, until recently, has not been regulated at all, might stimulate black market activity and compromise the anticipated yield of revenue. In order to avoid such a result, cities might consider imposing an excise tax on discrete commercial nonmedical marijuana activities rather than on retail sales. New taxes on marijuana require compliance with Proposition 218.

## 1. Allocation of State Tax Revenues

After repaying certain state agencies for marijuana regulatory costs not covered by license fees, and making certain grants to universities for research and development and the Governor's Office of Business and Economic Development, the AUMA distributes the remaining tax revenue as follows:

- 60% for youth programs, substance abuse education, prevention and treatment;
- 20% for environmental cleanup and remediation; and
- 20% for state and local programs that reduce DUI and grant programs designed to reduce negative health impacts resulting from marijuana legalization

## G. Deliveries

Under the MMRSA, medical marijuana deliveries can only be made from a state-licensed dispensary in a city, county, or city and county that does not explicitly prohibit it by local ordinance.<sup>46</sup> A delivery person must carry a copy of the dispensary's state-issued license, a government ID, and a copy of the delivery request.<sup>47</sup> The patient or caregiver requesting the delivery must also maintain a copy of the delivery request.<sup>48</sup> Dispensaries and delivery people who comply with MMRSA are immune from prosecution for marijuana transportation.<sup>49</sup>

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<sup>41</sup> Rev. & Tax Code § 34011(d).

<sup>42</sup> Rev. & Tax Code § 34012.

<sup>43</sup> Rev. & Tax Code § 34011(g).

<sup>44</sup> Rev. & Tax Code § 34012(j).

<sup>45</sup> Rev. & Tax Code § 34021.

<sup>46</sup> Bus. & Prof. Code § 19340(a).

<sup>47</sup> Bus. & Prof. Code §§ 19340(b)(2), 19340(d).

<sup>48</sup> Bus. & Prof. Code § 19340(e).

<sup>49</sup> Bus. & Prof. Code § 19317(f).

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Under the AUMA, deliveries can be made by a state-licensed retailer, microbusiness, or nonprofit unless they are prohibited by local ordinance.<sup>50</sup> Although the AUMA does require a customer requesting delivery to maintain a copy of the delivery request, there is no express requirement that delivery people carry or maintain any records.<sup>51</sup> Moreover, unlike the MMRSA, the AUMA does not require that deliveries come *from* a dispensary. Instead, it states that “Deliveries, as defined in this division, may only be made *by* a licensed retailer or microbusiness, or a licensed nonprofit under Section 26070.5.”<sup>52</sup> Thus, there is at least some question regarding whether deliveries may be made from non-retail locations by retail employees.

Under both the MMRSA and the AUMA, local jurisdictions can ban or regulate deliveries within their borders.<sup>53</sup> However, local jurisdictions cannot prevent a delivery service from using public roads to simply pass through its jurisdiction from a licensed dispensary to a delivery location outside of its boundaries.<sup>54</sup>

### III. Local Regulatory Options<sup>55</sup>

The AUMA preserves the authority of a city to adopt business regulations and land use regulations for nonmedical marijuana activities.<sup>56</sup>

#### A. Personal Marijuana Cultivation

Under the AUMA local governments can regulate or ban all personal, outdoor cultivation, until such time as the Attorney General determines that the use of nonmedical marijuana is lawful in the State of California under federal law. In addition, local governments can “reasonably regulate” personal, indoor cultivation. Nothing in the AUMA requires a city to enact an ordinance or regulation by a certain date. However, assuming that the AUMA passes, if a city does not have a ban or regulatory scheme governing personal, outdoor cultivation or a regulatory scheme governing personal, indoor cultivation in place before November 9, 2016, a person may legally engage in personal cultivation of up to six marijuana plants at his or her private residence.

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<sup>50</sup> Bus. & Prof. Code §26090(a).

<sup>51</sup> Bus. & Prof. Code §26090(b).

<sup>52</sup> Bus. & Prof. Code § 26090(a).

<sup>53</sup> Bus. & Prof. Code §§ 19340(a), 19316(a), 26200.

<sup>54</sup> Bus. & Prof. Code §§ 19340(f), 26080(b), 26090(c).

<sup>55</sup> For a thorough discussion of the various marijuana regulatory options that a city may consider, see McEwen, *Medical Marijuana-Revisited After New State Laws* (Spring 2016) <<http://www.cacities.org/Resources-Documents/Member-Engagement/Professional-Departments/City-Attorneys/Library/2016/Spring-2016/5-2016-Spring-Medical-Marijuana-%E2%80%93Revisited-After>>. In addition, sample ordinances may be found on the League’s website, at: <http://www.cacities.org/Policy-Advocacy/Hot-Issues/Medical-Marijuana>. **But note:** the regulatory schemes discussed in the McEwen paper and posted on the League’s website pertain to medical marijuana businesses under the MMRSA and may need to be modified to comply with the requirements of the AUMA.

<sup>56</sup> Health & Saf. Code § 11362.2; Bus. & Prof. Code §§ 26201, 26200(a).

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## B. Nonmedical Marijuana Businesses

The AUMA recognizes a range of businesses, including dispensaries, cultivators, manufacturers, distributors, transporters, and testing laboratories. Cities may expressly ban, adopt business regulations, or adopt land use regulations pertaining to any or all of these businesses.

Again, the AUMA does not require a city to enact a regulatory scheme or ban by a certain date. However, assuming that the AUMA passes in November, if a city wishes to regulate or ban marijuana businesses before marijuana businesses may legally operate within the city, the regulations or ban will need to take effect before the state begins issuing nonmedical marijuana business licenses. The League anticipates that cities have until January 1, 2018 to enact bans or regulations relating to nonmedical marijuana businesses, because: (1) nonmedical marijuana businesses cannot operate in any city without a state license;<sup>57</sup> (2) the state licensing agencies in charge of implementing the AUMA have stated that they anticipate that they will not begin issuing licenses under the MMRSA until January 2018, and it is unlikely that said agencies will be able to begin issuing licenses under the AUMA before they begin issuing licenses under the MMRSA; and (3) the AUMA does not require state agencies to issue licenses until January 1, 2018.<sup>58</sup> It is not the League's position that state licensing agencies cannot issue licenses before January 1, 2018, just that it is unlikely that they will do so.

## C. Caution Against Use of Permissive Zoning

Under a permissive zoning code, any use not enumerated in the code is presumptively prohibited, unless an authorized city official finds that the proposed use is substantially the same in character and intensity as those land uses listed in the code.<sup>59</sup> Although the MMRSA upheld a city's authority to rely on permissive zoning to prohibit medical marijuana land uses, it is unlikely that cities will succeed in arguing that nonmedical marijuana land uses are prohibited by permissive zoning under the AUMA. This is so because: (1) the statutory language in the AUMA regarding local control seems to anticipate that a city will adopt an ordinance explicitly prohibiting and/or regulating nonmedical marijuana businesses (rather than relying on the silence of its Code to argue for a prohibited use);<sup>60</sup> (2) the AUMA does not contain the same protective language as the

<sup>57</sup> Bus. & Prof. Code § 26038.

<sup>58</sup> Bus. & Prof. Code § 26012 (c).

<sup>59</sup> See *City of Corona v. Naulls* (2008) 166 Cal.App.4th 418, 433-436. See also *County of Los Angeles v. Hill* (2011) 192 Cal.App.4th 861, 871 [holding that "medical marijuana dispensaries and pharmacies are not 'similarly situated' for public health and safety purposes"]; *City of Monterey v. Carrnshimba* (2013) 215 Cal.App.4th 1068, 1091 [holding that a medical marijuana dispensary was not substantially similar to the listed commercial use classifications for personal services, retail sales, pharmacies and medical supplies]; *County of Tulare v. Nunes* (2013) 215 Cal.App.4th 1188, 1205 [holding that a medical marijuana collective did not qualify as an "agricultural" land use because "marijuana is a controlled substance and is not treated as a mere crop or horticultural product under the law"].

<sup>60</sup> Bus. & Prof. Code § 26200 ["Nothing in this division shall be interpreted to supersede or limit the authority of a local jurisdiction to *adopt* and *enforce* local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to second hand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction."] (emphasis added).

# Attachment 1

MMRSA with respect to permissive zoning;<sup>61</sup> and (3) the AUMA explicitly designates nonmedical marijuana as an agricultural product—thus if a city’s permissive zoning code authorizes agricultural uses, the city may be precluded from arguing that marijuana is prohibited.<sup>62</sup> Therefore, cities that wish to ban all or some nonmedical marijuana activities should adopt express prohibitions, even if they operate under a permissive zoning code.

## IV. What actions need to be taken?

At this time city officials should: (1) review the city’s municipal code; (2) consider whether they wish to regulate the personal cultivation of nonmedical marijuana indoors; (3) consider whether they wish to regulate or ban the personal cultivation of nonmedical marijuana outdoors; (4) consider whether they wish to enact business regulations of nonmedical marijuana businesses; (5) consider whether they wish to enact land use regulations of nonmedical marijuana businesses; and (6) consider whether they wish to enact local taxes on marijuana.

Cities should prioritize considering or enacting ordinances regulating personal nonmedical marijuana cultivation, because it will be legal under state law on November 9, 2016 if the AUMA passes, whereas nonmedical marijuana businesses will not be able to operate lawfully until the state licensing system becomes operational (likely in late 2017). **Although cultivation for personal use will be legal as of November 9, 2016 if the AUMA is approved by voters, local governments will not lose any regulatory authority if they do not have an ordinance in place addressing personal cultivation before the election. Locals will retain the ability to regulate personal cultivation and to enact related ordinances at any time after the election. The only change the AUMA will make in this area is to prohibit local bans of indoor cultivation for personal use. No ordinance enacted prior to the election can prevent this change in the law.**

New taxes on marijuana require compliance with Proposition 218.

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<sup>61</sup> Compare Health & Saf. Code § 11362.777(b)(3) [a “person or entity shall not submit an application for a state license . . . 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”] with Bus. & Prof Code § 26205(e) [“Licensing authorities shall not approve an application for a state license under this division if approval of the state license will violate the provisions of any local ordinance or regulation adopted in accordance with Section 26200.”].

<sup>62</sup> Bus. & Prof. Code § 26067(a).



## Attachment 2 Counties of Inyo & Mono

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TO: Inyo County Board of Supervisors  
FROM: Nathan Reade, Agricultural Commissioner  
CC: Kevin Carunchio, Inyo County Administrator  
Josh Hart, Inyo County Planning Director  
DATE: November 28, 2016  
SUBJECT: Marijuana/Cannabis Industry Impacts

Attached is an updated matrix similar to an earlier document sent from my office that outlined potential impacts to the Agriculture and Weights & Measures Department arising from Marijuana cultivation and sale within Inyo County. The most significant changes to the previous version of the matrix reflect the recent revelation by the California Department of Food and Agriculture (CDFA) that county activities related to medical cannabis and recreational marijuana **WILL NOT** be reimbursable via gas tax.

Portions of the department's gas tax revenue come from the California Department of Pesticide Regulation (DPR). These monies are meant to offset costs to the county for pesticide enforcement activities. DPR has not yet responded to requests to clarify if these types of activities will be reimbursable via gas tax if they involve marijuana cultivation.

It appears at this time that industrial hemp production **WILL** be treated as a crop and subject to reimbursement via gas tax. The agriculture department would be required to issue licenses on behalf of CDFA for industrial hemp production. We would be required to forward these funds to CDFA, and may be able to keep a portion of these funds to cover local costs. It is unclear if we would need to pass an ordinance to collect these fees, but it is unlikely as this license fee will be modeled after fees already collected for the Department of Measurement Standards through the agriculture office which do not require a local ordinance for retention of the local portion of the fee.

## Attachment 2

The following table estimates potential impacts to the Inyo/Mono Counties Agricultural Commissioner's Office resulting from cannabis growing, processing, packaging, transportation and sales based on information as of November 28, 2016:

MEDICAL or RECREATIONAL Marijuana	Programmatic Responsibilities of the Agricultural Commissioner's Office	Impacts to Workload	Impacts to Budget
<b>Cultivation</b>	<p><b><u>Pesticide Permitting:</u></b>                      The Agriculture Department has been required by the California Department of Pesticide Regulation (DPR) since September of 2015 to issue Operator ID numbers to cannabis cultivators if the grower requests, pursuant to Enforcement Letter ENF 15-15. If restricted materials pesticides are later allowed on cannabis, these permits would be issued by the Agriculture Department.</p>	<p>This has not yet resulted in any increase in workload but has potential to do so if cultivation licenses become available in Inyo County. Generally, more staff hours will be required if more permits are issued. Each grower would require one permit.</p>	<p>Operator ID Number and Restricted Materials Permit issuance may increase (both have no allowable fee).</p>
	<p><b><u>Pesticide Enforcement:</u></b>                      If pesticide use becomes legal on cannabis, staff will be required to conduct inspections of pesticide storage, mixing, use, and records associated with these activities. The Agriculture Department would also be required to ensure pesticide safety training is being conducted by the employer and that Worker Protection Standards are being followed.</p>	<p>Impacts on the department will depend on the siting, scale, number of cultivation sites, as well as the number of pesticide permits. Enforcement can be complaint driven, so proximity to populated areas, schools, or organic agriculture producers, etc. should be considered.</p>	<p>Pesticide enforcement is time consuming even when no issues are found. This could require additional personnel. We cannot charge a fee for enforcement activities.</p>

## Attachment 2

MEDICAL or RECREATIONAL Marijuana	Programmatic Responsibilities of the Agricultural Commissioner's Office	Impacts to Workload	Impacts to Budget
<b>Cultivation</b>	<p><b><u>Pesticide Investigation:</u></b> If an employee of a cultivator or a member of the public becomes sick or dies, or if environmental damage occurs and pesticide use is suspected as the cause, the Agriculture Department would be required to investigate and, if warranted, cite the responsible party.</p>	<p>Impacts on the department will depend on several factors including number of employees, type of pesticides used, proximity to sensitive sites such as populated areas and proximity to sensitive environmental areas.</p>	<p>DPR has not clarified if these activities will be reimbursable through gas tax. Fines could also be imposed if violations warrant pursuant to California Food and Agriculture Code, California Code of Regulations, and California Labor Code.</p>
	<p><b><u>Nursery Compliance:</u></b> As with any plant nursery, the Agriculture Department would be required to inspect any cultivation sites that are used as nurseries to ensure cleanliness standards. Any plants being transported into Inyo County from an outside nursery would have to be inspected at the time of arrival for these same cleanliness standards.</p>	<p>Impacts on the department will depend on the scale and number of cultivation sites as well as the size and frequency of any incoming shipments.</p>	<p>CDFA <b>will not</b> reimburse counties for work that involves medical cannabis or recreational marijuana. We cannot charge a fee for inspection services.</p>
	<p><b><u>Seed Inspection:</u></b> Any cannabis seed produced in Inyo County would have to be inspected for cleanliness. Any seed brought into Inyo County for planting would likewise have to be inspected for cleanliness.</p>	<p>Impacts on the department will depend on the cultivation scale and number of seeds produced or imported into the county.</p>	<p>CDFA <b>will not</b> reimburse counties for work that involves medical cannabis or recreational marijuana. We cannot charge a fee for inspection services.</p>
	<p><b><u>Track and Trace:</u></b> CDFA is required to produce and monitor a system to track each plant produced in California from seed to sale. This system is still being developed. CDFA staff has implied that many of the responsibilities for this system will need to be carried out at the local level.</p>	<p>Impacts on the department will depend on the number of plants produced, transported through, imported into, processed or sold in the county.</p>	<p>Unknown, but CDFA may opt to contract with the counties for this work.</p>

## Attachment 2

MEDICAL or RECREATIONAL Marijuana	Programmatic Responsibilities of the Agricultural Commissioner's Office	Impacts to Workload	Impacts to Budget
<b>Warehouse/Processing</b>	<p><u>Weights &amp; Measures:</u></p> <p>Any prepackaged commodity produced in Inyo County would be required to follow Fair Packaging and Labeling Act requirements. The Agriculture Department enforces these requirements.</p>	<p>Impacts to the department would depend on the number of processing facilities located in the county. Labeling compliance is usually easy to attain once a processor is made aware of deficiencies.</p>	<p>California Department of Measurement Standards (DMS) no longer provides contracts for quantity control enforcement. Resources for these activities would come from general fund and fines where appropriate.</p>
	<p><u>Track and Trace:</u></p> <p>CDFA is required to produce and monitor a system to track each plant produced in California from seed to sale. This system is still being developed. CDFA staff has implied that many of the responsibilities for this system will need to be carried out at the local level.</p>	<p>Impacts on the department will depend on the number of plants produced, transported through, imported into, processed or sold in the county.</p>	<p>Unknown, but CDFA may opt to contract with the counties for this work.</p>
<b>Delivery Service</b>	<p><u>Weights &amp; Measures:</u></p> <p>Any transaction of a product sold by weight or measure in the county is regulated by the Agriculture Department. Any prepackaged commodity sold in Inyo County would be required to follow Fair Packaging and Labeling Act requirements. The Agriculture Department enforces these requirements.</p>	<p>Impacts to the department would depend on the number of sales facilities located in the county and the number of weighing or measuring devices contained in each.</p>	<p>Partial reimbursement of device registration and testing would be recovered through device registration fees, with the remainder coming from general fund. California Department of Measurement Standards (DMS) no longer provides contracts for quantity control enforcement. Resources for these activities would come from general fund and fines where appropriate.</p>
	<p><u>Track and Trace:</u></p> <p>CDFA is required to produce and monitor a system to track each plant produced in California from seed to sale. This system is still being developed.</p>	<p>Impacts on the department will depend on the number of plants produced, transported through, imported into, processed or sold in the county.</p>	<p>Unknown, but CDFA may opt to contract with the counties for this work.</p>

## Attachment 2

MEDICAL or RECREATIONAL Marijuana	Programmatic Responsibilities of the Agricultural Commissioner's Office	Impacts to Workload	Impacts to Budget
<b>Sales</b>	<p><b><u>Pesticide Investigation:</u></b> If an employee of a dispensary or a member of the public becomes sick or dies and pesticide use is suspected as the cause, the Agriculture Department would be required to investigate and, if warranted, cite the responsible party.</p>	<p>Impacts on the department will depend on several factors including number of employees, type of pesticides suspected, how many persons may have been exposed.</p>	<p>DPR has not clarified if these activities will be reimbursable through gas tax. Fines could also be imposed if violations warrant pursuant to California Food and Agriculture Code, California Code of Regulations, and California Labor Code.</p>
	<p><b><u>Weights &amp; Measures:</u></b> Any transaction of a product sold by weight or measure in the county is regulated by the Agriculture Department. Any prepackaged commodity sold in Inyo County would be required to follow Fair Packaging and Labeling Act requirements. The Agriculture Department enforces these requirements.</p>	<p>Impacts to the department would depend on the number of sales facilities located in the county and the number of weighing or measuring devices contained in each.</p>	<p>Partial reimbursement of device registration and testing would be recovered through device registration fees, with the remainder coming from general fund. California Department of Measurement Standards (DMS) no longer provides contracts for quantity control enforcement. Resources for these activities would come from general fund and fines where appropriate.</p>
	<p><b><u>Track and Trace:</u></b> CDFA is required to produce and monitor a system to track each plant produced in California from seed to sale. This system is still being developed. CDFA staff has implied that many of the responsibilities for this system will need to be carried out at the local level.</p>	<p>Impacts on the department will depend on the number of plants produced, transported through, imported into, processed or sold in the county.</p>	<p>Unknown, but CDFA may opt to contract with the counties for this work.</p>



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

43

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

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** December 6, 2016

**SUBJECT:** Inyo National Forest Oak Creek Post-Flood Stream Restoration Project

**DEPARTMENTAL RECOMMENDATION:** Review the Scoping Notice for the Inyo National Forest's Oak Creek Post-Flood Stream Restoration Project, and potentially direct staff to prepare correspondence in regards thereto and authorize the Chair to sign.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) has issued a Scoping Notice for the Oak Creek Post-Flood Stream Restoration Project (see attached). The Project consists of widening the floodplain, promoting riparian vegetation, and improving water quality. Staff has reviewed the Notice and has not identified any issues warranting a response.

**OTHER AGENCY INVOLVEMENT:** INF; other responsible and trustee agencies.

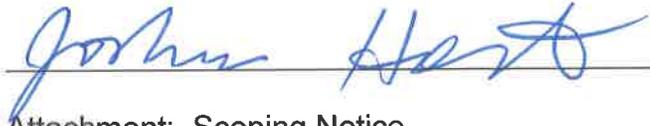
**ALTERNATIVES:** The Board could identify issues regarding the Project and direct staff to prepare correspondence incorporating those issues for the Chair's signature. Alternatively, the Board could provide input and direct staff to prepare draft correspondence for its consideration on December 13, 2016. Comments are due December 20.

**FINANCING:** General funds have been utilized to analyze this project. No long-term financial effects are anticipated.

**APPROVALS**

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

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

A handwritten signature in blue ink, appearing to read "Joshua Hertz", is written over a horizontal line.

Date: 11/29/16

Attachment: Scoping Notice

**File Code:** 1950/2500

**Date:** November 18, 2016

**Subject:** Oak Creek Stream Restoration Project

Dear Forest Stakeholder,

The White Mountain Ranger District of the Inyo National Forest is initiating the environmental analysis process for the proposed Oak Creek Post-Flood Stream Restoration project. The project area is located west of Independence, California, in the foothills of the Sierra Nevada Mountains in Inyo County (see attached map 1).

The North and South Forks of Oak Creek are in the 8<sup>th</sup> year of post fire-flood recovery. Though there has been some vegetative recovery directly adjacent to the creek, some intervention is necessary to accelerate stream stabilization and improve water quality for downstream users. The project objectives are to widen the floodplain where feasible, promote the recovery of riparian vegetation, including the locally rare Black Oak tree component, and also improve water quality.

The proposed project would:

- Remove noxious weeds (primarily Russian thistle), and plant native vegetation as needed, along about 1.5 miles each on both the north and south forks of Oak Creek.
- Reconnect sections of Oak Creek to its floodplain in areas with potential for a wider, more functional, floodplain at up to six sites (See map 2). At those six sites, the Forest would complete at least one of the following actions, and possibly all three where conditions warrant:
  - Excavate some flood sediments to remove barriers between the current stream and existing side channels that were cut off by the flood
  - Remove some of the existing fan surface to bring it closer to the water table so riparian vegetation will be able to grow in those areas.
  - Create a more gently sloping streambank able to support riparian vegetation and increased bank stability.

Planting and removal of weeds would occur using hand tools. A small excavator and other heavy equipment would be used to remove flood sediments, lower the fan surface, and reshape stream banks.

My preliminary assessment is that this proposal falls within a category of actions listed in the Forest Service NEPA regulations (36 CFR part 220) that are excluded from documentation in an



Environmental Assessment (EA) or Environmental Impact Statement (EIS) and there are no extraordinary circumstances that would preclude use of the category (36 CFR 220.6(e)(19)), "Removing and/or relocating debris and sediment following disturbance events (such as floods, tornadoes, fires or hurricanes) to restore uplands, wetlands, or riparian systems to pre-disturbance conditions, to the extent practicable, such that site conditions will not impede or negatively alter natural processes".

The proposed action, including more detailed project maps, is available in hard copy format, or can be viewed on the Forest website at: <http://www.fs.usda.gov/project/?project=50228>. To obtain a hard copy of the proposed action please contact Todd Ellsworth, 351 Pacu Ln, Suite 200, Bishop, CA, by phone at (760)873-2457, or by email at [tellsworth@fs.fed.us](mailto:tellsworth@fs.fed.us).

### Request for Comments

The proposed action is currently available for a 30-day public scoping period. While you may comment at any time, the comments will be most useful by December 20, 2016. This scoping period is intended to provide those interested in or affected by this proposal an opportunity to make their concerns known prior to a decision being made by the Responsible Official. We would like to invite your comments regarding issues, opportunities, concerns, and suggestions for the proposed project.

Comments can be submitted by mail, email, or can be hand delivered. Mail written comments or hand deliver to Todd Ellsworth, project lead, at 351 Pacu Ln, Suite 200, Bishop, CA 93514. The office business hours for those submitting hand-delivered comments are: 8:00 to 4:30 Monday through Friday, excluding holidays. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to [comments-pacificsouthwest-inyo@fs.fed.us](mailto:comments-pacificsouthwest-inyo@fs.fed.us) with the Subject, "Oak Creek Restoration Project".

Please contact Todd Ellsworth, using the above contact information, with any questions about the project.

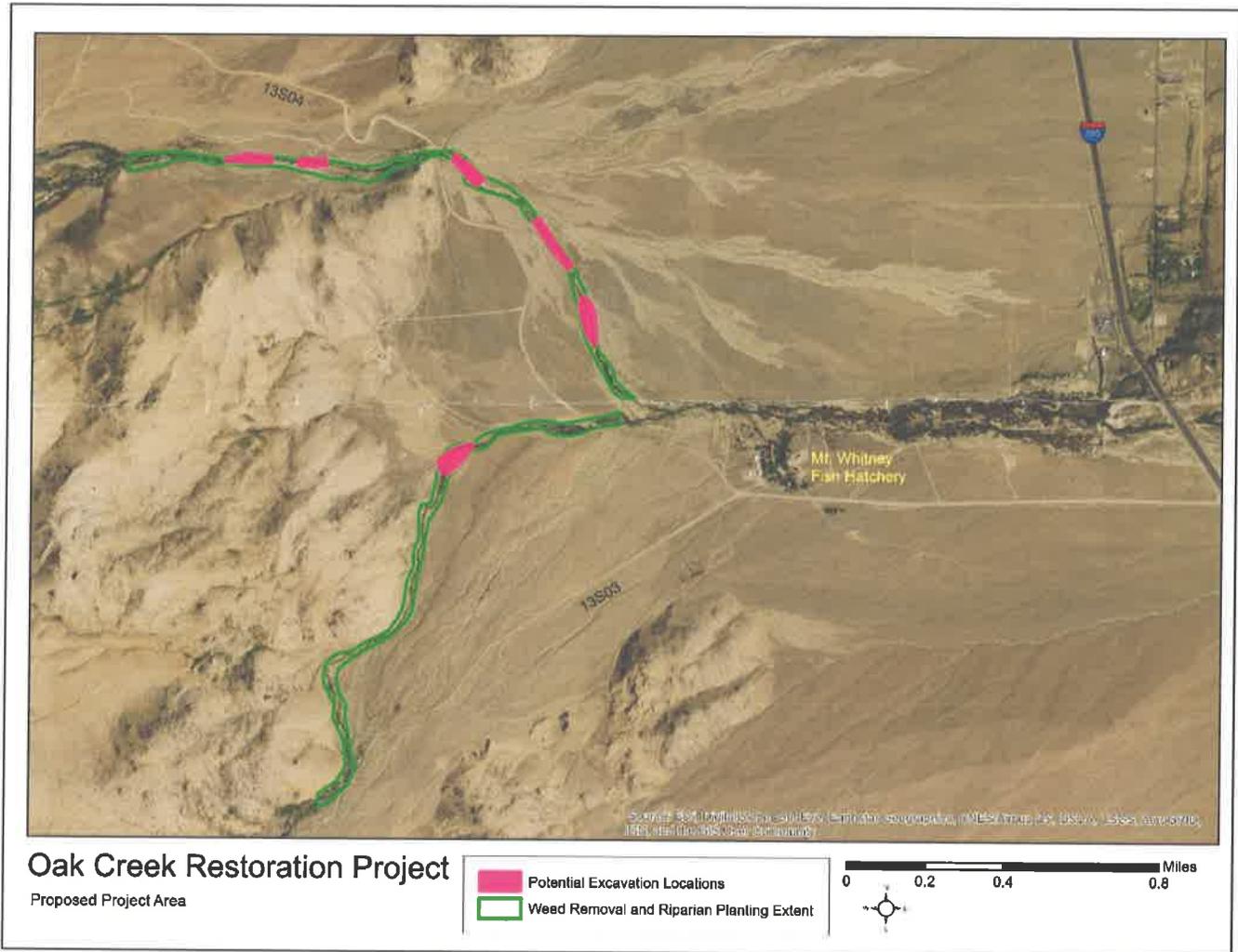
Sincerely,



Paul Fuselier  
District Ranger

Activ.





MAP 2. The maximum potential extent of the Oak Creek Restoration Project.

# 44

**Commissioners**  
**Eric Sklar, President**  
Saint Helena  
**Jacque Hostler-Carnesin, Vice President**  
McKinleyville  
**Anthony C. Williams, Member**  
Huntington Beach  
**Russell Burns, Member**  
Napa  
**Peter Silva, Member**  
Chula Vista

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

**Valerie Termini, Executive Director**  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
www.fgc.ca.gov

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
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November 18, 2016

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending section 265, Title 14, California Code of Regulations, relating to use of dogs in pursuit and take of mammals, which is published in the California Regulatory Notice Register on November 18, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx>.

**Craig Stowers, Environmental Program Manager, Department of Fish and Wildlife, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections: 200, 202, 203, 3960, 3960.2 and 3960.4 of the Fish and Game Code and to implement, interpret or make specific Sections 3960, 3960.2 and 3960.4 of said Code, proposes to amend Section 265, Title 14, California Code of Regulations, relating to Use of Dogs for Pursuit/Take of Mammals or for Dog Training

**Informative Digest/Policy Statement Overview – Inland Fisheries**

In April 2016, the Fish and Game Commission adopted changes to Section 265, Title 14, California Code of Regulations authorizing the use of GPS collars and treeing switches for dogs aiding a hunter. The Public Interest Coalition filed a petition in Superior Court in Sacramento County (Case No. 34-2016-80002350) seeking a Writ of Mandate invalidating the Fish and Game Commission's action. That petition alleges that the Commission failed to comply with the procedural requirements of CEQA. The Commission has determined that further rulemaking may be necessary to resolve that litigation. The rulemaking and the related CEQA analysis will also help to further inform the Commission about the issues related to regulating the use of dogs as an aid in hunting and associated equipment for those dogs. The proposed amended language would be necessary for such purposes.

Amend Section 265, Title 14, CCR, by adding new subsections (d)(1) and (d)(2) to prohibit the use of treeing switches and GPS collar equipment for dogs used in the taking of mammals.

**Benefits of the regulations**

The regulation prohibits the use of treeing switches or GPS equipped collars on dogs used for the pursuit/take of mammals.

**Consistency and Compatibility with State Regulations**

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate hunting in California. Commission staff has searched the California Code of Regulations and has found no other agency with the authority to regulate the use of dogs for hunting mammals. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton Garden Inn San Diego Mission Valley/Stadium, 3805 Murphy Canyon Road, San Diego, California, on Thursday, December 8, 2016 at 8:00 a.m.; or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Santa Rosa, California, on February 8, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard (a specific location will be determined and provided to interested and affected parties). It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on January 19, 2017 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on February 3, 2017. All comments must be received no later than February 8,

2017, at the hearing in Santa Rosa, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

### Availability of Documents

The Initial Statement of Reasons, text of the regulations, as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Jon Snellstrom at the preceding address or phone number. **Craig Stowers, Environmental Program Manager, Department of Fish and Wildlife, phone (916) 445-3553**, has been designated to respond to questions on the substance of the proposed Use of Dogs for Pursuit regulations. Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at <http://www.fgc.ca.gov>.

### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations will affect a limited number of hunters who pursue mammals with dogs. These hunters may still use other, non-GPS radio collar technology to track and retrieve dogs during the hunt.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The proposed action will not have significant impacts on the creation or elimination of jobs within the state, the creation of new businesses or the elimination of existing businesses, or the expansion of businesses in California. Sales of GPS collars are not anticipated to decrease as a result of the proposed regulation because GPS collars can still be used by dog owners in a wide variety of applications other than hunting. The Commission does not anticipate benefits to the health and welfare of California Residents, benefits to worker safety, nor to the State's environment.

(c) Cost Impacts on Representative Private Persons/Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Other Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed under Part 7 (commencing with Section 17500) of Division 4: None.

(h) Effect on Housing Costs: None.

**Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

**Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Valerie Termini  
Executive Director

Dated: November 1, 2016