

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### **September 1, 2020 - 9:30 AM**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.      3. **PLEDGE OF ALLEGIANCE**

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **COVID-19 STAFF UPDATE**

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

8. **County Administrator - Recycling & Waste Management** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Recycling and Waste Management budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) authorize the hiring of one (1) full-time Equipment Operator I, Range 58 (\$3,583 to \$4,359); and D) if an internal candidate is hired as a result of the open recruitment, authorize Recycling & Waste Management to backfill the resulting vacancy.
9. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Services Aide exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where an existing State Merit System eligibility list exists for the position, the vacancy could possibly be filled through this existing list; C) where the recruitment for the position is not successful through the existing list, internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and D) approve the hiring of one (1) Social Services Aide at Range 60 (\$3,758 - \$4,564).
10. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Public Dispatcher I position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Public Dispatcher I at Range 55A-E (\$3,150 - \$3,830).

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

11. **Auditor-Controller** - Request Board approve Resolution No. 2020-39, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, "Establishing Fiscal Year 2020-2021 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

12. **Auditor-Controller** - Request Board approve Resolution No. 2020-40, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2020-2021 Pursuant to Government Code Section 29100," and authorize the Chairperson to sign.
13. **Public Works** - Request Board approve the plans and specifications for the Independence Water Main Installation project and authorize the Public Works Director to advertise for the project.
14. **Public Works** - Request Board authorize the purchase of one (1) Striker 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle and accessory equipment from Oshkosh Airport Products, LLC of Neenah, WI in an amount not to exceed \$828,045.82.

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

15. **Community Organization/Outside Agency** - Request Board receive an update from the California Public Utilities Commission on Southern California Edison's Ivanpah-Control Project.
16. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for September 10, 2020.
17. **Health & Human Services** - Request Board ratify and approve a new contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director through December 31, 2020, in an amount not to exceed \$16,325, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign.

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

18. **10:30 A.M. - PUBLIC WORKS** - Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, of the County of Inyo, State of California, Amending certain sections of Chapter 14.28 of the Inyo County Code Related to Flood Damage Prevention."

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

19. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## County Administrator - Recycling & Waste Management

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Authorize Personnel to fill one vacant Equipment Operator I position

---

**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Recycling and Waste Management budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) authorize the hiring of one (1) full-time Equipment Operator I, Range 58 (\$3,583 to \$4,359); and D) if an internal candidate is hired as a result of the open recruitment, authorize Recycling & Waste Management to backfill the resulting vacancy.

**SUMMARY/JUSTIFICATION:**

The FY 2020-2021 Manpower Report (approved by your Board as part of the FY 2020-2021 County Budget) identifies the landfill Equipment Operator I position (Range 58) as being assigned to the County's Recycling and Waste Management program to provide necessary operations of heavy equipment at the landfill, and to drive trucks on the highway to transport solid waste and recycling/diversion materials. This position is critical to the operation of the County landfills.

The Bishop Sunland Landfill Equipment Operator II position recently became vacant.

Staff recommends filling of the Equipment Operator I position, Range 58 (\$3,583- \$4,359) through an internal recruitment to work at the Bishop Sunland Landfill.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a Equipment Operator I position is vacant the other Equipment Operators must work overtime, or the duties must be performed by an outside source.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for this position is included in the FY 2020-2021 Solid Waste Budget.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 8/21/2020
Darcy Ellis	Approved - 8/24/2020
Sue Dishion	Approved - 8/26/2020
Amy Shepherd	Approved - 8/26/2020
Leslie Chapman	Final Approval - 8/26/2020



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Keri Oney

**SUBJECT:** Request to hire one full time Social Services Aide in the HHS Children's Social Services Program.

---

**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Services Aide exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where an existing State Merit System eligibility list exists for the position, the vacancy could possibly be filled through this existing list; C) where the recruitment for the position is not successful through the existing list, internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and D) approve the hiring of one (1) Social Services Aide at Range 60 (\$3,758 - \$4,564).

**SUMMARY/JUSTIFICATION:**

A Social Services Aide in our Children's Social Services Division recently accepted a promotional position within the Department, resulting in a vacancy. This position performs many vital duties within the Children's Social Services Program, such as transporting children and parents, monitoring visits, taking child abuse reports by telephone and assisting the social workers in data entry work. The use of our Social Services Aide to support our social worker staff is critical to the overall functioning of the Children's Social Services Program, 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 families. This position also provides some entry level case management support to the 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 one Social Services Aide in the Children's Social Services Program through an existing Merit Systems eligibility list and, if the recruitment is not successful through this existing list, authorize the department to fill the position through an open recruitment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the hiring of the Social Services Aide position. This would severely

impact the program's ability to perform the mandated duties, maintain timely data entry and reporting in child welfare and to provide support to the social work staff in Child Welfare.

**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 budgeted 100% in the Social Services (055800) in the Salary and Benefits object categories.

**ATTACHMENTS:**

**APPROVALS:**

Keri Oney	Created/Initiated - 8/17/2020
Darcy Ellis	Approved - 8/19/2020
Marilyn Mann	Approved - 8/19/2020
Melissa Best-Baker	Approved - 8/20/2020
Sue Dishion	Approved - 8/21/2020
Amy Shepherd	Approved - 8/21/2020
Marilyn Mann	Final Approval - 8/21/2020



# County of Inyo



## Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Tim Bachman

**SUBJECT:** Approve filling one (1) vacant Public Dispatcher I position.

---

**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Public Dispatcher I position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Public Dispatcher I at Range 55A-E (\$3,150 - \$3,830).

**SUMMARY/JUSTIFICATION:**

This Dispatcher position is anticipated to be vacated on October 20, 2020. We request your Board to authorize, pursuant to the candidate's qualifications and experience, the hiring of a qualified candidate for the Public Safety Dispatcher I position. Hiring of this position falls within the Sheriff's Office current authorized strength.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Deny filling the Public Safety Dispatcher I position. It is imperative that we fill the vacant position as soon as possible as there are currently only four other dispatchers to cover the duties seven days a week / 24 hours a day. From the time the position is vacated until the position is filled, we will have to have other Dispatchers, Deputies or Supervisors fill in as necessary, which results in additional unanticipated overtime expenses.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
Personnel

**FINANCING:**

Funding for this position was included in the Sheriff Requested Budget 022700



**ATTACHMENTS:**

**APPROVALS:**

Tim Bachman	Created/Initiated - 8/25/2020
Darcy Ellis	Approved - 8/25/2020
Tim Bachman	Approved - 8/27/2020
Sue Dishion	Approved - 8/27/2020
Amy Shepherd	Approved - 8/27/2020
Jeffrey Hollowell	Final Approval - 8/27/2020



# County of Inyo

## Auditor-Controller

### CONSENT - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Christie Martindale

**SUBJECT:** 2020-2021 GANN Appropriation Limit for Property Taxes

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2020-39, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, "Establishing Fiscal Year 2020-2021 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2020-2021 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2020-2021 proposed proceeds of taxes and the calculated 2020-2021 limitation is \$47,628,047.00.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2020-2021 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not adopt the resolution accepting the GANN limit calculation. This is not recommended since the GANN limit

applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

N/A since Inyo County is below the limit.

**ATTACHMENTS:**

1. GANN Revenue Calculation 2020-2021
2. GANN Limit Resolution 2020
3. GANN Limit 2020-2021

**APPROVALS:**

Christie Martindale	Created/Initiated - 8/4/2020
Darcy Ellis	Approved - 8/4/2020
Christie Martindale	Approved - 8/4/2020
Marshall Rudolph	Approved - 8/13/2020
Amy Shepherd	Final Approval - 8/26/2020

**GANN Limit Calculation  
Based on Projected Revenues  
Fiscal Year Ending June 30, 2021**

---

	<b>Projected FY 20-21</b>
Current Secured Taxes - 4001	12,276,238
Current Unsecured Taxes - 4004	800,000
Current Unsecured Aircraft Tax - 4005	25,000
SB813 Distributions - 4008	56,000
Sales Tax - 4062 & 4063	1,384,173
Real Property Transfer Tax - 4082	71,000
Transient Occupancy Tax - 4083	2,600,000
Transaction & Use Tax - 4085	1,400,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	<u>74,000</u>
	18,686,911

2019-2020 Limitation (Using Per Capita personal Income % Change)	45,768,052
2019-2020 Population Factor	1.001
2019-2020 Per Capita Factor	<u>1.0396</u>
2020-2021 Appropriation Limit	47,628,047
2020-2021 Proceeds of Taxes	<u>(18,686,911)</u>
Amount Under Limitation	28,941,136

## RESOLUTION 2020 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF INYO, CALIFORNIA  
ESTABLISHING FISCAL YEAR 2020-2021 APPROPRIATION LIMIT UNDER  
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING  
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD  
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS

---

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2020-2021; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2020-2021 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2020-2021 as shown on Attachment A is hereby established as \$47,628,047.00.00 such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2020-2021 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

Attest: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis  
Assistant Clerk of the Board

**ATTACHMENT A**  
**STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS**  
**FOR THE TAX YEAR 2020-2021**

	<b>2018-2019 Limit</b>	<b>Population Change</b>	<b>Per Capita Change</b>	<b>2019-2020 Limit</b>	<b>Population Change</b>	<b>Per Capita Change</b>	<b>2020-2021 Limit</b>
Big Pine Lighting	55,413.35	1.0001	1.0385	57,552.52	1.001	1.0396	59,891.43
Independence Lighting	55,243.18	1.0001	1.0385	57,375.78	1.001	1.0396	59,707.51
Lone Pine Lighting	79,462.32	1.0001	1.0385	82,529.88	1.001	1.0396	85,883.86
Big Pine Fire	358,393.38	1.0001	1.0385	372,228.75	1.001	1.0396	387,355.97
Bishop Fire	563,021.68	1.0001	1.0385	584,756.48	1.001	1.0396	608,520.75
Independence Fire	246,022.39	1.0001	1.0385	255,519.80	1.001	1.0396	265,904.02
Lone Pine Fire	306,592.25	1.0001	1.0385	318,427.89	1.001	1.0396	331,368.67
Big Pine Cemetery	76,032.60	1.0001	1.0385	78,967.75	1.001	1.0396	82,176.97
Independence Cemetery	175,816.27	1.0001	1.0385	182,603.46	1.001	1.0396	190,024.39
Mt. Whitney Cemetery	122,274.75	1.0001	1.0385	126,995.02	1.001	1.0396	132,156.05
Pioneer Cemetery	455,171.43	1.0001	1.0385	472,742.80	1.001	1.0396	491,954.88
Tecopa Cemetery	12,761.56	1.0001	1.0385	13,254.21	1.001	1.0396	13,792.85
Darwin CSD	18,723.51	1.0001	1.0385	19,446.31	1.001	1.0396	20,236.60
Olancho CSD	151,899.79	1.0001	1.0385	157,763.70	1.001	1.0396	164,175.16
Westridge CSD	95,396.67	1.0001	1.0385	99,079.35	1.001	1.0396	103,105.89
Southern Inyo Emergency	127,336.44	1.0001	1.0385	132,252.12	1.001	1.0396	137,626.79
<b>INYO COUNTY</b>	<b>44,066,899.88</b>	<b>1.0001</b>	<b>1.0385</b>	<b>45,768,051.87</b>	<b>1.001</b>	<b>1.0396</b>	<b>47,628,047.19</b>



# County of Inyo



## Auditor-Controller

### CONSENT - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Christie Martindale

**SUBJECT:** 2020-2021 Property Tax Rates

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2020-40, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2020-2021 Pursuant to Government Code Section 29100," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2020-2021 general fund revenue secured taxes, totals \$ 12,276,238.00. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

**OTHER AGENCY INVOLVEMENT:**

School district and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

**FINANCING:**

As stated above, Inyo County, as well as the affected special districts, derive a significant amount of discretionary revenue from property taxes.

**ATTACHMENTS:**

1. Tax Rate Resolution 2020



**APPROVALS:**

Christie Martindale  
Darcy Ellis  
Christie Martindale  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 8/28/2020  
Approved - 8/28/2020  
Approved - 8/28/2020  
Approved - 8/28/2020  
Final Approval - 8/28/2020

**RESOLUTION 2020-40**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF INYO, STATE OF CALIFORNIA  
ADOPTING TAX RATES FOR FISCAL YEAR 2020-2021  
PURSUANT TO GOVERNMENT CODE SECTION 29100**

---

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2020-2021 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04021586%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01773521%
Bishop Unified – 2000 Debt and 2016 Refunding	0.00769135%
Owens Valley Unified School District – 2014 Refunding	0.04865413%
Round Valley Elementary – 1999 Debt	0.02914687%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.05537286%
Unitary & Operating Non-Unitary	0.19309443%
Northern Inyo Hospital – Gann Limit Refund	(0.01408891)%

PASSED AND ADOPTED this \_\_\_first day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

Attest: Clint Quilter, Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Ashley Helms

**SUBJECT:** Request authorization to purchase one (1) ARFF Vehicle for the Bishop Airport

**RECOMMENDED ACTION:**

Request Board authorize the purchase of one (1) Striker 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle and accessory equipment from Oshkosh Airport Products, LLC of Neenah, WI in an amount not to exceed \$828,045.82.

**SUMMARY/JUSTIFICATION:**

Public Works is requesting approval to purchase one Aircraft Rescue and Fire Fighting (ARFF) vehicle for the Bishop Airport. The vehicle will replace the existing 1984 GMC All Terrain Emergency One. The existing vehicle does not meet the FAA requirements for Part 139 Certification.

On August 8th, 2020 the County opened bids for the ARFF vehicle, two bids were received. In addition to the ARFF vehicle, which was the Base Bid, the procurement included three Bid Additives - a set of forcible entry equipment, an Aqueous Film Forming Foam testing system, and communication equipment for the vehicle. The bids received (Base Bid and Total Bid) were:

Rosenbauer	\$752,513.07	\$833,049.74
Oshkosh Airport Products	\$760,310.94	\$828,045.82

The ARFF vehicle purchase will be funded by an Airport Improvement Grant from the Federal Aviation Administration (FAA). The grant amount, which will reimburse 100% of the vehicle costs, is \$850,000. There is adequate funding to purchase the three Bid Additives, therefore Public Works is requesting the purchase order for the Total Bid amount. The remainder of the funds will be used to purchase personal protective equipment for staff.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

May 19th, 2020 - Board authorized the Public Works Director to sign the forthcoming FAA grants, including the grant for an ARFF vehicle.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended as the FAA grant is funding

100% of the vehicle costs and the ARFF vehicle is required prior to Part 139 Certification by the FAA.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

This purchase will be 100% reimbursed by an FAA grant, dated August 3, 2020. The purchase order will be paid from Budget 150100 (Bishop Airport), Object Code 5650 (Equipment). The preliminary budget includes \$900,000 for this purchase.

**ATTACHMENTS:**

1. ARFF Bid Summary - 8.12.2020
2. OshKosh Bid

**APPROVALS:**

Ashley Helms	Created/Initiated - 8/21/2020
Darcy Ellis	Approved - 8/24/2020
Ashley Helms	Approved - 8/21/2020
Trevor Taylor	New -
Breanne Nelums	Approved - 8/24/2020
Michael Errante	Approved - 8/25/2020
Marshall Rudolph	Approved - 8/25/2020
Amy Shepherd	Approved - 8/25/2020
Michael Errante	Final Approval - 8/25/2020

Bid Results for: Airport Rescue and Fire Fighting Vehicle for the Bishop Airport  
 Bid Opening Date/Time: August 12, 2020 / 3:30 pm

Bid Schedule	ROSENBAUER	OSH-KOSH
ITEM DESCRIPTION	BID PRICE	BID PRICE
<b>BASE BID</b>		
Index B ARFF Vehicle meeting all requirements of 3.4: Vehicle Procurement Specifications, Class 4	\$ 689,888.00	\$ 694,050.00
Delivery to 907 Airport Road, Bishop CA	\$ 8,500.00	\$ 11,575.00
CA Sales Tax (7.75%)	\$ 54,125.07	\$ 54,685.94
<b>TOTAL BASE BID</b>	<b>\$ 752,513.07</b>	<b>\$ 760,310.94</b>
<b>BID ADDITIVES:</b>		
<b>ADDITIVE 1</b> Airport Fire Fighting Auxiliary Equipment		
Cutters/Shears meeting requirements of A-2.1	\$ 11,835.00	\$ 11,270.00
Spreader meeting requirements of A-2.2	\$ 12,535.00	\$ 12,815.00
Ram meeting requirements of A-2.3	\$ 9,206.00	\$ 9,410.00
Delivery to 907 Airport Road, Bishop CA	\$ 500.00	\$ 260.00
CA Sales Tax (7.75%)	\$ 2,640.89	\$ 2,616.01
<b>TOTAL ADDITIVE #1</b>	<b>\$ 36,716.89</b>	<b>\$ 36,371.01</b>
<b>ADDITIVE 2</b>		
Aqueous Film Forming Foam Testing System meeting requirements of A-2.4	\$ 22,500.00	\$ 19,687.00
Delivery to 907 Airport Road, Bishop CA	\$ 250.00	\$ -
CA Sales Tax (7.75%)	\$ 1,763.13	\$ 1,525.74
<b>TOTAL ADDITIVE #2</b>	<b>\$ 24,513.13</b>	<b>\$ 21,212.74</b>
<b>ADDITIVE 3</b>		
ARFF Truck Communication Equipment meeting requirements of A-2.5	\$ 17,918.00	\$ 9,421.00
CA Sales Tax (7.75%)	\$ 1,388.65	\$ 730.13
<b>TOTAL ADDITIVE #3</b>	<b>\$ 19,306.65</b>	<b>\$ 10,151.13</b>
<b>TOTAL BASE BID PLUS ALL ADDITIVES</b>	<b>\$ 833,049.74</b>	<b>\$ 828,045.82</b>

**DELIVERY TIME:**

The vehicle(s) will be delivered to 703 Airport Road, Bishop CA 93514 395 days

360 days

**Numbers in red contained a math error, the totals included here are corrected.**

# **BID PACKAGE**



**AIRPORT RESCUE AND FIRE FIGHTING VEHICLE  
FOR THE  
BISHOP AIRPORT**

**A COUNTY OF INYO AVIATION FACILITY  
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-023-2020**

**Inyo County Public Works Department**

**AIRPORT RESCUE AND FIRE FIGHTING VEHICLE  
FOR THE  
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-023-2020**

**Sections:**

NOTICE INVITING BIDS

BID PROPOSAL FORMS

REQUIRED FEDERAL

CONTRACT PROVISIONS

TECHNICAL SPECIFICATIONS

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT  
NOTICE INVITING BIDS  
FAA AIP GRANT NO. #3-06-0024-023-2020**

The Inyo County Public Works Department is soliciting bids for:

**AIRPORT RESCUE AND FIRE FIGHTING VEHICLE  
FOR THE  
BISHOP AIRPORT**

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Sample PO Agreement and Technical Specifications may be obtained from the Inyo County website at:  
<https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

**Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the title:**

**ARFF VEHICLE FOR THE BISHOP AIRPORT**

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on August 12, 2020** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted. **If office closures due to Covid-19 are still in effect on the bid opening date, bids will be read aloud over a conference line, all bidders will be provided with the call-in information.**

**Bid Description:** The base bid includes an Aircraft Rescue and Fire Fighting (ARFF) vehicle meeting the Class 4, Index B requirements of the Federal Aviation Administration (FAA). Bid Additives include forcible aircraft entry tools, an Aqueous Film Forming Foam testing system, and ARFF vehicle communication equipment.

The purchase order award, if awarded, will be based on lowest responsible bid total price for the Base Bid and selected Bid Additives, whichever is in the best interests of the County of Inyo.

The equipment purchase is included in Airport Improvement Program Grant No. 3-06-0024-023-2020 which is being undertaken by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

Inyo County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Inyo County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.



All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The bidder has full responsibility to monitor compliance to the referenced statute or regulation. The bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

The Bidder is advised of the Federal Contract Provisions, included in this bid solicitation, and incorporated by reference into the purchase order agreement. The Bidder shall comply with all such requirements.

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.

County of Inyo  
Public Works Department



Michael Errante, PE, Director of Public Works

Dated: July 2020

# BID PROPOSAL FORM

To: COUNTY OF INYO  
Public Works Department  
(Herein called the "Owner")

From: Oshkosh Airport Products, LLC  
1515 County Road O, Suite A  
Neenah, WI 54956

(Herein called the "Bidder")

**FOR: AIRPORT RESCUE AND FIRE FIGHTING VEHICLE  
FOR THE  
BISHOP AIRPORT**

Bids will be opened at 3:30 P.M., on August 12, 2020 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by USPS, please use the address: PO Drawer N, Independence, CA 93526.

This bid includes all costs for all equipment, materials, taxes, insurance, shipping, and other related functions to provide everything required by, and in accordance with, the bid documents.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the purchase order; federal provisions; technical specifications; including any documents incorporated therein, are to be considered 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. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
4. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. Delivery is preferred within 10 months of order, and will be made no later than 13 months after order unless otherwise stated under 'Deliver Time' on the Dealer Bid Sheet. A penalty of \$500/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time. The bidder is required to submit a bid for all the items included in the bid schedule.
7. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
8. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

9. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
10. Quotations are subject to acceptance at any time within ninety (90) days after opening date, unless otherwise stipulated.
11. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
12. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.

**ADDENDUM NO. 1**  
**TO THE SPECIFICATIONS FOR**  
**AIRPORT RESCUE AND FIRE FIGHTING VEHICLE**  
**FOR THE BISHOP AIRPORT**

August 4, 2020

Addendum 1 provides the following changes and clarifications to the specifications:

1. Section 3.2.7.1 of the *Vehicle Procurement Specifications* is removed. The vehicle requires one dry chemical hose reel, as specified in Section 3.7.2.
2. Clarification for Section A-1.3 of the *Technical Specifications - Auxiliary Equipment*:
  - a. The vehicle shall be supplied with a primary radio in the cab that is capable of inter-operability. This radio should be programmable to meet the frequency needs of the Airport, Inyo County, and with the local first responders unit radio frequencies (up to five VHF frequencies). Additionally, each firefighter shall be equipped with a headset that operates with the cab and other headsets.
  - b. The existing system at the Bishop Airport is a Icom IC-A110 VHF Air Band Transceiver.

Receipt of this addendum should be acknowledged by **inserting the number and the date of receipt on page 4** of the Bid Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the plans and specifications for the project and form a part of the contract to be executed for this work. It is requested that any contractors or subcontractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County  
Department of Public Works



\_\_\_\_\_  
Ashley Helms  
Associate Engineer

August 4, 2020  
Date

**Bid Schedule**

ITEM DESCRIPTION	BID PRICE
<b>BASE BID</b>	
Index B ARFF Vehicle meeting all requirements of 3.4: Vehicle Procurement Specifications, Class 4	\$ 694,050.00
Delivery to 907 Airport Road, Bishop CA	\$ 11,575.00
CA Sales Tax (7.75%)	\$ 54,685.94
<b>TOTAL BASE BID</b>	<b>\$ 760,310.94</b>
<b>BID ADDITIVES:</b>	
<b>ADDITIVE 1 Airport Fire Fighting Auxiliary Equipment</b>	
Cutters/Shears meeting requirements of A-2.1	\$ 11,270.00
Spreader meeting requirements of A-2.2	\$ 12,815.00
Ram meeting requirements of A-2.3	\$ 9,410.00
Delivery to 907 Airport Road, Bishop CA	\$ 260.00
CA Sales Tax (7.75%)	\$ 2,616.01
<b>TOTAL ADDITIVE #1</b>	<b>\$ 36,371.01</b>
<b>ADDITIVE 2</b>	
Aqueous Film Forming Foam Testing System meeting requirements of A-2.4	\$ 19,687.00
Delivery to 907 Airport Road, Bishop CA	\$ -0-
CA Sales Tax (7.75%)	\$ 1,525.74
<b>TOTAL ADDITIVE #2</b>	<b>\$ 21,212.74</b>
<b>ADDITIVE 3</b>	
ARFF Truck Communication Equipment meeting requirements of A-2.5	\$ 9,421.00
CA Sales Tax (7.75%)	730.13
<b>TOTAL ADDITIVE #3</b>	<b>\$ 10,151.13</b>
<b>TOTAL BASE BID PLUS ALL ADDITIVES</b>	<b>\$ 828,045.82</b>

**DELIVERY TIME:**

Maximum

The vehicle(s) will be delivered to 703 Airport Road, Bishop CA 93514 within 360 Days ARO months following award notification.

**BIDDER'S BID**

**TOTAL BID (IN NUMBERS)** \$828,045.82

**TOTAL BID (IN WORDS)** Eight Hundred Twenty Eight Thousand Forty Five Dollars and Eighty Two Cents.

REVIEWED AND CHECKED BY \_\_\_\_\_



(For County Use)

AIRPORT RESCUE AND FIRE FIGHTING VEHICLE FOR THE BISHOP AIRPORT  
 Bid Proposal Forms  
 Page BP-3

This bid was received on 8/11/2020  
 ATTEST: Clint Gullter, Administrative Officer  
 and Clerk of the Board Inyo County, California  
 By [Signature] Assistant

**ADDENDA:**

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

Addendum No. 1 - August 4, 2020  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

**WARNING:**

**IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**

**BIDDER'S BUSINESS INFORMATION:**

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual ( ), Partnership ( ), Joint Venture ( ): Corporation ( ): Limited Liability Company (LLC) (X):

Personal Name: N/A

Business Name: Oshkosh Airport Products, LLC

Address: 1515 County Road O, Suite A

Neenah, WI Zip Code 54956

Telephone: ( 920 ) 215-5128

Federal Identification No. 39-0520270

Bidder's License No. N/A, State of \_\_\_\_\_, Type \_\_\_\_\_

N/A - Bidder is a Wisconsin Based Vehicle Manufacturer  
License Expiration Date \_\_\_\_\_

(The above address will be used to send notice of acceptance or requests for additional information)

**THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.**



Director - Finance

(Signature of Authorized Person) (Title)

George M. Alvarez

August 10, 2020

(Printed Name) (Date)



## **BUY AMERICAN PREFERENCE**

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

### **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:



- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

August 10, 2020

Date

Oshkosh Airport Products, LLC

Company Name

  
Signature

Director - Finance

Title

### TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) Who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

# SAMPLE

PO # \_\_\_\_\_

Date \_\_\_\_\_

## PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

# **REQUIRED FEDERAL CONTRACT PROVISIONS**

## **A1 ACCESS TO RECORDS AND REPORTS**

### **A1.1 SOURCE**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

### **A1.2 APPLICABILITY**

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

### **A1.3 CONTRACT CLAUSE**

#### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

---

## **A2 BREACH OF CONTRACT TERMS**

### **A2.1 SOURCE**

2 CFR § 200 Appendix II(A)

### **A2.2 APPLICABILITY**

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

### **A2.3 CONTRACT CLAUSE**

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

---

## A3 BUY AMERICAN PREFERENCE

### A3.1 SOURCE

Title 49 USC § 50101

### A3.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

**Timing of Waiver Requests.** Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

**Buy American Conformance List.** The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

**Facility Waiver Requests.** For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### **Contract Types –**

*Construction and Equipment* – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

---



goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

### **A3.3 SOLICITATION CLAUSE**

#### **A3.3.1 Buy American Preference Statement**

##### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

---

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**A3.3.2 Certificate of Buy American Compliance – Total Facility**

Not applicable

**A3.3.3 Certificate of Buy American Compliance – Manufactured Product**

**Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing U.S. domestic product.
  3. To furnish U.S. domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
-

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

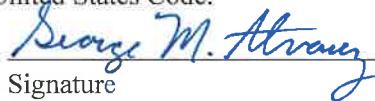
**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

August 10, 2020

Date

Oshkosh Airport Products, LLC

Company Name

  
Signature

Director - Finance

Title

---

**County of Inyo California  
Airport Rescue and Fire Fighting Vehicle  
For the Bishop Airport**

**Oshkosh Airport Products, LLC  
Bid Proposal Comments**

---

We are pleased to offer our Striker® 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle in response to your invitation to bid. The proposed vehicle meets all performance and construction requirements of NFPA 414, the FAA 150/5220-10E Advisory Circular and your detailed bid specification. We are taking no exceptions to the specification.

Oshkosh has been designing and manufacturing ARFF vehicles for over 50 years and has delivered over 5,000 ARFF vehicles to airports around the world.

Feel free to contact the individuals listed below if further information is required:

Dustin Raddatz – Requirements Manager, ARFF Products  
Phone: (920) 215-5127  
Email: [draddatz@airport.oshkoshcorp.com](mailto:draddatz@airport.oshkoshcorp.com)

Rich Voakes - Regional Sales Manager  
Mobile: (920) 410-4158  
Email: [rvoakesjr@airport.oshkoshcorp.com](mailto:rvoakesjr@airport.oshkoshcorp.com)



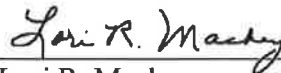
**OSHKOSH AIRPORT PRODUCTS, LLC  
ASSISTANT SECRETARY'S CERTIFICATE**

I, Lori R. Mackey, do hereby certify that I am the duly elected and acting Assistant Secretary of Oshkosh Airport Products, LLC, a Wisconsin limited liability company (the "Company"), and that the following is a true and correct copy of a resolution adopted by the Member of the Company, which resolution remains in full force and effect as of the date hereof:

BE IT RESOLVED, that the following officers and employees are authorized to sign bid bonds, bid proposals, performance bonds and contracts related to such bid proposals on behalf of the Company, provided, however, that bid bonds, bid proposals, performance bonds, Powers of Attorney and contracts related to such bid proposals involving sums in excess of \$20 million shall be countersigned by any of Messrs. Jones, Pfeifer, Pack or Cortina:

Wilson R. Jones	Chief Executive Officer
James W. Johnson	President
Ignacio A. Cortina	Executive Vice President and Secretary
Michael E. Pack	Executive Vice President and Chief Financial Officer
John C. Pfeifer	Executive Vice President and Chief Operating Officer
Robert H. Sims	Executive Vice President and Chief Human Resources Officer
James C. Freeders	Senior Vice President, Finance and Controller
R. Scott Grennier	Senior Vice President and Treasurer
Corey R. Braun	Vice President, International Shared Services
Marjorie J. Griffing	Vice President, Tax
Salim E. Hawi	Vice President, International Sales
Erik J. Lampe	Vice President and General Manager
Kevin S. Ramsburg	Vice President
Jeffrey A. Trelka	Vice President, Finance
George M. Alvarez	Director, Finance
John S. Verich	Assistant Treasurer
Jana C. Heft	Assistant Secretary
Lori R. Mackey	Assistant Secretary

FURTHER RESOLVED, that, subject to the \$20 million limit hereinabove contained, the officers listed above may designate for any bid proposal an authorized signer different from the officers listed below solely for the purpose of signing bid bonds, performance bonds, Powers of Attorney or contracts related to the bid proposal wherein such person is so designated.



\_\_\_\_\_  
Lori R. Mackey  
Assistant Secretary

Dated: April 7, 2020

# EVIDENCE OF LIABILITY INSURANCE

April 1, 2020

<b>PRODUCER</b> Hays Companies of WI 1200 N. Mayfair Road Suite 100 Milwaukee, WI 53226 Phone: 414-443-0000 Fax: 414-259-8448	THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DOCUMENT HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> <b>OSHKOSH CORPORATION</b> <b>1917 Four Wheel Drive</b> <b>Oshkosh, WI 54902</b>	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: National Fire & Marine Ins Co INSURER B: Twin City Fire Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: Berkley National Insurance Company

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCL GARAGE LIABILITY	42-GLO-100190-06	April 1, 2020	April 1, 2021	EACH OCCURRENCE	USD 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	USD 500,000
					MED EXP (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	USD 1,000,000
					GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS-COMP/OP AGG	USD 1,000,000
C	<b>AUTOMOBILE LIABILITY</b> Any Auto (Symbol 1)	83 AB S68003	October 1, 2019	October 1, 2020	COMBINED SINGLE LIMIT (Ea Accident)	USD 1,000,000
A	<b>UMBRELLA LIABILITY</b> Occurrence Form	42-UMO-100191-06	April 1, 2020	April 1, 2021	EACH OCCURRENCE	USD 15,000,000
					AGGREGATE	USD 15,000,000
B C	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	83 WBR S68001 83 WN S68000	October 1, 2019 October 1, 2019	October 1, 2020 October 1, 2020	WORKERS COMPENSATION	WC STATUTORY LIMITS
					E.L. EACH ACCIDENT	USD 1,000,000
					E.L. DISEASE - EA EMPLOYEE	USD 1,000,000
					E.L. DISEASE - POLICY LIMIT	USD 1,000,000
C	<b>GARAGEKEEPERS</b>	83 AB S68003	October 1, 2019	October 1, 2020	Limit of Insurance	USD 1,000,000
D	<b>EXCESS LIABILITY</b>	CEX09600174-07	April 1, 2020	April 1, 2021	Each Occurrence/Aggregate	USD 10,000,000

**ADDITIONAL INFORMATION**

**NAMED INSURED LISTING:**

Oshkosh Corporation  
 Oshkosh Airport Products, LLC  
 Oshkosh Commercial Products, LLC  
 Oshkosh Defense, LLC  
 Oshkosh HD, LLC  
 Oshkosh Logistics Corporation  
 Oshkosh Manufacturing, LLC  
 Concrete Equipment Company, Inc.  
 Iowa Mold Tooling Co., Inc.  
 Iowa Contract Fabricators, Inc.  
 JLG Industries, Inc.  
 JLG Equipment Services, Inc.  
 Jerr-Dan Corporation  
 Kewaunee Fabrications, LLC  
 McNeilus Companies, Inc.  
 McNeilus Financial, Inc.  
 McNeilus Truck and Manufacturing, Inc.  
 Viking Truck & Equipment Sales, Inc.  
 McIntire Fabricators, Inc.  
 Pierce Manufacturing Inc.  
 Frontline Communications, a Division of Pierce Manufacturing, Inc.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Oshkosh Corporation</b>	
2 Business name/disregarded entity name, if different from above <b>Oshkosh Airport Products, LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1917 Four Wheel Drive, E</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Oshkosh, WI 54902-</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	3	9	-	0	5	2	0	2	7	0	
3	9	-	0	5	2	0	2	7	0		

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>3/12/2020</u>
------------------	----------------------------	-------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## **Oshkosh Striker Customer Reference List**

### **Bill Quinn**

Fire Chief  
Sarasota/Bradenton International Airport  
6000 Airport Circle  
Sarasota, FL 34243  
Phone: (941) 993-9613  
E-mail: [bill.quinn@srq-airport.com](mailto:bill.quinn@srq-airport.com)  
New Truck Delivery, April 2019 – Striker 6x6

### **Aaron Bebernitz**

Fire Captain  
Jacksonville Fire/Rescue (Cecil Field Airport)  
13365 Simpson Way  
Jacksonville, FL 32221  
Phone: (904) 838-9881  
E-Mail: [aaronb@coj.net](mailto:aaronb@coj.net)  
New Truck Delivery, September 2019 – Striker 6x6 & Striker 6x6 w/HRET

### **Al Cinotti**

Fire Chief  
Long Island MacArthur Airport  
100 Arrival Ave., Suite 100  
Ronkonkoma, NY 11779  
Phone: (631) 467-3279  
E-Mail: [acinotti@islipny.gov](mailto:acinotti@islipny.gov)  
New Truck Delivery, March & August 2019 – Striker 4x4 & Striker 4x4 w/HRET

### **Justin Field**

Fire Division Chief  
Charlotte Douglas International Airport  
5501 Josh Birmingham Pkwy.  
Charlotte, NC 28208  
Phone: (704) 576-1831  
E-Mail: [jfield@ci.charlotte.nc.us](mailto:jfield@ci.charlotte.nc.us)  
New Truck Delivery, March 2016 – Qty. 3 Striker 6x6.  
Striker 6x6 on order. Delivery scheduled for September 2020.

### **Dennis Ray**

Superintendent  
South Carolina Fire Academy  
141 Monticello Trail  
Columbia, SC 29203  
Phone: (803) 258-0717  
E-Mail: [dennis.ray@llr.sc.gov](mailto:dennis.ray@llr.sc.gov)  
New Truck Delivery, June 2019 – Striker 4x4 w/HRET





# County of Inyo



## Community Organization/Outside Agency

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** California Public Utilities Commission

**SUBJECT:** Presentation by CPUC

---

**RECOMMENDED ACTION:**

Request Board receive an update from the California Public Utilities Commission on Southern California Edison's Ivanpah-Control Project.

**SUMMARY/JUSTIFICATION:**

Representatives of the California Public Utilities Commission would like to update the Board on the current status of the Ivanpah-Control Project, a transmission line project proposed by Southern California Edison. Attached is a fact sheet describing the the project, which is entering the public scoping phase.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Billie Blanchard, the CPUC Project Manager, presented information about the Ivanpah-Control Project to the Board of Supervisors on April 9, 2019. The CPUC would like to present updated information.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to receive the update.

**OTHER AGENCY INVOLVEMENT:**

California Public Utilities Commission; Southern California Edison

**FINANCING:**

N/A

**ATTACHMENTS:**

1. CPUC Presentation
2. Fact Sheet: Ivanpah-Control Project

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 8/27/2020  
Final Approval - 8/27/2020



# California Public Utilities Commission

Presentation to the Inyo County  
Board of Supervisors

---

## **SCE Ivanpah-Control (I-C) Project**

*Update: Project as Revised by Southern California Edison*

September 1, 2020



# Agenda for Ivanpah-Control Project Presentation



- Introductions:
  - CPUC Project Manager: John Forsythe
  - CPUC Consultant Project Manager: Susan Lee
- CPUC regulatory process for the I-C Project
- Updates Regarding Ivanpah-Control Project (since originally presented to BOS in April 2019)
  - Estimated CEQA schedule
- Questions
- Contact information



# Introduction to the CPUC



- CPUC regulates various utility sectors including investor-owned electric utilities such as Southern California Edison (SCE)
- Under CPUC General Order 131-D, the CPUC must approve SCE's application for Permit to Construct before this project can move ahead.
- CPUC is the CEQA Lead Agency



# CPUC Process and Roles for I-C Project



- CPUC's CEQA Unit will manage preparation of the EIR
- One of the 5 CPUC Commissioners is assigned to each project: Commissioner Shiroma now assigned to I-C Project
- A CPUC Administrative Law Judge will conduct the CPUC Proceeding and prepare a Draft Decision after Final EIR is published
- Project decision vote will be by full 5-member Commission
  - Votes on project approval or denial
  - Proposed project or alternative selection with any decision



# CEQA and the CPUC Process



## CEQA Process

Application Review and Deemed Complete

Public Scoping and Environmental Review

Draft EIR Issued

Comments on Draft EIR (45 day review period)

Final EIR Prepared

Utility Files Application and PEA



Proposed Decision

Comments on Proposed Decision

## CPUC Proceeding

Protests to Application Filed

Response to Protests

Pre-Hearing Conference

Scoping Memo

Testimony

Evidentiary Hearings

Briefs



# Coordination with BLM



## The CPUC and BLM will conduct separate CEQA and NEPA reviews for the I-C Project

- BLM is the NEPA Lead Agency
- BLM will issue new right-of-way authorizations where the project is on federal land
- No joint CEQA/NEPA document will be prepared
- There will be frequent interaction/planned coordination milestones between CPUC and BLM to ensure consistency



# Ivanpah-Control Project History

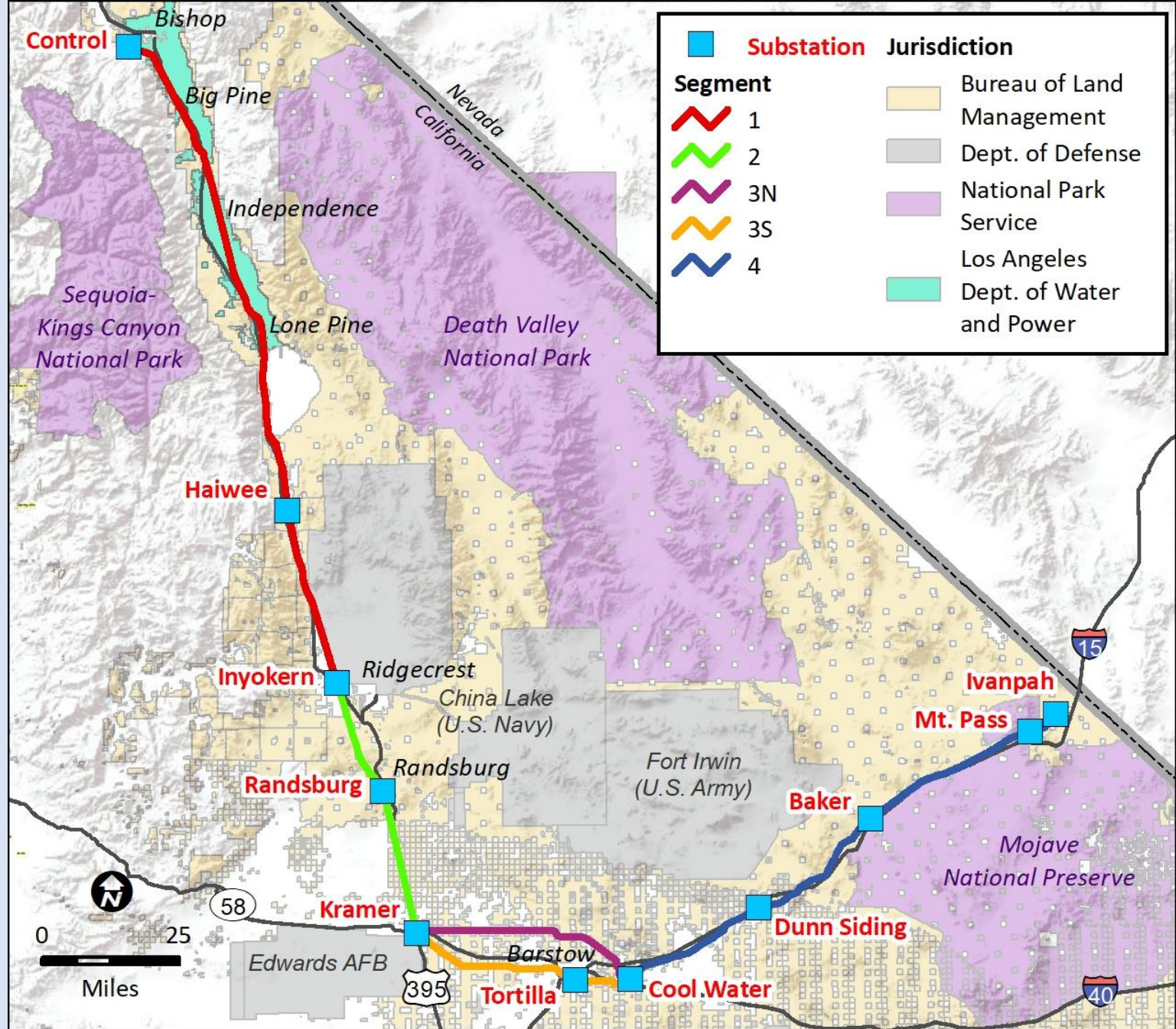


Date	Actions
Nov. 2018 – Jan. 2019	<ul style="list-style-type: none"><li>• CPUC Pre-Filing Review of SCE Draft Application</li></ul>
April 2019	<ul style="list-style-type: none"><li>• CPUC Introduced Project to Inyo County Board of Supervisors</li></ul>
July 2019	<ul style="list-style-type: none"><li>• SCE Submitted Initial PEA and Application</li></ul>
August 2019	<ul style="list-style-type: none"><li>• CPUC prepared Application Completeness Review</li></ul>
September 2019	<ul style="list-style-type: none"><li>• SCE decided to modify the I-C Project</li></ul>
April 2020	<ul style="list-style-type: none"><li>• SCE submitted revised PEA and Application</li><li>• CPUC completed second Application Completeness Review</li></ul>
September 2020	<ul style="list-style-type: none"><li>• CPUC starting Scoping for EIR</li><li>• <u>Application is not yet complete: cultural resources and other data needed</u></li></ul>





# Ivanpah-Control Project Map





# Ivanpah-Control Project: Components



- **2019 Original I-C Project**
  - SCE Project included a complete rebuild of 368 miles of 115 kV lines in Inyo, Kern, and San Bernardino Counties
- **2020 Amended I-C Project**
  - **SAME as 2019 Project:**
    - Segments 1 and 2 in Inyo and Kern Counties:
      - Full tear-down and rebuild of towers
      - New conductors installed
  - **CHANGE from 2019 Project:**
    - Segments 3N, 3S, and 4 in San Bernardino County
      - Limited tower replacement
      - New conductors installed in Segments 3N, 3S



# Ivanpah-Control Project: Tasks Completed and In Progress



- Ongoing Agency Outreach and Consultation
  - Counties, Caltrans, DOD, LADWP
- Ongoing Native American Outreach
  - Outreach to over 40 Native American tribes
  - Early tribal consultation resulted in 18 tribes requesting AB 52 consultation
- Initiated formal consultation under AB 52 in August 2020
- Site visits for technical team members
- Coordination with BLM on technical issues



# Ivanpah-Control Project: Tentative CEQA Schedule



CEQA / CPUC Process Step	Approximate Schedule
CPUC Pre-Filing Process: Review SCE Draft Proponent's Env. Assessment	October 2018 – July 2019
CPUC First Presentation to Board of Supervisors	March 2019
SCE Files FIRST Application and PEA	July 2019
SCE Decided to Modify Project; CEQA on hold	August 2019 – April 2020
SCE Submitted Revised Application and PEA	April 2020
<b>CEQA Scoping – Public Scoping Meetings</b>	<b>September 3 and 10, 2020</b>
Consultation with Native American Tribes	Ongoing from 2018
Release Draft EIR (depending on cultural resources reports)	April 2021
Release Final EIR (depending on cultural resources testing)	December 2021
CPUC Decision	February 2022
Project Construction (if approved)	2023 - 2026



# Contact Information



- **John Forsythe, CPUC Project Manager**

Ivanpah-Control Project

- Email: [John.Forsythe@cpuc.ca.gov](mailto:John.Forsythe@cpuc.ca.gov)

- Telephone (Mobile): (916) 217-5073

- **Ivanpah-Control Project Contact Information**

- E-mail: [Ivanpah-Control@aspenerg.com](mailto:Ivanpah-Control@aspenerg.com)

- Project Information Phone Number: (800) 535-2572

- Project website:

<http://www.cpuc.ca.gov/environment/info/aspeng/Ivanpah-control/Ivanpah-control.htm>



**Thank you for the opportunity to describe  
the CPUC's CEQA Process for  
the Ivanpah-Control Project**

**Questions?**

# Fact Sheet

## Ivanpah-Control Project

Inyo, Kern, and San Bernardino Counties



Southern California Edison (SCE) is proposing to rebuild and remediate components of the existing 115 kilovolt (kV) transmission lines serving the Control and Haiwee Substations in Inyo County, the Inyokern Substation in Kern County, and the Kramer, Coolwater, and Ivanpah Substations in San Bernardino County. The project is subject to review under the California Environmental Quality Act (CEQA).

As the lead agency under CEQA, the California Public Utilities Commission (CPUC) will prepare an Environmental Impact Report (EIR) to meet state and local permitting requirements. As the lead agency under the National Environmental Policy Act (NEPA), the Bureau of Land Management (BLM) will prepare a separate Environmental Impact Statement.

### Proposed Ivanpah-Control Project

Southern California Edison Company (SCE) has studied its transmission system and has determined that certain older parts of the transmission system do not comply with the CPUC's safety requirements defined in its General Order (GO) 95. As a result, SCE is proposing to implement a Transmission Line Rating Remediation (TLRR) program to correct discrepancies in minimum horizontal and vertical conductor clearances. SCE's goal is to remediate all discrepancies on its bulk electric system by 2025, as required by the North American Electric Reliability Corporation (NERC) Mitigation Plan.

SCE has proposed the Ivanpah-Control (I-C) Project to remediate conductor clearance discrepancies on its 115 kV subtransmission lines, from Bishop in Inyo County, south to Inyokern and through the northeastern corner of Kern County, and through San Bernardino County (Kramer Junction, Barstow, and Ivanpah). As shown in Figure 1, the route connects numerous substations.

SCE would construct no new substations as part of the Project. The Project would not expand electrical service to areas not currently served by SCE.

**Proposed Conductor and Increased Capacity.** SCE proposes to replace the existing conductors and structures on the 115 kV system, installing a new type of conductor. The conductors that SCE proposes to install would have the capacity to carry power well in excess of existing transmission line ratings of the 115 kV system. For example, on some segments the new conductor could carry 50% more power.

The information presented here for all five segments is based on SCE's April 2020 Amended PEA. Descriptions of the five route segments follow.

#### Segment 1: Control Substation (Bishop) to Inyokern Substation

This 126-mile project segment includes 111 miles located in Inyo County, with the southernmost 15 miles in Kern County.

The existing 115 kV line generally parallels U.S. 395. There are two SCE electrical circuits that require replacement in this segment: the Control-Haiwee-Inyokern 115 kV circuit and the Control-Coso-Haiwee-Inyokern 115 kV circuit. In this segment, SCE proposes to take the following actions:

- Remove 1,161 existing transmission structures and replace them with 905 new structures;
- Install new conductors and fiber optic cable on the entire 126-mile line segment; and
- Install marker balls on overhead wire where determined to be appropriate.

**Pre-Project Reconductoring.** In order to reduce wildfire risk before construction of the I-C Project begins in 2022, SCE proposes to replace 42 circuit-miles of conductor in areas of moderate and high fire risk during 2019 and 2020. This conductor replacement is not part of the I-C Project but is an urgent repair action that will reduce fire risk in the northern portion of this segment in compliance with SCE's 2019 Wildfire Mitigation Plan.

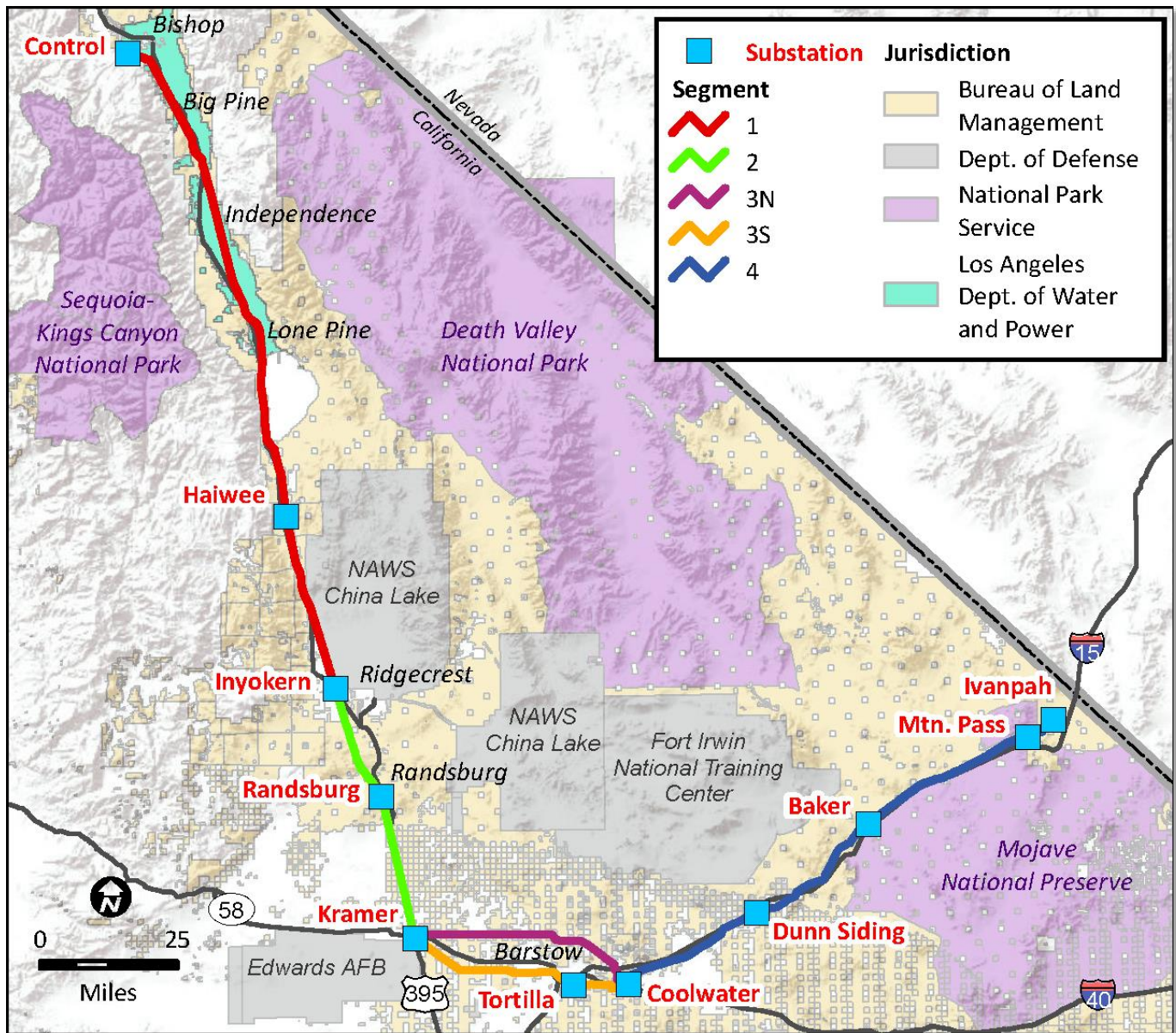


Figure 1. Ivanpah-Control Project Segments and Substations

**Segment 2: Inyokern Substation to Kramer Junction**

This 48-mile project segment closely follows U.S. 395 from the existing Inyokern Substation in northeastern Kern County, about 6 miles west of the City of Ridgecrest to the Kramer Substation in western San Bernardino County to the existing Randsburg Substation.

About 58 percent of the land crossed by the route is federal land administered by the BLM, and 41 percent is private land. SCE proposes to take the following actions in Segment 2:

- Remove approximately 390 existing double-circuit transmission structures and install approximately

342 double-circuit steel poles with a single circuit installed;

- Remove approximately 48 linear miles of existing conductor and install new conductor;
- Install approximately 48 linear miles of fiber optic cable; and
- Install marker balls on overhead wire where determined to be appropriate.

**Replacement of Deteriorated Poles in Segments 3N and 3S**

These segments of the I-C Project include nearly 400 existing wood poles along the existing 115 kV line that have been identified by SCE as being severely



deteriorated due to age. These poles will be replaced during 2019 and 2020, prior to the construction of the I-C Project. The immediate replacement of severely deteriorated poles is a part of SCE's ongoing maintenance program and is not part of the I-C Project. The I-C Project proposal for Segment 3N and 3S includes replacement of a small number of additional poles and conductor within the segment, except those poles that are being replaced in 2019 and 2020.

### Segment 3N: Kramer Junction–Coolwater Substation (East of Barstow)

This third project segment includes two separate routes between the Kramer Substation (located just south of the intersection of State Route 58 and U.S. 395 and the existing Coolwater Substation (located about 9 miles east of the City of Barstow). Nearly half of these route segments are on federal land administered by the BLM, and about 45 percent is on private land.



This 44-mile project segment runs just north of Barstow, from the existing Kramer Substation in the west to the existing Coolwater Substation in the east.

SCE's current plan for this segment is to:

- Remove 43 existing structures and replace them with 45 lightweight steel, wood H-frame or multipole structures;
- Replace the existing conductor along the entire 44-mile length of the segment; and
- Install fault return conductor along 2.3 miles.

### Segment 3S: Kramer Junction–Tortilla Substation (Barstow)–Coolwater Substation

Segment 3S runs just south of Barstow for 44 miles between the existing Kramer, Tortilla, and Coolwater Substations.

SCE's plan for this segment is:

- Remove 42 existing structures and replace them with 42 new steel or wood structures;
- Replace the existing conductor along the entire 44-mile length of the segment; and
- Install fault return conductor along 3.6 miles.

### Segment 4: Coolwater Substation (East of Barstow) to Ivanpah Substation

Segment 4 begins just east of Barstow and ends near the Nevada border, at the Ivanpah Substation, adjacent to the Ivanpah Solar Electric Generating System. Segment 4 roughly follows Interstate 15 to the northeast.

SCE proposes to:

- Remove approximately 60 existing structures and replace them with 62 new steel or wood structures;
- Modify approximately 83 structures adjacent to the replacement structures.



### Potential Alternatives to the I-C Project

In the Proponent's Environmental Assessment (PEA) for the I-C Project, SCE analyzed a range of alternatives. The following four alternatives were considered by SCE to be infeasible:

- Decommission and Remove all 115 kV facilities defined in Segments 1 through 4: eliminated because areas would be left with no electric service.
- Operating Voltage Increase for Segment 2: eliminated due to high cost.
- Energy Storage: eliminated because the reliability discrepancies would remain.
- Derate Only: eliminated because many reliability discrepancies would remain.

The following alternatives were considered feasible by SCE in its April 2020 Amended PEA:

- **Alternative A:** Rebuilding of Segments 1, 2, 3N, and 3S and derating and remediation of Segment 4. Remediation would include replacement of selected transmission structures, and derating would lower the operating amperage.
- **Alternative B:** Rebuilding of Segments 1, 2, and 4; rebuilding Segment 3N as a double-circuit line; and derating and remediation of Segment 3S.
- **Alternative C:** Rebuilding of Segments 1 and 2; rebuilding Segment 3N as a double-circuit line; and derating and remediation of Segments 3S and 4.
- **Alternative D:** Rebuilding of Segments 1, 2, and 4; rebuilding Segment 3S as a double-circuit line; and derating and remediation of Segment 3N.
- **Alternative E:** Rebuilding of Segments 1 and 2; rebuilding Segment 3S as a double-circuit line; and derating and remediation of Segments 3N and 4.

The CPUC will consider alternatives in the EIR as required by CEQA, including alternatives suggested in public scoping comments.

### I-C Project Construction

SCE proposes to build the project within or adjacent to existing rights-of-way (ROW) and on existing SCE-owned property. SCE will need to acquire new authorizations from the BLM and other federal and state landowners, and new or modified easements from private landowners, to accommodate the reconstructed subtransmission lines in some locations. Key construction activities for all segments are as follows:

- **Material Yards:** SCE proposes to use a number of material yards to support its construction activities, typically between one and five acres.
- **Work Areas:** At each pole site, a work area ranging from 1/4 acre to ~1 acre would be required.
- **Access Roads:** SCE would use existing access roads (running along the entire transmission line) and spur roads (short roads to reach each tower from the access road), as well as public roads.

- **Vegetation Removal:** During road rehabilitation and preparation of staging areas, vegetation will be trimmed or removed, as needed. Tree removal would be minimized.
- **Helicopter Use:** SCE would use helicopters to support construction activity.
- **Construction Personnel:** SCE anticipates approximately 200 construction personnel working on a given day.



### Schedule

The anticipated schedule for the CEQA process, CPUC approval, and I-C Project construction is presented in Table 1.

**Table 1. I-C Project Schedule**

Project Activity	Approx. Date
SCE Filed Initial Application at CPUC	July 17, 2019
SCE Filed Revised Application at CPUC	April 13, 2020
CPUC Public Scoping	Mid-2020
CPUC Publish Draft EIR	Early 2021
CPUC Publish Final EIR	Late 2021
CPUC Project Approval	Early 2022
SCE Construction Start	2023
Project Operational	2026

**For Additional Information on the I-C Project and the CPUC’s CEQA Process:**

<https://www.cpuc.ca.gov/Environment/info/asp/ivanpah-control/ivanpah-control.htm>

Email: [Ivanpah-Control@aspenerg.com](mailto:Ivanpah-Control@aspenerg.com)

Telephone Message Line: (800) 535-2572



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Aaron Steinwand

**SUBJECT:** Owens Valley Groundwater Authority Meeting – September 10, 2020

---

**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for September 10, 2020.

**SUMMARY/JUSTIFICATION:**

At the September 10, 2020 OVGA meeting, the consultant preparing the Groundwater Sustainability Plan (GSP) will present elements of the GSP. Topics will include: a general GSP update, West Bishop hydrology technical memorandum, introduction to GSP projects and management actions, proposed management areas, draft map of potential groundwater dependent ecosystems and public release of the database management system. This agenda item will constitute the majority of the meeting.

OVGA staff will provide reports on current finances and the status of the consultant selection to develop an OVGA website. Three action items will be considered. The OVGA will consider approving the Communications and Engagement Plan (CEP) and will select a logo for the agency. Finally, the OVGA will consider forming an ad hoc committee to assist staff and the consultant develop Sustainable Management Criteria (SMC) for the basin. SMC are an essential requirement of SGMA that the local GSA quantify what constitutes significant and unreasonable conditions in the basin. The GSA must also define sustainable groundwater management to correct or prevent those conditions from occurring. SMC for each Sustainability Indicator (e.g. declining water levels) must include: sustainability goals, undesirable conditions, minimum thresholds at monitoring locations, and measurable objectives that define the desired condition for basin. Draft SMC developed by the ad hoc committee will be presented to stakeholders and the OVGA Board before inclusion in the GSP.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Draft 09.10.20 OVGA Agenda

**APPROVALS:**

Aaron Steinwand

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Aaron Steinwand

Created/Initiated - 8/14/2020

Approved - 8/14/2020

Approved - 8/17/2020

Approved - 8/17/2020

Final Approval - 8/21/2020

## Owens Valley Groundwater Authority

September 10, 2020 2:00 PM

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to [lpiper@inyocounty.us](mailto:lpiper@inyocounty.us), and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the July 9, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Financial Report.
  - b. OVGA logo Zoom poll
  - c. Website RFP status
7. Action item: Approval of draft Communications and Engagement Plan.
8. Action Item: Formation of an Ad Hoc Committee to assist Sustainable Management Criteria development.
9. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
10. Action Item: Selection of OVGA logo.

11. Discussion regarding future agenda items.
  12. Set next meeting.
  13. Adjourn.
- 
- 

Join the September 10, 2020 OVGA webinar via phone:

DRAFT



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Meaghan McCamman

**SUBJECT:** Contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director

---

**RECOMMENDED ACTION:**

Request Board ratify and approve a new contract with Dr. Anne Goshgarian to serve as the Inyo County Health and Human Services Substance Use Disorder Medical Director through December 31, 2020, in an amount not to exceed \$16,325, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

Beginning in November 2019, Inyo County allocated some grant funding to contract with Dr. Anne Goshgarian, a physician heavily involved in the Northern Inyo Healthcare District (NIHD) Rural Health Clinic Medication Assisted Treatment (MAT) program for opioid use disorder, to serve as the Inyo County Health and Human Services Substance Use Disorder (SUD) program Medical Director. The benefits of this relationship have included access to Dr. Goshgarian's expertise and guidance, greater coordination between Inyo County's SUD program and the NIHD MAT program, and SUD program compliance with State physician oversight requirements.

Originally our partnership with Dr. Goshgarian was to expire at the end of June, the original grant end date. Due to delays related to Coronavirus, the grant expenditure deadline was moved back to December 31, 2020 and HHS proposes to continue spending down the balance of grant funds to continue this important and beneficial partnership.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to ratify the new contract with Dr. Goshgarian. In that case, HHS would decide to either reallocate the remaining grant dollars to a new program to spend before December 31, 2020 or the grant dollars would revert to the funder, the County Medical Services Program (CMSP) in Sacramento.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

100% CMSP grant funds. this is paid out of Health (045100) from Professional Services (5265). No county general funds.

**ATTACHMENTS:**

1. Goshgarian Contract
2. Goshgarian Contract Attachment B
3. Goshgarian Business Associate Agreement

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 8/18/2020
Rhiannon Baker	Approved - 8/19/2020
Darcy Ellis	Approved - 8/19/2020
Marilyn Mann	Approved - 8/19/2020
Gail Zwier	Approved - 8/20/2020
Melissa Best-Baker	Approved - 8/20/2020
Sue Dishion	Approved - 8/20/2020
Marshall Rudolph	Approved - 8/20/2020
Amy Shepherd	Approved - 8/20/2020
Meaghan McCamman	Approved - 8/21/2020
Marilyn Mann	Final Approval - 8/24/2020



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_) per hour (hereinafter referred to as "hourly rate") for the services and work described in Attachment **A** which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_.

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

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

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

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
_____	Department
_____	Address
_____	City and State
Contractor:	
_____	Department
_____	Address
_____	City and State

**24. ENTIRE AGREEMENT.**

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

# #

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print Name

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

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

**SCOPE OF WORK:**



**ATTACHMENT B**

**AND** \_\_\_\_\_ **AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

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

**SEE ATTACHED INSURANCE PROVISIONS**

### **Attachment B - Insurance**

The County Medical Malpractice Memorandum of Coverage provides coverage for Medical Professional Services and Limited General Liability in amounts of at least \$1,500,000 per occurrence. For the term of this Agreement, Contractor will be covered under the County's Medical Malpractice coverage for services rendered on behalf of the County and/or at County facilities.

**COUNTY OF INYO**  
**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE**  
**AGREEMENT ( QSO/BA AGREEMENT)**  
**FOR SUBSTANCE USE DISORDER SERVICES**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Dr. Anne Goshgarian, an independent contractor, herein referred to as “Physician.”

This Agreement is effective as of November 1, 2019, (the “Agreement Effective Date.”)

HHS-BH and the Physician hereby enter into an agreement whereby the Physician agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Physician:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Physician (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Physician uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Physician enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Physician learns of a pattern or practice by the agent that is a material breach of the contract with the Physician, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
9. agrees to ensure that any agent, including a subcontractor, to whom the Physician provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH,

agrees to the same restrictions and conditions that apply through this Agreement to the Physician with respect to such information;

10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Physician on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Physician has violated any material term.
2. Upon termination of this Agreement for any reason, the Physician shall return or destroy all protected information received from HHS-BH, or created or received by the Physician on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Physician. The Physician shall retain no copies of the protected information.
3. In the event that the Physician determines that returning or destroying the protected information is infeasible, the Physician shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Physician shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Physician maintains the information.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

County of Inyo Health and Human Services  
Behavioral Health

Physician

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

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

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

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

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

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

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

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



# County of Inyo



## Public Works

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** September 1, 2020

**FROM:** Michael Errante

**SUBJECT:** Ordinance to amend various sections of Chapter 14.28 of the Inyo County Code related to Flood Damage

---

**RECOMMENDED ACTION:**

Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, of the County of Inyo, State of California, Amending certain sections of Chapter 14.28 of the Inyo County Code Related to Flood Damage Prevention."

**SUMMARY/JUSTIFICATION:**

At the August 25, 2020 Board of Supervisors meeting, your Board read the title and waived further reading of the proposed ordinance titled, "An ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending certain sections of Chapter 14.28 of the Inyo County Code related to Flood Damage Prevention," Also on August 25th, your Board scheduled this ordinance for enactment for 10:30 a.m. on Tuesday, September 1, 2020 in the Board of Supervisors Chambers, County Administrative Center, Independence.

This ordinance, therefore, comes to your Board for enactment on this day.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to enact this ordinance. However, this is not recommended. As detailed in the August 25th staff meeting and as discussed by Michael Errante at the August 25th Board of Supervisors meeting, this ordinance makes much needed updates to sections of Chapter 14.28 of the Inyo County Code related to Flood Damage Prevention.

**OTHER AGENCY INVOLVEMENT:**

Planning, Building and Safety, County Counsel and Environmental Health

**FINANCING:**

**ATTACHMENTS:**

1. Chapter 14.28 Update Ordinance

**APPROVALS:**

Cynthia Browning  
Darcy Ellis  
Cynthia Browning  
Michael Errante  
Grace Chuchla  
Michael Errante

Created/Initiated - 8/5/2020  
Approved - 8/6/2020  
Approved - 8/24/2020  
Approved - 8/24/2020  
Approved - 8/24/2020  
Final Approval - 8/24/2020

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
AMENDING CERTAIN SECTIONS OF CHAPTER 14.28 OF THE INYO COUNTY  
CODE RELATED TO FLOOD DAMAGE PREVENTION**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update various sections of Chapter 14.28 of the Inyo County Code related to flood damage prevention in order to incorporate edits suggested by the Federal Emergency Management Authority (“FEMA”).

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

**SECTION THREE. MODIFICATIONS TO CHAPTER 14.28.**

Chapter 14.28 is amended as shown in Exhibit A.

**SECTION FOUR. SEVERABILITY.**

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

**SECTION FIVE. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SIX. EFFECTIVE DATE.**



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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis,  
Assistant Clerk of the Board

# EXHIBIT A

## Chapter 14.28 – FLOOD DAMAGE PREVENTION

### Sections:

- 14.28.010 Authority.
- 14.28.020 Findings.
- 14.28.030 Purpose.
- 14.28.040 Methods of reducing flood losses.
- 14.28.050 Definitions.
- 14.28.060 Lands to which this chapter applies.
- 14.28.070 Basis for establishing the areas of special flood hazard.
- 14.28.080 Compliance.
- 14.28.090 Abrogation and greater restrictions.
- 14.28.100 Interpretation.
- 14.28.110 Warning and disclaimer of liability.
- 14.28.120 Severability.
- 14.28.130 Establishment of development permit.
- 14.28.140 Designation of the floodplain administrator.
- 14.28.150 Duties and responsibilities of the floodplain administrator.
- 14.28.160 Appeals.
- 14.28.170 Standards of construction.
- 14.28.180 Standards for utilities.
- 14.28.190 Standards for subdivisions.
- 14.28.200 Standards for manufactured homes.
- 14.28.210 Standards for recreational vehicles.
- 14.28.220 Floodways.
- 14.28.240 Flood-related erosion-prone area.
- 14.28.250 Nature of variances.
- 14.28.260 Appeal board.
- 14.28.270 Conditions for variances.

#### 14.28.010 Authority.

This chapter is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

#### 14.28.020 Findings.

- A. The flood hazard areas of Inyo County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities also contribute to the flood loss.

#### 14.28.030 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by establishing measures designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

#### **14.28.040 Methods of reducing flood losses.**

In order to accomplish its purposes, this chapter includes provisions designed to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

#### **14.28.050 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

As used in this chapter the following terms have the following meanings:

1. "Accessory use" means a use that is incidental and subordinate to the principal use of the parcel of land on which it is located.
2. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
3. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.
4. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
5. "Area of shallow flooding" means an area designated as Zone AO or AH on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
6. "Area of special flood hazard." See "Special flood hazard area."

7. "Area of special flood-related erosion hazard" is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the flood insurance rate map (FIRM).
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.
9. "Basement" means any area of the building having its floor subgrade, i.e. below ground level, on all sides.
10. "Building." See "Structure."
11. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
12. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
13. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 3, 1985.
14. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
15. "Flood, flooding, or floodwater" means:
  - A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e. mudflows); and
  - B. The condition resulting from flood-related erosion.
16. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
17. "Flood hazard boundary map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

"Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
18. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.
19. "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.
20. "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

21. "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.
22. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood, flooding, or floodwater."
23. "Floodplain administrator" is the individual appointed to administer and enforce the floodplain management regulations.
24. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
25. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof that provide standards for preventing and reducing flood loss and damage.
26. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood proofing.)
27. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway".
28. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.
29. "Fraud and victimization," as related to Section 14.28.270 (concerning variances), means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Inyo County board of supervisors will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
30. "Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
31. "Governing body" is the local governing unit, i.e. county or municipality, which is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
32. "Hardship," as related to Section 14.28.270 (concerning variances), of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The county requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot,

as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

33. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
34. "Historic structure" means any structure that is:
  - A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.
35. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
36. "Levee system" means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
37. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. See "Basement." An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
  - A. The wet flood-proofing standard in subsection (C)(3) of Section 14.28.170;
  - B. The anchoring standards in Section 14.28.170A;
  - C. The construction materials and methods standards in Section 14.28.170B; or
  - D. The standards for utilities in Section 14.28.180.
  - E. For residential structures, all subgrade-enclosed areas are prohibited as they are considered to be basements. See "Basement." This prohibition includes below-grade garages and storage areas.
38. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
39. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
40. "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in

recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

41. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.
42. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after September 3, 1985, and includes any subsequent improvements to such structures.
43. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 3<sup>rd</sup>, 1985.
44. "Obstruction" includes, but is not limited to: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
45. "One-hundred-year flood" or "100-year flood." See "Base flood."
46. "Public safety and nuisance" as related to Section 14.28.270 (concerning variances) means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
47. "Recreational vehicle" means a vehicle that is:
  - A. Built on a single chassis;
  - B. Four hundred square feet or less when measured at the largest horizontal projection;
  - C. Designed to be self-propelled or permanently towable by a light-duty truck; and
  - D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
48. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
49. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.
50. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
51. "Sheet flow area." See "Area of shallow flooding."
52. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or AH.
53. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction,



repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

54. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.
55. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
56. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
  - A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
  - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."
57. "Variance" means a grant of relief from the requirements of this ordinance, which permits construction in a manner that would otherwise be prohibited by this chapter.
58. "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.
59. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
60. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

#### **14.28.060 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the County of Inyo. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.070 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS) for the Unincorporated Areas of Inyo County effective December 3, 2020, with accompanying flood insurance

rate maps (FIRMs) effective December 3, 2020, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. The most current FIRM and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the board of supervisors by the floodplain administrator.

**14.28.080 Compliance.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered in the unincorporated part of Inyo County without full compliance with the term of this chapter and other applicable regulations. A violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the county from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 1076 § 2 (part), 2004.)

**14.28.090 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1076 § 2 (part), 2004.)

**14.28.100 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 1076 § 2 (part), 2004.)

**14.28.110 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the county or upon any officer or employee thereof, the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1076 § 2 (part), 2004.)

**14.28.120 Severability.**

This chapter and the various parts thereof are hereby declared to be severable; should any section of this chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, nor any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 1076 § 2 (part), 2004.)

**14.28.130 Establishment of development permit.**

A development permit shall be obtained before any construction or other development, including placement of manufactured homes, begins within any area of special flood hazard established in Section 14.28.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of

materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

- A. Site plan, including but not limited to:
  - 1. For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site, and
  - 2. Proposed locations of water supply, sanitary sewer, and utilities, and
  - 3. If available, the base flood elevation from the flood insurance study and/or flood insurance rate map, and
  - 4. If applicable, the location of the regulatory floodway; and
- B. Foundation design detail, including but not limited to:
  - 1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, and
  - 2. For a crawl-space foundation, location and total net area of foundation openings as required in subsection (C)(3) of Section 14.28.170 and FEMA Technical Bulletins 1-93 and 7-93, and
  - 3. For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent using the Standard Proctor Test method); and
- C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in subsection (C)(2) of Section 14.28.170 and FEMA Technical Bulletin TB 3-93; and
- D. All appropriate certifications listed in Section 14.28.150D; and
- E. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.140 Designation of the floodplain administrator.**

The director of the Inyo County department of public works is appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.150 Duties and responsibilities of the floodplain administrator.**

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following.

- A. Permit Review. Review all development permits to determine that:
  - 1. Permit requirements of this chapter have been satisfied;
  - 2. All other required state and federal permits have been obtained;
  - 3. The site is reasonably safe from flooding; and
  - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
- B. Review Use and Development of Other Base Flood Data.
  - 1. When base flood elevation data has not been provided in accordance with Section 14.28.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other

source, in order to administer Sections 14.28.170 through 14.28.240. Any such information shall be submitted to the board of supervisors for adoption; or

2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations” dated July 1995 in order to administer Sections 14.28.170 through 14.28.240:
  - a. Simplified method:
    - i. 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method, and
    - ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or
  - b. Detailed method:
    - i. 100-year or base flood discharge shall be obtained using the U.S. Army Corps of Engineers’ HEC-HMS computer program, and
    - ii. Base flood elevation shall be obtained using the U.S. Army Corps of Engineers’ HEC-RAS computer program.

C. Notification of Other Agencies.

1. In alteration or relocation of a watercourse:
  - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
  - b. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
  - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
2. Base flood elevation changes due to physical alterations:
  - a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
  - b. All LOMR’s for flood control projects are approved prior to the issuance of development permits. Development permits must not be issued based on Conditional Letters of Map Revision (CLOMR’s). Approved CLOMR’s allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed, the following:

1. The certification required by subsection (C)(1) of Section 14.28.170 and by Section 14.28.200 (lowest floor elevations);
2. The certification required by subsection (C)(2) of Section 14.28.170 (elevation or flood proofing of nonresidential structures);
3. The certification required by subsection (C)(3) of Section 14.28.170 (wet flood proofing standard);
4. The certification of elevation required by Section 14.28.190B (subdivision standards);
5. The certification required by Section 14.28.220A (floodway encroachments).

- E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 14.28.260 and 14.28.270.
- F. Remedial Action. Take action to remedy violations of the ordinance codified in this chapter as specified in Section 14.28.080. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.160 Appeals.**

The Inyo County board of supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.170 Standards of construction.**

In all areas of special flood hazards the following standards are required:

- A. Anchoring.
  - 1. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  - 2. All manufactured homes shall meet the elevation and anchoring standards of Section 14.28.200.
- B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:
  - 1. With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;
  - 2. Using methods and practices that minimize flood damage;
  - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if
  - 4. Within Zone AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
- C. Elevation and Flood-Proofing. (See Section 14.28.050 for definitions of “basement,” “lowest floor,” “new construction,” “substantial damage” and “substantial improvement”.)
  - 1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
    - a. In a Zone AO, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified. (The State of California recommends that in Zone AO without velocity, the lowest floor be elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two feet, or elevated at least four feet above the highest adjacent grade if no depth number is specified).
    - b. In a Zone A, elevated to or above the base flood elevation; said base flood elevation shall be determined by one of the methods in subsection B of Section 14.28.150. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation, as determined by the community.)

- c. In all other zones, elevated to or above the base flood elevation. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation.)
2. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.
3. Nonresidential construction, new or substantial improvement, shall either be elevated to conform with subsection (C)(1) of this section or together with attendant utility and sanitary facilities:
  - a. Be flood-proofed below the elevation recommended under subsection (C)(1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
  - c. Be certified by a registered professional engineer or architect that the standards of subsection (C)(2) of this section are satisfied. Such certification shall be provided to the floodplain administrator.
4. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:
  - a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
  - b. Be certified by a registered professional engineer or architect.
5. Manufactured homes shall also meet the standards in Section 14.28.200. (Ord. 1076 § 2 (part), 2004.)

**14.28.180 Standards for utilities.**

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
  1. Infiltration of flood waters into the systems; and
  2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding. (Ord. 1076 § 2 (part), 2004.)

**14.28.190 Standards for subdivisions and other proposed development.**

- A. All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is lesser, shall:
  1. Identify the special flood hazard area and the elevation of the base flood.

2. Provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 1076 § 2 (part), 2004.)

**14.28.200 Standards for manufactured homes.**

- A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s), on sites located:
  1. Outside of a manufactured home park or subdivision;
  2. In a new manufactured home park or subdivision;
  3. In an expansion to an existing manufactured home park or subdivision; or
  4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) that are not subject to the provisions of subsection A of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
  1. The lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation); or
  2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
- C. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 1076 § 2 (part), 2004.)

**14.28.210 Standards for recreational vehicles.**

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) will either:

- A. Be on the site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- B. Meet the permit requirements of Sections 14.28.130 through 14.28.160 and the elevation and anchoring requirements for manufactured homes in Section 14.28.200. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.220 Floodways.**

Located within areas of special flood hazard established in Section 14.28.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement, and other new development is prohibited unless certification by a registered professional engineer is provided demonstrating that the encroachments will not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If, with respect to any encroachment, the requirements of subsection A of this section are met, the new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 14.28.170 through 14.28.240. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.240 Flood-related erosion-prone area.**

- A. The floodplain administrator shall require permits for proposed construction and other development within all flood-related erosion-prone areas as known to the community.
- B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.
- C. If a proposed improvement is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvement shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard.
- D. Within Zone E on the flood insurance rate map, a setback is required for all new development from the ocean, lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard and erosion rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only. (Ord. 1076 § 2 (part), 2004.)

#### **14.28.250 Nature of variances.**

The variance criteria set forth in this section are based on the general principle of zoning laws that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the county board of supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level is so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 1076 § 2 (part), 2004.)



**14.28.260 Appeal board.**

- A. In passing upon requests for variances, the board of supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
  - 1. The danger that materials may be swept onto other lands to the injury of others;
  - 2. The danger of life and property due to flooding or erosion damage;
  - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
  - 4. The importance of the services provided by the proposed facility to the community;
  - 5. The necessity to the facility of a waterfront location, where applicable;
  - 6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - 7. The compatibility of the proposed use with existing and anticipated development;
  - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
  - 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
  - 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- B. Any applicant to whom a variance is granted shall be given written notice over the signature of the designated county official that:
  - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
  - 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Inyo County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- C. The floodplain administrator will maintain a record of all variance actions, including the justification for their issuance, and report such issued variances in the administrator's biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 1076 § 2 (part), 2004.)

**14.28.270 Conditions for variances.**

- A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the applicable procedures set forth in Sections 14.28.130 through 14.28.240 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Section 14.28.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a

minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the board of supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the board of supervisors believes will both provide relief and preserve the integrity of this chapter.

- E. Variances shall only be issued upon:
  - 1. A showing of good and sufficient cause;
  - 2. A determination that failure to grant the variance would result in exceptional hardship, as defined in Section 14.28.050, to the applicant; and
  - 3. A determination that the granting of a variance will not create or result in: increased flood heights, additional threats to public safety, extraordinary public expense, or a nuisance, as defined in Section 14.28.050 under “Public safety and nuisance,” nor cause fraud or victimization as defined in Section 14.28.050, of the public, nor conflict with existing local laws or ordinances.
- F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through E of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- G. Upon consideration of the factors in subsection A and the purposes of this chapter, the board of supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 1076 § 2 (part), 2004.)