

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

### August 2, 2022 - 8:30 A.M.

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)** (Comments may be time-limited.)

### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Inyo County v. Los Angeles Department of Water and Power*, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *California v. Noeldner, Inyo County*, No. ICSI-CVCV-2020-65576.
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: Water Director.
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Administrator.

6. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – 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 Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, 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.**

7. **PLEDGE OF ALLEGIANCE**
8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
9. **PUBLIC COMMENT** (*Comments may be time-limited*)
10. **COUNTY DEPARTMENT REPORTS**
11. **PROCLAMATION** - Request Board approve a proclamation declaring August 2022 as Child Support Awareness Month in Inyo County.

**CONSENT AGENDA** (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

12. **Agricultural Commissioner - ESWMA** - Request Board: A) declare Ford F450 truck, VIN 1FDXF47R88EB95204/Asset No. 8524, and Utility Bed as surplus; B) authorize Motor Pool to offer the vehicle for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of vehicle if it remains unsold after the Public Surplus process.
13. **County Administrator - Motor Pool** - Request Board authorize issuance of blanket purchase orders for vehicle maintenance and purchase of tires for Motor Pool, contingent upon the adoption of the Fiscal Year 2022-2023 Budget, to Bishop Automotive, \$90,000; and Mr. K's, \$40,000.
14. **County Administrator - Risk Management** - Request Board approve proposed Ordinance 1282, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 12.18.100 of the Inyo County Code Pertaining to Insurance Requirements."
15. **County Counsel** - Request Board approve proposed Ordinance 1283, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Section 18.78.350 of the Inyo County Code."
16. **Planning Department** - Request Board authorize the Chair to sign the Memorandum of Understanding between the Bureau of Land Management (BLM), and Inyo County regarding the National Environmental Protection Act process for the Southern California Edison Silver Peak Transmission project and the County Administrative Officer to sign the letter of acceptance to participate.

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

17. **County Counsel** - Request Board:
  - A) Consider and potentially approve proposed Resolution No. 2022-26 calling an election to present to the voters a proposed Ordinance amending Chapter 3.20 of the Inyo County Code to authorize collection of Transient Occupancy Tax on all short-term rental activities located within the unincorporated area of the County and ordering consolidation of said election with the consolidated general election called for November 8, 2022 (*4/5ths vote required*); and
  - B) Introduce and waive further reading of proposed Ordinance 1284, amending Chapter 3.20 of the Inyo County Code to authorize collection of a Transient Occupancy Tax on all short-term rental activities located within the unincorporated area of the County, subject to voter approval; and
  - C) Direct staff to amend the ordinance for adoption at the Board's next regularly-scheduled meeting after the November 8, 2022, election, or as soon thereafter as possible, if the Transient Occupancy Tax Equal Share Act is approved by a majority of the voters.
  
18. **County Counsel** - Request Board:
  - A) Waive further reading of proposed Ordinance 1285, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title VI of the Inyo County Code Related to Purchasing," and schedule enactment for August 9, 2022 in the Board of Supervisors Chambers, County Administrative Center, Independence; and
  - B) Approve Resolution No. 2022-27, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending the Inyo County Purchasing Policy," and authorize the Chairperson to sign.
  
19. **County Administrator - Emergency Services** - Request Board waive further reading of proposed Ordinance 1286 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Inyo County Code Section 18.78.190 and Adding Chapter 18.83 to the Inyo County Code to Permit the Habitation of Temporary Emergency Dwellings After a Disaster," and schedule enactment for August 9, 2022 in the Board of Supervisors Chambers, County Administrative Center, Independence.
  
20. **Public Works** - Request Board approve the license agreement between the County of Inyo and Skydive Yosemite DBA Skydive Mount Whitney of Mariposa, CA for the non-exclusive use of the Lone Pine/Death Valley Airport for conducting skydiving activities for the period of March 1, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
  
21. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of July 19, 2022.

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

- 11 A.M.**
22. **County Administrator** - Request Board approve the staff recommendation to negotiate a Memorandum of Understanding with the Sierra Business Council to operate the Small Business Resource Center at 269 N. Main St., Bishop and implement the SBRC Business Plan developed by AccompanyCo; and bring the MOU back to the Board for final approval.

- 11:30 A.M. 23. **Great Basin Unified Air Pollution Control District** - Request Board receive presentation on wildfire smoke monitoring from Great Basin Unified Air Pollution Control District.
- 1 P.M. 24. **Environmental Health** - Request Board: A) conduct workshop on Micro-Enterprise Home Kitchen Operations (MEHKO); and B) provide any follow-up direction to staff as necessary.

**CORRESPONDENCE - ACTION**

25. **Inyo Council for the Arts** - Request Board authorize closure of the Millpond Recreation Area to the public from 2 p.m. Thursday, September 15, 2022 through 12 p.m. Monday, September 19, 2022, to accommodate the 30th Annual Millpond Music Festival.

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

26. ***PUBLIC COMMENT*** (*Comments may be time-limited*)

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

27. **Auditor-Controller** - Actual count of money in the hands of the Treasurer made on July 20, 2022, in accordance with Section 2690 of Government Code.



# County of Inyo



## Child Support Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Eryn Clark

**SUBJECT:** August 2022 Child Support Awareness Month Proclamation

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**RECOMMENDED ACTION:**

**PROCLAMATION** - Request Board approve a proclamation declaring August 2022 as Child Support Awareness Month in Inyo County.

**SUMMARY/JUSTIFICATION:**

Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families. We recognize that families come in all shapes and sizes and that means one size does not fit all when it comes to the service and care required. The services available through California's child support program are as diverse as the people who use them. Child support professionals help both moms and dads attain the financial stability they need for the children they care for, and their payments help each other cover essential expenses. In reflection of our continued dedication to serving local families through our support program, the Eastern Sierra Child Support Services Agency respectfully requests that the Inyo Board of Supervisors adopt the following resolution.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

In 1995, August was federally declared Child Support Awareness month and in California, the Department of Child Support Services (DCSS) has delivered its own proclamation and theme every August since 2000. Through 47 local child support agencies, DCSS helps ALL parents and guardians navigate the child support process from beginning to end. This year DCSS's theme for Child Support Awareness Month is "One Size Does NOT Fit All," in recognition that California's families come in all shapes and sizes and with diverse service needs. This theme supports Eastern Sierra Child Support's Mission Statement: To serve each family with compassion and respect; to empower every family to be economically self-sufficient by building resilient families through a variety of services. Eastern Sierra Child Support recognizes that Inyo County families have unique needs, and we seek to be a collaborative partner through tailored child support services. To support this proclamation, our agency will be participating in a statewide advertising campaign to promote Child Support Awareness Month and One Size Does Not Fit All themes. We hope to continue to educate our community on the services we offer through targeted digital advertising, social media and outreach events.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

By not supporting this proclamation, it diminishes our objectives to educate and promote our program services to the public.

**OTHER AGENCY INVOLVEMENT:**

Mono County

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Child Support Awareness Month 2022 Proclamation

**APPROVALS:**

Eryn Clark	Created/Initiated - 7/7/2022
Amy Weurdig	Approved - 7/11/2022
Darcy Ellis	Approved - 7/12/2022
Keri Oney	Approved - 7/14/2022
John Vallejo	Final Approval - 7/21/2022



**PROCLAMATION  
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,  
STATE OF CALIFORNIA DECLARING AUGUST 2022 AS  
CHILD SUPPORT AWARENESS MONTH IN INYO COUNTY**



**WHEREAS**, the Eastern Sierra Child Support Services recognizes that families come in all shapes and sizes and means that one size does not fit all when it comes to service and care required; and,

**WHEREAS**, the California Child Support Services and local child support offices across the state take care to reflect the needs of each parent and make the process adaptable and collaborative; and,

**WHEREAS**, Eastern Sierra Child Support Services distributed over \$4.5M during FY 2021-2022 to 904 children and 1,045 local families; and

**WHEREAS**, children are our most valuable resource and consistent support helps them become healthy, productive and well-adjusted adults; and,

**WHEREAS**, Child Support Awareness Month recognizes the role of parental, emotional, financial and community service support in the wellbeing of our children; and,

**WHEREAS**, Child Support Professionals working for the Eastern Sierra Department of Child Support Services work day in and day out to improve the quality of life of children and families through timely, accurate, and responsive child support services; and,

**WHEREAS**, Eastern Sierra Department of Child Support serving Inyo and Mono counties, actively seeks to provide Family-Centered Services through partnerships with other County and State agencies, to establish and collect consistent child support payments to families.

**NOW THEREFORE LET IT BE RESOLVED** this 2<sup>nd</sup> day of August 2022 that the Board of Supervisors proclaims August 2022 as "Child Support Awareness Month" in Inyo County.

*Attest: LESLIE L. CHAPMAN*  
Clerk of the Board

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Chairperson

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



# County of Inyo



## Agricultural Commissioner - ESWMA

### CONSENT - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Nathan Reade

**SUBJECT:** Disposal of Surplus 2008 Ford F450

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**RECOMMENDED ACTION:**

Request Board: A) declare Ford F450 truck, VIN 1FDXF47R88EB95204/Asset No. 8524, and Utility Bed as surplus; B) authorize Motor Pool to offer the vehicle for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of vehicle if it remains unsold after the Public Surplus process.

**SUMMARY/JUSTIFICATION:**

The ESWMA is downsizing its fleet, due to decreased department needs, and the increasing maintenance cost of aging vehicles.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could use the sealed bid process to sell this vehicle. This alternative is not recommended because it is time-consuming and does not maximize cost recovery.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Janice Jackson	Created/Initiated - 7/15/2022
Janice Jackson	Approved - 7/15/2022
Darcy Ellis	Approved - 7/15/2022
Janice Jackson	Approved - 7/15/2022
Keri Oney	Approved - 7/18/2022



John Vallejo  
Amy Shepherd

Approved - 7/18/2022  
Final Approval - 7/27/2022



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Miquela Beall

**SUBJECT:** Authorization to Issue Blanket Purchase Orders for Vehicle Maintenance, Parts and Tires

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**RECOMMENDED ACTION:**

Request Board authorize issuance of blanket purchase orders for vehicle maintenance and purchase of tires for Motor Pool, contingent upon the adoption of the Fiscal Year 2022-2023 Budget, to Bishop Automotive, \$90,000; and Mr. K's, \$40,000.

**SUMMARY/JUSTIFICATION:**

The Motor Pool Department utilizes outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet. Having the requested purchase orders will allow expedited repairs to be made and payments to be processed in a timely manner. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the Inyo County Purchasing Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual transactions would be used. The net effect will result in a delay every time a motor pool vehicle requires service.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

Included in the fiscal year 2022-2023 budgets for the Motor Pool, object codes 5171 and 5173.

**ATTACHMENTS:**

**APPROVALS:**

Cindy Reeves

Created/Initiated - 6/27/2022

Darcy Ellis  
Miquela Beall  
John Vallejo  
Amy Shepherd  
Leslie Chapman

Approved - 6/27/2022  
Approved - 6/27/2022  
Approved - 6/27/2022  
Approved - 7/13/2022  
Final Approval - 7/13/2022



# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Aaron Holmberg

**SUBJECT:** Proposed Update to County Code Section 12.18.100

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#### RECOMMENDED ACTION:

Request Board approve proposed Ordinance 1282, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 12.18.100 of the Inyo County Code Pertaining to Insurance Requirements."

#### SUMMARY/JUSTIFICATION:

Risk Management requests changes to section 12.18.100 for these reasons: (1) to simplify the language in the Code section for ease of compliance and understanding; (2) to provide a reference to a framework for persons or businesses wishing to borrow county spaces/facilities; (3) to remove outdated insurance-related language that has since been moved to an application/permit form that Risk updates on behalf of departments that supervise locations available for short term use; and (4) to provide more clarity as to the discretion that the Risk Manager has in setting insurance requirements for a given event, as different events pose vastly different risk levels. There is no expectation of an increase in the percentage of applicants being required to obtain insurance.

1. The current version of section 12.18.100 has three sections and 248 words. Some sentences may be difficult to follow. The language includes insurance language that may require explanation. The codified restrictions do not provide for modification or reassessment. The proposed version has one section, two sentences, and 45 simple and everyday words. The proposed language defers to the Risk Manager for the details, thus assuring some flexibility when applicable and appropriate.
2. The current version makes no mention of a framework or process. The proposed language includes a reference to "the application forms." As the process may be modified over time, it is not recommended to include current details of a process in the County Code. Risk suggests that including a reference to application forms in 12.18.100 is sufficient to educate interested parties that a framework exists.
3. If complete insurance requirements were to be in 12.18.100, as the title may suggest, then most of the current language is inadequate. It is hard to follow, hard to update, and lacks flexibility. The current language is generalized but does not provide a mechanism for customization by the risk manager other than for coverage levels. Based on your Risk Manager's experience with Inyo County special events since December 2018, the current language places restrictions that are not always possible or applicable. The current language includes time limits and insurer ratings that are less than helpful to County employees who work hard to help people and businesses utilize county locations. Also, Risk Management may update insurance and indemnification language,

based on case law, best practice, and other factors, for contracts and permits periodically.

Since 2019, Risk Management, in partnership with departments that supervise locations available for short-term public use, has implemented an application/permit form and process with great success. The form contains clear directions for the applicant. The form contains information the applicant should know in advance regarding rules, costs, indemnification, and, if applicable, insurance requirements. Once completed, the brief form also provides Risk and the Department with the information needed to assess and approve the request. The form is easily updated and customized by Risk without the need to update the County Code.

4. Finally, the posture in the current 12.18.100 asserts a need for insurance only if the risk manager says so. Though departments direct applicants to the application/permit form with reference to 12.18.100, the current 12.18.100 is unclear and confusing. Therefore, it is perhaps technically unclear at what time a requirement of insurance would occur, thus triggering a requirement for an applicant to produce documentation or comply with contacting the risk manager. The proposed posture flips the default and asserts a need for insurance unless the risk manager grants otherwise. This change, should you choose to adopt it, will ensure that applicants, per County Code 12.18.100 and departmental processes, sign an application form that contains indemnification language along with all other necessary details. For your information, the application/permit forms contact an insurance waiver request with details as to when such a waiver might be accepted. The form is just short of three pages. Sporting events require additional documentation.

In order to avoid unpleasant surprises for permittees regarding insurance, the proposed version of section 12.10.100 also requires that the Risk Manager include information regarding the most current insurance requirements on the application form for special events and facility use permits. The Risk Manager will be responsible for keeping these forms up to date, and will be able to modify these forms to reflect current best practices for insurance without having to repeatedly undertake the lengthy county code modification process.

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

In practice, the process and insurance requirements for short term borrowing of county facilities may have been unnecessarily unclear. The current 12.18.100 does not reference a process. The current version also specifies insurance requirements that may require general changes now and periodic changes going forward. Insurance requirements may also require custom changes per event based on dates and activities held. Risk would like to assist interested parties by making 12.18.100 more clear and less wordy by shortening the code section considerably and referring to an application form that would be routinely updated.

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

Your Board could decline to update 12.18.100, or the Board could propose alternative language. Risk Management does not recommend these alternatives, as the current language appears out of date, unnecessarily wordy, and insufficient.

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

#### **FINANCING:**

There is no expected budgetary impact under this proposed update. There is no indication that the update would affect the volume of special event requests, so we also do not anticipate a revenue change.

#### **ATTACHMENTS:**

1. Ordinance Amending Section 12.18.100

#### **APPROVALS:**

Darcy Ellis

Created/Initiated - 7/21/2022

Darcy Ellis  
John Vallejo  
Aaron Holmberg

Approved - 7/21/2022  
Approved - 7/21/2022  
Final Approval - 7/21/2022

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 12.18.100 OF THE INYO COUNTY CODE PERTAINING TO INSURANCE REQUIREMENTS**

**WHEREAS**, Chapter 12.18 of the Inyo County Code sets forth requirements applicable to exclusive use of County community buildings, grounds, campgrounds, and parks or portions thereof by a person or group for limited periods of time, upon issuance of a use permit and payment of designated fees, subject to specified rules and regulations; and

**WHEREAS**, the Board wishes to modify certain details of the insurance requirements applicable to such usage, as set forth in Section 12.18.100 of the Inyo County Code;

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Section 12.18.100 of the Inyo County Code is amended in its entirety to read as follows:

All permittees must procure insurance to the satisfaction of the Risk Manager, unless a waiver is granted by the Risk Manager. The Risk Manager shall include details about the required levels of insurance coverage on the application forms for special events and facility use permits.

**SECTION II: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2022.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**

Leslie Chapman  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant





# County of Inyo



## County Counsel

### CONSENT - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Grace Chuchla

**SUBJECT:** Mobile Home Foundation Ordinance

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**RECOMMENDED ACTION:**

Request Board approve proposed Ordinance 1283, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Section 18.78.350 of the Inyo County Code."

**SUMMARY/JUSTIFICATION:**

On July 19, 2022, your Board voted to waive the first reading of this ordinance and schedule it for enactment on August 2, 2022. This ordinance is therefore coming to your Board for enactment today.

**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 this ordinance may help open up more housing options in Inyo County is arguably required by state law.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Ordinance Repealing Section 18.78.350

**APPROVALS:**

Grace Chuchla

Darcy Ellis

John Vallejo

Cathreen Richards

Michael Errante

David Stottlemire

Created/Initiated - 7/19/2022

Approved - 7/19/2022

Approved - 7/19/2022

Approved - 7/20/2022

Approved - 7/20/2022

Final Approval - 7/21/2022

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
REPEALING SECTION 18.78.350 OF THE INYO COUNTY CODE**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update Section 18.78.350 of the Inyo County Code to remove requirements regarding mobile home foundations that are noncompliant with state law.

**SECTION TWO. MODIFICATIONS TO SECTION 18.78.350.**

Section 18.78.350 of the Inyo County Code is hereby amended to remove section 18.78.350(A). Specifically, section 18.78.350 is amended as follows:

18.78.350 Design review approval for mobile homes.

Prior to the issuance of any building permits for the installation of a mobile home or for any structural addition to an existing mobile home in any residential zone which requires compliance with this section and is not subject to the MH (mobile home) overlay zone, a plot plan and architectural elevations drawn to scale with sufficient detailing of exterior materials shall be submitted to the planning director for review and approval. In approving the plans, the planning director shall insure that the mobile home or structural addition complies with the following minimum standards to ensure architectural compatibility with other residential structures in the area:

- A. The mobile home shall comply with all requirements of Chapter 14.12 of this code, the mobile home code;
- B. The mobile home shall have a minimum 3:12 pitch roof and a minimum eaves overhang of twelve inches. A six-inch minimum width fascia board shall run along the top of all roof gables;
- C. Roof materials shall consist of either composite shingles, pressure-treated wood shake shingles, clay tile, or an equivalent material as determined by the planning director;
- D. Siding materials of all exposed facades shall consist of a textured material such as stucco, brick or wood or an equivalent material as determined by the planning director.

**SECTION THREE. 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 FOUR. 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 FIVE. 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 July 2022, by the following vote:

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

\_\_\_\_\_  
DAN TOTTEROH, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

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



# County of Inyo

## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Silver Peak

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#### **RECOMMENDED ACTION:**

Request Board authorize the Chair to sign the Memorandum of Understanding between the Bureau of Land Management (BLM), and Inyo County regarding the National Environmental Protection Act process for the Southern California Edison Silver Peak Transmission project and the County Administrative Officer to sign the letter of acceptance to participate.

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

The Bureau of Land Management (BLM) is beginning the preparation of an environmental document, an Environmental Impact Statement (EIS) or an Environmental Assessment (EA) pursuant to the National Environmental Policy Act (NEPA) for the Control-Silver Peak (CSP) Project which is part of a larger Transmission Line Rating Remediation (TLRR) program (refer to Attachment 1). BLM has invited the County to be a cooperating agency for the EIS/EA in a letter dated June 14, 2002 2022. Since Inyo County has a history of being a cooperating agency and highly involved in the projects of Federal land managers in the county, staff prepared a letter of acceptance to the invitation (refer to Attachment 2).

The CSP Project includes five segments of transmission line crossing federal lands managed by the BLM and National Forest Systems land, Inyo County, the City of Bishop and Mono County. The Project work includes replacement of existing pole structures, installation of new conductors and overhead ground wire in order to meet current reliability standards. As proposed, there is no additional capacity being added to the lines. BLM is serving as the lead agency for conducting the NEPA analysis.

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

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

The Board could not enter into the MOU, and instead direct staff to monitor plan development and provide input into the NEPA public comment process. This is not recommended as cooperating agency status provides greater opportunities to influence Project development than through the NEPA public comment process.

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

**FINANCING:**

Resources from the general fund are utilized to monitor federal activities.

**ATTACHMENTS:**

1. Control-Silver Peak Project Intro
2. Letter Requesting Cooperating Agency Status
3. Cooperating Agency Memorandum of Understanding

**APPROVALS:**

Cathreen Richards  
John Vallejo  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 7/21/2022  
Approved - 7/28/2022  
Approved - 7/28/2022  
Final Approval - 7/28/2022

**TLRR Projects Overview**

The Control-Silver Peak (CSP) Project is part of Southern California Edison's (SCE) Transmission Line Rating Remediation (TLRR) Program, crossing lands managed by the Bureau of Land Management (BLM) and the Forest Service (FS). SCE has submitted a right-of-way (ROW) application to BLM and the FS for the project to rebuild existing transmission lines that do not meet current reliability standards established by the California Public Utilities Commission's (CPUC) General Order 95 and North American Electric Reliability Corporation facility ratings.

**Control-Silver Peak Project Participants**

The BLM California Desert District Office is serving as lead agency for conducting the National Environmental Policy Act (NEPA) analysis for the CSP Project. The Inyo National Forest is serving as a Cooperating Agency. A contracting team, composed of North Wind Resource Consulting, LLC, Burns & McDonnell, and Galileo Project, LLC, will assist the BLM.

Cooperating Agencies have jurisdiction by law or special expertise to offer in the analysis process. The BLM will invite federal agencies, states, and counties to participate as Cooperating Agencies. The BLM will offer government-to-government consultation to Native American Tribes pursuant to Executive Order 13175 and other policies. The BLM will consult with appropriate agencies as required by Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act, as well as other entities as required by law and regulation. The BLM will work with the CPUC throughout the process, though the BLM will conduct a separate environmental analysis from the CPUC.

**Control-Silver Peak Project Overview**

The 60.6-mile-long CSP Project is subdivided into five segments (see Figure 1), along two existing 55 kilovolt (kV) sub transmission lines and six substations and metering stations associated with those lines. Work would occur within new and existing ROWs, existing easements, SCE fee-owned property, and public ROWs. Work would include installing new conductors and optical ground wire, rehabilitating 58 miles of existing access roads, creating new access roads, creating staging and work areas, and removing vegetation. The proposed project consists of the following:

**Elements Common to All Segments**

- Transfer existing conductor to new poles or remove the existing conductor and install new conductor on the remaining and new poles as applicable.
- Retain distribution on some poles, lower distribution circuitry on others, or transfer distribution circuitry to replacement poles as applicable.
- Install approximately 42 miles of optical ground wire (OPGW) and/or fiber optic cable overhead on new and existing structures as applicable.
- Install system protection and telecommunications-associated equipment at existing substations and metering stations.
- Make minor modifications to existing substations to accommodate new OPGW, install new breakers, and replace existing conductors. No new substations would be built.
- Rehabilitate and grade approximately 58 of 61 miles of existing roads as needed, trim vegetation and lay mats for an estimated 7.5 miles of overland travel and develop an undetermined length of temporary access roads.

### Subtransmission Pole Replacements

- No poles or structures will be installed or replaced across the 3.3 miles of Segment 1 or the 16 miles of Segment 4.
- Remove existing wood subtransmission poles and H-frames and replace existing with tubular steel, ductile iron, or lightweight steel poles or H-frames as applicable across Segments 2, 3, and 5.
- Replace approximately 49 poles across two existing, single-circuit lines with 25, single-circuit pole lines across 1.3 linear miles of Segment 2.
- Replace about 1,508 poles across two existing single-circuit pole lines with approximately 689 new, double-circuit poles and 8 new single-circuit poles across the 37.3 linear miles of Segment 3.
- Replace approximately 8 single-circuit poles with 8 new single-circuit poles across the 2.4 linear miles of Segment 5.

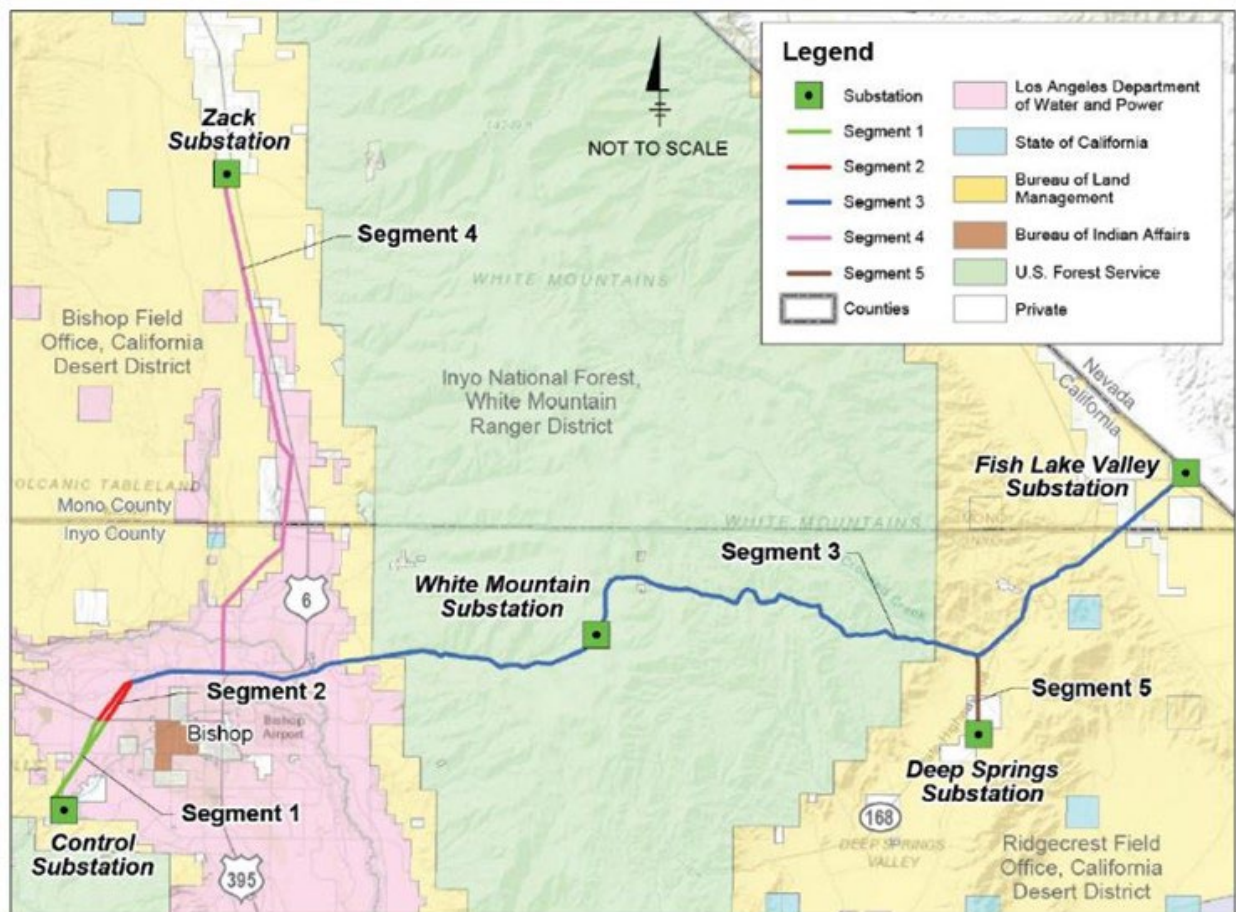


Figure 1. Control-Silver Peak Project Segments

Key construction components for all segments would include:

- Staging yards 1 – 10 acres in size.
- Work areas at each pole site ranging from  $\frac{1}{4}$  to  $\frac{1}{2}$  acre.
- Access roads, using existing roads where possible. New spur roads may be constructed.
- Vegetation removal, as needed.
- Helicopter use where site conditions and topography preclude other means of access.
- Construction personnel, approximately 100 on a given day.

The following jurisdictions would be crossed by the CSP Project:

- BLM Central California District Office (Bishop Field Office)
- BLM California Desert District Office (Ridgecrest Field Office)
- Inyo County (CA)
- Mono County (CA)
- Inyo National Forest (White Mountain Ranger District)
- Los Angeles Department of Water and Power

### **CSP Project Status**

SCE paused the CSP Project in May 2020 to review their Plan of Development (POD). The first version of the POD was submitted for agency review in September 2021. A revised POD incorporating agency comments was provided in April 2022. The BLM and the FS are working to determine if the CSP Project will be analyzed with an Environmental Assessment or Environmental Impact Statement. The agencies have initiated Section 106 consultation and are continuing outreach to potential Cooperating Agencies. SCE is committed to undertaking all reasonable efforts to correct discrepancies on the CSP Project 55 kV subtransmission lines prior to December 31, 2025.

### **CSP Preliminary Project Schedule/Milestones (Subject to Change)**

- SCE submits revised application – August 13, 2021
- SCE submits Plan of Development – September 14, 2021
- SCE submits revised Plan of Development – April 19, 2022
- SCE submits Biological Evaluation – April 20, 2022
- Notice of Intent published – TBD
- Draft Environmental Impact Statement/Environmental Assessment Notice of Availability – TBD
- Final Environmental Impact Statement/Environmental Assessment Notice of Availability – TBD
- Record of Decision/Decision Notice and Finding of No Significant Impact – TBD

### **For More Information**

BLM: Joan Patrovsky, Project Manager, California Desert District, [jpatrovs@blm.gov](mailto:jpatrovs@blm.gov); 951-214-1775

FS: Sheila Irons, Deputy Project Manager, Inyo National Forest, [sheila.iron@usda.gov](mailto:sheila.iron@usda.gov); 760-965-9609

BLM Project website: TBD

FS Project website: TBD





# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)



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August 2, 2022

Joan Patrovsky  
Project Manager  
BLM California Desert District  
[jpatrovs@blm.gov](mailto:jpatrovs@blm.gov)

Ms. Patrovsky,

On behalf of Inyo County, I would like to thank the Bureau of Land Management for the invitation to be a cooperating agency on the Control-Silver Peak Project, Environmental Analysis, and enthusiastically accept it.

The County has much expertise on land use, visual resources and public sentiment regarding transmission issues within our jurisdictional boundaries. The County also has full authority in implementing its General Plan. The General Plan is the constitution for land use issues in the County and as such, we have unparalleled day to day experience in applying its policies. Inyo County also completed a renewable energy general plan amendment in 2015, in which policies were evaluated and adopted regarding transmission issues and potential future projects.

All county projects are vetted through a public process and our familiarity with our communities could be of great benefit during the development of the Control-Silver Peak Project, Environmental Analysis, in both knowledge of opinion trends and venues for public meetings. Inyo County's citizens are quite active in land use issues and are sensitive to any potential impacts to visual resources, especially with regard to our tourist based economy.

The County's representatives for this project will be:

Cathreen Richards, Planning Director  
[crichards@inyocounty.us](mailto:crichards@inyocounty.us) and back up representative:

Danielle Visuaño, Assistant Planner.  
[dvisuano@inyocounty.us](mailto:dvisuano@inyocounty.us)

Thank you again for the invitation to participate in the Control-Silver Peak Project, Environmental Analysis, as a cooperating agency. We look forward to working with the Bureau of Land Management.

Respectfully,

Leslie Chapman, County Administrative Officer

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CALIFORNIA DESERT DISTRICT OFFICE

AND

INYO COUNTY, CALIFORNIA

REGARDING

TRANSMISSION LINE RATING REMEDIATION PROJECT:

CONTROL-SILVER PEAK

## **I. Introduction**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's California Desert District Office (BLM) and Inyo County, California (Cooperating Agency or Cooperator) for the purpose of preparing the environmental document for the Control-Silver Peak (CSP) Project which is part of a larger Transmission Line Rating Remediation (TLRR) program. The BLM will be the lead federal agency for the environmental analysis to comply with the National Environmental Policy Act (NEPA) and is currently assessing the need for an environmental impact statement (EIS) or environmental assessment (EA). The BLM acknowledges that the Cooperating Agency has jurisdiction by law and/or special expertise applicable to the CSP TLRR EIS effort, as defined at 40 CFR 1501.8 and 1508.1. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's NEPA regulations (in particular, 40 CFR §1501.8), the Federal Land Policy Management Act (FLPMA) (43 CFR §1761 et seq.), the BLM's planning regulations (in particular, 43 CFR §1601.0-5, §1610.3-1, and §1610.4), and the Department of the Interior Manual (516 DM 2.5).

## **II. Purpose**

The purposes of this MOU are:

- A.** To designate Cooperating Agency status in the CSP TLRR EIS/EA process.
- B.** To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the CSP TLRR EIS/EA in a timely, efficient, and thorough manner.
- C.** To recognize that the BLM is the lead agency with responsibility for the completion of the CSP TLRR EIS/EA and the NEPA decision document.
- D.** To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E.** To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

## **III. Authorities for the MOU**

- A.** The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1.** National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  - 2.** Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

- B.** Regulations implementing the above authorities:
  - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  - 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C.** The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
  - 1. California Environmental Quality Act – Guidelines 15222 and 15226
  - 2. California Government 23004

#### **IV. Roles and Responsibilities**

##### **A. BLM Responsibilities:**

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS/EA, the Final EIS/EA, any supplemental documents, and the decision document. The BLM's responsibilities include determining the purpose of and need for the EIS, identifying issues for analysis, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a decision document.
- 2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS/EA process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
- 3. To the fullest extent practicable the BLM will provide the Cooperator with advance copies of documents underlying the EIS/EA relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EIS/EA.

##### **B. Cooperating Agency Responsibilities:**

- 1. Inyo County is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject matters for which it has statutory responsibility including but not limited to:
  - a. Inyo County General Plan
  - b. Inyo County Zoning Code
  - c. California Environmental Quality Act

2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS/EA, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:
  - a. General Plan Policy and Administration
  - b. Transmission/Energy Planning
  - c. Visual Resource Planning
  - d. Public Outreach
3. Other such additional information that is relevant to planning issues or data needs.
4. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A (“Cooperating Agency Participation in the CSP TLRR EIS/EA”). These activities include but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, providing data, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS/EA and supporting documents. (See also Section C.4.)
5. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the Core Team and/or Interdisciplinary Team (ID team).

**C. Responsibilities of the Parties:**

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the CSP TLRR EIS/EA, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation as a Cooperating Agency does not negate the Cooperator’s right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperators ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
2. The Parties will make best effort to comply with the schedule provided as Attachment B (“Schedule”), which includes dates for CSP TLRR EIS/EA milestones and timeframes for Cooperator’s reviews and submissions.
3. Each Party agrees to fund its own expenses associated with CSP TLRR EIS/EA process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide financial assistance to the BLM to complete tasks associated with the CSP TLRR EIS/EA.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

## V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the CSP TLRR EIS/EA. Questions regarding potential conflicts of interest should be referred to BLM Washington Office or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the CSP TLRR EIS/EA (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the Draft CSP TLRR EIS/EA. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The Cooperator shall ensure their contractors adhere to the same level of confidentiality.
  - 1. The BLM acknowledges that the Cooperator is subject to the California Public Records Act. The BLM may withhold from the Cooperator those documents that would otherwise be available for public release under the California Public Records Act if those documents are otherwise exempt from disclosure under a specific provision of FOIA.
- G. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the CSP TLRR EIS/EA and decision document.

1. Facilitation. The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary. The parties will split the cost of facilitation equally.

H. Coordination with the BLM's Contractor. BLM's Contractor team, which includes North Wind Resource Consulting (Lead), Burns & McDonnell, and Galileo Project, LLC, serves as the BLM's Contractors for public involvement, data collection, environmental analysis, and CSP TLRR EIS/EA preparation. Cooperator may communicate with the Contractor through BLM's representative, provide information and comments directly to the Contractor, or collaborate with Contractor's technical staff and subcontractors on matters within the Cooperator's special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with the Contractor and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

**VI. Agency Representatives**

Each Party will designate a representative and alternate representative, as described in Attachment C ("Agency Representatives"), to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing prior written notice to the other Party.

**VII. Administration of the MOU**

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. If not terminated earlier, this MOU will end when the decision document for the CSP TLRR EIS/EA is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing 30-days written notice to the other Party. During this period, the parties will enter negotiations to resolve the disagreement(s). If the disagreement(s) are unresolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request termination be postponed for an additional 30-day period.

**VIII. Signatures**

The Parties hereto have executed this MOU on the dates shown below.

INYO COUNTY, CALIFORNIA, by and through:

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Date

BUREAU OF LAND MANAGEMENT, by and through:

\_\_\_\_\_  
Michelle Lynch  
California Desert District Office Manager

\_\_\_\_\_  
Date

DRAFT



## Attachment A

### Cooperating Agency Participation in the CSP TLRR EIS/EA

	CSP TLRR EIS/EA	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on Cooperator's plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the Cooperator's expertise.
4	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. <b>Decision to select alternatives for analysis is reserved to the BLM.</b>
5	Estimate effects of alternatives	Provide effects analysis within the Cooperator's expertise; identify direct, indirect, and cumulative effects within the Cooperator's expertise; suggest mitigation measures for adverse effects.
6	Select the preferred alternative; issue Draft CSP TLRR EIS/EA	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. The Cooperators may provide written, public comments on draft if desired. <b>Decision to select a preferred alternative and to issue a draft is reserved to the BLM.</b>
7	Respond to comments	As appropriate, review comments within the Cooperator's expertise and provide assistance in preparing BLM's responses.
7a	Issue Proposed Final EIS/EA	<b>Action reserved to BLM.</b>
7b	Initiate Governor's Consistency Review	Once initiated by the BLM, state Cooperator's should contribute to the Governor's Consistency Review, if required.
8	Sign decision document	<b>Action reserved to the BLM.</b>
8a	Resolve protests; modify Proposed Final EIS/EA if needed; sign decision document	<b>Action reserved to the BLM.</b> A Cooperator that has provided information relevant to a protest may be asked for clarification.

**Attachment B**  
**Schedule**

Task	Responsibility	Dates
Scoping Period	Core Team, Cooperators	Four to Six weeks' notice prior to review timeframes (Project Milestone Dates will be added once they are adjusted)
Alternatives Development	Core Team, Cooperators	
Preparation of Draft EIS/EA	Core Team, Cooperators	
Draft EIS/EA Public Comment Period	Cooperators, Core Team	
Review of Proposed Changes to Final EIS/EA	Cooperators, Core Team	
Preparation of Final EIS/EA	Core Team	
Final EIS/EA Public Availability Period	Cooperators	

DRAFT

**Attachment C**  
**Agency Representatives**

**Bureau of Land Management**

Primary Representative: Joan Patrovsky  
Project Manager  
BLM California Desert District  
Phone: 951-214-1775  
Email: [jpatrovs@blm.gov](mailto:jpatrovs@blm.gov)

Backup Representative: Brandon Anderson  
Asst. District Manager, Project Support  
BLM California Desert District  
Phone: 760-833-7105  
Email: [bganderson@blm.gov](mailto:bganderson@blm.gov)

**Inyo County, California**

Primary Representative: Danielle Visuaño  
Associate Planner  
Inyo County, CA  
Phone: 760-878-0268  
Email: [dvisuano@inyocounty.us](mailto:dvisuano@inyocounty.us)

Backup Representative: Cathreen Richards  
Director of Planning  
Inyo County, CA  
Phone: 760-878-0447  
Email: [crichards@inyocounty.us](mailto:crichards@inyocounty.us)



# County of Inyo



## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Christian Milovich

**SUBJECT:** The Transient Occupancy Tax Equal Share Act

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#### RECOMMENDED ACTION:

Request Board:

- A) Consider and potentially approve proposed Resolution No. 2022-26 calling an election to present to the voters a proposed Ordinance amending Chapter 3.20 of the Inyo County Code to authorize collection of Transient Occupancy Tax on all short-term rental activities located within the unincorporated area of the County and ordering consolidation of said election with the consolidated general election called for November 8, 2022 (*4/5ths vote required*); and
- B) Introduce and waive further reading of proposed Ordinance 1284, amending Chapter 3.20 of the Inyo County Code to authorize collection of a Transient Occupancy Tax on all short-term rental activities located within the unincorporated area of the County, subject to voter approval; and
- C) Direct staff to agendize the ordinance for adoption at the Board's next regularly-scheduled meeting after the November 8, 2022, election, or as soon thereafter as possible, if the Transient Occupancy Tax Equal Share Act is approved by a majority of the voters.

#### SUMMARY/JUSTIFICATION:

Pursuant to Revenue and Taxation Code section 7280, Transient Occupancy Tax (TOT) is charged as a percentage of a room rate to persons who occupy a hotel, motel, inn, short-term rental, or other form of transient lodging for thirty (30) days or less. The lodging operator collects the tax from the lodger and remits it to the County. The TOT is typically a General Fund revenue that has been used to fund city and county services throughout California; it is not a property tax or a tax on Inyo County residents who are not hotel or lodging guests.

Inyo County Code Chapter 3.20 currently imposes TOT on "hotels" and other short-term lodging facilities, as defined in the Code, at a rate of 12% of the rate charged by the lodging operator, but does not charge any such tax on the operators of campgrounds or RV Parks. The imposition of TOT on hotels but not on campgrounds and RV parks creates an inequity among short-term rental operators and an unfair competitive advantage for those short-term lodging facilities not subject to the tax. Compared to those staying in hotels and short-term rentals, those utilizing campgrounds and RV parks during their visit to Inyo County have substantially the same impact, if not more, on scarce public resources and infrastructure without making the same contribution toward the maintenance of those public resources and infrastructure.

Staff recently held a series of community meetings to gauge support regarding increasing or expanding the

County's TOT. Details on the public's input were presented to your Board during the July 19th Board of Supervisor's meeting. Following the July 19th presentation, your Board directed staff to return with a resolution submitting a ballot measure to the voters for a general tax. Since the ballot measure proposes a tax, the electorate must approve the measure before the tax can be implemented. In other words, adopting the proposed resolution simply allows voters to decide on this issue. A general tax measure requires a simple majority vote of the electorate voting at the election to pass. But pursuant to Elections Code Section 53724, the proposed resolution calling the election must be approved by a 2/3rds vote of your Board, which equates to a 4/5ths vote requirement.

Although the ballot measure language proposed to your Board today does not dedicate any TOT funding to a specific purpose (e.g., emergency response or tourism promotion), your Board retains the discretion to dedicate any such funding to a specific purpose during the annual budgeting process. If any part of the TOT is expressly and unalterably dedicated to a specific purpose as part of the tax approved by the voters, the tax is a special tax that requires a 2/3 vote of the electorate, but only a simple majority of your Board is required to call the election in that instance.

**Ballot Question:**

The proposed ballot question is: Shall the Transient Occupancy Tax Equal Share Act , which will authorize ongoing collection of a Transient Occupancy Tax on all short-term rental activities within the unincorporated area of the County at the same rate of twelve percent of the rent charged by the operator as currently collected by hotels and short term rentals, estimated to raise an additional \$135,000 annually, be adopted?

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Following a July 19<sup>th</sup> presentation by staff on County Transient Occupancy Tax, your Board directed staff to return with a resolution submitting a ballot measure to the voters to expand the County's TOT to cover campgrounds and RV parks.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Denial of the resolution and ordinance will result in no change to current TOT tax ordinance and no ballot measure.

**OTHER AGENCY INVOLVEMENT:**

CAO, Treasure-Tax Collector, Auditor Controller

**FINANCING:**

TBC

**ATTACHMENTS:**

1. Resolution Adding TOT Measure to Ballot
2. Transient Occupancy Tax Equal Share Act (Ordinance)

**APPROVALS:**

Christian Milovich	Created/Initiated - 7/29/2022
Christian Milovich	Approved - 7/29/2022
Darcy Ellis	Approved - 7/29/2022
Amy Shepherd	Approved - 7/29/2022
John Vallejo	Final Approval - 7/29/2022

**RESOLUTION NO. -**

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS CALLING FOR AN ELECTION TO PRESENT TO THE VOTERS OF THE COUNTY A PROPOSED ORDINANCE AMENDING CHAPTER 3.20 OF THE INYO COUNTY CODE TO AUTHORIZE COLLECTION OF A TRANSIENT OCCUPANCY TAX ON ALL SHORT-TERM RENTAL ACTIVITIES LOCATED WITHIN THE UNINCORPORATED AREA OF THE COUNTY AND ORDERING CONSOLIDATION OF SAID ELECTION WITH THE CONSOLIDATED GENERAL ELECTION CALLED FOR NOVEMBER 8, 2022**

**WHEREAS**, Revenue and Taxation Code section 7280 provides that a county may levy a tax on the privilege of occupying a room, or rooms, or other living space, in a hotel, inn, tourist home or house, motel or other lodging unless the occupancy is for a period of more than 30 days; and

**WHEREAS**, Government Code sections 53723 and 53724 provide that a legislative body may not impose a general tax unless or until the tax is submitted to the electorate of the local government and approved by a majority vote of the voters voting in an election on the issue; and

**WHEREAS**, Government code section 53724 additionally provides that no tax subject to the vote requirement prescribed by Government Code section 53723 (general taxes) shall be presented at an election unless the ordinance or resolution proposing such tax is approved by a two-thirds vote of all members of the legislative body of the local government; and

**WHEREAS**, Elections Code section 9140 authorizes the Board of Supervisors to submit to the voters, without a petition, an ordinance for the repeal, amendment or enactment of any ordinance, to be voted on at any succeeding, regular or special election and, receiving the majority of the votes cast, the ordinance shall be repealed, amended, or enacted accordingly; and

**WHEREAS**, Chapter 3.20 of the Inyo County Code governs the County's transient occupancy tax and the existing section 3.20.030, authorizes the collection of a transient occupancy tax only on hotel accommodations, as that term is defined in the code; and

**WHEREAS**, the Board of Supervisors of the County of Inyo now seeks public approval to adopt the Transient Occupancy Tax Equal Share Act, which will amend Chapter 3.20 of the Inyo County Code to extend the authorization to collect transient occupancy tax to all short-term visitor accommodations of 30 days or less, including but not limited to campgrounds and recreational vehicle parks, in the unincorporated area of the County; and

**WHEREAS**, all revenues received from the taxes imposed by the Transient Occupancy Tax Equal Share Act shall be deposited in the County's General Fund to be expended for

general purposes; and

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

**SECTION ONE:** An election is called to submit to a vote of the qualified electors of the County of Inyo a proposed Transient Occupancy Tax Equal Share Act amending Chapter 3.20 to the Inyo County Code pertaining to transient occupancy taxes. Said proposed Transient Occupancy Tax Equal Share Act is attached hereto as Exhibit A and incorporated herein by this reference. It is further ordered that said election shall be consolidated with the general election to be conducted on November 8, 2022.

**SECTION TWO:** There shall be included on the ballot to be marked by all Inyo County voters, in addition to any other matters required by law, a ballot measure in substantially the following form:

Shall the Transient Occupancy Tax Equal Share Act, which will authorize ongoing collection of a Transient Occupancy Tax on all short-term rental activities within the unincorporated area of the County at the same rate of twelve percent of the rent charged by the operator as currently collected by hotels, estimated to raise an additional \$135,000 annually, be adopted?	YES	
	NO	

A mark in the voting square after "YES" shall be counted in favor of the adoption of the proposed ordinance. A mark placed in the voting square after "NO" shall be counted against the adoption of the proposed ordinance.

**SECTION THREE:** The County Elections Office is hereby authorized and directed to take any and all actions necessary under the law to prepare for and conduct the election including, without limitation, the following:

- A. Furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- B. Fix and determine dates for submission of arguments for or against said proposed ordinance pursuant to the provisions of the Elections Code.
- C. Take the necessary and appropriate action to provide the election officers, polling places and voting precincts.
- D. Transmit a copy of the measure to the County Auditor and County Counsel in accordance with Elections Code 9160.
- E. Give notice of the time and place of holding the election together with any other notices

required by law.

F. Provide for the polls for this election to be open during the hours required by law.

G. Hold and conduct the election as provided by law for the holding of County initiative elections.

**SECTION FOUR:** In accordance with Elections Code section 9160, the Inyo County Counsel is directed to prepare an impartial analysis of the measure and the County Auditor is directed to prepare a fiscal impact statement.

**SECTION FIVE:** Arguments for or against the measure may be submitted in conformity with Elections Code section 9161, *et seq.*

**SECTION SIX:** The Registrar of Voters and the County Administrative Officer are hereby authorized and directed to take any and all actions necessary under law to prepare for and appropriate all monies necessary for the Registrar of Voters and the County Administrative Officer to prepare and conduct the general election in a manner consistent with state and local laws.

**SECTION SEVEN:** That the tax imposed by the Transient Occupancy Tax Equal Share Act is a general tax charged at the rate of twelve percent of the rate charged by the operator, not raised for a specific purpose, in which the revenues generated thereby will be placed in the County's discretionary General Fund for general purposes, thereby requiring a majority vote of the Inyo County voters participating in the November 8, 2022 election.

**SECTION EIGHT:** The tax imposed by the Transient Occupancy Tax Equal Share Act will be collected and administered by the County of Inyo as set forth in the proposed Chapter 3.20 of the Inyo County Code.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2022** by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Dan Totheroh, Chair**  
**Inyo County Board of Supervisors**

**ATTEST: Leslie L. Chapman**  
**Clerk of the Board**

**By:** \_\_\_\_\_  
**Assistant Clerk of the Board**



EXHIBIT A TO RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CALLING AN ELECTION TO PRESENT TO THE VOTERS OF THE COUNTY A PROPOSED ORDINANCE AMENDING CHAPTER 3.20 TO THE INYO COUNTY CODE TO AUTHORIZE COLLECTION OF A TRANSIENT OCCUPANCY TAX ON ALL SHORT-TERM RENTAL ACTIVITIES LOCATED WITHIN THE UNINCORPORATED AREA OF THE COUNTY AND ORDERING CONSOLIDATION OF SAID ELECTION WITH THE CONSOLIDATED GENERAL ELECTION CALLED FOR NOVEMBER 8, 2022



1 the operator. The tax constitutes a debt owed by the transient to the county which is extinguished  
2 only by payment to the operator or to the county. The transient shall pay the tax to the operator  
3 of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of  
4 the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's  
5 ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of  
6 the hotel, the tax collector may require that such tax shall be paid directly to the tax collector."

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11  
12 **SECTION TWO: EFFECTIVE DATE**

13 Subject to voter approval, this Ordinance shall take effect and be in full force and effect  
14 July 1, 2023 or thirty (30) days after its adoption, whichever is later. Before the expiration of  
15 fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by  
16 Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so  
17 publish this Ordinance together with the names of the Board members voting for and against  
18 same.

19 **PASSED, APPROVED and ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2022, by the  
20 following vote, to wit:

21 **AYES:**

22 **NOES:**

23 **ABSENT:**

24 **ABSTAIN:**

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\_\_\_\_\_  
Dan Totheroh, Chair  
Inyo County Board of Supervisors

ATTEST: Leslie L. Chapman  
Clerk of the Board

APPROVED AS TO FORM:

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

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



# County of Inyo

## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Grace Chuchla

**SUBJECT:** Purchasing Policy Update Ordinance

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**RECOMMENDED ACTION:**

Request Board: A) waive further reading of proposed Ordinance 1285, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title VI of the Inyo County Code Related to Purchasing," and schedule enactment for August 9, 2022 in the Board of Supervisors Chambers, County Administrative Center, Independence; and B) approve Resolution No. 2022-27, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending the Inyo County Purchasing Policy," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This item comes to your Board as a follow-up to the July 5, 2022 presentation regarding an update of the Inyo County Purchasing Policy. During that presentation, staff presented your Board with a variety of proposed modifications to the Purchasing Policy. Your Board was generally in support of these changes and proposed two edits to the new policy:

**Increase the dollar limit for purchases of goods and services that can be made by the purchasing agent without Board approval.** Per Government Code section 25502.3, the maximum delegable purchasing authority is \$50,000, and the draft policy presented on July 5 proposed a \$50,000 limit. However, section 25502.3 was passed in 2004 and states that the \$50,000 limit will go up in line with the annual increase in the consumer price index. Taking into account the CPI, the current limit is \$81,439. Staff is therefore proposing a limit of \$75,000 for delegated purchasing authority for goods and services. We believe that it is wise to keep the fixed limit somewhat below the current maximum because there have been occasions when the section 25502.3 limit decreased (e.g. during the 2008 recession). Thus, staff left a buffer just in case there is another recession and the CPI causes the section 25502.3 limit to go down, as it would be very confusing for staff if our County Code purported to give them more purchasing authority than state law. With this change, the purchasing rules for goods and services are as follows:

<b>Amount</b>	<b>Required Action</b>	<b>Approval Authority</b>
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.	Department Head or Designee
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or	Department Head

\$10,001 to \$25,000	quotes solicited from vendors) must be obtained. Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	Department Head and Purchasing Agent
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	Department Head and Purchasing Agent
Over \$75,000.00	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	Board of Supervisors

**Keep the Board informed of bids that are advertised and awarded.** Your Board was understandably concerned that, with these increased purchasing limits, fewer RFPs and contracts would be coming to your Board for approval, which could cause Board members and the public to struggle to stay in the loop regarding major procurements. To alleviate this issue, the Auditor and the Purchasing Agent will work with county departments to ensure that all open bids are posted on the County website at this page: <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp>. While this page has existed for many years, it is not consistently used by all departments. The Auditor plans to provide training on this new purchasing policy and will emphasize the need for all departments to post any open, formal procurements on this page. The Purchasing Policy has also been edited to include a section explaining that all formal RFP/RFQs must be posted on the County website.

With these edits incorporated, staff is now bringing to your Board the following: 1) an ordinance that will update Title VI of the Inyo County Code to align Title VI with the new Purchasing Policy; and 2) a resolution to adopt the new Purchasing Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could make further edits to the Purchasing Policy and/or Title VI and direct staff to return with a new ordinance and resolution.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Resolution Adopting Purchasing Policy
2. Title VI Update Ordinance

**APPROVALS:**

Grace Chuchla	Created/Initiated - 7/27/2022
Darcy Ellis	Approved - 7/27/2022
John Vallejo	Approved - 7/27/2022
Amy Shepherd	Approved - 7/28/2022

Leslie Chapman

Final Approval - 7/29/2022

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
AMENDING THE INYO COUNTY PURCHASING AND CONTRACTING POLICY**

**WHEREAS**, the Inyo County Board of Supervisors is engaged in a comprehensive overhaul of Inyo County’s purchasing and contracting policies and procedures;

**WHEREAS**, this project includes updating both Title VI of the Inyo County Code and the Inyo County Purchasing and Contracting Policy;

**WHEREAS**, pursuant to Inyo County Code section 6.04.020, the Inyo County Board of Supervisors may adopt by resolution policies and procedures to governing the purchasing and contracting process, which shall be entitled the “Inyo County Purchasing and Contracting Policy and Procedures Manual.”

**NOW THEREFORE BE IT RESOLVED** by the Inyo County Board of Supervisors that,

1. The document attached hereto as Exhibit A shall become the operative Inyo County Purchasing and Contracting Policy and Procedures Manual on September 9, 2022.
2. The document attached hereto as Exhibit A shall supersede any previous versions of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

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

\_\_\_\_\_  
 DAN TOTTEROH, Chairperson  
 Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
 Clerk of the Board

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

# Exhibit A



# Inyo County Purchasing and Contracting Policy

Adopted Pursuant to Resolution No. 22-XXX  
Effective Date: September 9, 2022



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## **I. Introduction**

The purpose of this Purchasing Policy Manual, which has been approved by the Board of Supervisors pursuant to Resolution No. 22-XXX, is to set forth how purchasing activities are to be conducted in Inyo County. Specifically, this manual establishes the policies and procedures that govern the daily implementation of the County's Purchasing and Contracting Ordinance, found in Title 6 of the Inyo County Code. Nothing in this policy is intended to supplant or contradict the rules set forth in Title 6. Rather, this policy is intended to assist County staff in properly implementing Title 6. As long as they do not contradict the rules found within Title 6, any rules or procedures contained within this Policy are binding rules that carry the same force and effect as any rules found in Title 6.

There are six different types of purchases that the County makes: goods, services, real property / leases, public works projects, road projects, and bridge projects. The same rules and procedures apply to the procurement of personal property and services, so that means that there are five different sets of rules that County employees must be aware of when making purchases. Each of these five sets of rules is handled in detail in the sections below.

It is Inyo County's goal is to provide autonomy to department heads and elected officials to spend their budgeted funds in whatever manner they think will best effectuate their policy goals. The Board of Supervisors trusts that department heads and elected officials will spend County funds responsibly and ethically and will exercise due diligence to price shop and obtain the best value for the County.

All employees are encouraged to read the entirety of this Policy. County Counsel, County Administration, the Budget Team, the Auditor, and your supervisor are also available to answer any questions that you may have regarding purchasing rules and procedures.

## **II. General Procedures Applicable to All Procurements**

### **A. Authority of Department Heads and the County Purchasing Agent**

The Board of Supervisors appointed the County Administrative Officer to serve as the Purchasing Agent for Inyo County. Additionally, via both this Policy and Title 6 of the Inyo County Code, the Board of Supervisors and the Purchasing Agent delegated various purchasing powers to department heads.<sup>1</sup> Department heads must carefully review this Policy, the Inyo County Code, and applicable state laws to determine who has the ability to authorize a purchase. Regardless of the delegated purchasing powers, for all purchases, the Purchasing Agent retains the power to overrule any purchasing decision made by a department head.

### **B. Failure to Comply with the Purchasing Policy**

Compliance with this Policy and Title 6 is a serious matter. The County understands that purchasing rules are complex, and employees often make good-faith mistakes when procuring goods, services, or property. This section is not intended to apply to such good-faith mistakes. Rather, this section is intended to apply to County employees who knowingly circumvent purchasing procedures. Such actions will not be tolerated in Inyo County.

Examples of noncompliance with this Policy or Title 6 may include, but are not limited to:

1. Knowingly exceeding delegated purchasing authority – e.g. entering into a contract for \$55,000 without taking that contract to the Board for approval after you have been informed by County Counsel that such contracts require Board approval
2. Dividing a single purchase order by utilizing multiple PO's to avoid approval limits – e.g. dividing an order for office supplies into two orders of \$26,000 to avoid the \$50,000 approval limit
3. Displaying favoritism or nepotism in compiling quotations – e.g. directing a contract toward a family member's business by purposefully seeking informal bids that are higher than the price provided by the family member's business<sup>2</sup>
4. Purchasing for personal use – e.g. an employee purchases extra cleaning supplies so that they may take some home for personal use

Any failure to abide by this Policy or Title 6 may result in consequences for the individual employee and the department as a whole. Per Government Code section 29121, any amount spent by a department head in excess of their authorized budget appropriation shall be a personal liability of the department head.

In addition to personnel actions or civil/criminal liability, the Purchasing Agent and/or Auditor may also enforce this Policy or Title 6 by conducting random audits of a department's purchasing activity and imposing consequences should the audits repeatedly reveal noncompliance with this Policy.

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<sup>1</sup> Any reference to department heads also includes elected officials.

<sup>2</sup> Employees are also encouraged to familiarize themselves with Inyo County's Fraud, Waste, and Abuse Policy. Many of the issues outlined in this section are also covered in the Fraud, Waste, and Abuse Policy.

### C. Commitment to a Competitive Process

Inyo County is committed to always seeking the best value possible for any goods, services, or property that it might procure. To that end, this Policy and Title 6 require procedures such as sealed bids or informal quotes for the vast majority of purchases. However, the County also recognizes that the value of the time spent requesting bids or comparing prices for certain small purchases could exceed the savings that comes with the competitive process. Accordingly, as outlined in more detail in the subsequent sections, some purchases do not require a competitive process. Regardless, price shopping is always encouraged.

### D. Exceptions to the Competitive Process

Situations may arise where an employee finds it impossible or unreasonable to comply with the competitive process. These situations are described in more detail below. County employees should keep in mind that these situations are the exception, not the norm. **Additionally, any purchase that will be conducted under one of the exceptions enumerated below must be approved by County Counsel, the Auditor, and the Purchasing Agent, regardless of the dollar amount of the procurement.**

#### 1. Sole Source Procurements.

A sole source procurement may be justified in the following situations:

- The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field
- The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort
- The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested
- The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field
- A critical proposed schedule for the service and/or product that only one proposed contractor can meet
- A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

#### 2. Emergency Situations

Emergency situations are *unforeseeable* events that necessitate the immediate spending of money to remedy them. Unforeseeable events do not include problems brought about by poor planning.

In other words, a department's failure to prepare a RFP/RFQ in time to solicit bids does not constitute an emergency. Emergencies can arise in such vast and varied circumstances that providing comprehensive examples is almost impossible. However, generally, when public health or welfare necessitates that a department immediately spend money, they may do so without any adherence to the competitive processes or approval limits set out in this Policy. Unless the purchase is made during a formally declared state of emergency (see Section VII), the department must seek retroactive approval of the purchase from the Board of Supervisors as soon as possible.

### **3. Repair of cars or heavy machinery**

When a car or piece of heavy machinery breaks down, it does not make sense to tow that machinery from shop to shop to obtain quote from various mechanics to fix the machinery. Those towing costs generally negate the cost savings realized from obtaining bids. Therefore, departments such as Motor Pool or the Road Department may dispense with the competitive process when it would be expensive and difficult to transport the broken car or machinery to multiple mechanics. However, any department that utilizes this exception is encouraged to utilize vendors that are known to provide a good value to the County.

### **4. Emergency repairs**

Like all buildings and facilities, County facilities sometimes experience unexpected problems with crucial systems, like HVAC, electrical, appliances, or plumbing. These problems need to be remedied immediately, as they often interfere with the ability of County employees to do their jobs. Therefore, there is no time to obtain bids in these situations. This exception also applies to County-operated utility systems, such as the County water system in Lone Pine, Independence, and Laws.

Repairs performed pursuant to this section will often also qualify as emergency public works projects. Review Section VII(B) of this Policy for more information on such purchases.

### **5. Ongoing maintenance provided by a manufacturer**

Certain products or software require ongoing maintenance, updates, or trainings that can only be provided by the product manufacturer. Departments may treat contracts for such services as sole source procurements. When making the initial purchase of a product that will require ongoing maintenance from only one vendor, the Department is encouraged to try to negotiate a price for that ongoing service as part of the initial procurement.

### **6. "Piggyback" purchasing**

In situations where another government agency has already engaged in a competitive procurement process and the vendor is willing to offer the same contract terms to Inyo County as the other government agency, Inyo County is permitted to procure goods or services from that vendor without engaging in the competitive process. This exception exists because, if another government agency has already taken the time to obtain competitive bids, then there is little

value to be gained by having Inyo County repeat the same process. Before engaging in “piggyback” purchasing, the department must review the purchasing and procurement policies of the original government agency to ensure that that agency’s standards are at least as rigorous as Inyo County’s and to ensure that the price of the good or service offered is at or below the market rate.

Piggyback purchasing is also permitted with non-governmental purchasing collectives, such as Sourcewell.

### **E. Out of State Vendors**

Purchasing from vendors or contractors located outside of California requires some extra paperwork, primarily related to state tax withholding issues. Departments are encouraged to consult with the Auditor to ensure that they comply with all requirements. However, at a minimum, out of state vendors generally require the following:

- A current W-9 on file with the Auditor
- A CA State Board of Equalization Tax Permit number, if the vendor charges sales tax
- Completed California withholding tax forms

### **F. Local and Small Business Purchasing Preference**

Inyo County wants to spend its money in a manner that encourages the growth of local and small businesses because such businesses contribute to the community and local economy. These benefits often justify choosing a small and/or local company over a large and/or non-local company, even if the small / local company is slightly more expensive than other bidders. Accordingly, Inyo County applies a purchasing preference of 8% for local businesses or 5% for small businesses. Inyo County also applies a 5% purchasing preference for primary contractors if the primary contractor will direct 10% or more of the value of the work to be performed under the contract to subcontractors that qualify as a small or local business.

In practice, this means that, all other things being equal, if a department receives a bid from a local business that is up to 8% higher than non-local respondents, the department must consider the local business’s quote to be of an equal amount to the non-local business’s quote. The same rule applies for small businesses, but in this situation, the preference is only 5%.<sup>3</sup>

Note, however, that there is no requirement to accept a quote or bid from a local or small business if the non-local or non-small business will provide a higher value product or service to the County. In other words, while the County will discount the prices quoted by local or small businesses in an effort to foster beneficial economic activity, nothing obligates the County to purchase a product or service that it knows to be subpar simply because that product or service comes from a local or small business.

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<sup>3</sup> Bidders may not “stack” purchasing preferences. In other words, a bidder who qualifies as both a small and a local business would not get a 13% preference.



Finally, for purchases that are funded with non-County funds (e.g. state or federal grants), departments are cautioned to carefully review the rules associated with the grant or outside funds. Some outside funds prohibit the application of small or local business preferences or they have their own rules regarding preferences (e.g. some federal funds require the application of a minority-owned business preference).

### **G. Insurance Specifications for Contracts**

With some limited exceptions, the County generally requires all vendors or consultants who provide products or services to the County to maintain insurance. This insurance is necessary to protect the County in the event that the vendor or consultant fails to perform under the contract or in the event that the vendor or consultant harms a third party in the course of providing products or services for the County.

Before entering into a contract with a vendor or a consultant, you must consult with Risk Management to determine the level of insurance that Risk will require the vendor or consultant to carry. The insurance that the County requires varies based on the risk inherent in the product or service that is being provided, the value of the contract, and many other factors. You should consult Risk Management regarding insurance requirements early in the RFP/RFQ process so that you can inform potential respondents of the level of insurance that the County will require them to carry.

### **H. Document Retention and Management**

All documents related to purchasing must be retained for a period of three years. It is the responsibility of the department making the purchase to ensure proper document retention. Electronic retention is fine; there is no need to maintain paper copies of records so long as you have scanned a copy of the document to PDF.

Note that certain purchases may require longer retention periods, but three years is the default rule in the absence of a more restrictive rule.

In addition to legal retention requirements, departments are also advised to keep an organized file related to their purchasing activity so that the Purchasing Agent or Auditor can exercise their power to audit a department's purchasing activity and so that the department can provide back-up documentation as needed to pay their bills. For example, a purchase of goods between \$5,001 and \$10,000 requires three informal bids and department head approval. If a department is making a purchase of \$7,000 of goods, the department must retain copies of the three (or more) informal bids that it sought for at least three years. These retention rules apply even when the department does not have to seek outside approval to make the purchase – i.e., when the department head is the sole approval authority and the purchase is made on a County credit card, not through the Auditor.

## I. Paying for Purchases

After choosing a vendor and complying with all of the various procedures outlined in this Policy, the department must memorialize and effectuate the purchase. In the case of simple or relatively small purchases, this may require nothing more than swiping a County credit card.

For vendors that do not take credit cards or for purchases that are more complex, a department has two options. First, the department may obtain a purchase order from the Auditor. A purchase order is essentially a “mini contract” and memorializes what the vendor is selling, how much the County will pay, and the terms of the sale. Departments are encouraged to use purchase orders for situations that are too complex or expensive for credit cards, but not complex enough for a full-blown contract. The Auditor will then prepare a check to the vendor pursuant to the purchase order. Second, the department may use a standard County contract prepared by County Counsel and available on the intranet. Contracts are necessary when the County is purchasing services or for situations where the County will be making defined payments over a period of time. Departments are encouraged to consult with County Counsel if there is any confusion as to the use of a purchase order versus a contract.

For all purchases, department should be prepared to provide documentation to demonstrate compliance with this Policy. This documentation must be provided to departments such as the Auditor, the Purchasing Agent, County Counsel, and any other department that has a role in approving purchases or ensuring compliance with this Policy.

## J. Compatibility Issues When Purchasing

When departments work together to tap into each other’s expertise, the County enjoys greater efficiency and cost-savings. This is particularly true in the purchasing realm when departments are buying specialized items that could have compatibility issues with existing items. A good example of this is technology-related purchases; for example, certain tablets may not be compatible with the County’s current computers, so any department wanting to buy tablets would be well served to verify compatibility with Information Services before making any purchases. Therefore, for all purchases in the following categories, departments must obtain the approval of the departments listed below:

<b>Purchase Type</b>	<b>Approval Required From</b>
Technology (e.g. phones, tablets, computers, printers)	Information Services
Transportation (e.g. cars, car accessories)	Motor Pool

Exceptions for IS approval for technology-related purchases include: Mouse, keyboard, disposable items (e.g., toner cartridges, inkjet cartridges for printers, etc.), printer cables, noise cancelling headphones, battery back-ups, privacy filters, and laptop cases.

**III. Procurement of goods and services (Inyo County Code Chapter 6.10)**

The procurement of goods and services follow the same rules (with one exception, as detailed in section III(E) below) and will be both be described in this section. The chart below summarizes the key rules with respect to the procurement of goods and services, and each section below describes each level of purchasing in more detail:

<b>Amount</b>	<b>Required Action</b>	<b>Approval Authority</b>
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.	Department Head or designee
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	Department Head
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	Department Head and Purchasing Agent
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	Department Head and Purchasing Agent
Over \$75,000.00	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	Board of Supervisors

**A. Less than or equal to \$5,000**

These purchases can generally be made without any specific competitive processes, but departments are encouraged to price shop to ensure that the County is getting the best value for its money. That said, the County recognizes that for these lower value purchases, the cost of the employee time spent price shopping can often exceed the savings to be realized from price shopping. Therefore, departments are encouraged to holistically consider all factors when determining how to obtain the best value for the County.

At the discretion of individual department heads, these purchases may also be approved by designees within the department – for example, deputy directors or assistant directors.

**B. Between \$5,001 and \$25,000**

Purchases in this dollar range require three informal bids, but approval authority differs based on the amount of the purchase. For purchases less than or equal to \$10,000, the department head is the only approver necessary. For purchases less than or equal to \$25,000, both the department head and the Purchasing Agent must approve the purchase.

An informal bid can consist of either a printout showing the price of an item or service or a quote prepared by a vendor. All quotes must be in writing. Verbal quotes are not sufficient. If a vendor provides a verbal quote, the employee must request written confirmation via a confirmatory email or letter. The employee soliciting the quotes may choose which vendors to contact, but all employees are encouraged to focus their requests toward local vendors, to the extent that a local vendor can provide the item or service needed.

If an employee requests a quote from a vendor and the vendor does not respond within 72 hours, then the employee may still count that request toward the three quotes that they are required to obtain. That vendor, however, may be eliminated from the selection process at the employee's discretion. If no vendors respond to a request for quotes, the department may make the purchase without complying with any further competitive processes.

When assessing quotes, a department is not required to choose the lowest cost vendor. In fact, departments are discouraged from looking only at cost and should assess vendors holistically to determine which vendor can provide the overall best value to for the County. Factors that should be considered in addition to price include, but are not limited to, delivery time, the vendor's willingness to use an Inyo County standard contract or purchase order, the vendor's reputation in the industry, the quality of the vendor's product, and the vendor's return policy.

A department is never required to accept a quote, and when assessing quotes, a department may determine that none of the quotes obtained are responsive to their request or sufficient to meet their needs. If a department rejects all quotes, then the department may proceed with the purchase as if they are making a purchase of less than \$5,000.

### **C. Between \$25,001 to \$75,000**

Purchases over \$25,000 but below \$75,000 require a formal Request for Proposals ("RFP") or Request for Qualifications ("RFQ"). These formal RFP/RFQs differ from informal quotes in that the department leading the procurement must prepare a written description of the item or service that it is seeking. Vendors may then respond to the RFP/RFQ with a proposal. The department will open all responses on a set date and time and will choose the vendor who provides the best overall quality and value to the County.

Department have significant freedom to structure the RFP/RFQ process in whatever manner works for them, and the County encourages departments to be creative with their RFP/RFQs to ensure that they receive the maximum number of responses. That said, there are some rules that all RFP/RFQs must follow:

- Cannot favor one brand over another. For example, a RFP for a car may request a mid-sized crossover vehicle that seats 5 people with all-wheel drive and that has a dealership within 60 miles of Independence, CA. Conversely, the RFP may not specify that the County is seeking bids for a Honda CRV or a Toyota RAV4. However, it may be the case, that in certain situations, only one brand is compatible with a department's existing equipment. In this case, the department may explain their existing equipment in the RFP

and state that they are seeking bids only for brands that are compatible with the existing equipment.

- Must be published in specified sources. RFP/RFQs best serve the purpose of increasing competition and ensuring unbiased procurements if the County receives multiple responses to the RFP/RFQ. The County can only receive multiple responses if vendors and the general public are made aware of the RFP/RFQ. Accordingly, at a minimum, all RFP/RFQs must be published on the County website and in a local printed newspaper of general circulation for at least 10 days. Department heads are also encouraged to make efforts to publish the RFP/RFQ in industry-specific sources or send the RFP/RFQ to vendors who might be interested in responding.
- Bids must be sealed. All RFP/RFQs must instruct respondents to submit their proposals in a sealed envelope. These sealed proposals must all be opened at a specified time with at least two employees observing the opening. All RFP/RFQs must instruct respondents that they are not allowed to discuss the contents of their proposal with County employees before the opening date. Any respondent who does so will be disqualified. Respondents may ask the County employee managing the RFP/RFQ clarifying questions, but those questions should not reveal the contents of the bidder's proposal. Any questions that a County employee answers must be posted publicly (for example, online) so that all respondents have access to the same information when formulating their proposals.
- Must include a copy of the contract that the department will ask the vendor to enter into. All RFP/RFQs must include a copy of the standard County contract that the department wants the respondent to enter into. Departments should consult with County Counsel to determine the appropriate contract prior to releasing the RFP/RFQ. Departments are also encouraged to include a scoring rubric with the RFP/RFQ so that respondents know how their responses will be scored.
- Must be reviewed by County Counsel. All RFP/RFQs must be reviewed by County Counsel to determine compliance with all laws and legal requirements.
- Must include an admonition that all responses are considered public records. Due to the County's obligations under the Public Records Act, all RFP/RFQs must warn respondents that any documents that they submit to the County—such as price lists, customer lists, or business plans—may be disclosed to any member of the public upon request.
- Must include a statement that any bidder who wishes to challenge the bidding or procurement process must file a complaint in conformance with Chapter 6.30 of the Inyo County Code.

As with informal bids, when assessing RFP/RFQ responses, departments are encouraged to consider the value of the whole package, rather than considering only price. Additionally, if a department receives no responses to a RFP/RFQ or determines that none of the respondents meet the minimum standards set forth in the RFP/RFQ, the department may make the purchase or enter into a contract with no further compliance with the competitive process.

Once the department has selected a winning respondent and finalized negotiations over contract terms with the respondent, the department head must seek approval from the Purchasing Agent before executing the contract with the vendor. Additionally, all contracts must be reviewed and approved by County Counsel, Risk Management, the Auditor, and Personnel. When reviewing the procurement, all reviewers shall ensure that the department has complied with all Title VI of the Inyo County Code, this Policy, and any other purchasing requirement. Departments are strongly encouraged to vet their RFP/RFQ with the reviewing departments *before* releasing the RFP to the general public. This will allow reviewing departments an opportunity to correct any errors or problems with the RFP that could result in one of the reviewing departments refusing to approve the final contract.

#### **D. Over \$75,001**

The rules and process governing RFP/RFQs for procurements or contracts over \$75,000 are the same as RFP/RFQs for purchases between \$25,000 and \$50,000. However, the final step in the process differs, as procurements over \$75,001 must be approved by the Board of Supervisors. Therefore, these contracts must be placed on the Board of Supervisor's agenda through Civic Clerk.

#### **E. "Per Vendor" Versus "Per Purchase" Limits**

There is one important way in which the purchase of goods and service differ. When it comes to goods, the limits provided above apply only to each individual purchase. The limits do not consider the aggregate total purchased from a single vendor in one year. In other words, if a department buys \$500 worth of tools on 100 occasions during a fiscal year from a single vendor, these purchases are assessed as 100 individual purchases. Because each of these purchases is below \$1,000, no competitive process is required. This is a notable change from past practice, when this purchasing pattern would have required a blanket purchase order.

On the other hand, per Government Code section 25502.3, dollar limits for the purchase of services must be considered on an aggregate basis. Therefore, if a department were to purchase \$500 worth of plumbing services on 100 different occasions during a fiscal year, that would have to be treated as a purchase for \$50,000. Per the limits set forth above, a \$50,000 purchase would require a RFP/RFQ and Board approval of the contract. In a sense, then, blanket purchase orders still exist, but only when it comes to the purchase of repeated services.

#### **F. De Minimus Contract Changes**

For contracts that require Board approval, no aspect of the contract can be changed post-approval without a formal amendment. However, occasions sometimes arise when a department needs to make a minor change to the dollar amount of a contract. In these cases, where the change is de minimus, it is not a good use of the department's or the Board of Supervisor's time to have to go through the formal amendment process to make such a minor change. Accordingly, for contracts that require Board approval, the Purchasing Agent may authorize an increase in the contract amount up to \$5,000 on one occasion during the life of the contract. For contracts below

\$75,000, the Auditor or the Purchasing Agent may authorize an increase in the contract amount up to \$500 on one occasion.

#### **IV. Procurement of Real Property and Leases (Inyo County Code Chapter 6.24)**

All purchases and leases of real property must be completed by the Board of Supervisors. In other words, there is no delegated authority for a department or the Purchasing Officer to lease or purchase real property without Board approval. Accordingly, leases and purchases of real property will be handled on a case-by-case basis, rather than being described in this Policy.

There are some limited exceptions to this rule, as described in section 6.24.040 of the Inyo County Code. These exceptions generally relate to lease that are either of a very short-term (e.g. the use of a County park for an afternoon) or of a very small piece of property (e.g. an airport hangar).



**V. Procurements Related to Public Works Projects (Inyo County Code Chapter 6.14)**

A public works project is any purchase associated with the “construction, improvement, alteration, painting or repair of any public building or facility identified in Public Contract Code Section 20121 or 20150.2.” Unlike the purchase of goods and services, where the County has significant freedom to set rules and dollar limits, public works projects are controlled by highly specific state laws. These laws are primarily found in the Public Contract Code, Division 2, Part 3, Articles 3.5 and 3.6 (section 20120, *et seq.*). Additionally, because Inyo County has chosen to opt into the California Uniform Public Construction Cost Accounting Act, public works purchases must also comply with Public Contract Code section 22000, *et seq.*

Because state law is so specific and detailed when it comes to public works projects, Title VI and this Policy provide less information regarding public works projects. Therefore, any County employee engaging in a public works project must understand that this Policy does not provide a complete picture regarding the rules governing public works projects and should also review the relevant sections of the Public Contract Code.

Per CUPCCAA, the bidding requirements for Public Works projects are as follows:<sup>4</sup>

<b>Amount</b>	<b>Required Action</b>	<b>Approval Authority</b>
Less than \$60,000	No specific competitive process is required. The work may be performed by County staff, by a contract negotiated directly with a qualified individual, or by purchase order.	Public Works Director
Between \$60,001 and \$200,000	Three informal bids must be obtained per the procedure set forth in Public Contract Code section 22034	Public Works Director
Over \$200,000	A formal bidding process is required per the procedure set forth in Public Contract Code section 22037	Board of Supervisors

As detailed in the above chart, for public works purchases less than \$60,000, no specific process is required. However, the Public Works Department must always endeavor to obtain the best value for the County. Price shopping is always encouraged.

For purchases between \$60,000 and \$200,000, the Public Works Department must comply with the procedures set forth in Inyo County Code section 6.14.070. This section contains the informal bidding rules required by CUPCCAA. Specifically, these rules require that the Public Works Department do the following:

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<sup>4</sup> Public Contract Code § 22032.

1. Maintain a list of qualified contractors for various categories of work. Qualifications for admission to this list is determined by the California Uniform Public Construction Cost Accounting Commission.
2. Prepare a notice inviting informal bids that describes the project in general terms and how to obtain more detailed information about the project.
3. Inform all contractors who have been placed on the list of qualified contractors of all informal bids for which they are qualified at least 14 days before the bid is due. The notification to contractors must occur via whatever method the contractor chose when they signed up for the qualified contractors list.
4. Provide a notice inviting informal bids to all construction trade journals specified in Public Contract Code section 22036.

If all bids received under the informal bidding process are over \$200,000, the Board of Supervisors may still award a contract, but only if that contract is for less than \$212,500.<sup>5</sup> If a contract cannot be negotiated for less than \$212,500, then the Public Works Department must re-bid the project via the formal bidding process.

For formal bids, the Public Works Department must do the following:<sup>6</sup>

1. Present plans, specifications, and working details to the Board of Supervisors for approval and adoption<sup>7</sup>
2. Prepare a notice inviting formal bids that states the time and place for the receiving and opening of sealed bids and distinctly describe the project.
3. Publish the notice at least 15 calendar days before the date of opening the bids in a local newspaper and send the notice electronically to all construction trade journals specified in Public Contract Code Section 22036.

After receiving bids, the Public Works Department may take one of the following actions:<sup>8</sup>

1. Award the contract to the lowest responsible bidder
2. Reject all bids received and, after reevaluation of the costs of the project, decide that the work can be performed more economically by County employees. When taking this route, the Public Works Department must schedule a noticed public hearing before the Board of Supervisors, obtain 4/5 Board approval of the decision to reject all bids, and send notice of the hearing at least 2 days prior to the apparent low bidder.

If no bids are received, the Public Works Department may proceed as if the contract is below \$60,000, regardless of the actual dollar amount.

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<sup>5</sup> Public Contract Code § 22034(d).

<sup>6</sup> Public Contract Code § 22037.

<sup>7</sup> Public Contract Code § 22039

<sup>8</sup> Public Contract Code § 22038.

**VI. Procurements Related to Road and Bridge Projects (Inyo County Code Chapter 6.16)**

Procurements related to road projects are governed by Inyo County Code Chapter 6.16, Public Contract Code section 20390, *et seq.* (roads), and Public Contract Code section 20400, *et seq.* (bridges).

**A. Road Projects (Inyo County Code § 6.16.030)**

<b>Amount</b>	<b>Required Action</b>	<b>Approval Authority</b>
Less than \$25,000	Board must find that the estimate is less than \$25,000; Road Commissioner may then contract for the work to be performed with no bidding	Board; then Road Commissioner
Between \$25,001 and \$50,000	Sealed, formal bids required	Road Commissioner
Over \$50,000	Sealed, formal bids required	Board of Supervisors

Procurements related to road projects have somewhat odd requirements in the sense that only the cheapest and the most expensive purchases require Board involvement. For procurements less than \$25,000, the Road Commissioner is empowered to contract for labor and materials with no competitive bidding process.<sup>9</sup> However, the Road Commissioner may only do so after bringing an estimate to the Board of Supervisors and obtaining Board approval of the accuracy of the estimate. There is no statutory authority permitting the Board to delegate its power regarding estimate approval; therefore, road project procurements of \$25,000 or less will always require input from the Board.

For procurements between \$25,000 and \$50,000, the Board is empowered by Public Contract Code section 20394.5 to delegate the entire process to the Road Commissioner, and has done so via Inyo County Code section 6.16.040. The Road Commissioner must obtain sealed formal bids for any projects that fall in this dollar range. After opening these bids and choosing a winning bidder, the Road Commissioner is empowered to enter into a contract with the winning bidder without obtaining Board approval.

Finally, for procurements over \$50,000, the process is the same as procurements between \$25,000 and \$50,000, except that the Road Commissioner must bring the contract to the Board for approval.

There are some additional requirements to keep in mind for all road project procurements:

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<sup>9</sup> Public Contract Code § 20394.

- For all road projects over \$20,000, Public Contract Code section 20391 requires the preparation of surveys, profiles, cross-sections, plans, and specifications of the proposed work.
- For any road project that requires formal bidding, notice of the call for bids must be published at least 10 times in a daily newspaper or 2 times in a weekly newspaper.<sup>10</sup>
- The Road Commissioner has the following change order authority:<sup>11</sup>
  - For contracts of \$50,000 or less – up to \$5,000
  - For contracts between \$50,000 and \$250,000 – up to 10% of the original contract price
  - For contracts over \$250,000 – up to \$25,000, plus 5% of the amount of the original contract cost in excess of \$250,000
  - No matter the price of the contract, no change order shall exceed \$210,000

**B. Bridge Projects (Inyo County Code § 6.16.080)**

<b>Amount</b>	<b>Required Action</b>	<b>Approval Authority</b>
Less than \$2,000	No formal bidding process or contract required	Road Commissioner
Between \$2,000 and \$10,000	No formal bidding process, but the goods or service to be purchased must be set forth in a contract	Road Commissioner
Over \$10,000	Sealed, formal bids required	Board of Supervisors

Bidding thresholds for bridge projects are much lower than road projects. For bridge procurements less than \$2,000, no bidding—or even a contract—is required.<sup>12</sup> For bridge procurements between \$2,000 and \$10,000, no bidding is required, but the purchase must be memorialized in a contract that can be executed by the Road Commissioner.<sup>13</sup> For bridge procurements over \$10,000, a sealed, formal bidding process is required, with the Board approving the contract that comes out of that process. Formal bids for bridge procurements must be noticed 10 times in a daily newspaper or 2 times in a weekly newspaper.<sup>14</sup>

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<sup>10</sup> Public Contract Code § 20392.

<sup>11</sup> Public Contract Code § 20395.

<sup>12</sup> Public Contract Code § 20403.

<sup>13</sup> Public Contract Code § 20402.

<sup>14</sup> Public Contract Code § 20404.

## **VII. Emergency Purchasing (Inyo County Code Chapter 6.22)**

Any employee making a purchase during an emergency event must first consider 1) which entity, if any, has declared a state of emergency and 2) where the funds to make the purchase come from. The procedures and rules described in this manual relate to a County-declared state of emergency where County money is being spent to respond to the emergency. However, larger emergencies that go beyond Inyo County's borders often include state or federal-level emergency proclamations and state or federal-level funding to respond to the emergency. Often, these non-County funds have their own procurement rules. Describing all of these procurement rules is beyond the scope of this Policy, so any employee making a purchase during a state of emergency should pay careful attention to the source of the money that they are spending.

### **A. Emergency Purchases of Services and Goods (Inyo County Code § 6.22.010)**

Whenever the Board of Supervisors has proclaimed a local emergency pursuant to Government Code section 8630, more lenient purchasing procedures apply for personal property and services.<sup>15</sup> Procedures are more lenient in an emergency because emergencies often necessitate that unpredictable and potentially expensive purchases be made quickly to protect public health, safety, and welfare. This situation makes it impossible to comply with procedures such as RFP/RFQs or taking purchases to the Board of Supervisors for approval.

As set forth in section 6.22.010 of the County Code, when the Board has declared a state of emergency pursuant to Government Code section 8630, all limits on the Purchasing Agent's delegated authority are removed. In other words, the Purchasing Agent may make any purchases necessary to respond to the state of emergency without seeking the approval of the Board of Supervisors and without any competitive process. However, the Purchasing Agent must endeavor—to the maximum extent possible and in recognition of the uniqueness of each emergency—to collect informal bids from at least three sources before making any purchase pursuant to this section.

The Purchasing Agent is also authorized to further delegate purchasing authority to the Incident Commander if Inyo County stands up an Emergency Operations Center to handle the emergency.

### **B. Emergency Purchases for Public Works Projects (Inyo County Code § 6.22.020)**

There are no monetary limits on the power of the Public Works Director to spend money to perform emergency repairs to any structure that constitutes a public work, nor is it necessary for there to be a declared state of emergency per Government Code section 8630. Additionally, the Public Works Director is not required to collect any bids. However, per Public Contract Code section 20134(a) and as set forth in section 6.22.020 of the County Code, there are specific procedures that the Public Works Director must follow before performing emergency work.

These procedures are set out in Public Contract Code section 22050, and it is strongly advised that any employee performing an emergency repair on a public work both read section 22050 and consult with County Counsel. Generally, section 22050 requires that the Board of

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<sup>15</sup> Gov't Code § 25502.7.

Supervisors find, by 4/5 majority, that damage to a structure has created an emergency situation that necessitates such immediate action that bidding would be impossible. There is a continuing obligation for the Board of Supervisors to renew its finding of an emergency situation every two weeks, and there are specific limits on how much a contractor may add to its materials costs to cover overhead and administration when performing emergency work.

If the Public Works Director determines that the repair must be made so quickly that the matter cannot be brought before the Board of Supervisors for an emergency finding, the Public Works Director may authorize such repairs to be performed. The Public Works Director must then, at the next regularly scheduled Board of Supervisors meeting, bring the matter before the Board and seek authorization to continue the work.

### **C. Emergency Purchases for Road Projects (Inyo County Code § 6.22.030)**

The Road Commissioner may authorize the immediate expenditure of up to \$25,000 to repair a road in the case of a landslide, flood, storm damage, or other emergency situation or to prepare for an imminent emergency (such as forecasted heavy rain that is likely to cause landslides on a county road).<sup>16</sup> Emergency expenditures over \$25,000 require Board of Supervisor approval. In both situations—i.e. both over and under \$25,000—there is no requirement to seek bids.

### **D. Emergency Purchases for Bridge Projects (Inyo County Code § 6.22.040)**

Emergency repairs to a bridge cannot be made without Board of Supervisor authorization. In other words, there is no ability in California law to delegate decision-making authority regarding emergency bridge repairs to the Public Works Director, like there is for repairs to structures or roads. That said, if a situation arises where an emergency necessitates the immediate expenditure of funds on a bridge, the Road Commissioner is encouraged to consult with County Counsel, as there may be alternative avenues to legally spend funds to repair a bridge without the delay required by seeking Board approval.

However, unlike structural emergencies, authorization to perform emergency work on a bridge requires only a 3/5 simple majority.<sup>17</sup> Once the Board of Supervisors has made the emergency finding, the Road Commissioner or Public Works Director is free to immediately contract to repair the bridge without soliciting any bids.

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<sup>16</sup> Public Contract Code § 20395(c).

<sup>17</sup> Public Contract Code § 20407.

## **VIII. Dispute Resolution Procedures (Inyo County Code Chapter 6.30)**

When a bidder is not selected as a winning bidder following an informal or formal quote or bid process, that unsuccessful bidder sometimes attempts to challenge the County's decision to award the bid to someone else on the grounds that the bidding process was unfair or out of compliance with state law. To address these situations, the County has created a mandatory dispute resolution process that any aggrieved bidder must use.

This process is set out in Chapter 6.30 of the Inyo County Code. It applies to all types of procurements—be it a public works project, a purchase of office supplies, or graphic design services. If a department receives notice of a protest, they should contact County Counsel immediately for further guidance.

Protests must be submitted within 10 days of the notification of award to bidders. Thus, if you have not received any protests 10 days after you notified all bidders of the winning bidder, you can be fairly certain that your procurement will not be challenged on the basis of any alleged irregularities in the bidding process.

## **IX. Sale and Transfer of Surplus County Personal Property (Inyo County Code Chapter 6.28)**

When County property is no longer needed for County operations, the County will dispose of it either via an auction or by donation. Generally, unneeded County property may be donated only to a nonprofit entity or another government entity. If the property is going to be transferred to a for-profit entity or an individual, it must be sold at a public auction. The major issue to pay attention to when disposing of unneeded County property is the required notice period. The type of transfer (*i.e.* donation or auction) and the intended recipient of the property can alter the required notice period.

Any department that is transferring a fixed asset to surplus must notify the Auditor. Additionally, if a department has declared an item surplus, that item must be secured and stored at a County facility until it is sold, donated, or disposed of.

### **A. Sale of Surplus Property**

The most common procedure to sell surplus property is a public auction. Per the Government Code<sup>18</sup> and the Inyo County Code, the following procedures apply to a public auction.

First, the department head must inform the Purchasing Agent that the department has surplus property to dispose of. While there is no rule forbidding a department from holding its own auction, it often saves time and labor for multiple departments to consolidate their surplus items into one auction. Thus, the Purchasing Agent will monitor the level of surplus goods and arrange a multi-department auction when appropriate.

Second, if the estimated value of any of the property to be auctioned exceeds \$10,000, the Purchasing Agent must seek Board approval to dispose of it. If none of the Property to be auctioned is worth more than \$10,000, you may skip this step.

Third, after the Purchasing Agent has arranged the logistics of the auction (which generally occur online via a third-party platform), notice of the auction must be given for five days prior to the start either by publication in a local newspaper or by posting notice in three public places in the County.

Exceptions to this process include:

The County is permitted to dispose of property worth less than \$500 without a public auction if the Board of Supervisors *unanimously* votes that the property is worth less than \$500.<sup>19</sup> This rule also applies to products from a County farm. Following the sale, the Purchasing Agent must report back to the Board the results of the sale.

The County is permitted to sell personal property to any road improvement, lighting, irrigation, waterworks, flood control, or other special district within the County whose affairs and funds are

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<sup>18</sup> Gov't Code § 25363.

<sup>19</sup> Gov't Code 25363.



under the supervision and control of the Board or for which the Board is ex officio the governing body without any auction.<sup>20</sup>

The County is permitted to donate or sell property to a community redevelopment agency, housing authority, community development commission, surplus property authority, federal agency, city, school district, County Board of Education, special district, joint powers agency, or any other public agency within the County without an auction. However, a 4/5 vote of the Board of Supervisors is required and notice of the intended sale or donation must be posted at least one week before the matter is brought to the Board.<sup>21</sup>

## **B. Donation of Surplus Property**

The Board of Supervisors may vote to donate any County property to the following organizations on any terms that it deems appropriate:<sup>22</sup>

- (1) A 501(c)(3) organization that is organized for the care, teaching, or training of children or developmentally disabled children.
- (2) A 501(c)(3) organization that is organized for the care, teaching, or training of Native Americans.
- (3) A school district or community college district.
- (4) A county children and families commission established pursuant to the California Children and Families Act of 1998.
- (5) A 501(c)(3) organization that is organized to provide health or human services.<sup>23</sup>

Additionally, the Board may authorize the donation of surplus computer equipment to any individual who is receiving any of the following public benefits: CalFresh, CalWORKs, County Relief, General Relief, General Assistance, or Medi-Cal. The transfer of this equipment must be managed by the public assistance division of Health and Human Services. HHS must develop a list of eligible people who have requested computer equipment and develop a fair and impartial procedure to disburse the equipment. Recipients of the equipment must sign an agreement stating that they agree not to resell it.

Finally, it is possible to donate property to other community-focused organizations that are not on the list above. However, this is a more complicated process that tends to be unique to each situation. Thus, for any such donations, departments should consult with County Counsel.

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<sup>20</sup> Gov't Code § 25366.

<sup>21</sup> Gov't Code § 25365.

<sup>22</sup> Gov't Code § 25373.

<sup>23</sup> This list represents the most common organizations that the County will donate surplus goods to. However, this is not an exclusive list. Departments are encouraged to contact County Counsel to determine if there is a method to donate to community-focused or governmental organizations not on this list.

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING AND REPLACING TITLE VI OF THE INYO COUNTY CODE RELATED TO PURCHASING AND CONTRACTING**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to make certain modifications to Title VI of the Inyo County Code, which governs purchasing and contracting in Inyo County.

**SECTION TWO. MODIFICATION OF THE INYO COUNTY CODE.**

Title VI of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title VI, attached hereto as Exhibit A.

**SECTION THREE. 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 FOUR. 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 FIVE. 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 August, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

---

DAN TOTTEROH, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

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

# Exhibit A

## **Title 6 of the Inyo County Code**

### **“Chapter 6.04       GENERAL PROVISIONS**

#### **6.04.010 Application of Title 6.**

The provisions of Title 6 of this code apply to all purchases and contracts made by any County officer, agent or employee in his or her official capacity or on behalf of the County or any of its departments, agencies or organizations, or on behalf of any board, district, committee, or association organized under general law within the County and governed ex-officio by, or under the control of, the Board of Supervisors.

#### **6.04.020 Purchases and contracting policy and procedures—Established.**

The Purchasing Agent shall develop and enforce a comprehensive policy and set of procedures for purchasing and contracting which shall be consistent with applicable state and federal law, this title, and the resolutions and directives of the Board of Supervisors. Such policy and procedures shall be entitled the “Inyo County Purchasing and Contracting Policy and Procedures Manual” and shall be approved by resolution of the Board of Supervisors. All County officers, agents, and employees shall fully comply with such manual in making, letting, or administering any contract or purchase to which this title applies.

This policy shall be adopted and updated via resolution.

#### **6.04.030 Compliance with law.**

Notwithstanding anything in this title to the contrary, the County, its officers, agents, and employees will employ purchasing and contracting procedures which comply with all applicable provisions of state law, and if required, federal law, as such laws may be enacted, amended, or repealed by legislative act or interpreted by a court of competent jurisdiction.

#### **6.04.040 Sufficient appropriated funds required.**

Except as otherwise provided by law, neither the Board of Supervisors nor any other County officer, agent, or employee shall make any purchase, or let any contract in an amount in excess of the appropriations for such expenses provided for in the current fiscal year County budget as originally adopted or as thereafter revised.

#### **6.04.050 Unlawful purchases.**

Any purchases or contracts for supplies, materials, equipment, or services made contrary to the provisions of this article or the Inyo County Purchasing and Contracting Policy and Procedures Manual shall be void and of no effect. The person approving such purchase order or contract may be held personally responsible for its payment. If the amount of such purchase order or contract has already been paid out of County funds, the amount thereof may be recovered in the name of the County in an appropriate action.

## **Chapter 6.06 CONTRACTING PREFERENCES**

### **6.06.010 Findings.**

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for local businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses levels the playing field between small businesses and larger ones, encourages a diverse business economy, and bolsters the health of our local economy given that many local businesses are also small businesses.

### **6.06.020 Definitions.**

“Local business” means a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County; and
4. Meets the conditions of subsections 1 through 3, but within Mono or Inyo Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

“Responsive bid” means a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

“Small business” means a business which is certified by the state of California or the Small Business Administration as a small business.

### **6.06.030 Local business and small business preference.**

For all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that

business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

#### **6.06.040 Small business subcontracting preference.**

For all contracts awarded by Inyo County, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or local business. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

#### **6.06.050 Limit on contracting preferences.**

The contracting preferences outlined in section 6.06.030 and 6.06.040 shall not apply in the following situations:

1. When, in the determination of County staff, the local or small business would provide a subpar product or service or is determined to not be a responsible bidder
2. When the purchase is funded in whole or in part by outside funding sources that prohibit the application of a local business or small business preference
3. When state or federal law prohibits the application of a local business or small business preference

### **Chapter 6.08 PURCHASING AGENT**

#### **6.08.010 Purchasing Agent—Established.**

Pursuant to the authority of Section 25500 of the Government Code, the position of Purchasing Agent is hereby established. The Board of Supervisors shall appoint the Purchasing Agent and provide such assistants as are necessary.

#### **6.08.020 Duties and authority.**

The Purchasing Agent shall have the duties and authority set forth in the laws of the state of California relating to County Purchasing Agent, this title, the Board of Supervisors' appointing resolution, and the Inyo County Purchasing and Contracting Policy and Procedures Manual.

#### **6.08.030 Reporting requirements.**

The Purchasing Agent shall furnish the Board of Supervisors reports on the work of the Purchasing Agent in carrying out the provisions of Title 6 of the Inyo County Code and such other information as the Board of Supervisors may from time to time require.

#### **6.08.040 Destruction of requisitions.**

The Purchasing Agent is authorized to destroy and dispose of any written requisition received by the Purchasing Agent which is more than three years old as allowed by Government Code Section 25501.5.

### **Chapter 6.10 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES**

#### **6.10.010 Procurements not exceeding \$75,000.**

Except as otherwise provided by law, authority is hereby delegated to the Purchasing Agent to make all purchases, rentals, or leases of personal property for use by the County, when the aggregate cost of such purchase does not exceed \$75,000. The Purchasing Agent shall establish rules and procedures for such purchases and shall set forth these rules and procedures in the Inyo County Purchasing and Contracting Policy and Procedures Manual. The Purchasing Agent may choose to delegate some or all of this purchasing authority to department heads.

#### **6.10.020 Procurements exceeding \$75,000**

Except as otherwise provided by law, the Board of Supervisors must make all purchases, rentals, or leases of personal property for use by the County, when the aggregate cost of such purchase exceeds \$75,000. The Purchasing Agent shall establish rules and procedures for such purchases and shall set forth these rules and procedures in the Inyo County Purchasing and Contracting Policy and Procedures Manual.

### **Chapter 6.14 PUBLIC WORKS PROJECTS**

#### **6.14.010 Public works projects definition.**

“Public works projects” consist of the construction, improvement, alteration, painting or repair of any public building or facility identified in Public Contract Code Section 20121 or 20150.2. Public works projects do not include grading, drainage, laying of pipe, fencing, landscaping, instrument installation and similar construction and repair work necessary to maintain day-to-day landfill operations (Public Contract Code 20121.1). Public works projects do not include road or bridge projects.

#### **6.14.020 Public works project cost definition.**

Public works project costs include the costs of all construction, improvement, alteration, painting or repairs as well as the cost of all furnishings, materials, or supplies used or incorporated into the project; but excludes required plans, specifications, engineering, advertising, and other costs identified in Public Contract Code Section 20150.3.

#### **6.14.030 California Uniform Public Construction Cost Accounting Act**



Inyo County hereby elects to opt in to the California Uniform Public Construction Cost Accounting Act (Public Contract Code (“PCC”) section 22000, *et seq.*) and elects to comply with the uniform construction cost accounting procedures set forth in PCC section 22010, *et seq.*

All words and phrases used in sections 6.14.030 to 6.14.060 shall have the same meaning as those words and phrases are defined in PCC section 22002.

#### **6.14.040 California Uniform Public Construction Cost Accounting Act – Small Contracts**

For public projects for which the total cost falls below the limit established by PCC section 22032(a), the work may be performed by Inyo County employees by force account, by negotiated contract, or by purchase order.

#### **6.14.050 California Uniform Public Construction Cost Accounting Act – Informal Bidding Procedures**

Pursuant PCC section 22034, Inyo County hereby establishes the following procedures for informal bidding:

- A. **Applicability.** This informal bidding procedure shall apply to any public project for which the total cost falls below the limits set by PCC section 22032(b).
- B. **Contractor lists.** The Public Works Department shall maintain a list of qualified contractors in accordance with PCC section 22034(a)(1). The Public Works Department shall follow the criteria set forth by the California Uniform Public Construction Cost Accounting Act Commission when determining whether a contractor may be added to the list. The Public Works Department shall maintain different lists for different categories of work (e.g. landscaping, painting, roofing, etc.). Contractors may be added to multiple lists dependent upon their qualifications and licensure. When applying to join a list, the contractor shall indicate whether they prefer to receive notice of bids via mail or email.
- C. **Notice.** A notice inviting informal bids for a public project shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids. The Public Works Department shall provide the notice to all contractors on the relevant lists established in accordance with section 6.14.030(B). Notice shall be provided by mail or email, per the contractor’s indicated preference.
- D. **Timing.** The notice inviting bids shall provide contractors at least 14 days to respond from the publication date.
- E. **Award of Contract.** The Purchasing Agent and the Public Works Director are authorized to choose a winning bidder and award the contract.

## **6.14.060 California Uniform Public Construction Cost Accounting Act Implementation – Formal Bidding Procedures**

For public projects for which the total cost exceeds the limit set forth in PCC section 22032(c), Inyo County shall comply with the procedures set forth in PCC section 22037.

### **Chapter 6.16 ROAD AND BRIDGE PROJECTS**

#### **6.16.010 Road projects definition.**

“Road projects” consist of the construction, repair or maintenance of a County highway as defined in Sections 25 and 941 of the Streets and Highways Code. A “road project” is not a public works project.

#### **6.16.020 Bridge projects definition.**

“Bridge projects” consist of construction, repair and maintenance of a County bridge or subway as defined in Sections 1320, 1321, 1390 to 1404, and 1430 to 1436 of the Streets and Highways Code. A “bridge project” is not a public works project.

#### **6.16.030 Road projects costing \$25,000 or less.**

Whenever the Board of Supervisors finds that the estimated expense of a road project is \$25,000 or less, the Purchasing Agent may let a contract covering both work and material, or purchase the material and let a contract for doing the work, or purchase the materials and have the work done by day labor. Such contracts may be let without calling for bids as required by Article 25 of Part 3 of Division 2 of the Public Contract Code, but shall comply with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

#### **6.16.040 Road projects costing more than \$25,000, but not more than \$50,000.**

Whenever the estimated expense of a road project is more than \$25,000, but not more than \$50,000, the Director of Public Works may let a contract for such project after compliance with a formal, sealed bidding procedure. Such contract shall be let in compliance with Section 20394.5 of the Public Contract Code, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law.

#### **6.16.050 Road projects costing more than \$50,000.**

Whenever the Board of Supervisors finds that the estimated expenses of a road project are more than \$50,000, the Board of Supervisors may let a contract for such project. Such contract shall be let in compliance with Public Contract Code section 20390, *et seq.*, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law. The Director of Public Works shall administer the letting of such contract in compliance with this section.

#### **6.16.060 Bridge projects costing \$2,000 or less.**

Whenever the Director of Public Works finds that the estimated expense of a bridge project is \$2,000 or less, the Purchasing Agent may let a contract covering both work and material, or purchase the material and let a contract for doing the work, or purchase the material and have the work done by day labor. Such contracts may be let without calling for bids as required by Public Contract Code Section 20405, but shall be let in compliance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

#### **6.16.070 Bridge projects costing more than \$2,000 but less than \$10,000.**

Whenever the Board of Supervisors finds that the estimated expense of a bridge project is more than \$2,000, but less than \$10,000, the Purchasing Agent may let a contract covering both work and materials, or purchase the materials and let a contract for doing the work without calling for bids as required by Public Contract Code Section 20405. Such contracts shall be let in compliance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and other applicable law. The Director of Public Works shall administer the letting of such contracts in compliance with this section.

#### **6.16.080 Bridge projects costing more than \$10,000.**

Whenever the Board of Supervisors finds that the estimated expense of a bridge project is more than \$10,000, the Board of Supervisors may let a contract for such project. Such contract shall be let in compliance with Sections 20404, 20405 and 20406 of the Public Contract Code, the Inyo County Purchasing and Contracting Policy and Procedures Manual, and other applicable law. The Director of Public Works shall administer the letting of such contract in compliance with this section.

#### **6.16.090 Delegation of authority to road commissioner**

The Board of Supervisors hereby delegates the following powers to the County Road Commissioner:

1. The power to designate a County employee to open and examine bids submitted for road and/or bridge project procurements (PCC 20393, 20405)
2. The power to execute change orders or additions to the fullest extent provided by Public Contract Code section 20395
3. The power to enter into contracts for road projects less than \$50,000 in accordance with the requirements of Public Contract Code section 20394.5
4. The power to enter into contracts for bridge projects less than \$10,000 (PCC 20403)

## **Chapter 6.22 EMERGENCY PURCHASING AND CONTRACTING**

### **6.22.010 Emergency purchasing and contracting – personal property and services.**

Notwithstanding any other section of this title, the Board of Supervisors hereby authorizes the Purchasing Agent, whenever the board has proclaimed a local emergency pursuant to Government Code Section 8630, to engage independent contractors to perform services related to the local emergency for the County and officers thereof and to purchase supplies or materials without regard to the dollar amount of the purchase. Any purchase made pursuant to this section shall be limited to services or personal property that is necessary to respond to the proclaimed local emergency and that are needed so immediately that the Purchasing Agent cannot engage in the competitive process or request Board of Supervisor approval.

### **6.22.020 Emergency repair or replacement of public works.**

Notwithstanding the any other section of this title, the Board of Supervisors may proceed as authorized by Public Contract Code Section 20134 and 22050 to repair or replace public works in compliance with that section. The Director of Public Works shall administer the repair or replacement of such public works in accordance with the Board's direction, Public Contract Code Section 20134 and 22050, the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law. The Director of Public Works is further empowered to act pursuant to Public Contract Code section 22050(a)(1) to perform emergency repairs on public works.

### **6.22.030 Emergency road projects.**

Notwithstanding the any other section of this title, the Board of Supervisors may let contracts as authorized by Public Contract Code Section 20395(c) for the purchase of materials, for work, or for materials and work, for emergency road projects. The Director of Public Works shall administer such emergency road projects in accordance with the Board's direction, Public Contract Code Section 20395(c), the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law.

### **6.22.040 Emergency bridge projects.**

Notwithstanding the any other section of this title, the Board of Supervisors may proceed as authorized by Public Contract Code Section 20407 to repair or replace bridges. The Director of Public Works shall administer the repair or replacement of such bridges in accordance with the board's direction, Public Contract Code Section 20407, the Inyo County Purchasing and Contracting Policy and Procedure Manual, and other applicable law.

## **Chapter 6.24 PURCHASE, SALE, TRANSFER, LEASE OR RENTAL OF REAL PROPERTY; LICENSES AND PERMITS**

### **6.24.010 Purchase, sale and transfer of real property.**

Except as otherwise provided in Sections 6.24.020 through 6.24.040 of this chapter, the Board of Supervisors shall make all purchases, sales, or transfers of any interest in real property owned or acquired by the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section and applicable law.

**6.24.020 Lease or rental of real property for use by the County.**

The Board of Supervisors shall make all leases or rentals of real property for use by the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section, and applicable law.

**6.24.030 Lease or rental of real property belonging to the County.**

The Board of Supervisors hereby authorizes the Purchasing Agent to lease or rent real property belonging to, or leased by, the County if the actual monthly lease payment or rental does not exceed \$5,000 per month and any of the following conditions are true:

1. The duration of the lease or rental agreement does not exceed 24 hours
2. The square footage of the area being leased is less than 500 sq. ft.

Any lease approved by the Purchasing Agent shall not be renewable and notice as required by Government Code Section 25537(b) and (c) shall be given.

The Inyo County Board of Supervisors may by ordinance delegate to certain County officers and employees the authority to execute, on behalf of the County, specific types of leases and rentals of real property belonging to, or leased by, the County. Such ordinances shall be codified in the Inyo County Code within the appropriate title.

Except as otherwise provided for in subsections A and B of this section, the Board of Supervisors shall make all other leases or rentals of property belonging to the County. Such transactions shall be made in compliance with applicable law. The County Administrator shall administer all such transactions in accordance with the Board's direction, this section, and applicable law.

**6.24.040 Licenses or permits.**

The following County officers and employees are hereby authorized to execute on behalf of the County the permits and licenses for use of County real property as set forth below:

Road encroachment permit	Director of Public Works	Pursuant to standard specifications for encroachment permits
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Rental of County parks and buildings generally utilized for public gatherings (e.g. town halls)	Risk Management	Pursuant to park rental form
Airport hangars	Director of Public Works	Pursuant to airport hangar lease agreement

## **Chapter 6.26 DONATION OF PROPERTY TO THE COUNTY**

### **6.26.010 Acceptance of real property donated to the County.**

All gifts, bequests, or devises of real property, or any interest therein, made to or in favor of the County, or to or in favor of the Board of Supervisors in trust for any purpose, may be accepted or rejected only by the Board of Supervisors.

### **6.26.020 Acceptance of personal property, including money, donated to the County.**

The Purchasing Agent is hereby delegated the authority to accept any gift, bequest, or devise of personal property, including money, made to or in favor of the County, provided all of the following conditions are met:

1. The value of such gift, bequest, or devise does not exceed \$20,000; and
2. There is no restriction imposed by such gift, bequest, or devise upon how the County may use the personal property or money.

All other gifts, bequests, or devises made to or in favor of the County, or to or in favor of the board in trust for any public purpose, may be accepted or rejected only by the Board of Supervisors.

### **6.26.030 Disposition of donated property and money.**

All real property, including any interest therein, personal property, including money, and the income and increases thereof, accepted by the County as a gift, bequest, or devise; shall be held by the Board of Supervisors and be disposed of for those lawful uses and purposes as are prescribed in the terms of the gift, bequest or devise, and in accordance with applicable law.

## **Chapter 6.28 SALE AND TRANSFER OF SURPLUS COUNTY PROPERTY**

### **6.28.010 Intra-County use of surplus personal property.**

When any item of personal property is no longer needed by an office or department of the County, such fact will be reported to the Purchasing Agent who may declare the item or items as surplus and place such item at items in a surplus pool. Whenever any office or department is in

need of an item which has been placed in the surplus pool or has requisitioned the purchase of a similar item, the Purchasing Agent may transfer the item to such office or department with the prior approval of that department head.

#### **6.28.020 Trade-in of surplus property.**

When purchasing personal property for which the cost does not exceed \$10,000, the Purchasing Agent is authorized to solicit and accept advantageous trade-in allowances for personal property which is no longer required for public use by the County, providing that the surplus value of such property is less than \$10,000. All other trade-in allowances for surplus County personal property must be approved by the Board of Supervisors.

#### **6.28.030 Sale of surplus personal property.**

- A. The Purchasing Agent is hereby authorized to make a determination that personal property owned by the County in the surplus pool is no longer required for public use upon the following conditions;
  - 1. The personal property has been placed into the County's surplus personal property pool and has remained there unused for a period of at least three consecutive months;
  - 2. The personal property is not collateral or subject to a creditor's lien as a result of any financing or lease-purchase agreement entered into by the County;
  - 3. The surplus value of the property does not exceed \$10,000;
  - 4. The County has no reasonably foreseeable need for the property;
  - 5. Applicable provisions of law, rules, regulations, or grant requirements do not prohibit the County from disposing of the property as surplus.
- B. Except as expressly delegated to the Purchasing Agent above, the Board of Supervisors shall make all other determinations that personal property belonging to the County is no longer required for public use.
- C. The Purchasing Agent shall sell all personal property belonging to the County which has been determined no longer required for public use. Such sale shall be in accordance with the Inyo County Purchasing and Contracting Policy and Procedures Manual and applicable law.

#### **6.28.040 Proceeds from the sale of surplus personal property.**

Except as otherwise provided by law, proceeds from the sale of surplus County personal property shall be paid into the County treasury for County use.

### **Chapter 6.30 DISPUTE RESOLUTION PROCEDURE**

#### **6.30.010 Applicability of Dispute Resolution Procedure.**

There is hereby established a mandatory administrative dispute resolution process applicable to any procurement in the County of Inyo in which formal or informal bids or quotes are collected as part of the procurement process.

### **6.30.020 Dispute Resolution Procedure.**

1. Only an individual or entity who has submitted a bid or a quote is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. All protests must be received within 10 calendar days of the date of the written notification of the award. Materials submitted after the deadline will not be considered.
3. Protests must be in writing and contain a complete statement of the basis for the protest and all supporting documentation. The protest must refer to the specific alleged irregularity upon which the protest is based. The protest must include the name, address, email, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
4. No hearing shall be provided unless requested by the Protester in writing or deemed necessary by the Purchasing Officer. Any hearing shall be conducted in accordance with the rules and procedures set forth in Section 22.12.040(e).
5. A copy of the protest and all supporting documents must be transmitted by mail or by e-mail, by or before the Bid Protest Deadline, to the County Purchasing Agent. Because protests must be received within 10 days of the notification of the award, it is strongly recommended that notifications be transmitted via email.
6. A copy of the protest must also be sent to the physical and email address to which the bid in question was submitted.
7. The Purchasing Officer shall make a decision concerning the appeal, and notify the Proposer making the appeal, within 20 days of the submission of the protest. The decision of County's Purchasing Director shall be deemed final."





# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Temporary residence post-disaster ordinance

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#### RECOMMENDED ACTION:

Request Board waive further reading of proposed Ordinance 1286 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Inyo County Code Section 18.78.190 and Adding Chapter 18.83 to the Inyo County Code to Permit the Habitation of Temporary Emergency Dwellings After a Disaster," and schedule enactment for August 9, 2022 in the Board of Supervisors Chambers, County Administrative Center, Independence.

#### SUMMARY/JUSTIFICATION:

On July 8, the Fairview Fire destroyed 9 structures and 20 outbuildings in the West Bishop area. Soon after the Fairview Fire, a structure fire destroyed one residence on the Fort Independence Reservation. These tragedies have highlighted the need for Inyo County to develop policies that will make it easier for impacted homeowners to find temporary housing and for impacted homeowners to rebuild. On the second issue (rebuilding), your Board recently passed a resolution waiving building permit fees for residents who lost their homes in the Fairview Fire. However, the issue of finding temporary shelter for fire victims still remains.

One common way for residents to obtain temporary shelter is for them to live in a RV, tiny home, Sprinter van, or other easily movable residence while they are planning the rebuild of their primary residence. Following the terrible fire years of 2020 and 2021, many counties enacted such policies (e.g. Mono, Butte, Solano, and Placer).

Inyo County already allows people who have an active building permit to live in a RV on the lot where construction is occurring. However, it can take a long time to get a building permit because, particularly when you are doing something complex like rebuilding an entire house, you cannot apply for the permit without engineering studies and architectural plans, which can take months to draft and finalize.

Staff therefore proposes that the Board expand the timeframe in which someone who is impacted by a disaster can live in a RV on their property. Specifically, staff is proposing that, for residents who are a victim of a large-scale natural disaster (e.g. the Fairview Fire) or a small-scale accidental disaster (e.g. a house fire at a single residence), the individuals who occupied the property at the time of the disaster may live on the impacted properties for up to 1.5 years in a RV-type residence without having an active building permit.

Allowing individuals to live in RVs does raise some health and safety concerns, because RVs are generally not intended for long-term habitation. To address these concerns, staff has included the following guardrails:

1. You must obtain a building permit to install the RV and a certificate of occupancy before occupying the

RV.

2. The RV must be properly registered with the DMV.
3. Water must be provided by a municipal water system or a well. Filling the RV holding tanks is not permitted, except for the first 60 days .
4. Sewage must be handled in a manner approved by Environmental Health.
5. Electrical service may be provided by a temporary power pole or solar.
6. The RV must contain the following systems that are permanently installed: refrigeration, electrical, cooking facilities, toilet, sink, tub or shower, and heat.
7. The RV must be supported by leveling jacks, and the wheels must be chocked.

In addition, section 18.78.190(b) was removed from this Ordinance as part of this revision. This section was a hold-over from a time when the zoning ordinance prohibited political signs, but that rule has since been removed, so there is no longer a need for an exception allowing political signs around election time.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There are no anticipated impacts to the General Fund. Any impacts are associated with building permit fees.

**ATTACHMENTS:**

1. Temporary Emergency Dwellings Ordinance

**APPROVALS:**

Grace Chuchla	Created/Initiated - 7/27/2022
Grace Chuchla	Approved - 7/27/2022
Darcy Ellis	Approved - 7/27/2022
Grace Chuchla	Approved - 7/27/2022
John Vallejo	Approved - 7/27/2022
Amy Shepherd	Final Approval - 7/27/2022

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE SECTION 18.78.190 AND ADDING CHAPTER 18.83 TO THE INYO COUNTY CODE TO PERMIT THE HABITATION OF TEMPORARY EMERGENCY DWELLINGS AFTER A DISASTER**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to modify various sections of the Inyo County Code to permit individuals to temporarily live in a RV or travel trailer after their residence is destroyed by a large-scale natural disaster or a smaller-scale accidental disaster.

**SECTION TWO. MODIFICATION OF THE INYO COUNTY CODE.**

- A. Section 18.78.190 of the Inyo County Code shall be amended in its entirety as shown in Exhibit A.
- B. Chapter 18.83 shall be added to the Inyo County Code. The text of Chapter 18.83 is attached hereto as Exhibit B.

**SECTION THREE. 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 FOUR. 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 FIVE. 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 August, 2022, by the following vote:

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

---

DAN TOTTEROH, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

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

# Exhibit A

**“Section 18.78.190 Temporary Uses.**

This title shall not be construed to prohibit the following temporary uses in any district:

- A. A temporary building or use necessary and incidental to the construction of a building or group of buildings, when located in the same or abutting property and only during the period of construction;
- B. The open air sale of Christmas trees during the Christmas season, in any C, OS or M district.
- C. The use of a recreational vehicle as a temporary emergency dwelling following a disaster pursuant to the regulations found in Chapter 18.83 of this title.”

# Exhibit B

**“Chapter 18.83      Temporary Emergency Dwellings Following a Disaster**

**Section 18.83.010      Definitions**

For the purpose of this Chapter, the following definitions shall apply:

- A. “Disaster” shall mean any natural catastrophe such as a fire, flood, or earthquake that has rendered two or more residences uninhabitable. A disaster shall also include a small-scale, accidental disaster, such as a house fire that destroys a single residence. A disaster does not include uninhabitable conditions that are resident-caused over a period of time, such as neglect or failure to maintain one’s residence. The Director of Public Works shall have the authority to decide when an event qualifies as a disaster; provided, however, that if the Board of Supervisors or the State of California has declared a disaster pursuant to Government Code section 8550, *et seq.*, the event shall automatically qualify as a disaster for the purpose of this Chapter.
- B. “Temporary Emergency Dwelling (TED)” shall mean a recreational vehicle as defined in section 18.06.460 of this Code or any of the following: a recreational vehicle as described in Health & Safety Code section 18010; a camper as defined in Vehicle Code section 243; a camp trailer as defined in Vehicle Code section 242; a fifth-wheel travel trailer as defined in Vehicle Code section 324; a housecar as defined in Vehicle Code section 362; or a mobile home that has been approved pursuant to Title 25 of the California Code of Regulations that is left on its transportation chassis and is not temporarily or permanently affixed to the land.
- C. “Uninhabitable” shall mean a residence that is either totally destroyed in a disaster or red-tagged by the Building Official after incurring substantial damage during a disaster.

**Section 18.83.010      Temporary Emergency Dwellings Permitted**

Any individual in Inyo County whose primary residence has been rendered uninhabitable by a disaster shall be permitted to utilize a TED as a dwelling unit for a period of 18 months.

**Section 18.83.020      Temporary Emergency Dwelling Requirements**

- A. The TED must be properly registered with the California Department of Motor Vehicles at all times while it is being used as a residence, unless the TED is a mobile home.
- B. The TED must contain the following systems permanently affixed within the TED: cooking facilities, refrigeration, toilet, shower or bathtub, heating, potable water supply system including a faucet and sink, and 110 to 125 volt electrical power supply.
- C. The TED must be located on the parcel that was impacted by the disaster.
- D. The TED may only be occupied by the individuals who utilized the impacted parcel as their primary residence on the date of the disaster.
- E. The TED must meet all setback requirements otherwise applicable to the impacted parcel.
- F. Only one TED may be installed per parcel; provided, however, that if the residence that was rendered uninhabitable was greater than 1500 sq. ft., one additional TED may be installed for every 1,000 sq. ft. of living area. In no event shall more than three TEDs be installed on any one parcel.



### **Section 18.83.040 Temporary Emergency Dwelling Installation**

- A. Prior to installing any TED, the intended occupants must obtain a building permit from the Department of Building and Safety.
- B. No TED shall be occupied until all hazardous disaster debris has been removed from the property.
- C. No TED may be occupied unless it has been granted a certificate of occupancy by the Department of Building and Safety. The certificate of occupancy shall expire 18 months from its date of issuance.
- D. Any TED that is not a mobile home must be constructed to the National Fire Protection Association's Standard on Recreational Vehicles No. 1192 or the American National Standards Institute's A119.5 standard. Compliance with the standards may be demonstrated by manufacturer installed insignia or by physical inspection by the Building Official.
- E. Any TED that is a mobile home must be constructed to standards set forth in Title 25 of the California Code of Regulations.
- F. Prior to the issuance of a certificate of occupancy, all TEDs must meet the following requirements:
  - a. The TED must have a disposal system for black and gray water approved by the Department of Environmental Health.
  - b. The TED must have an electrical hook-up or solar system approved by the Department of Building and Safety.
  - c. The TED must have a permanent connection to a municipal water system or a water well within 60 days of occupancy. Water only be provided by filling the TED's water storage tanks from an off-site source for the first 60 days of occupancy in the TED.
  - d. The TED must be installed on an area of ground that is sufficiently smooth and level to ensure that the TED will be stable. The TED must be equipped with leveling jacks and wheel chocks.

### **Section 18.83.050 Temporary Emergency Dwelling Removal**

Upon the earlier of the expiration of the certificate of occupancy or the completion of the rebuild of the primary residence, the TED must be unhooked from all utilities within 60 days.”



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Ashley Helms

**SUBJECT:** Use License Agreement for Skydive Mt. Whitney

---

#### RECOMMENDED ACTION:

Request Board approve the license agreement between the County of Inyo and Skydive Yosemite DBA Skydive Mount Whitney of Mariposa, CA for the non-exclusive use of the Lone Pine/Death Valley Airport for conducting skydiving activities for the period of March 1, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

In December of 2020, Skydive Yosemite approached Inyo County Public Works about their interest in opening a skydiving operation at the Lone Pine / Death Valley Airport. The owner, Paul Wignall, has been in the skydiving business for over 13 years and started Skydive Yosemite at the Mariposa-Yosemite Airport four years ago. Skydive Yosemite, DBA Skydive Mt. Whitney, proposes to begin seasonal operations this summer and fall, with a goal to expand to year-around operations as the market develops.

The company has proposed carrying out improvements to the terminal area which will benefit their guests as well as all airport users. The attached business plan provides additional information about the company's vision. The company will also lease a T-Hangar at the Airport for aircraft storage.

The Airport is in the Owens Military Operating Area (MOA), which is managed by the R-2508 Complex Control Board. A MOA is airspace designated outside of Class A airspace, to separate or segregate certain nonhazardous military activities (such as air combat maneuvers, air intercepts, and low altitude tactics) from Instrument Flight Rules traffic and to identify for Visual Flight Rules traffic where these activities are conducted (FAA Order JO 7400.2H). On March 29, Public Works hosted a meeting with the Complex Control Board leadership, Joshua Approach Control (the air traffic controller for the area), the Skydive Mt. Whitney owner and lead pilot, and the government liaison for the United States Parachuting Association. The Control Board leadership expressed concerns about the potential safety conflicts between the military activities and the proposed skydiving activities. The group discussed potential mitigations, such as initially limiting skydiving operations between approximately 9 am and 3 pm on weekdays, which is when military operations peak. The memos exchanged after the meeting are attached to this agenda. The Public Works response memo explains the FAA Grant Assurance requires that we must make our federally eligible airports available to all general aviation users in a non-discriminatory manner; the FAA alone can determine that a particular user group cannot safely operate at an airport. The situation was discussed with Inyo County Counsel and the FAA Area District Office that oversees the Inyo County Airports. Based on those discussions, Public Works took the position that

"R-2508 Complex Control Board should submit its concerns and supporting documentation to the FAA for their consideration. Should the FAA determine that the use of the LP/DV Airport for skydiving operations presents an unacceptable risk to safe operations within the airspace, Inyo County will comply. However, until that determination by the FAA, the County must comply with the federal grant assurances by granting Skydive Mt. Whitney access to the Airport."

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this Agreement, or direct staff to make modifications to the Agreement prior to approval. Skydiving is recognized by the FAA as an aeronautical activity, therefore the County may not dis-allow the activity at an airport that receives federal funding.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

Revenue from this Agreement will be placed in budget 150500 (Lone Pine Airport), revenue code 4311 (Rents).

**ATTACHMENTS:**

1. Skydive Mt Whitney - Statement of Intent
2. Skydive Mt. Whitney Business Plan
3. Skydive Mt. Whitney Agreement
4. DOD R-2508 Complex Memo
5. County Response to DOD R-2508 Complex Memo

**APPROVALS:**

Ashley Helms	Created/Initiated - 2/22/2022
Darcy Ellis	Approved - 2/23/2022
Ashley Helms	Approved - 2/23/2022
Breanne Nelums	Approved - 2/23/2022
John Vallejo	Approved - 2/24/2022
Amy Shepherd	Approved - 2/24/2022
Aaron Holmberg	Approved - 5/18/2022
Michael Errante	Approved - 5/19/2022
Ashley Helms	Final Approval - 7/25/2022



To Whom It May Concern,

The purpose of this letter is to inform Inyo County of Skydive Mt. Whitney's cooperation with the R-2508.

At this time, Skydive Mt. Whitney will not be operating during weekdays (from approximately 9am-3pm) due to perceived additional burden on Joshua Approach ATC. As Skydive Mt. Whitney expands operations at LP/DV Airport; we will continue to cooperate with all aviation users and the R-2508 complex.

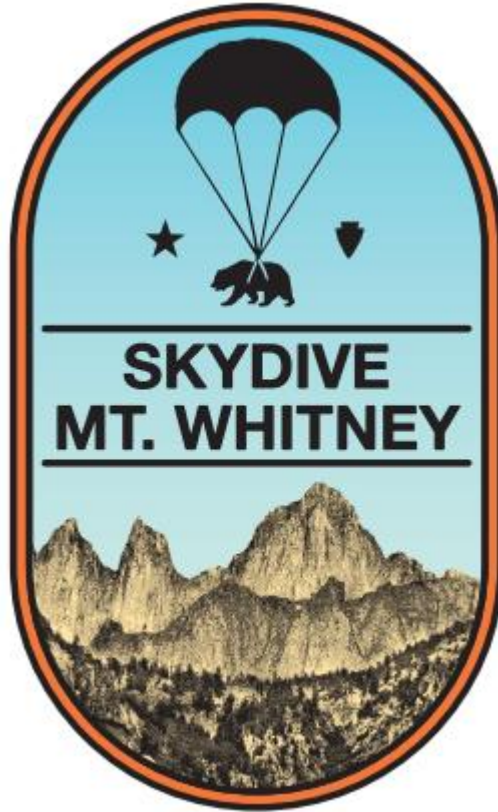
I am hopeful that over time, the R-2508 complex will see no added conflict or burden as skydiving operations become a regular occurrence at the LP/DV Airport.

Thank you,

-Paul

Paul Wignall  
Skydive Yosemite  
562-209-0578  
Skydiveyosemite.com  
SkydiveMtWhitney.com

# Skydive Mt. Whitney Business Plan



Skydive Mt. Whitney  
760.614.3163  
info@skydivemtwhitney.com

## Skydiving School located at Lone Pine/Death Valley Airport

Skydive Mt. Whitney will be a professional skydiving school located at Lone Pine-Death Valley Airport operating in accordance with all applicable rules and regulations of the Lone Pine/Death Valley Airport and under all State and Federal laws.

Skydive Mt Whitney will offer an introduction to the sport of skydiving through tandem skydive jumps. Skydive Mt Whitney will also offer ground school for the first solo jump program, and instructor rating training jumps for A, B, C, and D licensed skydivers. Skydive Mt Whitney is a USPA Group Member (United States Parachute Association). As a USPA group member, Skydive Mt. Whitney will promote safety and professionalism of the aeronautical sport of skydiving. For more information on solo jumps and ratings please see the Skydivers Information Manual here:  
[https://uspa.org/Portals/0/files/Man\\_SIM.pdf](https://uspa.org/Portals/0/files/Man_SIM.pdf)

Every skydive at Skydive Mt Whitney is an educational experience for each student, from tandem to D license and every rating in between. Students will have an amazing Eastern Sierra experience while learning to skydive at the Lone Pine Airport.

The landing area will be shared with paragliders, hang gliders, and any other airport users. The landing area is on the northwest side of the airport and is suitable for parachute landings under the United States Parachute Association (USPA) Skydiver Information Manual (SIM) which is in accordance with the FAA. Skydive Mt. Whitney will be in Communication with all other airport activities on every skydive flight. Joshua Approach **ATC (air traffic control) will always be notified for every skydive and flight.**

## Land Use

### Skydive Mt. Whitney's Guests/Workers and Vehicle Parking

Skydive Mt. Whitney would like to rent a hangar for parachute packing, rigging, and aircraft storage.

Students and accompanied spectators of Skydive Mt. Whitney will arrive at the northwest gate located on HWY 395. The location of the gate along with 8 parking spots is more specifically shown on Exhibit "A" below. Skydive Mt. Whitney's employees will park at a designated location on the airport shown on Exhibit "A". The employee parking area will be maintained by Skydive Mt. Whitney and will be free of debris and overgrowth. Skydive Mt. Whitney will utilize and maintain the small "picnic area" shown on Exhibit "A" as a spectator viewing, manifest, and any airport user area. Skydive Mt. Whitney's landing area will be a short walk from the "picnic area". The tandem landing area is shown on Exhibit "B" along with the main landing area. Fencing and signage will be temporary in the early stages. We will work with airport management to determine the best location for long term fencing and signage.

Skydive Mt Whitney would like to rent a porta-potty and work with airport management to determine the best location for the toilet on the airport.

Exhibit A



## Exhibit B



### Students and Pedestrians on the Airport

The Skydive Mt. Whitney's airplane holds a maximum of two tandem skydivers at a time that are pre-scheduled throughout the day. Scheduled Students and Pedestrians will be accompanied onto the airport by an instructor through the northwest gate. Students and Pedestrians will be briefed on safety and not be permitted to walk around the airport. During the airport safety briefing, Skydive Mt. Whitney's staff will stress the importance of airport safety and the importance of staying within the boundaries we have established.



## Number of Aircraft

Skydive Mt. Whitney will operate 1 Cessna 182 for tandem skydiving and sport jumps. For skydive training events Skydive Mt. Whitney will operate a Cessna 208 Caravan, Twin Otter, or Skyvan. Our main objective as the school grows is to cooperate with all airport users and to maintain safety as the #1 priority.

## Number of persons to be employed.

Skydive Mt. Whitney will hire W2 employees and 1099 independent contractors for skydiving operations. Julia Wignall (owner) will be the head rigger for all parachute rigging and packing. Paul Wignall (owner) will be the S&TA (safety and training advisor) and the head skydive instructor.

All skydive instructors will be USPA licensed tandem instructors and be UPT rated instructors. All instructors must comply with all applicable rules and regulations and will be supervised by the head instructor Paul Wignall. All airplane Pilots will be FAA commercial pilots and trained by an experienced skydiving pilot. All parachute packers will be trained and supervised by Julia Wignall and work in accordance with FAA regulations. Skydive Mt Whitney will be managed by Paul Wignall and managed by an employed manager of Skydive Yosemite LLC.

Paul Wignall has worked in the skydiving industry for 13 years. Paul has worked at several drop zones around America. Paul's ratings include Coach, S&TA, AFFI, and Tandem Instructor. Paul has worked in management positions at Start Skydiving in Middletown Ohio and Skydive Santa Barbara.

Julia Wignall has worked in the skydiving industry for 8 years. Julia is a FAA certified Senior Parachute Rigger and a B licensed skydiver. Julia received her bachelors in fashion design at FIDM. Julia acquired a scholarship from FIDM for a specialized degree in advanced studies of which only 10 students a year are chosen.

Skydive Mt. Whitney is a family-owned skydiving school.

## Operating Hours

7 days a week sunrise to sundown, weather dependent. Hours of operation will be determined by the scheduled bookings. Normal activity for skydiving operations is 9am-5pm. Skydive Mt. Whitney plans to begin skydiving operations for prescheduled blocks of time throughout the year. As the parachute center grows, we plan to open full time.

## Insurance

Skydive Mt. Whitney is insured to aviation industry standard by Falcon Aviation insurance. The Skydive Mt. Whitney Assumption of Risk Agreement names the Lone Pine/Death Valley Airport, Inyo County, and all gear manufacturers. A copy of all waivers can be viewed below.

Our Falcon Insurance policy covers anyone on the airport up to \$2,000,000.

\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage excluding Passenger Liability limited.

Skydive Mt. Whitney is a USPA group member (United States Parachute Association). All licensed skydivers and instructors who jump at Skydive Yosemite are USPA members and carry USPA insurance. USPA members receive third-party liability insurance to include bodily injury and property damage while skydiving at a sanctioned drop zone.

## Goals

Skydive Mt. Whitney would like to start working as a seasonal dropzone and continue to expand to a day-to-day business at the Lone Pine Airport. As a professional skydiving school at Lone Pine/Death Valley Airport it is important for us to work to improve the airport as it reflects on our business. We would like to continue to develop ideas with airport management that will improve the look and feel of the airport and give airport users an Eastern Sierra experience as well as an aeronautical experience.

We would like to work with the High School and offer video editing jobs for the skydiving school. We would like to train and offer jobs to the Lone Pine community with year-round employment.

## Advertising

Skydive Mt. Whitney will advertise through the Chamber of Commerce and Tourism Bureau. Skydive Mt. Whitney also plans to do promotional skydives with the concierge of several of the local hotels. We will also advertise using social media and Google AdWords.

## Amenities

Skydive Mt. Whitney will provide a portable toilet (porta-potty) for students to use while on the airport. We will work with Airport Management to determine the best location for the portable toilet.

Skydive Mt. Whitney will supply drinking water for students and visitors.

## Skydive Mt. Whitney flight path from take-off to landing.

Skydive Mt. Whitney will be flying in Owens MOA. We will not be flying in restricted airspace. We will be in contact with Joshua approach 124.55 every skydive flight. 124.55 ATC is notified everyday parachute operations are active at LP/DV Airport. Our flight path is determined by the advisement of ATC. Skydive Mt. Whitney's flight path can change due to wind/weather conditions. Skydive Mt. Whitney's aircraft will depart using standard ODP (obstacle departure procedure) and Noise abatement procedures to foster a safe and diplomatic relationship with the local community. The typical climb profile will take the Jump aircraft north, turning back towards the airport approx. 7,000 AGL. Jump Run will be conducted north to south established at jump altitude (between 11,200,000-14,500 MSL). The Jump plane will transmit and receive on 122.8 MHz as well as local ATC freq. at least 1 minute prior to skydivers exiting the aircraft. (Announcing to ATC and local traffic of jumper status.) Jump planes decent profile will keep the aircraft clear of Jumpers and set up for entry into standard airport pattern entry. Because skydiving aircraft operations are controlled by ATC and adjust flight paths due to winds, clouds, and weather conditions there is no set flight path for a jump plane.

## Skydiver Exit, Freefall, and Landing

Typical jump operations will be conducted within a 2 NM radius of the west side of LP/DV Airport 14,500 MSL and below (see Exhibit B and C below). Parachutes are deployed between 5,500 and 3,000ft AGL within a 2 NM radius of the airport. Parachutes will descend in a pattern to place themselves West of runway 16-34 prior to 2,000 AGL (No Crossing the runway extended centerline below 2,000 AGL) Landing northerly, parachutists will assume a right-hand pattern entry approx. 1000ft AGL, using a descending box pattern with defined base and final legs. Landing southerly, parachutists will assume a left-hand pattern entry approx. 1000ft AGL, using a descending box pattern with defined base and final legs. After landing, skydivers will safely cross runway 13-31 back to the check in area. The information listed here for parachute operations and landings is in accordance with the FAA's Advisory Circular AC No: 105-2E and AC90-66A Exhibit "D" is a diagram from the FAA regarding skydiving operations at airports.

The parachutes sport jumpers and tandem jumpers are flying are ram air parachutes and can be turned in any direction the pilot wants to fly. Landing in a specific location is an easy task for USPA licensed parachute pilots. Many skydiving operations exist at busy airports with a harmonious relationship with all airport users. The FAA is in full support of skydiving operations and has dedicated Advisory Circulars for skydivers and pilots as guidance. Skydive Mt. Whitney will be a sanctioned USPA Dropzone and follow all FAA laws and USPA Basic Safety Requirements. For more information visit <https://uspa.org/Governance>

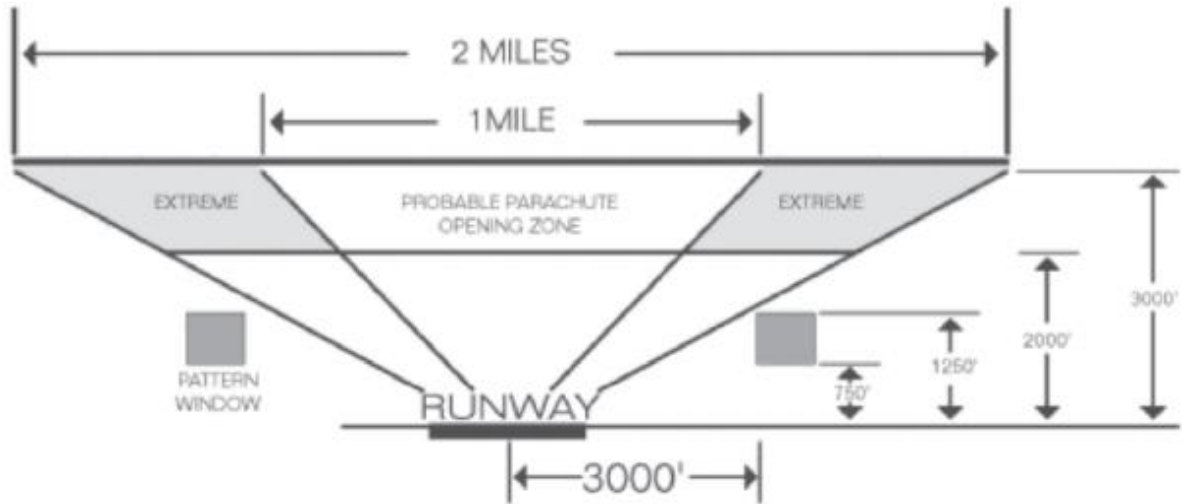
# Exhibit C



Exhibit "D" Taken from FAA document AC90-66A

# PARACHUTE OPERATIONS

SIDE VIEW



TOP VIEW

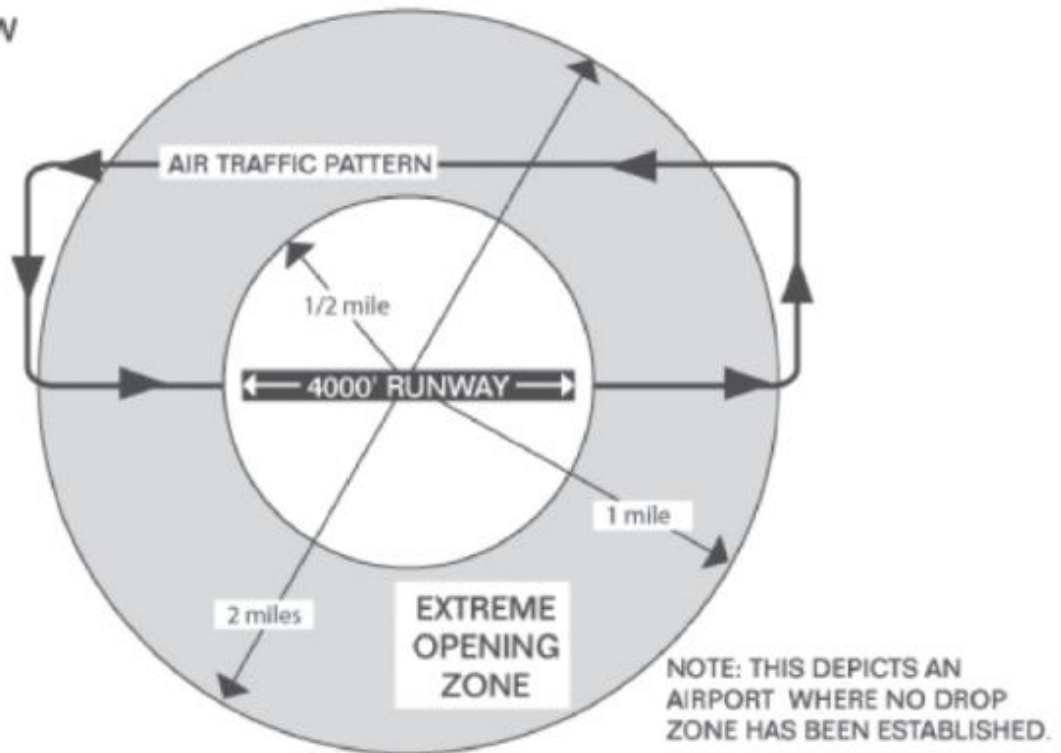
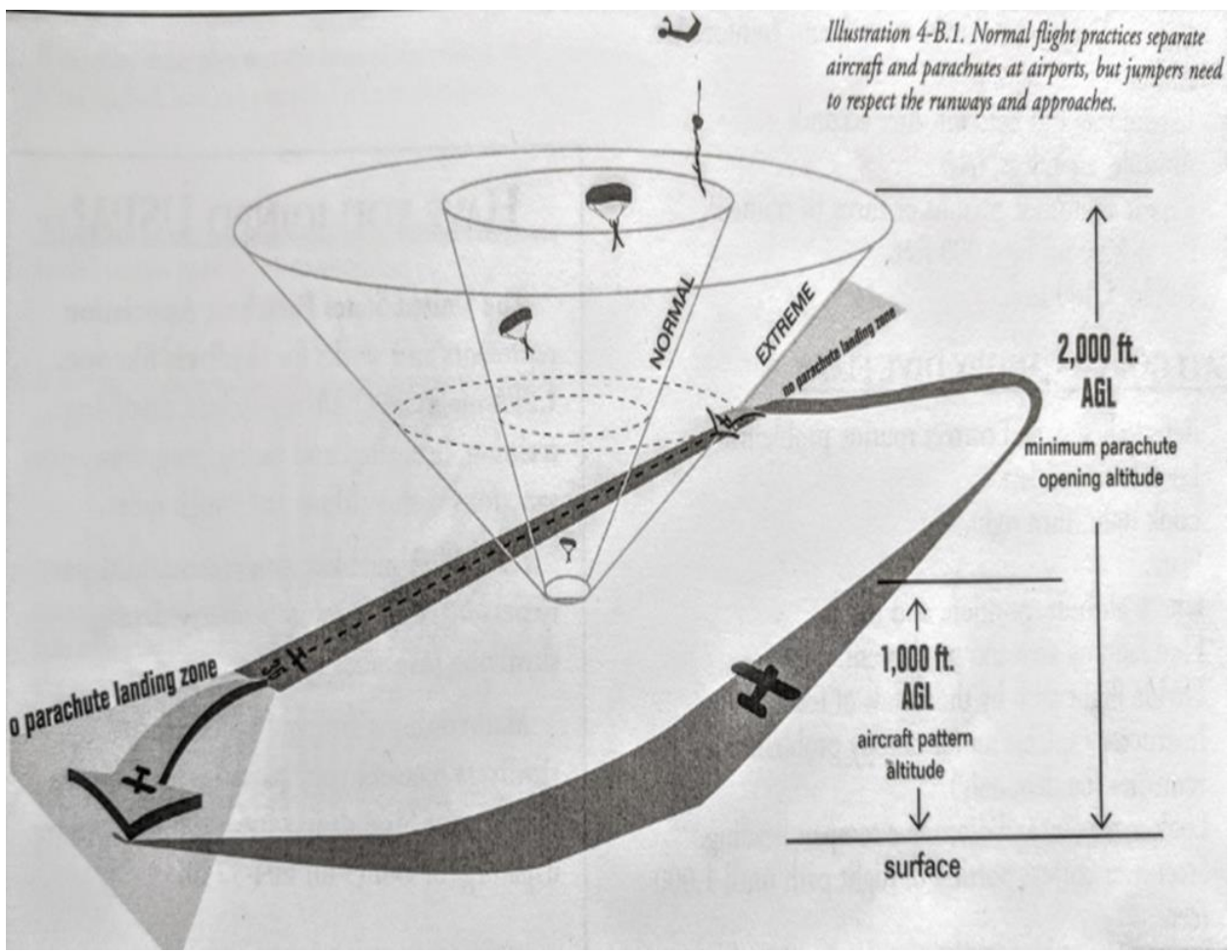


FIGURE 26 Depiction of a parachute jump zone (Source: FAA 1993.).

Exhibit "D" continued



## Emergency Operations Plan

# DROP ZONE EMERGENCY CHECKLIST

1. Call for medical assistance or 911
2. Administer first aid
3. Secure the area
4. Do not allow anyone to tamper with the equipment
5. Stop jumping
6. Secure the victim's personal effects
7. Secure the victim's logbook, a copy of the liability release, emergency contacts, manifest record, DZ training log (if applicable) and any other related documents
8. Notify the victim's next of kin
9. In the event of a fatality, notify the local FAA Flight Standards District Office and USPA Safety and Training Director Ron Bell at (540) 604-9740
10. No social media posts







# Use License Agreement

This Use Licensing Agreement (“Agreement”) is made on \_\_\_\_\_, 2022 between the COUNTY OF INYO, a political subdivision of the State of California (hereinafter referred to as “County”) and Skydive Yosemite DBA Skydive Mt Whitney (hereinafter referred to as “Operator”). County and Operator are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

1. Permitted Activity. Operator is granted authorization to conduct skydiving jumps at the Airport using the designated landing zone, as depicted in Exhibit A, subject to the terms and conditions of this Agreement.
2. Term. The Agreement term shall commence on March 1, 2022, and shall terminate on June 30, 2023 unless sooner terminated or extended as provided for in this Agreement. Thereafter, the term shall automatically renew for one (1) year periods (each a “Renewal Term”) for up to five (5) Renewal Terms unless either party notifies the other of its election not to renew within sixty (60) days before the start of the next Renewal Term. The Initial Term, together with all Renewal Terms, if any, is referred to herein as the “Term”.
3. Consideration. Operator shall pay to County fees as noted below. Payment shall be made to County of Inyo, Public Works Department, PO Drawer Q, Independence, CA 93514. Additional fees including but not limited to aircraft hangar leasing and vehicle storage may apply for operations using other County facilities. Fees shall be either:
  - a. Weekly Rate of \$50.00
  - b. Monthly Rate of \$150.00
  - c. Fees may be offset by Operator made improvements to the Airport. Written approval of the proposed improvements, and the monetary value of said improvements, must be made by the County before any actions are taken. The Operator shall submit an estimate the value, including materials and labor.
4. Uses, Purposes.
  - a. Authorization to Conduct Skydiving Jumps. Operator is granted authorization to conduct skydiving jumps at the Airport using the designated landing zone. Operator shall conduct such operations in accordance with this Agreement and subject to its limitations. Operator shall not have the privilege of using the Airport for any other purposes than specifically set forth in this Agreement. This Agreement and the authorization to conduct certain operations herein are valid only to the extent of the County’s jurisdiction as landowner/lessee of the Airport. Acquisition of any other necessary permits or entitlements for use is the responsibility of Operator. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the County.
  - b. Operator’s Use of Airport and Airport Facilities. Operator is granted the use, in common with others authorized to use the same, of the Airport and all public facilities at the Airport which are now or may hereafter be provided by County for use in connection with the operation of Operator’s aircraft to and from, and in, on, or about the Airport, including , but not limited to, taxiways, runway, apron, and facilities related thereto; provided, however, County, by agreeing to such use, does not assume any obligation or liability to acquire, establish, install, or maintain any facilities or appurtenance not presently in existence and operation at the Airport nor to continue to maintain and operate all present facilities. Operator’s use of the Airport and all public facilities at the Airport may include and contemplates any or all of the following:
    - i. The right to land, take off, fly over, taxi, push, tow, load, unload, service, and park Operator’s aircraft in connection with Operator’s operations and in accordance with the requirements established this agreement.

- ii. The right to land skydivers in connection with this agreement in the area as depicted in Exhibit A.
  - iii. The right to non-exclusive use of the picnic area depicted in Exhibit A.
- 5. Conditions of Operations. Operator is permitted to conduct skydiving operations subject to the following conditions.
  - a. Operator shall comply with all laws concerning the Airport and Operator's use of the Airport. Operator shall obtain and maintain any and all permits and licenses which may be required in connection with the conduct of its operation. Operator shall not make any physical modifications to the Airport site, including but not limited to the PLA, without the prior written authorization of the County. Operator shall not place any signage on Airport property without prior County approval.
  - b. Operator shall adhere to any and all applicable FAA regulations, including but not limited to:
    - i. Federal Aviation Regulation Parts 61, 65, 91, 105, and 119, as amended.
    - ii. Advisory Circular 90-66B, 91-45C, and 105-2E, as amended or replaced.
    - iii. 49 Code of Federal Regulations Part 830, as amended or replaced.
  - c. Operator shall not use the Airport to commit any disorderly, obscene, indecent, dangerous, or unlawful act, or commit any nuisance on the Airport. Consumption of alcohol is prohibited on County property in connection with this agreement.
  - d. Operator shall cooperate with any reasonable request from County's Airport Manager regarding use of operations at the Airport.
  - e. Skydiving shall be conducted only within the designated landing zone, as identified in Exhibit A, and in accordance with Advisory Circular 105-2E, as amended. Operator must examine the condition of the landing zone prior to conducting any skydiving operation to determine if it is safe. The County is not responsible to maintain the landing zone for the purpose of landing skydivers. Operator may perform maintenance on the landing zone with prior written approval by the County.
  - f. Operator shall maintain a group membership with the United States Parachute Association (USPA) and ensure that all tandem instructors maintain a USPA D license, a USPA Tandem rating, sigma rating, and FAA 3rd class medical certification. Operator shall ensure that all solo jumpers are licensed by the USPA.
  - g. Operator shall temporarily cease its use of the landing zone to accommodate special activities permitted by the County at the Airport. County shall provide Operator notice of the special activity at least thirty days prior to the scheduled activity. County shall not schedule more than five single-day special activities in a twelve-month period.
  - h. Operator may be required to temporarily cease its use of the landing zone to accommodate emergency activities at the Airport, including wildland fire suppression activities or extensive search and rescue operations. The Operator shall be given as much advanced notice as possible, however this may be limited due to the nature of the activities.
  - i. Operator shall not permit any employee, agent, client, contractor, subcontractor, representative, or any other person to travel across the runways or taxiways without proper flag and radio equipment powered up and tuned to the current Unicom frequency as the FAA or Airport Manager shall designate in writing. Operator shall identify all vehicles used within the Aircraft Operations Area (AOA) with markings and flagging in

accordance with FAA requirements. Vehicles to be operated on the Airport by Operator must be licensed and operated by a person with a valid driver license.

- j. Operator shall comply with all local laws and regulations, as may be amended from time to time, including without limitation the County's Airport Rules and Regulations, as may be amended from time to time.
- k. Parking.
  - i. The Operator and clients shall comply with the parking areas depicted in Exhibit A. No parking will occur in the road shoulder of State Highway 395.
  - ii. At no time will any vehicle associated with the Operator block the AOA gate or impede access to the airfield, hangars or other buildings.
  - iii. Overnight parking is not allowed unless special permission is given by the Airport Manager.

## 6. Insurance

- a. Duty to Maintain Insurance. Operator shall obtain insurance acceptable to County in company or companies acceptable to County, as described below. The required documentation of insurance shall be furnished to County upon the execution of this agreement. Such insurance shall cover acts and omissions of Operator and its employees, agents, clients, contractors, subcontractors, and representatives. To the extent Operator's insurance does not cover Operator's employees, agents, client's contractors, subcontractors, and representatives, Operator shall provide documentation showing that such employees, agents, clients, contractors, subcontractors, and representatives has obtained such insurance for itself and its employees, agents, contractors, subcontractors, and representatives in a form and from a company or companies acceptable to County.
  - i. Aircraft Liability Insurance. Aircraft liability insurance, including coverage for commercial general liability and non-owned aircraft, covering personal injury and property damage for all activities of Operator arising out of or in connection with this agreement using an occurrence policy form, with policy limits of not less than \$1,000,000 per occurrence. Such policy shall be endorsed with the following specific language:
    - 1. "The County of Inyo is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement."
    - 2. "This insurance provided herein is primary coverage to the County of Inyo with respect to any policy of insurance or self- insurance programs maintained by the County."
    - 3. "The policy shall not be canceled or materially changed without first giving the County of Inyo thirty (30) days' notice by certified mail."
  - ii. Workers' Compensation. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' notice to the County of Inyo by certified mail."
  - iii. Automobile Liability. Automobile Liability Insurance covering bodily injury and property damage in an amount not less than \$1,000,000, combined single limit for each occurrence. Said insurance shall include coverage for owned, hired and non-owned vehicles. All policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' notice to the County of Inyo by certified mail."

- b. Policy Obligations. Operator's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- c. Increase in Minimum Policy Limits. For insurance with no statutory limit policy limits shall be periodically increased at the request of the County.
- d. Certificate of Insurance. Operator shall furnish County with copies of such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Agreement, Operator shall furnish County with binders representing all insurance required by this agreement.
- e. Failure to Maintain Insurance. Proof of Compliance. Operator shall deliver to County, in the manner required for notices, copies of certificates of all insurance policies required by this Agreement, together with evidence satisfactory to County of payment required for procurement and maintenance of the policy, within the following time limits:
  - i. Execution of Agreement. Proof of insurance required under this Agreement shall be provided upon execution of Agreement.
  - ii. Renewals and Replacements. For any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.
  - iii. Failure to Procure and Maintain Insurance. Notwithstanding anything stated to the contrary herein, if Operator fails or refuses to procure or maintain insurance as required by this agreement, or fails or refuses to furnish County with required proof that the insurance has been procured and is in force and paid for, County shall have the right, at the Director of Public Works election and without notice, to immediately terminate this Agreement. In the event the Director of Public Works elects to terminate the Agreement pursuant to this paragraph and Operator later obtains and provides evidence of the required insurance acceptable to County, this Agreement may be reinstated at the sole discretion of the Director of Public Works.

7. Indemnification/Hold Harmless.

- a. Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:
- b. Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.
- c. Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.
- d. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence

on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

- e. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee, Lessee's airplane, or any other property of Lessee from any cause, including inclement weather or natural disasters. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

#### 8. Defaults and Remedies.

- a. Operator's Default. The occurrence of any of the following shall constitute a default by Operator under this Agreement:
  - i. Operator's failure to pay when due any fee required to be paid under this Agreement if the failure continues for three (3) days after written notice of the failure from County to Operator.
  - ii. Operator's failure to perform any other obligation under this Agreement if the failure continues for fifteen (15) days after written notice of the failure from County to Operator.
  - iii. Operator's failure to comply with Section 5 of this Agreement.
  - iv. Conduct or behavior by operator and/or its employees, agents, clients, contractors, subcontractors, and representatives that demonstrates in the judgment of County that Operator is not able to comply with the requirements of Section 5 of this Agreement.
- b. County's Remedies on Operator's Default. On the occurrence of a default by Operator, County shall have the right to terminate this Agreement. Once County has terminated this Agreement Operator shall cease all operations at the Airport. County shall have the right to pursue any remedies now or later available to County at law or in equity. These remedies are not exclusive but cumulative.
- c. Operator's Remedies on County's Default. Operator waives any right to terminate this Agreement on County's default under this Agreement. Operator's sole remedy on County's default is an action for damages or injunctive or declaratory relief.

#### 9. FAA-Required Provisions

- a. Nondiscrimination. The tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

- b. Airport Protection. It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

- c. Property Rights Reserved. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Airport.
- d. Exclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

- 10. Notices. Any notice required by the Lease or applicable law to be given or served on the Operator or County may be given or served either by personal delivery to the County or the Operator, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY: Ashley Helms  
Deputy Public Works Director - Airports,  
703 Airport Rd, Bishop, CA, 93514  
Phone: 760-878-0200  
Email: [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us)

OPERATOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Miscellaneous Provisions.

- a. Joint and Several Obligations. If Operator consists of more than one person, the

obligation of all such persons is joint and several.

- b. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Agreement are incorporated in the Agreement by the respective references to them.
- c. Merger. This Agreement is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either party. Each party has relied on his or her own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.
- d. Applicable Law and Forum. This Agreement shall be constructed and interpreted according to California law and any action to enforce the terms of this Agreement or for breach thereof shall be brought and tried in the County of Inyo.
- e. Compliance with Safety Determination. The County shall adhere to all relevant FAA regulations.
- f. Time of Essence. Time is and shall be of the essence of this Agreement and each and every provision contained in this Agreement.
- g. Assignment. This Agreement is non-transferable and shall not be assigned.
- h. Construction of Agreement; Severability. To the extent allowed by law, the terms, conditions, provisions and agreements in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Operator agree that in the event any term, condition, provision or agreement in this Agreement is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, condition, provision or agreement shall in no way affect any other term, condition, provision or agreement in this Agreement.
- i. In the event that County in its sole and absolute discretion determines that this Agreement, any provision contained herein, or any performance under the Agreement may cause a violation of any agreement between County and the United States, County shall have the unilateral right to modify or terminate this Agreement.
- j. No Third Party Beneficiary Status. The provisions of this Agreement are for the sole benefit of the County and Operator and will not be construed as conferring any rights on any third party including, but not limited to, third party beneficiary rights. Operator acknowledges that it is not a third party beneficiary of any agreement between the County and the United States regarding the Airport, including but not limited to grant assurances.
- k. Relationship. The parties intend by this Agreement to establish the relationship of County and Operator only, and do not create a partnership, joint venture, joint enterprise, or any business relationship other than that of County and Operator.
- l. Standards of Consent. Unless a different standard is expressly set forth herein, any time County's consent is required or a determination is to be made by County, County may make such determination of grant or withhold such consent in its sole and absolute discretion.



IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY**

**LESSEE**

By \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

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

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

Approved as to form and legality:

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

Approved as to accounting form and content:

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

Approved as to insurance and risk management:

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

# **EXHIBIT A**

Designated Landing and Parking Areas







# EXHIBIT B

## Additional Rules and Regulations

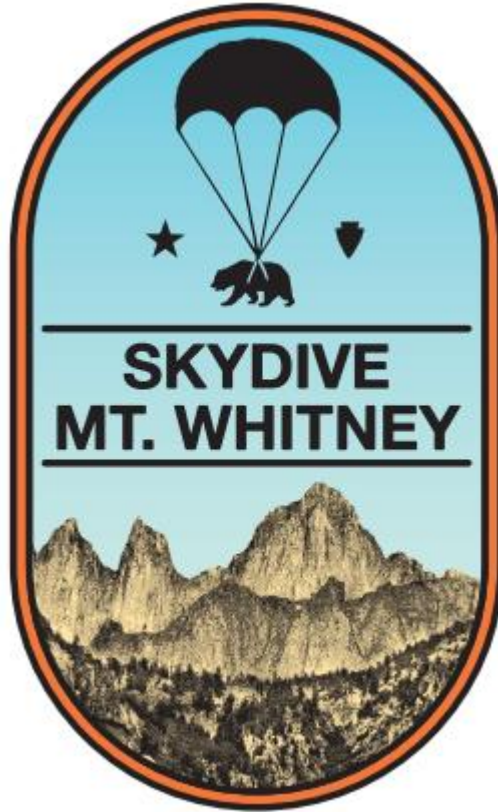
1. All jumps must be conducted in full compliance with 14 CFR Part 105.
2. A NOTAM must be established and published through the appropriate aeronautical entity to advise all airport users of the parachute jump activities; this can be done through Airport Management (request at least two days in advance) or by calling Leidos Flight Services. Additionally, Skydive Mt Whitney will notify the R-2508 Central Coordinating Facility the day before parachute jump activities.
3. Radio contact between the jump aircraft and Joshua ARTCC must be established and maintained throughout the jump activity.
4. The jump aircraft pilot will communicate with Joshua ARTCC and visually scan the area to ensure aircraft are not entering or maneuvering within the traffic pattern prior to authorizing jumpers to depart the aircraft.
5. Radio transmission will be conducted by the jump aircraft on the LP/DV Airport advisory frequency 122.80 (CTAF/UNICOM) to alert anyone in the area that jump activities are in progress.
6. Jumpers will be briefed to maintain directional control at all times and remain clear of the runway and stay within the designated drop zone area.
7. As noted in the Skydive Mt Whitney Business Proposal (Exhibit C), the Operator will lease and maintain a portable toilet and hand-washing facility for their guests. If the on site outdoor bathroom facility is renovated and re-opened in the future, this requirement may be removed.

# EXHIBIT C

Skydive Mt Whitney Business Proposal



# Skydive Mt. Whitney Business Plan



Skydive Mt. Whitney  
760.614.3163  
info@skydivemtwhitney.com

## Skydiving School located at Lone Pine/Death Valley Airport

Skydive Mt. Whitney will be a professional skydiving school located at Lone Pine-Death Valley Airport operating in accordance with all applicable rules and regulations of the Lone Pine/Death Valley Airport and under all State and Federal laws.

Skydive Mt Whitney will offer an introduction to the sport of skydiving through tandem skydive jumps. Skydive Mt Whitney will also offer ground school for the first solo jump program, and instructor rating training jumps for A, B, C, and D licensed skydivers. Skydive Mt Whitney is a USPA Group Member (United States Parachute Association). As a USPA group member, Skydive Mt. Whitney will promote safety and professionalism of the aeronautical sport of skydiving. For more information on solo jumps and ratings please see the Skydivers Information Manual here:

[https://uspa.org/Portals/0/files/Man\\_SIM.pdf](https://uspa.org/Portals/0/files/Man_SIM.pdf)

Every skydive at Skydive Mt Whitney is an educational experience for each student, from tandem to D license and every rating in between. Students will have an amazing Eastern Sierra experience while learning to skydive at the Lone Pine Airport.

The landing area will be shared with paragliders, hang gliders, and any other airport users. The landing area is on the northwest side of the airport and is suitable for parachute landings under the United States Parachute Association (USPA) Skydiver Information Manual (SIM) which is in accordance with the FAA. Skydive Mt. Whitney will be in Communication with all other airport activities on every skydive flight. Joshua Approach **ATC (air traffic control) will always be notified for every skydive and flight.**

## Land Use

### Skydive Mt. Whitney's Guests/Workers and Vehicle Parking

Skydive Mt. Whitney would like to rent a hangar for parachute packing, rigging, and aircraft storage.

Students and accompanied spectators of Skydive Mt. Whitney will arrive at the northwest gate located on HWY 395. The location of the gate along with 8 parking spots is more specifically shown on Exhibit "A" below. Skydive Mt. Whitney's employees will park at a designated location on the airport shown on Exhibit "A". The employee parking area will be maintained by Skydive Mt. Whitney and will be free of debris and overgrowth. Skydive Mt. Whitney will utilize and maintain the small "picnic area" shown on Exhibit "A" as a spectator viewing, manifest, and any airport user area. Skydive Mt. Whitney's landing area will be a short walk from the "picnic area". The tandem landing area is shown on Exhibit "B" along with the main landing area. Fencing and signage will be temporary in the early stages. We will work with airport management to determine the best location for long term fencing and signage.

Skydive Mt Whitney would like to rent a porta-potty and work with airport management to determine the best location for the toilet on the airport.

Exhibit A



## Exhibit B



### Students and Pedestrians on the Airport

The Skydive Mt. Whitney's airplane holds a maximum of two tandem skydivers at a time that are pre-scheduled throughout the day. Scheduled Students and Pedestrians will be accompanied onto the airport by an instructor through the northwest gate. Students and Pedestrians will be briefed on safety and not be permitted to walk around the airport. During the airport safety briefing, Skydive Mt. Whitney's staff will stress the importance of airport safety and the importance of staying within the boundaries we have established.

## Number of Aircraft

Skydive Mt. Whitney will operate 1 Cessna 182 for tandem skydiving and sport jumps. For skydive training events Skydive Mt. Whitney will operate a Cessna 208 Caravan, Twin Otter, or Skyvan. Our main objective as the school grows is to cooperate with all airport users and to maintain safety as the #1 priority.

## Number of persons to be employed.

Skydive Mt. Whitney will hire W2 employees and 1099 independent contractors for skydiving operations. Julia Wignall (owner) will be the head rigger for all parachute rigging and packing. Paul Wignall (owner) will be the S&TA (safety and training advisor) and the head skydive instructor.

All skydive instructors will be USPA licensed tandem instructors and be UPT rated instructors. All instructors must comply with all applicable rules and regulations and will be supervised by the head instructor Paul Wignall. All airplane Pilots will be FAA commercial pilots and trained by an experienced skydiving pilot. All parachute packers will be trained and supervised by Julia Wignall and work in accordance with FAA regulations. Skydive Mt Whitney will be managed by Paul Wignall and managed by an employed manager of Skydive Yosemite LLC.

Paul Wignall has worked in the skydiving industry for 13 years. Paul has worked at several drop zones around America. Paul's ratings include Coach, S&TA, AFFI, and Tandem Instructor. Paul has worked in management positions at Start Skydiving in Middletown Ohio and Skydive Santa Barbara.

Julia Wignall has worked in the skydiving industry for 8 years. Julia is a FAA certified Senior Parachute Rigger and a B licensed skydiver. Julia received her bachelors in fashion design at FIDM. Julia acquired a scholarship from FIDM for a specialized degree in advanced studies of which only 10 students a year are chosen.

Skydive Mt. Whitney is a family-owned skydiving school.

## Operating Hours

7 days a week sunrise to sundown, weather dependent. Hours of operation will be determined by the scheduled bookings. Normal activity for skydiving operations is 9am-5pm. Skydive Mt. Whitney plans to begin skydiving operations for prescheduled blocks of time throughout the year. As the parachute center grows, we plan to open full time.

## Insurance

Skydive Mt. Whitney is insured to aviation industry standard by Falcon Aviation insurance. The Skydive Mt. Whitney Assumption of Risk Agreement names the Lone Pine/Death Valley Airport, Inyo County, and all gear manufacturers. A copy of all waivers can be viewed below.

Our Falcon Insurance policy covers anyone on the airport up to \$2,000,000.

\$1,000,000 Combined Single Limit of Bodily Injury and Property Damage excluding Passenger Liability limited.

Skydive Mt. Whitney is a USPA group member (United States Parachute Association). All licensed skydivers and instructors who jump at Skydive Yosemite are USPA members and carry USPA insurance. USPA members receive third-party liability insurance to include bodily injury and property damage while skydiving at a sanctioned drop zone.

## Goals

Skydive Mt. Whitney would like to start working as a seasonal dropzone and continue to expand to a day-to-day business at the Lone Pine Airport. As a professional skydiving school at Lone Pine/Death Valley Airport it is important for us to work to improve the airport as it reflects on our business. We would like to continue to develop ideas with airport management that will improve the look and feel of the airport and give airport users an Eastern Sierra experience as well as an aeronautical experience.

We would like to work with the High School and offer video editing jobs for the skydiving school. We would like to train and offer jobs to the Lone Pine community with year-round employment.

## Advertising

Skydive Mt. Whitney will advertise through the Chamber of Commerce and Tourism Bureau. Skydive Mt. Whitney also plans to do promotional skydives with the concierge of several of the local hotels. We will also advertise using social media and Google AdWords.

## Amenities

Skydive Mt. Whitney will provide a portable toilet (porta-potty) for students to use while on the airport. We will work with Airport Management to determine the best location for the portable toilet.

Skydive Mt. Whitney will supply drinking water for students and visitors.

## Skydive Mt. Whitney flight path from take-off to landing.

Skydive Mt. Whitney will be flying in Owens MOA. We will not be flying in restricted airspace. We will be in contact with Joshua approach 124.55 every skydive flight. 124.55 ATC is notified everyday parachute operations are active at LP/DV Airport. Our flight path is determined by the advisement of ATC. Skydive Mt. Whitney's flight path can change due to wind/weather conditions. Skydive Mt. Whitney's aircraft will depart using standard ODP (obstacle departure procedure) and Noise abatement procedures to foster a safe and diplomatic relationship with the local community. The typical climb profile will take the Jump aircraft north, turning back towards the airport approx. 7,000 AGL. Jump Run will be conducted north to south established at jump altitude (between 11,200,000-14,500 MSL). The Jump plane will transmit and receive on 122.8 MHz as well as local ATC freq. at least 1 minute prior to skydivers exiting the aircraft. (Announcing to ATC and local traffic of jumper status.) Jump planes decent profile will keep the aircraft clear of Jumpers and set up for entry into standard airport pattern entry. Because skydiving aircraft operations are controlled by ATC and adjust flight paths due to winds, clouds, and weather conditions there is no set flight path for a jump plane.

## Skydiver Exit, Freefall, and Landing

Typical jump operations will be conducted within a 2 NM radius of the west side of LP/DV Airport 14,500 MSL and below (see Exhibit B and C below). Parachutes are deployed between 5,500 and 3,000ft AGL within a 2 NM radius of the airport. Parachutes will descend in a pattern to place themselves West of runway 16-34 prior to 2,000 AGL (No Crossing the runway extended centerline below 2,000 AGL) Landing northerly, parachutists will assume a right-hand pattern entry approx. 1000ft AGL, using a descending box pattern with defined base and final legs. Landing southerly, parachutists will assume a left-hand pattern entry approx. 1000ft AGL, using a descending box pattern with defined base and final legs. After landing, skydivers will safely cross runway 13-31 back to the check in area. The information listed here for parachute operations and landings is in accordance with the FAA's Advisory Circular AC No: 105-2E and AC90-66A Exhibit "D" is a diagram from the FAA regarding skydiving operations at airports.

The parachutes sport jumpers and tandem jumpers are flying are ram air parachutes and can be turned in any direction the pilot wants to fly. Landing in a specific location is an easy task for USPA licensed parachute pilots. Many skydiving operations exist at busy airports with a harmonious relationship with all airport users. The FAA is in full support of skydiving operations and has dedicated Advisory Circulars for skydivers and pilots as guidance. Skydive Mt. Whitney will be a sanctioned USPA Dropzone and follow all FAA laws and USPA Basic Safety Requirements. For more information visit <https://uspa.org/Governance>

# Exhibit C

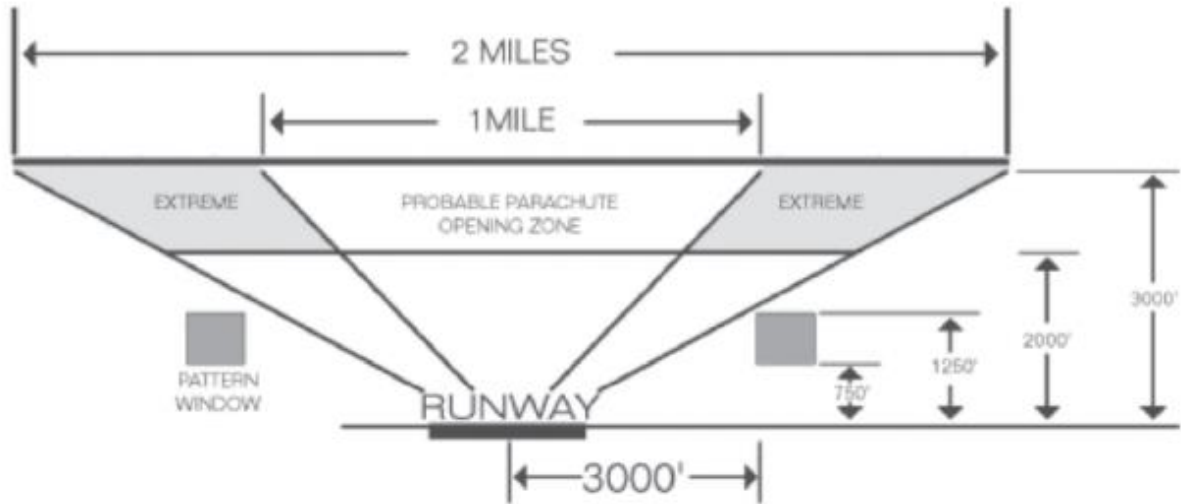




Exhibit "D" Taken from FAA document AC90-66A

# PARACHUTE OPERATIONS

SIDE VIEW



TOP VIEW

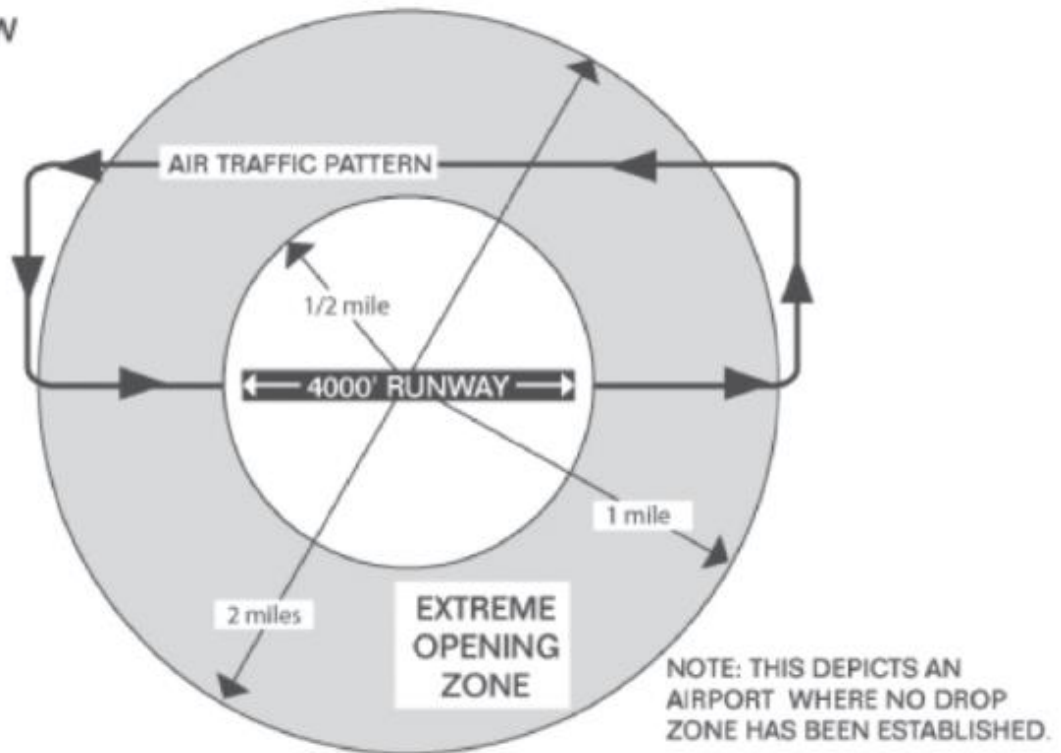
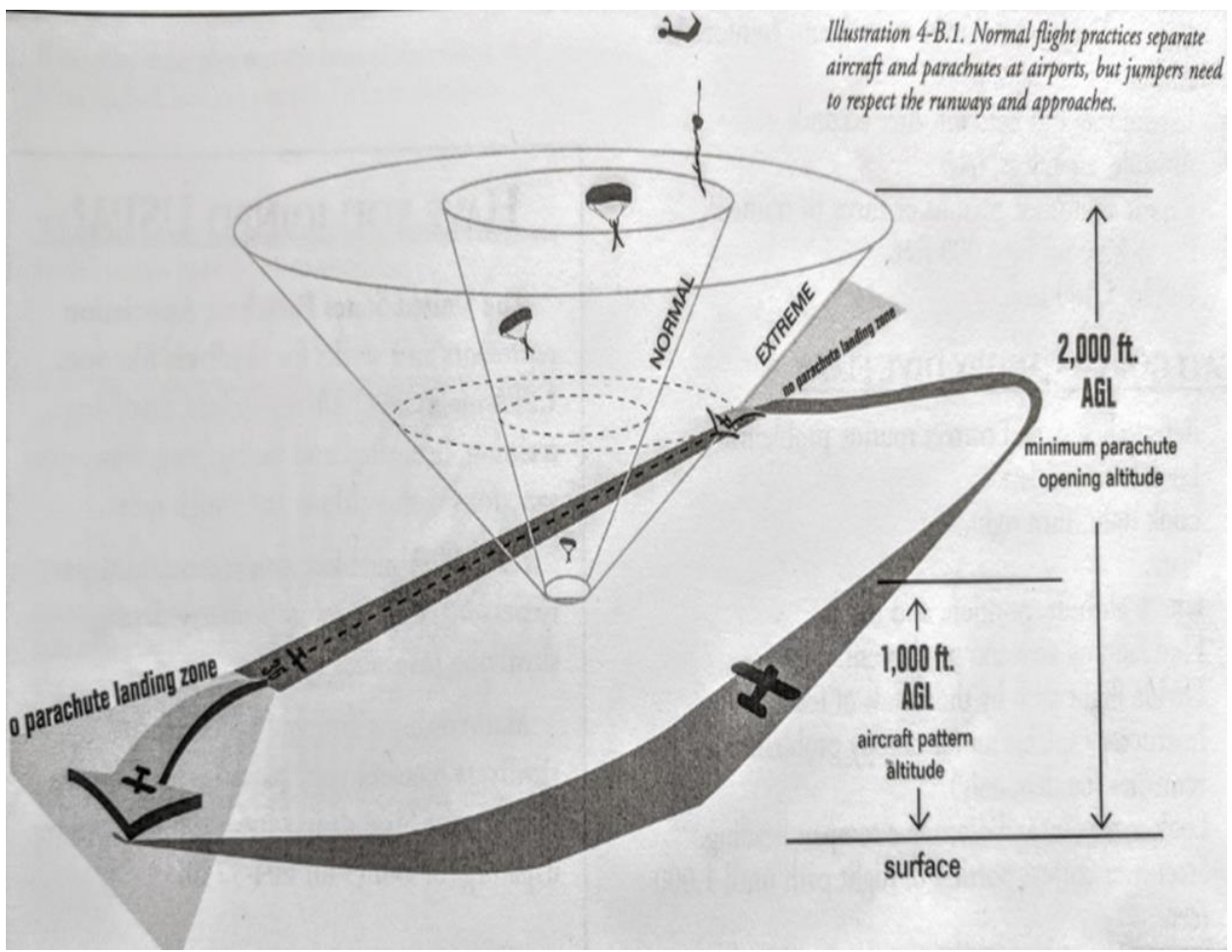


FIGURE 26 Depiction of a parachute jump zone (Source: FAA 1993.).

Exhibit "D" continued



## Emergency Operations Plan

# DROP ZONE EMERGENCY CHECKLIST

1. Call for medical assistance or 911
2. Administer first aid
3. Secure the area
4. Do not allow anyone to tamper with the equipment
5. Stop jumping
6. Secure the victim's personal effects
7. Secure the victim's logbook, a copy of the liability release, emergency contacts, manifest record, DZ training log (if applicable) and any other related documents
8. Notify the victim's next of kin
9. In the event of a fatality, notify the local FAA Flight Standards District Office and USPA Safety and Training Director Ron Bell at (540) 604-9740
10. No social media posts

# EXHIBIT D

Skydive Mt Whitney Waiver Examples

# SKYDIVE MT. WHITNEY

## LICENSED SKYDIVER ASSUMPTION OF RISK AGREEMENT

Location: Lone Pine/Death Valley Airport

Skydive Yosemite LLC  
d/b/a Skydive Mt. Whitney  
Mariposa-Yosemite County Airport  
5020c Macready Way  
Mariposa, CA 95338

NAME:

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS  
PLEASE READ IT CAREFULLY.

DATE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_ WEIGHT (lbs) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ I.D. \_\_\_\_\_

EMAIL \_\_\_\_\_

IN CASE OF EMERGENCY NOTIFY: \_\_\_\_\_

PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

HOW DID YOU HEAR ABOUT SKYDIVE YOSEMITE? \_\_\_\_\_

HAVE YOU EVER JUMPED BEFORE? \_\_\_\_\_ IF YES, NUMBER OF JUMPS \_\_\_\_\_

USPA LICENSED SKYDIVERS ONLY:  
USPA MEMBERSHIP NUMBER: \_\_\_\_\_ EXPIRATION \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

RESERVE REPACK DATE (office use only): \_\_\_\_\_

Notes (office use only):

### NOTICE:

There is an accident report, which reports some accidents and injuries that have occurred in skydiving, available for your inspection. **Your skydiving activities are not covered by any insurance.** If you require insurance, you must furnish your own insurance, through your own insurance carrier. **As per California Public Utilities Code § 24351, there is no liability insurance coverage while riding in the aircraft.** Skydiving and all associated activities are **HIGH RISK.** The risks include, but are not limited to, the risk of sprains, broken bones, serious injury, and death.

I have read and understand the above NOTICE: \_\_\_\_\_.

For consideration of Skydive Yosemite LLC allowing [redacted] to utilize the facilities and participate in the skydiving/parachuting, aviation, and related activities (hereinafter referred to as "activities covered by the Agreement" or "skydiving activities"), **I agree that:**

**1. ASSUMPTION OF RISK.** I know and understand the scope, nature, and extent of the risks involved in the activities covered by this Agreement. I understand these risks include, but are not limited to: equipment malfunction and/or failure to function; defective and/or negligent design and/or manufacture of equipment; improper and/or negligent parachute packing and/or assembly; improper and/or negligent operation and/or use of the equipment; aircraft malfunction and/or negligent aircraft operation; carelessness and/or negligent instruction and/or supervision; passive or active negligence; or hidden, latent, or obvious defects in the equipment used or in or on any part of the premises. For the purposes of this document, "premises" shall mean and refer to any and all of the following used in the activities covered by the Agreement: (i) aircraft; (ii) airport; (iii) the real property where the landing from the jump occurs and the surrounding areas whether or not it is the intended landing area. **I voluntarily, freely, and expressly choose to incur all risks associated with the activities covered by this Agreement, understanding that those risks may include personal injury, damage to property, and/or death.**

[redacted]

*Initial*

**2. EXEMPTION AND RELEASE FROM LIABILITY.** I exempt and release the following persons, corporations, and organizations: Skydive Yosemite LLC, doing business as Skydive Mt. Whitney; all instructors; all manufacturers, distributors, and dealers of skydiving equipment; all aircraft owners, and pilots with whom it contracts for flying services; land owners; the United States Parachute Association (USPA); the County of Inyo; and all of each person's, corporations, and organization's officers, agents, servants, employees, contractors, representatives, volunteers, and lessors; (hereinafter collectively referred to as "Releasees"), **from any and all liability, claims, demands, actions or causes of action, whatsoever, arising out of any damage, loss or injury to me or my property, or my death, while upon the premises or aircraft or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause.**

[redacted]

*Initial*

**3. COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise against any of Releasees, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause. **I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of Releasees, nor shall they initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from activities covered by this Agreement, whether caused by the negligence and for other fault, either active or passive, of any of Releasees, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf.** Should any such suit or action at law or otherwise be instituted against any of Releasees, I agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals there from. **I acknowledge and agree that this agreement shall remain in full force and effect now and in the future.**

[redacted]

*Initial*

**4. INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees or from any other cause.

[redacted]

*Initial*

**5. EXPRESS AND VOLUNTARY ASSUMPTION OF RISK.** I understand and acknowledge that skydiving activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. **I expressly and voluntarily assume all risks associated with skydiving activities, and all activities covered by this Agreement.** I am fully aware that skydiving activities, and all activities covered by this Agreement, include the possibility of serious injury and/or death. Knowing this, **I assume all risks of injury or death**, even though there may be passive or active negligence, hidden, latent, or obvious defects in or on the premises, equipment, aircraft, or instruction and training.



*Initial*

**6. NO EXPRESS OR IMPLIED WARRANTIES.** I understand that all equipment I will use during the activities covered by this agreement (hereinafter “the equipment”) is provided without warranty. The equipment is not warranted that it is fit for a particular purpose, whatsoever. **The equipment does not always work the way it is expected or intended to work.** Furthermore, I understand that my performance during the activities covered by this agreement can drastically effect the operation of the equipment. **I understand that there is no warranty, express or implied, whatsoever, as to the adequacy of the training provided to me.** I understand that the nature of skydiving, and the nature of the activities covered by this agreement, makes it impossible for an instructor to determine, with any degree of certainty, that I have been trained properly and adequately, or that I have grasped and comprehend the instruction given to me. Furthermore, it is impossible for an instructor to predict how I will react under the high-speed conditions and stress that are inherent in skydiving activities. **Should I elect to participate in the activities covered by this agreement, I will be deemed to have warranted to Releasees that based on my own evaluation and understanding of training I have received that I can safely perform the activities covered by this agreement.**



*Initial*

**7. INSPECTION OF PREMISES.** I specifically agree that I have been afforded the opportunity to inspect all of the equipment, aircraft, and facilities provided by Skydive Yosemite LLC, doing business as Skydive Mt. Whitney, and all Releasees, and the intended landing area. I acknowledge that the landing area contains dangerous objects, both natural and man-made, that can cause injury to me upon landing. Furthermore, **I understand that even under the best of circumstances landing can be an extremely dangerous activity in which many injuries or deaths occur.** Furthermore, I agree that there is an accident report available for my inspection that details some of the accidents and injuries that have occurred in skydiving and the activities covered by this agreement. **Based upon my independent evaluation of the risks involved, I reaffirm my assumption of risks and dangers outlined in this agreement.**



*Initial*

**8. VALIDITY OF WAIVER.** I understand and agree that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of Releasees because of injury to my person or property, or my death, due to the activities covered by this Agreement, **this Agreement can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.**



*Initial*

**9. REPRESENTATIONS AND WARRANTIES.** I represent and warrant that (a) I have no physical infirmity, previous injury, or chronic illness that could affect my ability to safely engage in the activities covered by this agreement (b) I am not under any medication that could affect my ability to safely engage in the activities covered by this agreement, and (c) **I have not consumed alcohol and/or drugs in the past 12 hours, and I will not consume alcohol and/or drugs while engaging in the activities covered by this agreement.** I agree that I have asked a doctor about how any injury, illness, or medication might affect my ability to safely engage in skydiving activities. **I certify that I do not weigh more than \_\_\_\_\_ pounds.** Below I have listed any medical conditions I am currently under treatment for and/or taking medication for.



*Initial*

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(List any and all medical conditions/medications. If none, state “NONE”)

**10. APPLICABLE LAW/ VENUE.** I agree that **the law of the State of California** shall apply to issues involving the construction, interpretation, and validity of this Agreement and that California law shall govern any dispute between the parties arising from the activities contemplated by this Agreement. **Should this Agreement be violated and suit be brought against any of Releasees, Inyo County, California shall be the sale venue for any such suit.**

[Redacted]

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**11. HEADINGS.** I agree that the headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

[Redacted]

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**12. SEVERABILITY.** I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.

[Redacted]

*Initial*

**13. LIFT RATES/REFUNDS/PHOTO RIGHTS.** I agree to pay the published rates as posted in the office and/or at manifest for each lift depending on the altitude flown on the flight. **I agree that if I decide not to skydive after I board the aircraft and land in the aircraft there will be no refund** (a second attempt can be made for an additional cost). If weather conditions are not safe to make a skydive, any deposit placed with my reservation will not be refunded. **I agree that all photos and video taken of me during the activities covered by this agreement may be used by Releasees for advertising or promotional purposes.**

[Redacted]

*Initial*

**14. CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement in favor of Releases I have signed.

[Redacted]

*Initial*

**15. ACKNOWLEDGEMENT.** I hereby acknowledge that I have carefully read all of the provisions above and fully understand the terms and conditions expressed therein and **I agree to be bound by all such terms and conditions on my own free will.** Further, I acknowledge that I have been given an opportunity to seek independent legal advice regarding the terms and provisions of this agreement before signing. Furthermore, **I certify that I am eighteen (18) years of age or older.**

[Redacted]

*Initial*

BY: [Redacted]

PARTICIPANT'S SIGNATURE

AGE

DATE AND TIME

WITNESS'S SIGNATURE

DATE AND TIME



# SKYDIVE MT. WHITNEY

## STUDENT ASSUMPTION OF RISK AGREEMENT

Location: Lone Pine/Death Valley Airport

NAME:

Skydive Yosemite LLC  
d/b/a Skydive Mt. Whitney  
Mariposa-Yosemite County Airport  
5020c Macready Way  
Mariposa, CA 95338

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS  
PLEASE READ IT CAREFULLY.

DATE \_\_\_\_\_

NAME \_\_\_\_\_ AGE \_\_\_\_\_ WEIGHT (lbs) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ I.D. \_\_\_\_\_

EMAIL \_\_\_\_\_

IN CASE OF EMERGENCY NOTIFY: \_\_\_\_\_

PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

HOW DID YOU HEAR ABOUT SKYDIVE YOSEMITE? \_\_\_\_\_

HAVE YOU EVER JUMPED BEFORE? \_\_\_\_\_ IF YES, NUMBER OF JUMPS \_\_\_\_\_

Notes (office use only):

### **NOTICE:**

There is an accident report, which reports some accidents and injuries that have occurred in skydiving, available for your inspection. **Your skydiving activities are not covered by any insurance.** If you require insurance, you must furnish your own insurance, through your own insurance carrier. **As per California Public Utilities Code § 24351, there is no liability insurance coverage while riding in the aircraft.** Skydiving and all associated activities are **HIGH RISK.** The risks include, but are not limited to, the risk of sprains, broken bones, serious injury, and death.

I have read and understand the above NOTICE: \_\_\_\_\_.

For consideration of Skydive Yosemite LLC allowing [redacted] to utilize the facilities and participate in the skydiving/parachuting, aviation, and related activities (hereinafter referred to as "activities covered by the Agreement" or "skydiving activities"), **I agree that:**

**1. ASSUMPTION OF RISK.** I know and understand the scope, nature, and extent of the risks involved in the activities covered by this Agreement. I understand these risks include, but are not limited to: equipment malfunction and/or failure to function; defective and/or negligent design and/or manufacture of equipment; improper and/or negligent parachute packing and/or assembly; improper and/or negligent operation and/or use of the equipment; aircraft malfunction and/or negligent aircraft operation; carelessness and/or negligent instruction and/or supervision; passive or active negligence; or hidden, latent, or obvious defects in the equipment used or in or on any part of the premises. For the purposes of this document, "premises" shall mean and refer to any and all of the following used in the activities covered by the Agreement: (i) aircraft; (ii) airport; (iii) the real property where the landing from the jump occurs and the surrounding areas whether or not it is the intended landing area. **I voluntarily, freely, and expressly choose to incur all risks associated with the activities covered by this Agreement, understanding that those risks may include personal injury, damage to property, and/or death.**

[redacted]

*Initial*

**2. EXEMPTION AND RELEASE FROM LIABILITY.** I exempt and release the following persons, corporations, and organizations: Skydive Yosemite LLC, doing business as Skydive Mt. Whitney; all instructors; all manufacturers, distributors, and dealers of skydiving equipment; all aircraft owners, and pilots with whom it contracts for flying services; land owners; the United States Parachute Association (USPA); the County of Inyo; and all of each person's, corporations, and organization's officers, agents, servants, employees, contractors, representatives, volunteers, and lessors; (hereinafter collectively referred to as "Releasees"), **from any and all liability, claims, demands, actions or causes of action, whatsoever, arising out of any damage, loss or injury to me or my property, or my death, while upon the premises or aircraft or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause.**

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[Redacted]

*Initial*

BY: [Redacted]

PARTICIPANT'S SIGNATURE

AGE

DATE AND TIME

WITNESS'S SIGNATURE

DATE AND TIME



**DEPARTMENT OF DEFENSE (DoD)  
R-2508 COMPLEX CONTROL BOARD (CCB)  
EDWARDS AIR FORCE BASE, CALIFORNIA**

**MEMORANDUM FOR RECORD**

FROM: R-2508 Complex Control Board

SUBJECT: Skydive Yosemite Proposal 03/29/2022

1. First I'd like to thank Michael Errante and Ashley Helms for hosting the meeting on 29 Mar 2022 to discuss Skydive Yosemite proposals for jump/parachute operations at Lone Pine/Death Valley airport.
2. Skydive Yosemite provided a briefing to Joshua Approach Control (JCF), the R-2508 Complex Control Board (CCB), the R-2508 Central Coordinating Facility (CCF), and Lone Pine/Death Valley Airport leadership. Briefed items included (but were not limited to) the company's desire to conduct skydiving activity in the vicinity of the Lone Pine/Death Valley airport daily, year-round, sunrise to sunset with a potentially larger operation in the future.
3. Skydive Yosemite stated that they were willing to accept the risk of conducting jump operations in the Owens Valley and Owens Military Operations Area (MOA) the R-2508 Complex Control Board does not share their acceptance of this risk and has concerns about the lack of adequate risk study and air traffic analysis for that area. Items of concern are:
  - Rapidly maneuvering Department of Defense (DoD) aircraft operating in the Owens Military Operations Area (MOA) over Lone Pine/Death Valley airport.
  - Rapidly maneuvering DoD operations along the Sidewinder Low Level Route to the east of Lone Pine/Death Valley airport.
  - Air Traffic Control Radio and RADAR blind-spots in the proposed area.
  - JCF's inability to provide services due to workload or equipment limitations.
  - Jump aircraft not equipped to use UHF "Cross-Talk" frequency. This was proposed as a risk mitigation.
  - Lack of research on impact of existing DoD and GA operations in Owens Valley and how to safely integrate with existing DoD and GA operations.
  - Lack of sufficient safety mitigations in place to protect non-participating aircraft.
4. The CCB recommends that the proposal not be approved until sufficient safety reviews have been conducted to include applicable traffic count data for that particular area of the R-2508 complex.
5. Please let us know if you have any questions or concerns.

FRANK G. ARNOLD, NH-IV, DAF  
Chairman, R-2508 Complex Control Board





**County of Inyo**  
**AIRPORT DIVISION**  
703 Airport Road, Bishop CA  
(760) 872-2971

Michael Errante, Airport Manager  
Ashley Helms, Deputy Airport Manager  
Steve Loven, Airport Operations Supervisor

TO: R-2508 Complex Control Board  
FROM: Inyo County Public Works – Airports  
SUBJECT: Skydive Yosemite Proposal 3/29/2022

---

Thank you for attending the meeting at the Public Works office in Independence on 3/29/2022 to discuss the business proposal for skydiving operations at the Lone Pine/Death Valley Airport (LP/DV). We received the Memorandum of Record dated 4/8/2022 and have discussed the concerns raised in that memo with Skydive Yosemite (dba Skydive Mt Whitney), County Counsel and the FAA.

In the enclosed letter from Paul Wignall, Skydive Yosemite has provided a detailed response to the concerns raised in your memorandum of record. Additionally, Skydive Mt. Whitney has provided the County with a Letter of Intent stating that they will limit weekday operations to mornings (before 9am) and evenings (after 3pm) during the initiation of operations at the LP/DV Airport. An expansion of operations beyond this timeframe would only occur after additional discussions and coordination between Skydive Mt. Whitney, Inyo County and the R-2508 Complex leadership.

As the Airport Sponsor for LP/DV, Inyo County must adhere to the FAA's Airport Sponsor Grant Assurances, including Assurance 22: Economic Nondiscrimination. This assurance states:

It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

FAA Advisory Circular 105-2E further clarifies that, although parachutists are not certificated airmen, parachuting is an FAA-recognized aeronautical activity, and therefore protected by Assurance 22.

This requirement is limited only as defined in subsection (i):

The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

Chapter 14 of FAA Order 5190.6B further clarifies that it is “FAA, not the sponsor, is the authority to approve or disapprove aeronautical restrictions based on safety and/or efficiency at federally obligated airports.”

Given that the FAA is the only entity with the power to prohibit skydiving at LP/DV—and given that Inyo County is prohibited from banning skydiving at LP/DV—it is the position of Inyo County that the R-2508 Complex Control Board should submit its concerns and supporting documentation to the FAA for their consideration. Should the FAA determine that the use of the LP/DV Airport for skydiving operations presents an unacceptable risk to safe operations within the airspace, Inyo County will comply. However, until that determination by the FAA, the County must comply with the federal grant assurances by granting Skydive Mt. Whitney access to the Airport.

Thank you,

Michael Errante  
Director of Public Works / Airport Manager  
County of Inyo

Ashley Helms  
Deputy Director of Public Works – Airports  
County of Inyo



Skydive Yosemite LLC  
DBA Skydive Mt. Whitney  
5020c Macready Way  
Mariposa, CA 95338



To Whom it may concern,

The purpose of this letter is to address R-2508 Complex Control Board concerns regarding skydiving operations at the Lone Pine/Death Valley Airport (LP/DV). As noted in this letter, allowing skydiving operations at LP/DV does not pose any additional risks to aviation activities in the area. All safety concerns are as relevant to any other operators or GA aircraft that use R-2508 but those operators are not subject to these concerns or potential restrictions. Therefore, skydiving operations should be approved at LP/DV and no additional safety reviews are needed.

On 03/29/2022 Skydive Yosemite provided a briefing to Joshua Approach Control (JCF), the R-2508 Complex Control Board (CCB), the R-2508 Central Coordinating Facility (CCF), and Lone Pine/Death Valley Airport management. Briefed items included, but were not limited to, the company's desire to conduct skydiving activity in the vicinity of the Lone Pine/Death Valley airport daily, year-round, sunrise to sunset with a potentially larger operation in the future.

Skydive Mt. Whitney poses no additional risk to GA pilots or R-2508 users. Skydiving ops at LP/DV are predictable because of our planning, standard operating procedures, and communication. Skydive Mt. Whitney operations will be using radio communication for local traffic/Joshua Approach, will be charted on the FAA Sectional, NOTAM's filed, and skydiving ops added to the R-2508 Daily Brief Sheet 24 hours in advance. Skydiving operations are not a fringe activity that pose risk to aviation activities. There are over 300 skydiving operations across America, and operations by Skydive Mt. Whitney will follow all industry standards, FAA protocols, and applicable regulations to safely operate.

In its Memorandum of Record dated April 8, 2022, the DoD laid out multiple points of concern. The items of concern are addressed below:

- **Rapidly maneuvering Department of Defense (DoD) aircraft operating in the Owens Military Operations Area (MOA) over Lone Pine/Death Valley airport.** Users of the MOA following the R-2508 Daily Brief Sheet will be informed that skydiving activity is taking place 17,999ft MSL and below within a 3 nautical mile radius of the LP/DV Airport in unrestricted VFR airspace. The daily brief sheet will be updated 24 hours prior to skydiving operations along with a filed NOTAM for skydiving at LP/DV airport. Thus, the DoD aircraft will be aware of all skydiving operations.

- **Rapidly maneuvering DoD operations along the Sidewinder Low Level Route to the east of Lone Pine/Death Valley airport.** The Sidewinder Low Level Route is 5+ miles east of the LP/DV airport and is not in the vicinity of skydiving operations at LP/DV airport. The landing pattern for GA/commercial aviation into LP/DV airport is east of the runway and is not in close proximity of the

Sidewinder Low Level Route. Skydiving operations will not cause additional conflict or concern for R-2508 Sidewinder users beyond the established GA activity at LP/DV.

- **Air Traffic Control Radio and RADAR blind-spots in the proposed area.** All skydive and non-skydive test flights at LP/DV airport did not have any “blind-spots” with radio calls to Joshua Approach from ground to jump altitude. Joshua Approach picks up our aircraft on RADAR at 3000ft AGL and track the jump plane up to jump altitude. Parachutes will only be flying on the west side of the LP/DV airport, within the vicinity of the Lone Pine Community, and landing on the west side of LP/DV airport. According to the R-2508 Complex Pilot Guide “*Overflight of communities is restricted to 3,000ft AGL unless operating on an approved test plan*”. LP/DV airport is located within a community. Parachutes will not be flying to the east where the LP/DV runway is located. All other aircraft flying at LP/DV airport flying VFR with ADSB are no different from Skydive Mt. Whitney as far as radio and RADAR communications go.

- **JCF’s inability to provide services due to workload or equipment limitations.** Skydiving Operations will halt if there is not successful radio communication with Joshua Approach.

- **Jump aircraft not equipped to use UHF “Cross-Talk” frequency. This was proposed as a risk mitigation.** No commercial/GA users of the Owen’s MOA are required to have UHF “Cross-Talk” frequency. This concern is not relevant to any other operators or GA aircraft operating in R-2508. Ground crew at Skydive Mt. Whitney will do their best to monitor UHF radio frequency 322.30000 for local R-2508 traffic and notify the jump pilot of R-2508 activity in the area.

- **Lack of research on impact of existing DoD and GA operations in Owens Valley and how to safely integrate with existing DoD and GA operations.** The FAA recognizes skydiving as an aeronautical activity and has several regulations related to skydiving operations, all of which will be followed by Skydive Mt. Whitney. DOT/FAA/AR-11/30 is a 46-page FAA document that lays out skydiving operations at several airports, some of which are in or near MOA airspace. See also Part 61, Part 65, Part 91, Part 105, Part 119. R-2508 Complex Users Handbook section 2.23.2 also addresses Hang Gliding, Ultralight, and Parachuting as aviation operators within the R-2508 complex. Moreover, skydiving operations are not new to the R-2508 complex. Cal City Skydive existed for 25-30 years in R-2508 airspace without incident. Just west of LP/DV airport on Google Maps there is a launch site for paragliding and hang gliding called “Walt’s Point”. The paraglide and hang glide route is popular and users can fly into Nevada from this launch point. Walt’s Point has several YouTube video’s totaling over 25,000 views. Skydive Mt. Whitney’s operations will be taking precautions that are likely to exceed those taken by users of “Walt’s Point.”

- **Lack of sufficient safety mitigations in place to protect non-participating aircraft.** Skydive Mt. Whitney is going above and beyond to address safety for skydiving ops in Owen’s MOA. No other commercial or GA users of the Owen’s MOA are providing communication and information to the extent of Skydive Mt. Whitney’s operations. Moreover, Skydive Mt. Whitney’s operations to not pose any additional risks than other GA users. R-2508 users will be notified and aware of skydiving ops and MUST exercise caution and consideration in the 3 nautical mile radius up to 17,999ft MSL of LP/DV Airport.

**Skydive Mt. Whitney will be operating in unrestricted VFR airspace.** Skydiving operations at the LP/DV Airport do not pose any additional risk to other non-participating aircraft. R-2508 users flying in unrestricted VFR airspace need to take caution of all other aviation traffic in the area. R-2508 users should remain clear or exercise caution in the 3 nautical mile radius up to 17,999ft MSL above the LP/DV airport during skydiving operations. R-2508 users flying in unrestricted VFR airspace at high speeds need to take extra/extreme caution as their activity is high risk not only for GA/Commercial users but themselves. The addition of skydiving operations does not increase these already present risks.

The LP/DV airport is an ideal location for skydiving ops and exceeds USPA Basic Safety Requirements and FAA guidelines for skydiving operating areas. It is inappropriate to place restrictions on Skydive Mt. Whitney because no other aircraft or operator is subject to these additional, and unnecessary restrictions.

Skydive Yosemite has operated at the Mariposa-Yosemite Airport for over 4 years. The airspace over Mariposa-Yosemite is shared by CalFire, National Park Service, GA pilots, paragliders/hang gliders, and many other aviation activities. Skydive Yosemite has done over 10,000 skydives in the past 4 years without incident. Skydive Yosemite uses the same precautions outlined in this letter to avoid conflict with other aviation users at the Mariposa-Yosemite Airport and will continue taking all necessary precautions for safe skydiving operations.

Adding Skydiving Operations to the General Aviation activities at LP/DV airport will have no impact on R-2508 operations. In fact, Skydiving operations will increase communications and awareness of activity at the LP/DV airport.

I am available to address any questions or concerns at your convenience. I look forward to conducting safe skydiving operations at the LP/DV airport soon.

Sincerely,

*Paul Wignall*

Paul Wignall,  
President  
Skydive Yosemite, LLC



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Meeting Minutes

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**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of July 19, 2022.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 7/19/2022  
Final Approval - 7/19/2022



# County of Inyo



## County Administrator

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Meaghan McCamman

**SUBJECT:** Memorandum of Understanding with the Sierra Business Council and Implementation of the SBRC Business Plan

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#### **RECOMMENDED ACTION:**

Request Board approve the staff recommendation to negotiate a Memorandum of Understanding with the Sierra Business Council to operate the Small Business Resource Center at 269 N. Main St., Bishop and implement the SBRC Business Plan developed by AccompanyCo; and bring the MOU back to the Board for final approval.

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

The Small Business Resource Center (SBRC) has been a priority project for Inyo County's economic development team for several years. The project is in the final stages of development and the opening of the SBRC is planned for Fall 2022. Thanks to the involvement of expert consultants from AccompanyCo, the SBRC has a blueprint for the future in the form of a business plan that describes the programs, events, and metrics for success, and includes a budget through the year 2026. The successful completion of the SBRC is due to the dedication and enthusiasm of the Working Group, which includes staff from the County of Inyo, the City of Bishop, the Bishop Chamber of Commerce, Mono County, the Bakersfield Small Business Development Center, Sierra Business Council, Cerro Coso Community College, Inyo County Office of Education, and representatives from local small businesses.

The SBRC's business plan calls for the SBRC to transition from government inception to an autonomous organization operating as a nonprofit 501(c)(3) within the first few years of operation. In preparation for the launch of the SBRC and the hiring of its first staff, the Working Group recommends that the Board consider transitioning the organization to a 501(c)(3) over the next few months. The Sierra Business Council, which has had a representative intimately involved with the project and the Working Group since inception, has offered to serve as a parent 501(c)(3) and fiscal agent for the SBRC, to hire the Executive Director and provide technical assistance and resources to support programming. This partnership will provide stability, resources, and staff to the SBRC, and will ensure that the SBRC is able to benefit from the deep knowledge that Sierra Business Council brings as the operator of six Small Business Development Centers in small mountain towns throughout the Sierra.

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

The SBRC has been under development since the Business Plan was commissioned in 2020.

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

The Board could decide not to direct staff to negotiate an MOU with the Sierra Business Council to operate the Small Business Resource Center. In that case, the County would have the option to spin off the SBRC into a standalone 501(c)(3) and allocate resources to develop and finance an administrative overhead structure as well as SBRC programming; or, the County could decide to run the SBRC as a government program, and allocate resources for SBRC staff and programming.

**OTHER AGENCY INVOLVEMENT:**

Sierra Business Council

**FINANCING:**

The County has committed to a 10-year lease of the SBRC facility at 269 N. Main Street in an amount initially not to exceed \$3,000 per month plus utilities and maintenance costs. Under the SBRC business plan, additional government contributions to the SBRC continue until at least 2026.

**ATTACHMENTS:**

1. SBC Memorandum of Understanding Draft
2. Sierra Business Council 2021 Annual Report
3. Sierra Business Council East Side Resume

**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/28/2022
Darcy Ellis	Approved - 7/28/2022
Leslie Chapman	Approved - 7/29/2022
John Vallejo	Approved - 7/29/2022
Amy Shepherd	Final Approval - 7/29/2022

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO AND  
THE SIERRA BUSINESS COUNCIL REGARDING THE MANAGEMENT AND  
OPERATION OF THE INYO COUNTY SMALL BUSINESS RESOURCE CENTER**

WHEREAS, since **DATE**, Inyo County (“the County”) has been working to develop a Small Business Resource Center (“SBRC”) in Bishop, CA;

WHEREAS, Inyo County’s development of the SBRC has included the following: leasing, refurbishing, and furnishing a building at 269 N. Main Street in Bishop; working with AccompanyCo to develop a business plan for the SBRC; and managing and convening a Working Group consisting of stakeholders such as the County of Inyo, the City of Bishop, the Bishop Chamber of Commerce, Mono County, the Bakersfield Small Business Development Center, Cerro Coso Community College, Inyo County Office of Education, and representatives from local small businesses;

WHEREAS, thanks to the hard work of both County employees and community partners, the SBRC will soon open its doors to the public;

WHEREAS, when open to the public, the SBRC will strive to offer the following services: a navigator program, entrepreneur events and meetups, business development services and technical assistance, capital fund development, and an American Indian/Native Alaskan (AI/NA) initiative;

WHEREAS, the Sierra Business Council (“SBC”) is a non-profit organization with locations throughout the Sierra Nevada with extensive experience managing small business development centers and similar projects in rural, mountainous areas of California;

WHEREAS, the SBC has agreed to assume operation of the Inyo County SBRC, subject to certain terms and conditions.

Accordingly, the County and the SBC agree as follows:

1. The SBC will assume all operations of the Inyo County SBRC, beginning on September 1, 2022. These operational activities shall include the following:
  - a. The implementation of the business plan created by AccompanyCo. This implementation shall include, at a minimum, the following: the development of a navigator program, the organization of events and meetups, business development services and technical assistance, capital fund development, and an AI/NA initiative.
  - b. The purchase of all day-to-day consumables required for the SBC to function as a community space;
  - c. Maintaining “open house” hours averaging at least 40 hours per week when the public may drop in to ask questions pertaining to small businesses;
  - d. Collaborating with Inyo County, AccompanyCo, and the Advisory Group through at least December 31, 2022 to ensure a smooth transition for the SBRC from Inyo County to the SBC;

e. Providing updates at least annually to the Inyo County Board of Supervisors regarding SBRC activities and developments.

2. The SBC will also be responsible for engaging local stakeholders as a means to continue building local support for the SBRC, identify local small business needs, and foster an entrepreneurial ecosystem in the Eastern Sierra. The parties recognize that this engagement is particularly important during the first year of this MOU, and the County agreed to be actively involved in assisting the SBC with the completion of this objective during the first year of this MOU.

3. The SBC will hire one full-time employee to serve as the Executive Director of the SBRC. This individual will work out of the SBRC and be familiar with the economy of the Eastern Sierra.

4. Inyo County will, via a separate agreement, sublease the building at 269 N. Main St. to SBC so that SBC may use the building as the base for the SBRC. In recognition of the important public service that SBC is providing via the SBRC, Inyo County will lease this building to SBRC at a below-market rate. The lease shall include furniture, technological equipment, and fixtures. SBC will be responsible for the payment of all utilities and ongoing maintenance of the building after the execution of the lease. Should either party desire to terminate the SBC's running of the SBRC, the sublease shall also terminate.

5. Inyo County will provide to SBC the business plan prepared by AccompanyCo for the SBC and will, for at least the first year of the MOU, make staff available to answer any questions that SBC may have about the business plan and its implementation.

6. Inyo County will work with the SBC to ensure that all business know-how, goodwill, and community engagement associated with the SBRC is transferred to SBC.

7. This agreement shall terminate on December 31, 2025. The Parties may mutually agree to extend this agreement for two additional three-year terms.

AGREED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

**INYO COUNTY**

**SIERRA BUSINESS COUNCIL**

\_\_\_\_\_  
Dan Totheroh, Board Chair

\_\_\_\_\_  
Steve Frisch





# ECONOMIC EMPOWERMENT

## Sierra Small Business Development Center (SBDC)

Economic Empowerment includes the Sierra SBDC, the Sierra Economic Development District, and various loan and economic development programs. The Sierra SBDC provides one-on-one consulting and workshops to local entrepreneurs to help their businesses start, grow, and thrive. The Sierra SBDC currently serves El Dorado, Lassen, Modoc, Nevada, Plumas, Placer, and Sierra counties.

- Hosted 54 workshops attended by 1,481 individuals
- Supported 22 new businesses
- Helped small business clients access \$21.4 million in capital
- Infused \$12.48 million in loans, grants, and other capital into the region via the Sierra SBDC, Placer Invests Grants, Nevada County Relief Fund Grants, and COVID relief loans
- Made 24 loans totaling appx \$400k
- Published the Resilient Infrastructure Plan and updated the Sierra Comprehensive Economic Development Strategy
- Served 875 unique clients
- Provided 3,697 hours of one on one business consulting:
- Supported approximately 2,500 jobs
- Provided early \$1.75m in Down Payment Assistance to 35 first-time homebuyers through the Martis Fund
- Started the Sierra Chapter of the California Green Business Network



Sierra Business Council (SBC) was founded in 1994 with a mission to advance the social, financial and natural capital of the Sierra Nevada region. For 27 years, Sierra Business Council's program has been rooted in the "triple bottom line" approach to prosperity, where economic growth, environmental responsibility and community quality of life are not mutually exclusive. Rather, they are systemically interdependent and necessary for a healthy society.

Over that time SBC has engaged in numerous programmatic and network engagements in the eastern Sierra region. For the purposes of this memo the "eastern Sierra" is defined as Alpine, Mono and Inyo counties.

SBC is governed by a board of directors from across the Sierra Nevada region or with interests in the Sierra Nevada region. Board members have included numerous directors from the eastern Sierra region, including M C Hubbard then Vice President of Union Bank of California, Devere Dressler managing partner of Dressler Ranches, Rusty Gregory then CEO of Mammoth Mountain Ski Area, and Allan Pietrasanta former CEO ABCOM/Buttermilk Mountain Works and National Sales Manager for J. Rousek Toy and Pencil Company. SBC has had at least one leader from the eastern Sierra region on our board of directors since our founding.

In the 1990's and early 2000's SBC produced a series of **reports and research publications** designed to help define Sierra Nevada regional priorities. These publications included:

**Sierra Nevada Wealth Index:** SBC developed the *Sierra Nevada Wealth Index* to help business leaders and policy makers understand the assets that sustain our region. The Index describes the social, natural and financial capital, which are the foundation of the Sierra Nevada's economy, through a series of indicators to provide an integrated understanding of our region's wealth.

**Planning for Prosperity:** SBC authored *Planning for Prosperity* to help community leaders understand and evaluate land use planning principles applied to rural landscapes and how sound planning and development policy and patterns can contribute to financial, social and environmental quality in the region.

**Investing for Prosperity:** SBC authored *Investing for Prosperity* to provide rural community businesses and leaders with a guide to economic and community development specifically focuses on rural opportunities. The publication offers hundreds of ways to achieve prosperity in rural regions tiered off of existing economic clusters, development of new clusters around housing, natural resource management, small business entrepreneurship, broadband deployment and expanding community capital

**Building Vibrant Communities: A Commercial Mixed Use Handbook:** Sierra towns have historically thrived with a combination of commercial and residential development, what is referred to as commercial and mixed use (CMU). Given that there is no single reference to which builders, planners, or citizens can turn for information on successful mixed use

approaches in the Sierra, SBC assembled this set of tools, language and code that communities can use to catalyze development in the region.

SBC has a long history implementing **specific projects in the eastern Sierra region** either solely or in partnership with communities and organizations, including:

- [Inyo 2020](#) (1999): SBC partnered with the County of Inyo to conduct the community visioning and goals setting workshops attended by more than 200 people that were incorporated into the 2000 Inyo County General Plan Update;
- Sierra Nevada Conservancy Working Group (1999-2002): SBC convened the working group, co-chaired by Inyo County Supervisor Linda Arcularius, which drafted the initial legislation that led to the formation of the Sierra Nevada Conservancy in 2004;
- Eastern Sierra Land Trust (2001): SBC partnered with community members in the initial strategic planning processes for the creation of the Eastern Sierra Land Trust;
- Bridgeport Valley/Working Landscapes Initiative Assessment (2002): SBC conducted a working landscapes assessment of the Bridgeport Valley which at its time was the first targeted assessment of natural and working lands values in the region, to guide future Working Landscapes Initiative;
- [June Lakes Community Plan \(2002\)](#): SBC consulted with the County of Mono to draft and update to the June Lakes Community Plan and the June Lake Master Environmental Assessment;
- Sierra Nevada Conservancy Formation (2002-2004): SBC co- led a coalition of groups advocating for the creation of the Sierra Nevada Conservancy. The effort led to the Laird-Leslie Sierra Nevada Conservancy Act of 2004, creating the agency and leading to hundreds of millions of dollars of increased investment in the region;
- Mammoth Village/Intrawest Planning Process (2002-2003): SBC contracted with Intrawest, then part owners of Mammoth Mountain Ski Area, to consult on adjustments to their design to the Village at Mammoth focused on improving connections between the Village and the surrounding community;
- Sierra Nevada Conservancy (SNC) Community Workshops (2004): Immediately after the formation of the Conservancy SBC and SNC executive leadership led a series of community workshops and strategic plan visioning to help guide the implementation of the SNC legislation, including workshops on the east side;
- Mammoth Airport Study (2004): SBC worked under contract with the environmental law firm Shute, Mihaly and Weinberger to study the best location for commuter flights coming into the eastern Sierra and the relative efficacy of updating the Mammoth Yosemite Airport versus the Eastern Sierra Regional Airport. Our study, which was not acted upon, recommended the ESRA as the preferred location;

- [Markleeville Design Guidelines \(2007\)](#): SBC partnered with Alpine County to update the Markleeville Historic Design Combined Zone and Markleeville Historic Design Guidelines, which included redrafting guidelines and drafting updates to the Alpine County General Plan and Design Guidelines;
- [Eastern Sierra Corridor Enhancement Program \(2009-2010\)](#): SBC worked as a sub-consultant to Design Workshop on the public engagement and drafting of the program focused on improving travel conditions and the visitor experience on the US 395 & SR 14 corridors;
- [Eastern Sierra Prosperity and Innovation Report \(2010-2012\)](#): SBC partnered with Mono and Inyo Counties to conduct an analysis of industry clusters that future economic development efforts could be focused. This study was led by a community advisory group of more than 40 people from the public and private sector;
- [Rivers and Ranches Project \(2012-2014\)](#): SBC partnered with the Lahontan Regional Water Quality Control Board and the University of California Coop Extension to implement a multi-year program to implement agricultural water quality projects in lieu of regulatory actions including three projects in the eastern Sierra region;
- [Eastern Sierra Land Adjustment Report \(2012\)](#): SBC partnered with local governments, state and federal agencies and community members from Mono and Inyo County to conduct the Eastern Sierra Land Ownership Adjustment Project, a collaborative to develop options for creating land ownership patterns that benefit both agencies and local communities in meeting land management and economic prosperity goals;
- [Mammoth Lakes Housing Needs Assessment and Action Plan \(2017\)](#): SBC sub-contracted with WSW Consultants to conduct the Mammoth Lakes Housing Needs Assessment and draft the Mammoth Lakes Housing Action Plan, which set strategic direction for advancing housing policy in the Town of Mammoth Lakes;
- [Economic Fiscal Impact Study of Inyo County Tourism \(2020-2022\)](#): SBC is partnering with the City of Bishop, the Bishop Chamber of Commerce and the County of Inyo to conduct a study of tourism fiscal impacts and trends. This project was interrupted by the Covid-19 pandemic but is ongoing and likely to be completed in 2023;

Sierra Business Council has also developed several **Sierra wide programs** that benefit the eastern Sierra region, including:

- Piloting a Think Local First program for the Sierra Nevada (2008) that has been picked up and managed locally by several communities;
- Developing the [Sierra Nevada Geotourism](#) web based platform (2013-present) in partnership with National Geographic and the Sierra Nevada Conservancy, which spotlights numerous eastern Sierra businesses;

- [Sierra CAMP \(2018-present\)](#): SBC formed the Sierra Climate Adaptation and Mitigation Partnership to network local public agencies, private entities and state climate leaders on the application of climate adaptation and mitigation policy and programs on the Sierra Nevada;
- [Sierra Nevada Climate Vulnerability Assessment \(2022\)](#): SBC worked in partnership with the Sierra Nevada Conservancy to study the potential for climate change related impacts in the Sierra Nevada and impact on vulnerable communities and populations, including disinvested, disadvantaged, and low income communities (which by state standards is about 80% of our region). The assessment, which is in the public review draft phase, identifies risk down to the individual community level.
- Sierra Consortium (2017-present): SBC convenes the Sierra Consortium, a collection of public agencies and private organizations, that advocates on behalf of the Sierra Nevada for increased funding in state and federal budgets for forest management, wildfire mitigation, natural resource management and watershed improvement;
- Rural Regional Energy Network (present): On-going collaboration with High Sierra Energy Foundation and 5 other California energy efficiency entities to create a pool of funding to invest in rural energy efficiency projects; and
- Collaboration with Inyo County on economic development strategy: SBC has collaborated over the past several years with the County of Inyo to conduct planning to advance economic development objectives and identify and support grant applications for projects.

In addition to these eastern Sierra and Sierra wide activities SBC engages in **general advocacy on behalf of the Sierra region** under the direction of our Government Affairs Director and representation in Sacramento by Houston Magnani and Associates for increased funding in:

- Natural resource management with a focus on working ranches, forests and farmland;
- Wildfire mitigation with a focus on increasing funding for forest management and biomass utilization projects;
- Broadband deployment with a focus on increasing funding for middle and last mile projects in rural regions;
- Housing with a focus on opening state and federal programs to funding projects in rural regions and reducing barriers to development;
- Climate and community resilience with a focus on expanding opportunities for rural programs and funding; and
- Economic development with a focus reducing barriers to business development in rural regions, increasing funding for rural projects, and increasing state focus on rural needs.



# County of Inyo



## Great Basin Unified Air Pollution Control District

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Great Basin Unified Air Pollution Control District

**SUBJECT:** Wildfire Smoke Monitoring Presentation

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**RECOMMENDED ACTION:**

Request Board receive presentation on wildfire smoke monitoring from Great Basin Unified Air Pollution Control District.

**SUMMARY/JUSTIFICATION:**

As wildfire frequency and severity has increased in recent years, Inyo County is likely to experience wildfire smoke impacts this summer and fall. Great Basin Unified Air Pollution Control District (Great Basin) will present (see Attachment 1) on efforts to monitor wildfire smoke impacts in the region, will share useful sources of information for the public, and will highlight ways for the public to reduce exposure.

Great Basin collects and disseminates data across Inyo, Mono and Alpine counties from several categories of air quality monitors and sensors including permanent regulatory monitoring stations, portable emergency monitors, and low-cost sensors. These data are distributed via multiple products to keep the public informed of current and historic conditions.

There are many tools and sources of information available to the public to aid in decision-making about exposure, activity, and travel during smoky periods. A list of resources can be found attached to this report (see Attachment 2).

Members of the public can take steps to reduce their exposure to wildfire smoke by knowing their area's air quality conditions, reducing exposure to smoke, improving indoor air quality, following recommended actions for the current conditions, and by listening to their body.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Great Basin Unified Air Pollution Control District Smoke Presentation
2. Useful Websites for Smoke and Dust Events

**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/21/2022
Darcy Ellis	Final Approval - 7/21/2022

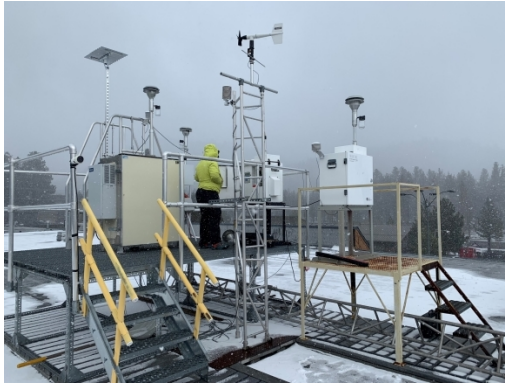
# Great Basin Unified Air Pollution Control District

## Wildfire Smoke Monitoring



Working to protect the people and the environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution





# Pollutant Monitoring

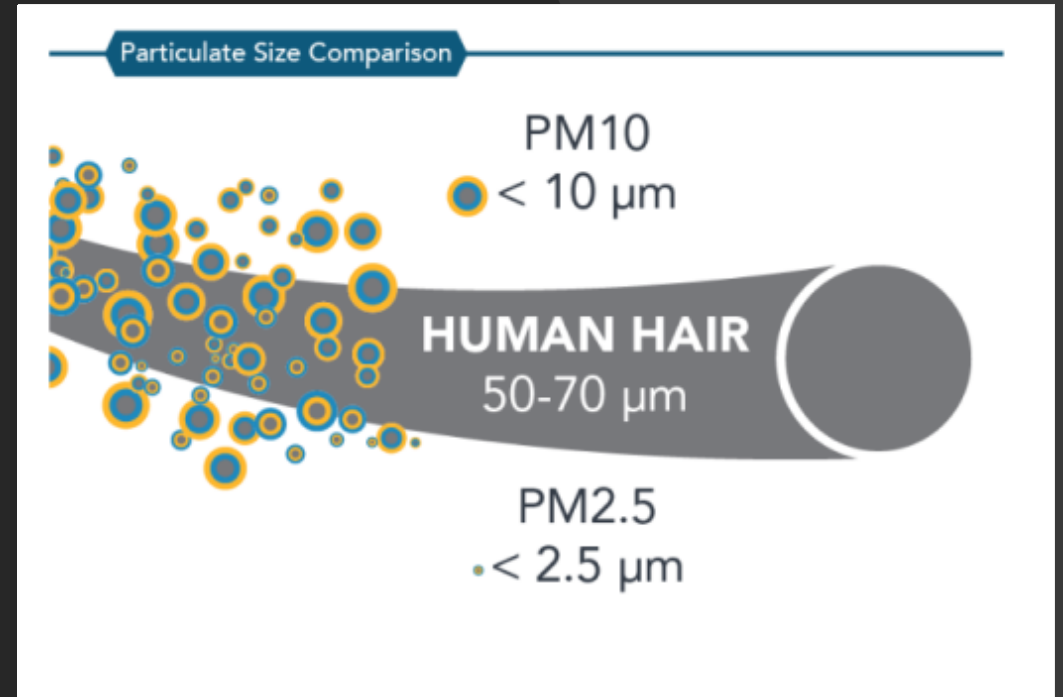
- Carbon Monoxide (CO)
- Hydrogen Sulfide (H<sub>2</sub>S)
- Nitrogen Oxides (NO<sub>x</sub>)
- Ozone (O<sub>3</sub>)
- Particulate Matter
  - PM<sub>10</sub>
  - PM<sub>2.5</sub>
- Sulfur Oxides (SO<sub>x</sub>)

# Meteorological Monitoring

- Barometric Pressure
- Precipitation
- Relative Humidity
- Solar Radiation
- Temperature
- Wind Speed and Direction

# Air Pollution Sources

- Dust – PM<sub>10</sub>
  - Mono Lake
  - Owens Lake
- Wood Smoke – PM<sub>2.5</sub> and PM<sub>10</sub>
  - All communities
- Wildfire Smoke – PM<sub>2.5</sub>
  - District-wide
- Stationary Sources – PM<sub>10</sub>, PM<sub>2.5</sub>, and H<sub>2</sub>S
  - District-wide



# Wildfire Smoke

How does Great Basin Unified  
Air Pollution Control District  
support our communities  
during wildfire events?



# Monitoring Data

There are different ways to display particulate data, but all regulatory data used in analysis comes from the same source.

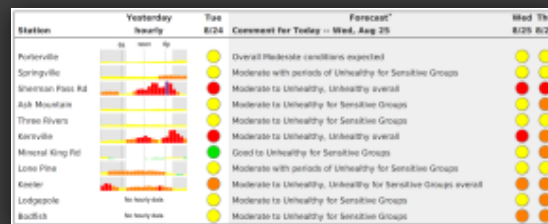
## Hourly Concentrations

- Raw readings from an air monitor
- Concentrations from different pollutants can not be compared to one another
- Closest to real-time conditions
- Most useful during rapidly changing conditions

Keeler						
Date/Time (PST)	PM <sub>10</sub> (µg/m <sup>3</sup> )	PM <sub>2.5</sub> (µg/m <sup>3</sup> )	Wind Speed (mph)	Wind Direction	Outside Temperature °F	Precipitation *
Sunday 07/17/2022 19h:14-15:00	18	12	14	174° (S)	100	0
07/17/2022 13-14:00	20	6	12	152° (SE)	100	0
07/17/2022 13-13:00	15	10	6	162° (SSE)	99	0
07/17/2022 11-12:00	14	6	5	194° (SSW)	95	0
07/17/2022 10-11:00	13	8	4	180° (S)	91	0
07/17/2022 09-10:00	16	6	3	175° (S)	87	0
07/17/2022 08-09:00	13	9	3	154° (SSE)	83	0
07/17/2022 07-08:00	16	8	2	142° (SE)	78	0
07/17/2022 06-07:00	16	8	2	106° (ESE)	76	0
07/17/2022 05-06:00	16	6	1	128° (SE)	76	0
07/17/2022 04-05:00	16	7	2	243° (NNW)	77	0
07/17/2022 03-04:00	15	6	1	88° (E)	79	0
07/17/2022 02-03:00	15	6	3	68° (ENE)	80	0
07/17/2022 01-02:00	15	8	4	113° (ESE)	82	0
07/17/2022 00-01:00	16	9	4	107° (ESE)	85	0

## Air Quality Index

- An index that converts ambient concentrations to a normalized scale from 0 to 500 and provides associated health-based descriptors for each category, covering particulate pollution, ozone, CO, SO<sub>2</sub> and NO<sub>2</sub>
- AQIs from different pollutants can be compared to one another with a level near 100 generally corresponding to national air quality standards
- For PM<sub>10</sub> and PM<sub>2.5</sub> AQI is calculated from a 24-hour average
- Most useful to show conditions from one day to the next and often used in summarizing conditions



## AQI NowCast (AirNow)

- A modified AQI that attempts to be more responsive to changing air quality conditions.
- Uses same health-based descriptors as AQI
- Utilizes a weighted average of the previous 12 hours of data
- Most useful when conditions are stable or changing in a consistent manner



# Responses to Wildfire Impacts

## Emergency Monitoring



- Mobile non-regulatory monitors, also known as EBAMs, can be deployed in communities that do not have permanent monitoring
- As of summer of 2022, the District has 5 EBAMs available for deployment
- Additional EBAMs can be requested from federal partners and California Air Resource Board if needed
- Data from EBAMs is utilized by many sources, including AirNow, Air Resource Advisor Reports and the Air Fire Map

## Health Advisories

- Issued based on District Rule 701
- Hourly health advisories can be found at [www.gbuapcd.org](http://www.gbuapcd.org) for communities
- Daily or weekly advisories are issued during significant events
- Press releases on steps to take during wildfire events are issued as needed

**Smoke Advisory**  
Great Basin Unified Air Pollution Control District

**Ferguson Fire, Lion Fire and other wildfires**

Stage 2 Health Advisory

affected areas: Mono County and Owens Valley with heaviest impacts currently between Bishop and Lee Vining

Smoke Sources: Ferguson Fire, Lion Fire, and other wildfires

Based on air pollution levels throughout the Owens Valley, Mammoth Lakes, and Lee Vining, a Stage 2 Air Pollution Health Advisory is in effect throughout the day on August 3, 2018.

For more information on ways to protect yourself from wildfire smoke, [click here](#).

A Stage 2 Health Advisory recommends that everyone refrain from strenuous outdoor activities in the impacted areas.

Air pollution monitors in Inyo and Mono Counties:

- [Bridgeport](#)
- [Lee Vining](#)
- [June Lake](#)
- [Mammoth Lakes](#)

US Forest Service PM2.5 Monitor deployed in Mammoth Lakes

Bishop (ACOPE Site at White Mountain Research Station)

Fort Independence Tribal Monitor

- [Lone Pine](#)
- [Oroville](#)

Smoke conditions may change quickly. If you have any questions please visit: [www.gbuapcd.org](http://www.gbuapcd.org) or call the Great Basin Air Pollution Control District office in Bishop at 760-872-8211 during regular business hours.

Health advisories on the web: <https://gbuapcd.org/AirMonitoringData/HealthAdvisories/>

More information: [Ferguson Fire In/Out Web Page](#) and [Lion Fire In/Out Web Page](#)

Current Smoke Information

Information on all smoke events being monitored in the District: <https://gbuapcd.org/firreke/>



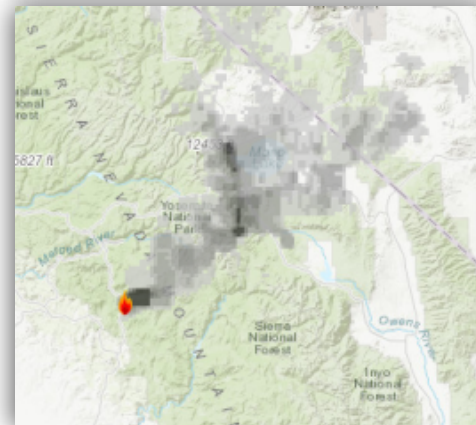
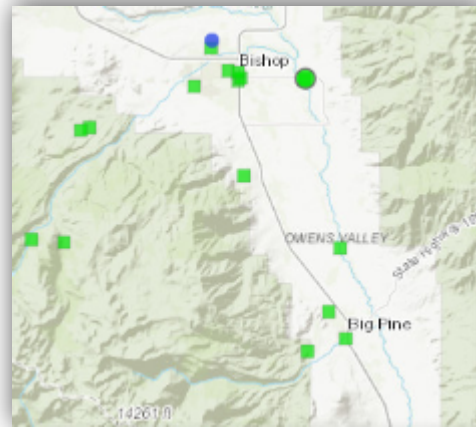
# Wildfire Smoke Resources

Where can I find information  
during a smoke event?

# Information on Smoke Sources and Predictions

Great Basin Unified Air Pollution Control District Website [www.gbuapcd.org](http://www.gbuapcd.org) has many links to resources. Click on the Active Smoke button on the home page to find information.

Also see Useful Websites for Smoke and Dust Events attached to this board packet.



Current AQI NowCasts

Health Advisories

Air Quality Cameras

Governing Board

Active Smoke

Emergency Monitors	AQI Nowcast
PM2.5 Mammoth Lakes	Good

## Recommendations for Outdoor Physical Activity during Smoky Conditions

This guide is intended to help you make decisions on outdoor activities when it's smoky outside. Group information is listed below.

Length of Outdoor Physical Activity	Good for Groups (1 - 3)	Moderate for Group 1 Individuals	Unhealthy for Group 1 & 2 Individuals	Unhealthy for Group 1 - 3 Individuals	Very Unhealthy for Group 1 - 3 Individuals	Hazardous for Group 1 - 3 Individuals
	Visibility > 10 miles	Visibility 5 - 10 miles	Visibility 3 - 5 miles	Visibility 1.5 - 3 miles	Visibility 1 - 1.5 miles	Visibility < 1 mile
30 Minutes	No Restrictions	Group 1 Individuals should monitor or reduce physical activity.	Groups 1 & 2 should limit time spent outdoors or reduce physical activity.	Groups 1 & 2 should avoid the outdoors and Group 3 should reduce physical activity.	All Groups should avoid the outdoors and physical activity.	All Groups should avoid the outdoors and physical activity.
1 Hour	No Restrictions	Group 1 Individuals should monitor or reduce physical activity.	Groups 1 & 2 should considerably limit time spent outdoors and reduce physical activity.	All Groups should avoid the outdoors and physical activity.		
2 Hours or More	No Restrictions	Group 1 Individuals should limit prolonged physical activity.	Groups 1 & 2 should avoid the outdoors and Group 3 should reduce physical activity.	All Groups should avoid the outdoors and physical activity.		

WHICH GROUP ARE YOU IN?		
Group 1 Individuals	Group 2 Individuals	Group 3 Individuals
This group includes those with respiratory or heart disease, angina, pulmonary disease, asthma, emphysema or any other disease that may be impacted by any level of smoke.	This group includes those with asthma, or recent respiratory infections, those who experience seasonal allergies, work outside, or in general are more sensitive to the acute effects of smoke.	This group includes those who are more resistant to the short term effects of smoke. Healthy people may also experience adverse effects of smoke depending on duration and exposure.

# Strategies to Reduce Exposure to Wildfire Smoke

## Know the air quality conditions

- Sign up for health advisories
- Use Great Basin's website or AirNow.gov to find your closest monitor
- Utilize low-cost sensors in areas with no regulatory monitor
- Use visual assessments if no monitors are available

## Reduce exposure to smoke

- Reduce activity during high impact times
- Plan necessary errands during less smokey windows of time
- Cancel outdoor public events, recess and sports practices
- Properly fitted N95 or P100 particulate respirators can reduce exposure if you must be outside (dust masks and surgical masks do not provide protection)

## Improve indoor air quality

- Avoid vacuuming, burning candles and creating smoke by cooking
- Utilize air conditioning on recirculate to filter air
- Utilize air filters/cleaners
- Create clean rooms
- Utilize clean air shelters for some hours of the day, if unable to reduce particulates at home

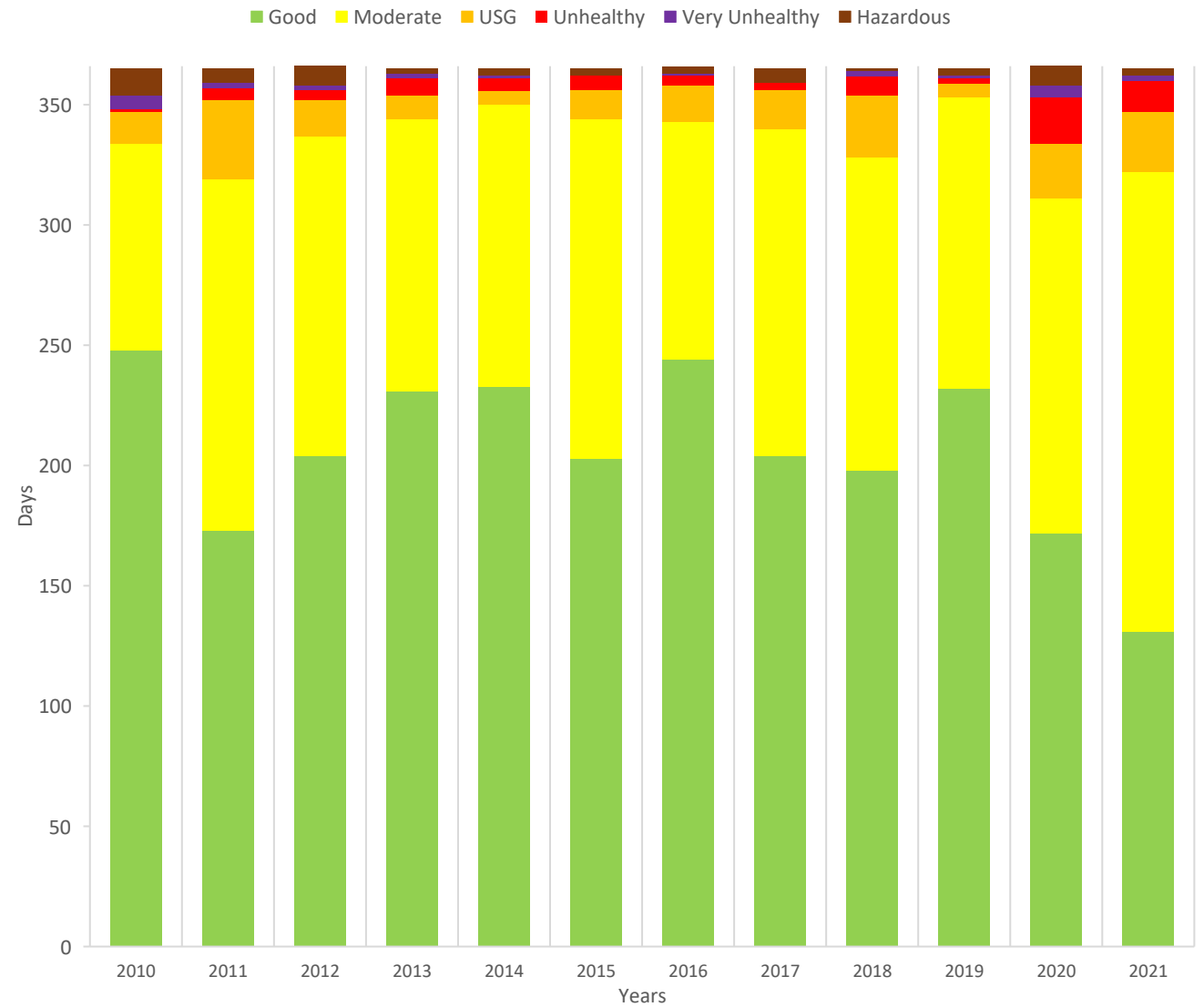
## Listen to your body

- Consult your doctor if you have concerns
- Have medications available (inhalers, etc.)
- Determine if you are in a category that may be more sensitive to smoke
  - People with heart or lung disease
  - Older adults and children
  - Pregnant women
  - Outdoor workers who may have longer exposure



# Inyo County Air Quality Data

## INYO COUNTY DAYS BY WORST AQI



# Bishop Air Quality Data Smoke Season

<b>Bishop Smoke Season</b>	<b>Number of Days in Air Quality Index Categories</b>						
	<small>(If a site has a PM2.5 &amp; PM10 monitors worse AQI was counted for the day)</small>						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
2017: June 1 to October 15	125	11	1	0	0	0	0
2018: June 1 to September 30	89	24	3	5	1	0	0
2019: June 1 to August 11	71	1	0	0	0	0	0
2020: June 1 to October 13	85	24	8	12	2	1	3
2021: June 1 to September 14	68	24	7	5	0	0	2

# Lone Pine Air Quality Data Smoke Season

Lone Pine Smoke Season	Number of Days in Air Quality Index Categories						
	(If a site has a PM2.5 & PM10 monitors worse AQI was counted for the day)						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
2017: June 1 to October 15	113	24	0	0	0	0	0
2018: June 1 to September 30	103	16	1	2	0	0	0
2019: June 1 to August 11	72	0	0	0	0	0	0
2020: June 1 to October 13	107	13	4	10	0	1	0
2021: June 1 to September 14	80	23	0	3	0	0	0

# Keeler Air Quality Data Smoke Season

Keeler Smoke Season	Number of Days in Air Quality Index Categories						
	(If a site has a PM2.5 & PM10 monitors worse AQI was counted for the day)						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
2017: June 1 to October 15	107	25	0	1	0	0	4
2018: June 1 to September 30	99	22	0	1	0	0	0
2019: June 1 to August 11	71	1	0	0	0	0	0
2020: June 1 to October 13	85	33	8	8	0	1	0
2021: June 1 to September 14	77	24	3	2	0	0	0

# Olancha Air Quality Data Smoke Season

<b>Olancha Smoke Season</b>	<b>Number of Days in Air Quality Index Categories</b>						
	<small>(If a site has a PM2.5 &amp; PM10 monitors worse AQI was counted for the day)</small>						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
2017: June 1 to October 15	113	20	3	1	0	0	0
2018: June 1 to September 30	119	3	0	0	0	0	0
2019: June 1 to August 11	70	2	0	0	0	0	0
2020: June 1 to October 13	108	23	1	1	0	0	2
2021: June 1 to September 14	97	9	0	0	0	0	0

# Coso Junction Air Quality Data Smoke Season

<b>Coso Junction Smoke Season</b>	<b>Number of Days in Air Quality Index Categories</b>						
	<small>(If a site has a PM2.5 &amp; PM10 monitors worse AQI was counted for the day)</small>						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
2018: June 1 to September 30	119	3	0	0	0	0	0
2019: June 1 to August 11	72	0	0	0	0	0	0
2020: June 1 to October 13	117	15	1	0	0	1	1
2021: June 1 to September 14	96	10	0	0	0	0	0

# Future Inyo County Projects

- New community-based monitor in Bishop (current monitor is on East Line at White Mountain Research Center and conditions between the site and town can vary significantly)
- Inyo County applied for Clean Air Shelter Grants through California Air Resource Board

Questions?







## USEFUL WEBSITES FOR SMOKE AND DUST EVENTS

### Great Basin Unified Air Pollution Control District Information

- Air quality conditions – All GBUAPCD air quality concentrations:  
<https://www.gbuapcd.org/AirMonitoringData/CurrentConditions>
- Air quality conditions – GBUAPCD community Air Quality Index (AQI) levels:  
<https://www.gbuapcd.org>
- \*Active smoke events: <https://www.gbuapcd.org/AirMonitoringData/Smoke>
- Air quality cameras: <https://www.gbuapcd.org/cgi-bin/cameraViewer>
- \*Recommendations for wildfire smoke:  
<https://www.gbuapcd.org/AirMonitoringData/Smoke/smokyConditionsRecs.html>
- \*Visibility chart for smoky conditions:  
<https://www.gbuapcd.org/Docs/AirMonitoringData/Smoke/Recommendations/VisibilityChart.pdf>
- Information about health advisories:  
<https://www.gbuapcd.org/AirMonitoringData/HealthAdvisories/>

### External Information

- 72 hour smoke predictions (US Forest Service's BlueSky Daily Run):  
<https://tools.airfire.org/websky/v2/run/standard/CANSAC-1.33km/current#viewer>
- \*AirNow Fire and Smoke Map: <https://fire.airnow.gov/>
- Air Resource Advisor Deployments: <https://www.wildlandfiresmoke.net/ara/deployments>
- California Smoke Information: <http://californiasmokeinfo.blogspot.com/>
- Current Federal Fire Information (InciWeb): <https://inciweb.nwcg.gov/>
- How to create a clean room at home: <https://www.youtube.com/watch?v=V8DqzogXcVg>
- Indoor Air Filtration: <https://www.airnow.gov/sites/default/files/2021-07/indoor-air-filtration-factsheet.pdf>
- Interagency Wildland Fire Air Quality Response Program:  
<https://www.wildlandfiresmoke.net/>
- National Interagency Fire Map: <https://maps.nwcg.gov/>
- Smoke Monitoring (EBAM monitors):  
[https://tools.airfire.org/monitoring/v4/#!/?category=PM2.5\\_nowcast&centerlat=37.649&centerlon=-118.0371&zoom=7](https://tools.airfire.org/monitoring/v4/#!/?category=PM2.5_nowcast&centerlat=37.649&centerlon=-118.0371&zoom=7)
- Wildfire smoke – A guide for public health officials (Revised 2019):  
[https://www.airnow.gov/sites/default/files/2021-09/wildfire-smoke-guide\\_0.pdf](https://www.airnow.gov/sites/default/files/2021-09/wildfire-smoke-guide_0.pdf)



# County of Inyo



## Environmental Health

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** August 2, 2022

**FROM:** Jerry Oser

**SUBJECT:** Workshop on MEHKO Program

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**RECOMMENDED ACTION:**

Request Board: A) conduct workshop on Micro-Enterprise Home Kitchen Operations (MEHKO); and B) provide any follow-up direction to staff as necessary.

**SUMMARY/JUSTIFICATION:**

SB 626 went into effect on January 1, 2019, paving the way for counties to opt into permitting Micro-Enterprise Home Kitchen Operations within their jurisdiction. With this short workshop detailing the pros and cons, the Environmental Health Department seeks guidance from your board as to whether opting in is something to pursue or whether Inyo should pass for now.

Opting into the MEHKO program, through resolution or ordinance, would allow the Environmental Health Department to permit a resident in a private home to store, handle, prepare, and serve meals to consumers.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The impetus behind the law was to provide a low capital entry point into the retail food business, to test business viability with less risk, and to generate additional income for permittees. Opting in may also give people who are currently selling foods illegally an avenue to do so legally.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could not take the workshop, and the Environmental Health Department will not consider Micro-Enterprise Home Kitchen Operations at this time.

**OTHER AGENCY INVOLVEMENT:**

Possible zoning issues with the Planning Department.

**FINANCING:**

If we opt in and create a MEHKO program, there will be an associated annual permit fee to account for processing and inspection, leading to an overall increase in retail food facility permit monies collected. Additionally, we can't cap the number of MEHKOs in the County, and while I wouldn't anticipate so many applicants as to create a Departmental need for additional staff, I wouldn't want to write the possibility off entirely.

**ATTACHMENTS:**

**APPROVALS:**

Jerry Oser	Created/Initiated - 7/20/2022
Darcy Ellis	Approved - 7/20/2022
Jerry Oser	Approved - 7/25/2022
John Vallejo	Final Approval - 7/25/2022



# Inyo Council for the Arts

150 Willow St. Bishop CA 93514 / Phone: 760-873-8014 / Fax: 760-873-5518 / www.inyo.org

July 21, 2022



RECEIVED

'JUL 28 2022

Inyo County Administrator  
Clerk of the Board

Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

Dear Supervisors,

Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Thursday, September 15, 2022 at 2:00 p.m., through Monday, September 19, 2022 at noon, so that ICA can hold the 30<sup>th</sup> annual Millpond Music Festival.

We are in the process of preparing the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free, and free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

Thank you for your continued support.

Sincerely,

Lynn Cooper  
Executive Director



### Application for Special Event / Facility Use Permit

Applicant's Name: Lynn Cooper Organization: Inyo Council for the Arts  
Phone #: 760-873-8014 Email: lynn@inyo.org  
Address: 150 Willow Street, Bishop CA 93514

#### EVENT INFO

Location Requested: Millpond County Park Date(s): 9-15-22 to 9-19-22  
Purpose/Type of Event: Music Festival  
Start time (set-up): Stage - Wed 9-14-22 End time (clean up): Monday, Sept 19 @ 12:00 pm  
Activities (be specific): Main Stage & Workshop music, art vendors  
Anticipated Attendance: 1,500 Will minors (under 18) be present:  YES  NO

#### EVENT DETAILS

- Is event open to the general public?  YES  NO Will you be charging admission?  YES  NO
- Is this a fund raiser?  YES  NO For what organization? Inyo Council for the Arts
- NO BOUNCE HOUSES ALLOWED he (please initial)
- NO DRIVING/PARKING ON GRASS some w/park (please initial) staff guidance
- DO NOT OVERFILL TRASH CANS he (please initial)
- DO NOT LEAVE EXCESS TRASH ON SITE he (please initial)
- Will you be holding any of the following activities?  YES  NO CIRCLE THOSE THAT APPLY  
Amusement rides, animal rides, animal shows, cave explorations, fairs, fireworks/pyrotechnics, fishing derbies, fraternity/sorority parties, gun/knife shows, haunted houses, motorsports events, overnight camping/accommodations, overnight lock-ins, parades, political rallies, rodeos, sporting events, water-related activities, wine tasting.
- Describe decorations (Adhesives, open flames, and attaching items to light fixtures are not allowed): \_\_\_\_\_

#### FEES (See also "Fees, Rules, and Regulations for the Use of Group Picnic Areas and Community Buildings")

Enclose two (2) checks or money orders made payable to Inyo County Parks and Recreation:  
a. \$50.00 check/money order for the Day Use Fee  
b. \$150.00 check/money order for the refundable deposit  
(ADD \$100.00 to your deposit if you will have alcohol.)

#### SERVICES

- Do you need electricity?  YES  NO
- Do you need tables unlocked?  YES  NO
- Will you be using a caterer?  YES  NO Caterer's Name & Phone: food vendors
- Will there be security at this event?  YES  NO Security Company: \_\_\_\_\_

#### DEPOSIT & DAMAGES

Permittee shall be responsible for any damage or loss to furniture, fixtures, equipment, facilities, or property (including the grass). Any person, group, or permittee causing damage, loss, or excessive cleanup shall forfeit deposit and be required to pay any additional costs incurred to restore the furniture, fixtures, equipment, facilities, or property. Staff will inspect the premises after the event and determine what portion, if any, of the deposit to refund. If cost to return furniture, fixtures, equipment, facilities, or property to their original condition exceeds the value of the deposit, then the Director of Parks and Recreation shall seek restitution. **Therefore, return everything to original conditions.**



### Application for Special Event / Facility Use Permit

#### CONDUCT OF PERSONS

Permittee shall be responsible for the orderly conduct of all persons using the premises by its invitation, whether expressed or implied, during all times covered by the Special Event Permit issued by the Director of Parks and Recreation. At the Director's discretion, permittee may be required to provide security personnel.

#### ALCOHOL

Alcohol may be permitted by the Director of Parks and Recreation for your event under certain conditions, and additional precautions may be required. You must provide liquor liability insurance per Inyo County Ordinance 1024, section 12.18.100, if alcohol is permitted. Certain alcohol-related events may require the permittee to obtain a use license from the California Department of Alcohol Beverage Control and a health permit from the Inyo County Health Department. Copies of the use license and the health permit, when required by those agencies, must be submitted to Inyo County Parks and Recreation five days before your event.

- Will alcohol be present at this event?  YES  NO If yes, please complete the rest of this section.  
*If you mark no, and alcohol is discovered, then deposit will be forfeited and other action may be taken.*  
*Alcohol will be sold by Licensed Concessioner*
- Will consumption be limited to a fixed/secured area?  YES  NO
- Have those serving alcohol had alcohol awareness training?  YES  NO
- Have those serving alcohol been instructed not to serve minors or intoxicated guests?  YES  NO
- Is a designated driver program in place?  YES  NO

How will alcohol be provided? (Select one of the following)

- Distributed free of charge at free event by event host/employees/volunteers
- Distributed free of charge by event host/employees/volunteers, but admission fee is charged
- Distributed free of charge by licensed caterer
- Bring your own beverage
- Sold by third party and third party keeps all proceeds
- Sold by third party and proceeds shared with event host \*\*\* ADDITIONAL FORM REQUIRED

#### ADVERTISING, SOLICITATION, & SALES

Permittees, Groups, and Individuals **SHALL NOT** do any of the following without the expressed written approval of the Director of Parks and Recreation:

- Distribute any handbills or circulars
- Post, place, or erect bills, notices, paper, or advertising
- Place any items on any trees, or mark or deface any trees
- Publicize an event prior to obtaining necessary permit/s and paying all fees
- Sell or offer for sale any merchandise, articles, or things whatsoever
- Practice, carry on, conduct, or solicit for any trade, occupation, business, or profession



### Application for Special Event / Facility Use Permit

#### INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this Permit.

#### INSURANCE REQUIREMENTS

Permittee will supply Inyo County with evidence of General Liability, and, if alcohol is sold, distributed or served at the event, Liquor Liability insurance. Insurance shall be at least \$1,000,000 (one million) per occurrence for bodily injury and property damage, with at least \$50,000 for damage to premises. Risk Management reserves the right to modify these requirements depending on planning attendance and/or activities.

You must attach a certificate of insurance to this application. Failure to submit a certificate of insurance will result in denial of this application. The certificate holder box must read: "Inyo County, [risk@inyocounty.us](mailto:risk@inyocounty.us), 163 May St, Bishop, CA 93514." The description box must list the date and location of the event as well as the following: "Inyo County, if officials, officers, employees, and volunteers are additional insured. All liability policies are primary and noncontributory. A 30 day notice of cancellation will be provided to certificate holder."

In certain circumstances, Risk Management may waive the Insurance Requirements in consideration of the planned activities, location, and attendance. A waiver of the insurance requirement does not relieve the permittee of the indemnity obligation specified above. **No waiver will be granted for events with alcohol.** Examples of events that could potentially have insurance requirement waived include: small family event, neighborhood meet-up, health education, training/coaching, or community outreach. **To request a waiver, initial here  and provide a reason:**

#### SIGNATURES

I have read, understand, and agree to abide by the *Inyo County Fees, Rules, and Regulations for Use of Group Picnic Areas and Community Buildings* (available from Parks and Recreation) and all rules and regulations on this application. I will bring extra trash bags, I will not overfill trashcans, and I will do not leave trash on site. I understand that trash left behind will result in forfeit of my deposit. By signing this application, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth on this permit.

Applicant: Lynn Cooper Date: 7-21-22

Director of Parks and Recreation: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Manager: \_\_\_\_\_ Date: \_\_\_\_\_

If waiver is approved, Risk Manager will initial here: \_\_\_\_\_



Amy Shepherd  
Auditor- Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391

**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

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MARISSA SILVAS  
Office Technician I  
[msilvas@inyocounty.us](mailto:msilvas@inyocounty.us)

July 20, 2022

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: Marissa Silvas, Deputy  
Marissa Silvas



# STATEMENT

## MONEY IN COUNTY TREASURY

**FOR MARCH 30, 2022-JUNE 30, 2022**

STATE OF CALIFORNIA  
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 30, 2022

Amount of money that should be in the treasury on June 30, 2022

is	\$173,463,217.88	
Receipts from 033022-063022	\$61,216,260.30	
(Less paid warrants) Amount actually therein is	(\$51,089,036.65)	
Active Balance		\$10,641,855.79
BANK DEP ON HAND		\$0.00
LAIF		\$31,999,758.81
UBS MONEY MARKET		\$3,500,000.00
LOCAL AGENCY DEBT		\$422,744.32
FEDERAL AGENCIES		\$105,000,000.00
FA-TREASURY NOTES/BONDS		\$7,976,898.43
COMMERICAL PAPERS		\$13,872,147.22
CORPORATE OBLIGATION		\$0.00
CD		\$6,695,000.00
US BANK MONEY MARKET		\$6,208,799.42
CHECKS		
CURRENCY		\$18,078.00
SILVER		\$25.65
	183,590,441.53	\$186,335,307.64

**Difference:**

3/29/22 REMOTE DEPOSIT IN TRANSIT	(\$693.80)
3/29/22 VAULT DEPOSIT IN TRANSIT	(\$62,927.00)
3/29/22 ECSB#6463: WIRE TXRFR TO UB	(\$3,000,000.00)
3/29/22 NCR: PROCESSED INCORRECT CREDIT 500 ERR	\$77.99
3/29/22 CUSIP#31846V567-SETTLEMENT	\$344.82
6/3/22 PENDING REVERSAL TO INTEREST CLEARING	\$241.19
6/29/22 REMOTE DEPOSIT IN TRANSIT	\$603,185.85
6/30/22 REMOTE DEPOSIT IN TRANSIT	\$13,307.57
6/30/22 CUSIP#31846V567-SETTLEMENT	(\$86,250.00)
6/30/22 ICOE: PERS	-129630.94
6/30/22 ICOE: PERS	(\$133,509.79)
6/30/22 AUD PY: PIONEER PERS	(\$879.33)
6/30/22 AUD PY: PIONEER PERS	(\$1,831.17)
6/30/22 AUD: VENDOR MT ERROR-REVERSAL PENDING	\$53,698.50
<b>DIFFERENCE TOTALS</b>	<b>(\$2,744,866.11)</b>

*Amy Shepherd*

County Auditor

Subscribed and sworn to before me this

21st day of July



*[Signature]*  
Assistant Clerk of the Board of Supervisors  
INYO COUNTY