

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

December 18, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Bishop Paiute Tribe v. Inyo County; William Lutze, Inyo County Sheriff; Thomas Hardy, Inyo County District Attorney; United States District Court Eastern District of California Court Case No. 1:15-CV-00367-JLT**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Norman Coffman, v. County of Inyo, et al., Inyo County Superior Court Case No. SICVCV-17 61470**
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Julia Langley, v. County of Inyo, et al., United States District Court Eastern District of California Case No. 1:16-CV-01133-DAD-JLT**
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Prominent Systems, Inc., a California Corporation, v. Eastern Sierra Engineering, P.C., a Nevada Corporation; County of Inyo, a political subdivision of the State of California, Superior Court of the State of California for the County of Kern Case No. S-1500-CV-279959-DR; Court of Appeal 5th Appellate District, Division P Case No. F077475**
6. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**

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.)

10:00 a.m. PLEDGE OF ALLEGIANCE

7. REPORT ON CLOSED SESSION

8. **PUBLIC COMMENT**
9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
10. **INTRODUCTIONS** – The following new Health & Human Services employees will be introduced to the Board: Mikaela Torres, Administrative Analyst II; Marjie Chapman, Office Technician II; Christina Bonanno, Social Worker II; and Michael D. Heinlein, Licensed Addictions Program Supervisor.

DEPARTMENTAL – PERSONNEL ACTIONS

11. **AGRICULTURAL COMMISSIONER** – Request Board: A) approve the job description for the Agriculture/Weights and Measures/Cannabis Inspector I, II, and III; and B) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for an Agriculture/Weights and Measures/Cannabis Inspector I and Agriculture/Weights and Measures/Cannabis Inspector II exists in the General Fund, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; 2) where due to the nature of the positions, it is unlikely that they could be filled by internal candidates meeting the qualifications for the positions and an open recruitment is appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Agriculture/Weights and Measures/Cannabis Inspector I, Range 60 (\$3,612 - \$4,387) and one (1) Agriculture/Weights and Measures/Cannabis Inspector II, Range 65 (\$4,052 - \$4,929).
12. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II/III exists in the Building & Maintenance and Road budgets, as certified by the Acting Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could be filled through an internal recruitment, but an open recruitment is most appropriate to ensure qualified applicants apply; and C) authorize the hiring of one (1) Office Technician I/II/III at Range 55 (\$3,213 - \$3,907), Range 59 (\$3,526 - \$4,285), or Range 63 (\$3,867 - \$4,705), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

13. Request Board approve the agreement between the County of Inyo and Gerard B. Harvey for the provision of Professional Services as a Public Defender (Misdemeanors – North County) for the period of January 1, 2019 through June 30, 2019, in an amount not to exceed \$66,000 and authorize the Chairperson to sign.
14. **Clerk of the Board** – Request Board make the following appointments to the Child Care Planning Council: A) reappoint Raquel Dietrich to an unexpired three-year term for a Public Agency Representative, ending November 4, 2021; and B) appoint Kathleen Duncan to an unexpired three-year term in the Discretionary Category, ending December 1, 2021. (*Notices of Vacancy resulted in requests for appointment being received from Ms. Dietrich and Ms. Duncan.*)
15. **Risk Management** – Request Board, pursuant to Article 7 of the CSAC Excess Insurance Authority Joint Powers Agreement, appoint the Risk Manager as Director and County Administrator as the Alternate Director to the CSAC Excess Insurance Authority Board of Directors.

PLANNING

16. Request Board: A) certify that \$29,784.77 in funds provided to Inyo County as an Affected Unit of Local Government under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425, and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85); and B) authorize the Chairperson to sign the certification and staff to submit the certification to the U.S. Department of Energy.

PUBLIC WORKS

17. Request Board approve the plans for Cottonwood Creek Charcoal Kiln Roof.
18. Request Board approve Parcel Map No. 409.
19. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Accepting the Work of Improvement Known as the Lone Pine VFW Parking Lot Project and Authorizing the Recording of a Notice of Completion with Respect to Said Work," and authorize the Chairperson to sign.
20. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Accepting the Work of Improvement Known as the Bishop Senior Center Improvement Project and Authorizing the Recording of a Notice of Completion with Respect to Said Work," and authorize the Chairperson to sign.
21. Request Board: A) declare the bids submitted by Bowman Asphalt, Inc. and Clair Concrete, Inc. for the South Street Parking Lot Paving Project as not in the County's best interest; and B) reject all bids received.

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

22. **COUNTY ADMINISTRATOR** – ***Inyo Film Commission*** – Request Board receive Inyo County Film Commissioner's 2018-2019 Mid-Year Written Report.
23. **BOARD OF SUPERVISORS** – ***Chairperson Totheroh*** – Request Board appoint a Planning Commissioner to represent the First Supervisorial District.
24. **BOARD OF SUPERVISORS** – ***Supervisor Pucci*** – Request Board appoint a Planning Commissioner to represent the Third Supervisorial District.
25. **PLANNING** – Request Board authorize the County Administrator to sign a maximum 12-month extension to the Memorandum of Understanding (MOU) with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision, assuming no changes or additions will be made.
26. **COUNTY ADMINISTRATOR** – ***Information Services*** – Request Board ratify and approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board meeting streaming and agenda automation system for the period of December 1, 2018 through November 30, 2019 in an amount not to exceed \$10,685.
27. **COUNTY ADMINISTRATOR** – ***Personnel*** – Request Board enact an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors."
28. **COUNTY ADMINISTRATOR** – ***Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
29. **COUNTY ADMINISTRATOR** – ***Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
30. **COUNTY ADMINISTRATOR** – ***Emergency Services*** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

31. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
32. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

- 11 a.m.
33. **PUBLIC WORKS** – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 10.56.010, 10.56.020, and 10.56.030, and Repealing Section 10.56.040, of the Inyo County Code, Pertaining to Weight Limitations on Certain County Highways and Bridges.”
 34. **AG COMMISSIONER** – Request Board: A) conduct a public hearing on the consideration of County commercial cannabis licenses for manufacturing classification licenses in cannabis Zone 5F, cultivation above 5,000 sq. ft. classification licenses in Zone 5F, and cultivation less than 5,000 sq. ft. classification licenses in Zone 5G; and B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the county and the state of California including payment of all required fees and taxes.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.

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

35. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Personnel Recruitment – Supervising Agricultural Inspector Biologist

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the job description for the Agriculture/Weights and Measures/Cannabis Inspector I, II, and III, and B) find that consistent with the adopted Authorized Position Review Policy: 1) The availability of funding for the requested positions come from the General Fund, concurred with by the Agricultural Commissioner and Auditor Controller; and 2) Where due to the type of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and C) Approve the hiring of one Agriculture/Weights and Measures/Cannabis Inspector I, Range 60 (\$3,612-\$4,387) and one Agriculture/Weights and Measures/Cannabis Inspector II, Range 65 (\$4,052-\$4,929) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Commercial Cannabis Permit Office, which operates under the Agricultural Commissioner's Office, has begun the process of issuing commercial cannabis business licenses. With these licenses being issued, enforcement and oversight work will need to begin, requiring personnel to do so.

The two employees proposed to conduct commercial cannabis enforcement work are expected to work as a pair to maintain the integrity of inspections and to help ensure the protection of county personnel. These employees are expected to split their work time 50/50 between agriculture/weights and measures inspections and cannabis inspections. Because of this, employees hired under this classification are required to be licensed through the California Department of Food and agriculture as agricultural biologists or weights and measures inspectors as outlined in the job description.


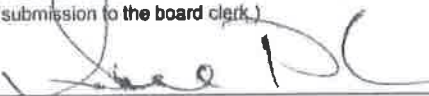
ALTERNATIVES:

Not authorize the hiring of these two employees. This would result in having no inspection staff for commercial cannabis operations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This position will be funded by the 023301 Agricultural Commissioner and 023301 Cannabis Regulation budget units.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>12/3/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>12/3/18</u>

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



Date: 12-5-18



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

AGRICULTURE/WEIGHTS AND MEASURES/CANNABIS
INSPECTOR I, II, or III

DEPARTMENT:	Agricultural Commissioner
LOCATION:	Inyo and Mono Counties
SALARY:	Level I Range 60 \$3612 \$3788 \$3978 \$4181 \$4387
	Level II Range 65 \$4052 \$4261 \$4475 \$4699 \$4929
	Level III Range 70 \$4569 \$4800 \$5036 \$5292 \$5557

DISTINGUISHING CHARACTERISTICS:

This series will be utilized in the agriculture, weights and measures, commercial cannabis permit, and other functional areas of the Agricultural Commissioner's Office to perform the services, inspections, and controls as required by law. Incumbents should possess a high degree of scientific analytical ability; good oral and written communication skills; and the ability to work effectively with others.

Level I – This is an entry level position. Trainee will work under supervision while learning tasks associated with their skill area.

Level II – Under general supervision, this level is distinguished by the variety of skill and experience required. Persons at this level are required to act independently and perform satisfactorily in several skill areas.

Level III – Under general supervision, this level is the most highly trained and skilled position in the series and incumbents perform the greatest variety and most difficult tasks. Persons working at this level may train or act as the lead person when working with less skilled individuals. Incumbent may supervise planning, scheduling, training, and monitoring programs as assigned by the Commissioner/Sealer.

ESSENTIAL JOB DUTIES:

Level I – Conducts standard inspections to determine compliance of agricultural and weights and measures laws and regulations, conducts inspections of cannabis businesses including cultivation, manufacturing, distribution, testing, and retail facilities, samples, investigates complaints from the public, conducts surveys of cannabis establishments, inventories and reviews documents in order to identify errors and discrepancies in permits and licenses issued, accepts and conducts preliminary review of cannabis application documents to confirm completeness, issues pesticide permits and business permits and other related duties as required.

Level II – Conducts field surveys and inspections as directed by the Agricultural Commissioner/Sealer's Office, including commercial cannabis permit inspections, fruit, vegetable, and egg quality control, nursery compliance, pest and disease control, pesticide safety, weighing and measuring devices, quantity control of packaged commodities, weighmaster and petroleum products, electric meters and liquid petroleum gas; investigates and determines commodity fitness and recommends remedial measures used in regulation of agricultural industry such as suggestions or reprimands, issuing certificates of compliance or notices of non-compliance ordering reconditioning or destruction of commodities, office hearings, or issuing citations; disseminates agricultural, weights and measures, and county commercial cannabis policies, legal requirements, and information; advises and serves general public, community groups, government agencies, and private industry on agricultural, weights and measures, and commercial cannabis problems and concerns; conducts studies and reports such as annual crop statistics, pesticide illness investigations, statistical sampling surveys, follow-up inspections, investigation of complaints and infractions, and track and trace compliance; prepares routine reports and correspondence; makes oral presentations; assists in review of cannabis permit applications; other related duties as required.

Level III – In addition to the above, plans work schedules and monitors work progress to assure program integrity; performs programs as planned; prepares reports as required by the programs and keeps the Agricultural Commissioner/Sealer informed; performs remedial legal actions required to obtain compliance with State laws and regulations; supervises personnel engaged in agricultural, weights and measures, and commercial cannabis inspections and

investigations; performs departmental administrative work relating to programs, personnel, budget, and reporting functions; represents the Agricultural Commissioner/Sealer to the public and other agencies as required; speaks to various groups on departmental activities; works with members in all facets of the agricultural and cannabis industry, and other industries and agencies; obtains compliance, preferably by education rather than by enforcement; compiles statistics; maintains an inventory of equipment and supplies; assists in review of cannabis permit applications; other related duties as assigned.

MINIMUM QUALIFICATIONS

LICENSING:

Level I – This position requires any one (1) County Agricultural Inspector Biologist or County Weights and Measures Inspector license issued by the California Department of Food and Agriculture.

Level II – This position requires any (3) County Agricultural Inspector Biologist or County Weights and Measures Inspector license issued by the California Department of Food and Agriculture.

Level III – This position requires all eight (8) County Agricultural Inspector Biologist or County Weights and Measures Inspector license issued by the California Department of Food and Agriculture.

EDUCATION:

Level I, II, III – Achievement of the appropriate level of college commiserate with Cdfa requirements for licensing.

EXPERIENCE:

Level I – None required.

Level II – One (1) year experience in the technical inspection and enforcement of agricultural or weights and measures laws as a licensed Agriculture/Weights and Measures/Cannabis Inspector I

Level III – Two (2) years of responsible experience acting in the capacity of an Agriculture/Weights and Measures/Cannabis Inspector II.

Knowledge of: State and county laws, regulations, policies, and agreements pertaining to the function of the Agricultural Commissioner/Sealer's Office and County Commercial Cannabis Permit Office; enforcement powers and obligations of the Agricultural Commissioner, rules of evidence, investigating, techniques, and court procedures; mechanics and operation of scales and other weighing and measuring devices; general agricultural, weights and measures, and cannabis business practices and issues; general biology; methods for treating and controlling plant pests and diseases commonly found in California; rules and regulations governing general inspection of agricultural pests and the sale and use of pesticides and economic poisons; basic principles of County budgeting methods. Level III incumbents should also have knowledge of personnel supervision and principles of program management.

Ability to: Interpret and enforce agricultural standards, laws, and regulations; interpret and enforce Inyo County commercial cannabis regulations, inspect, test, and seal commercial weighing and measuring equipment; keep accurate records and prepare reports; operate a computer in the course of work; understand and carry out oral and written directions; establish and maintain cooperative working relationships with those contacted during the course of work; perform heavy labor outdoors under adverse weather conditions, including extreme temperatures, sun, wind, water, odors, and insects. Senior incumbents should also have the ability to supervise personnel engaged in agricultural and weights and measures inspections and investigations; plan, coordinate, and review inspection programs; perform departmental administrative work relating to programs, personnel, budget, and reporting functions.

Physical ability to: Work outdoors, often in adverse conditions, including extreme temperatures, sun, wind, water, odors, and insects; walk distances on difficult and remote terrain, and lift and carry for some distance weights of up to 50 pounds; operate specialized equipment.

Special requirements: Must successfully complete a County pre-employment background investigation and physical examination, including drug screen. Must possess a valid Class B commercial operator's license issued by the California Department of Motor Vehicles within 1 year of employment.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
12

FROM: Public Works Department

FOR THE BOARD MEETING OF:

DEC 10 2018

SUBJECT: Authorize the hiring of one Office Technician I/II/III

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for the requested position exists within the Public Works Department budgets Building & Maintenance (011100) and Road (034600) as certified by the Public Works Director, and concurred with by the County Administrator and Auditor-Controller; and
- B) Where internal candidates could meet the qualifications for the position and could be filled through an internal recruitment, however, an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
- C) Authorize the hiring of one (1) Office Technician I/II/III at range 55 (\$3,213 - \$3,907), range 59 (\$3,526 - \$4,285), or range 63 (\$3,867 - \$4,705).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Public Works Department would like to hire one (1) Office Technician I/II/III. This position is proposing to fill a recent vacancy with a long time employee that has promoted to the Project Coordinator which is a shared position between Planning and Public Works. This position is critical to the department operations and completes our internal operational billings for Road Department and Building & Maintenance. This position is 14% funded in general fund budgets and 86% in non-general fund budgets and is part of our authorized strength in the FY 2018/2019 budget.

ALTERNATIVES:

The Board could choose not to approve the hiring of one (1) Office Technician I/II/III. This is not recommended as it will have direct impacts on service delivery to the community and countywide departments. This position is a large part of our building and maintenance operations and billings.

OTHER AGENCY INVOLVEMENT:

Personnel, Auditor

FINANCING:

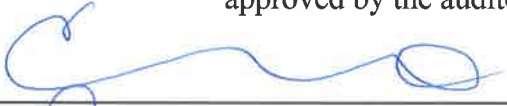
This position is budgeted in various Public Works budgets in the Salaries and Benefits Object Codes.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)



Approved: yes Date 12/4/2018

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)



Approved: ✓ Date 12/3/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/4/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Approval of Contract Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve the agreement for public defender services between the County of Inyo and Gerard B. Harvey for The Provision of Professional Services As A Public Defender [Misdemeanors – North County] for the period of January 1, 2019 through June 30, 2019, in an amount not to exceed \$66,000 and authorize the Chair to sign.

SUMMARY DISCUSSION

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

The current Public Defender providing services to the North County (misdemeanors) gave her notice and her last day with the County is December 31, 2018. Approving this contract ensures that there is no gap in the services provided by the public defenders.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors – North County (second priority), misdemeanors – South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health and child support cases, as well as advocating for patients' rights. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons.

ALTERNATIVES

Your Board could choose not to approve the contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.




OTHER AGENCY INVOLVEMENT

The County Counsel's Office assisted in reviewing both the standard contract to ensure the contract continued to meet the County's needs.

FINANCING

Funding for this contract is currently budgeted in the Public Defenders Budget #022600 in the Professional Services object code (5265). The negotiated contract amount is \$11,000 per month, for a total amount not to exceed \$66,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/7/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/10/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/12/18</u>

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

 Date: 12/11/18

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for GERARD B. HARVEY of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under this Agreement.

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

2. TERM.

The term of this Agreement is for the period from January 1, 2019 to June 30, 2019.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will required a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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

8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

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

11. STATUS OF CONTRACTOR.

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

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

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

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

12. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

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

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. ASSIGNMENT.

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

19. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

20. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-eight (29) below.

21. CONFIDENTIALITY.

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

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

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

24. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. AMENDMENT.

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

28. NOTICE.

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

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Gerard B. Harvey, Esq.</u>	Name
<u>P.O. Box 1701</u>	Street
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

GERARD B. HARVEY

Dated: 12/11/18

APPROVED AS TO FORM AND
LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

dg/Contracts/PubDefender/Gerard B. Harvey

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCOPE OF WORK:

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

Misdemeanors, North County
Sexually Violent Predator Cases

Primary Conflict Case Priorities:

First Priority: Misdemeanors, South County
Second Priority: Felony Cases, North and South County

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

PubDfdrA-1CoverageTable.Gerard B. Harvey No.County Misdemeanors

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From January 1, 2019 through June 30, 2019; \$66,000.00/\$11,000.00 per mo.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF FEES:

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND GERARD B. HARVEY
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: JANUARY 1, 2019 TO: JUNE 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Clerk of the Board
BY: Assistant Darcy Ellis

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Appointments to the Inyo County Child Care Planning Council

DEPARTMENTAL RECOMMENDATIONS:

Request Board make the following appointments to the Child Care Planning Council: A) reappoint Raquel Dietrich to an unexpired three-year term for a Public Agency Representative, ending November 4, 2021; and B) appoint Kathleen Duncan to an unexpired three-year term in the Discretionary Category, ending December 1, 2021. (*Notices of Vacancy resulted in requests for appointment being received from Ms. Dietrich and Ms. Duncan.*)

SUMMARY DISCUSSION:

The Inyo County Superintendent of Schools (ICSOS) Early Care & Education Division oversees the Child Care Planning Council and the ICSOS and Inyo County Board of Supervisors each appoint a portion of the Council in addition to making a joint appointment. The member serving in the jointly appointed Discretionary Category resigned in September, and the two positions appointed by the Board of Supervisors – Community Representative and Public Agency Representative – became vacant in November when their terms expired.

In collaboration with the ICSOS, the vacancies were subsequently advertised per your Board's policy. Requests for appointment were received only for two of the three vacancies, despite a second publication of the Notice of Vacancy. The requests were received from Raquel Dietrich, seeking re-appointment to the Public Agency Representative position, and Kathleen Duncan, seeking appointment to the Discretionary Category position. Both the ICSOS and Board of Supervisors must approve of the latter appointment, and Inyo County Superintendent of Schools Dr. Lisa Fontana has provided a letter of approval (attached).

The Clerk of the Board will remain in contact with the ICSOS Early Care & Education Division regarding ongoing recruitment efforts to fill the third vacancy which, at this time, does not appear to create quorum issues.

ALTERNATIVES:

The Board could elect not to fill the positions. This is not recommended as the applicants have expressed interest in serving on the Council, and the Council requires a quorum to conduct business.

FINANCING:

There are no costs to the County associated with filling the vacant positions other than those required to publicly advertise the vacancies in the local newspaper of record.

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

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

Date: 12/12/18



Inyo County Superintendent of Schools

Lisa Fontana, Ph.D.

December 12, 2018

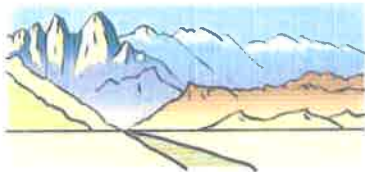
Inyo County Child Care Planning Council
164 Grandview
Bishop, CA 93514

ATTN: Council Members

I approve the appointment of Kathleen Duncan to a three-year term as a member of the Inyo County Child Care Planning Council, to serve as a discretionary appointee. Her term is effective upon the concurrence of the Inyo County Board of Supervisors and will expire on December 1, 2021.

Respectfully,

Lisa Fontana, PH.D.
Inyo County Superintendent of Schools



Inyo County Superintendent of Schools

Lisa Fontana, Ph.D.

October 25, 2018

Inyo County Board of Supervisors
Attn: Darcy Ellis, Assistant Clerk of the Board of Supervisors
P.O. Drawer N
224 N. Edwards St.
Independence, CA 93514

RECEIVED
2018 OCT 26 AM 11:34
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Dear Inyo County Board of Supervisors:

This letter is to express my interest in the Public Agency Representative vacancy on the Inyo County Child Care Planning Council (LPC). Currently, I am the Administrator of the Child Development Division of the Inyo County Superintendent of Schools (ICSOS) and have recently entered into my third year in this position. I am currently the Regional Lead for the California Preschool Instructional Network (CPIN), which serves Riverside, Inyo, Mono, and San Bernardino Counties, and have been a Lead for the past six years. As the Regional Lead I, with the help of a small team, am responsible for providing professional learning sessions on the nine domain areas of preschool-age development described in the California Preschool Learning Foundations. In addition to CPIN, I am responsible for various early care and education quality improvement grants, coordinating subsidized child care programs, implementing the Inyo Resource and Referral Program for child care services, which are all funded by the California Department of Education as well as First 5 California.

The Child Development Administrator of ICSOS has served as the Public Agency Representative for the Inyo LPC for many years and I would like to continue to fill this role as a representative from ICSOS. As a local agency providing various early care and education programs like CPIN, the California State Preschool Program, and local subsidized child care programs, ICSOS would like to continue to provide the LPC a valuable perspective regarding the early education and care landscape in Inyo County.

Thank you for your consideration and I look forward to hearing your response.

Sincerely,

Raquel Dietrich
Administrator



**INYO
MONO
ADVOCATES for
COMMUNITY
ACTION, Inc.**

**Administration
Personnel
Community Services
Housing
Weatherization**
137 E South St.
P.O. Box 845
Bishop, CA 93515
(760) 873-8557
Fax (760) 873-8182
e-mail: info@imaca.net

**Community Connections
for Children**
625 Old Mammoth Rd.
P.O. Box 8571
Mammoth Lakes, CA 93546
(760) 934-3343
(800) 317-4600
Fax (760) 934-2075

**Child Development &
Family Services
Head Start/State Preschool**
Administration Office
180 Clarke Street
Bishop, CA 93514
(760) 873-3001
Fax (760) 872-5570

**Glass Mountain
Apartments**
25 Mountain Blvd.
Mammoth Lakes, CA 93546
(760) 924-3888

Valley Apartments
156 E. Clarke St.
Bishop, CA 93514
(760) 873-8557

IMACA is a Non-Profit,
Tax-Exempt Organization
under Section 501(c)(3),
Internal Revenue Code.

People Helping People

RECEIVED

2018 NOV 30 PM 2: 36

November 30, 2018

ADMINISTRATOR
Inyo County Board of Supervisors

Attn: Darcy Ellis, Assistant Clerk of the Board of Supervisor
P.O. Drawer N
224 N. Edwards St.
Independence, CA 93514

Dear Inyo County Board of Supervisors,

This letter is to express my interest in the Discretionary Representative vacancy on the Inyo County Child Care Planning Council (LPC). Currently, I am the IMACA Head Start/State Preschool Program Director. I have held this position since August of 2015. Prior to that I have worked for IMACA as both the Operations Coordinator and a Lead Teacher since 2002. As the Director for our Head Start/State Preschool Program, I am responsible for ensuring our Centers are in compliance with Community Care Licensing, Head Start Performance Standards, and Title 5, and the overseeing of budgets. In addition, I am responsible for overall program planning of the Head Start, State Preschool, and CACFP food program including the area service plan, monitoring plan, program policies and procedures, strategic plan, staff development plans, and program improvement plans. Our programs are funded by the California Department of Education and the Office for the State Preschool (subcontract through Inyo County Superintendent of Schools and the CACFP food program) and the Department of Health and Human Services (HHS)-Office of Head Start Division.

The previous IMACA Child Development Program Director, Robyn Wisdom, served as the Discretionary Representative for many years and I would like to continue to fill the role as a representative for IMACA. Being a part of the LPC will support IMACA's goal of maintaining community partnerships and supporting team building between our agency and other child development programs in Inyo County and helps me to fulfill my personal goal of helping children and families my community.

Thank you for your consideration and I look forward to hearing your response

Sincerely,
Kat Duncan-IMACA HS/SP Director
180 E. Clarke Street

Bishop, CA 93514
760-873-3001 office

760-872-5570 fax

kduncan@imaca.net

Serving Inyo, Mono & Alpine Counties since 1981
www.imaca.net

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following date, to with:

October 13th,
In the year of **2018**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
13th DAY OF OCTOBER 2018



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 OCT 29 PM 1:47

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

**Proof of Publication of
Public Notice**

NOTICE OF VACANCY CHILD CARE PLANNING COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill three vacancies on the Child Care Planning Council: one three-year term for a Community Representative ending November 4, 2021; one three-year term for a Public Agency Representative ending November 4, 2021; and one three-year term in the Discretionary Category, ending December 1, 2021.

If you are interested in serving on the Child Care Planning Council in any of the above-listed capacities, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Monday, October 29, 2018.

For more information, contact Child Care Connection at (760) 873-5123. (IR 10.13.18 #13595)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

November 20th,

In the year of **2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
20th DAY OF NOVEMBER 2018



Signature

This space is for County Clerk's Filing Stamp

Dec. 6, 2018
12:13 p.m.
De

Proof of Publication of Public Notice

NOTICE OF VACANCY CHILD CARE PLANNING COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two vacancies on the Child Care Planning Council: one unexpired three-year term for a Community Representative ending November 4, 2021; and one three-year term in the Discretionary Category, ending December 1, 2021.

If you are interested in serving on the Child Care Planning Council in either of the above-listed capacities, please submit your request for appointment to the
Clerk of the

**Board of Supervisors at
P.O. Drawer N,
Independence, CA 93526 or
dellis@inyocounty.us.**

In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Tuesday, December 3, 2018.

For more information, contact Child Care Connection at
(760) 873-5123.

(IR 11.20.2018 #13646)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administrator, Risk Management

FOR THE BOARD MEETING: December 18, 2018

SUBJECT: Appointment of Director and Alternate Director to CSAC Excess Insurance Authority.

DEPARTMENTAL RECOMMENDATION:

Request that your Board, pursuant to Article 7 of the CSAC Excess Insurance Authority Joint Powers Agreement, appoint the Risk Manager as the Director and County Administrator as the Alternate Director to the CSAC Excess Insurance Authority Board of Directors.

SUMMARY DISCUSSION:

Attached are copies of Article 7 Board of Directors and Article 8 Powers of the Board of Directors of the CSAC Excess Insurance Authority Joint Powers Agreement. Pursuant to Article 7, the Board of each member county shall appoint one director and one alternate director to serve on the Board of Directors. Due to the retirements of the current Director Marlena Baker and current Alternate Director Kevin Carunchio, it is necessary to appoint a new Director and Alternate Director. The procedures allow a Board to appoint by position.


It is recommended that the Board appoint by position as follows: 1) The Risk Manager is appointed as the Director; and 2) The County Administrator is appointed as the Alternate Director.

ALTERNATIVES: The Board could appoint a different official or staff member to fill the positions.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

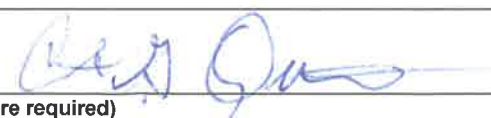
APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/10/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____
BUDGET OFFICER*****:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date: 12/10/18

- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed as follows:

a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.

b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board.

c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of the Authority's insurance programs, shall require the affirmative vote of a majority of those Board members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board members as a whole shall have a minimum of one vote. The public entity Board members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board votes authorized herein be less than the number of public entity Board members at a duly noticed meeting, the public entity Board members shall decide among themselves which Board member shall vote. Should they be unable to decide, the President of the Authority shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board shall form an Executive Committee, as provided in Article 11. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board except adoption of the Authority's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of the Authority. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.

(e) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(g) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board, directly or through the Executive Committee, shall provide for necessary services to the Authority and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board shall act upon each claim involving liability of the Authority, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(l) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of the Authority. The Board may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

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

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Certification that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2018 (October 1, 2017 - September 30, 2018), were expended in accordance with the provisions of applicable laws.

DEPARTMENTAL RECOMMENDATION:

Request that the Board:

- 1) Certify that \$29,784.77 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- 2) Authorize the Chairperson to sign the certification; and,
- 3) Direct Staff to submit the certification to the U.S. Department of Energy.

SUMMARY DISCUSSION:

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2016, monies were expended by Inyo County which had been previously provided to the County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None

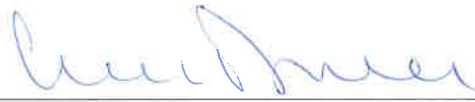
FINANCING:

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>11/30/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>11/20/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 12/4/18

**CERTIFICATION OF EXPENDITURE OF FUNDS
FOR FEDERAL FISCAL YEAR 2018**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2018 in the amount \$29,784.77 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

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

BY: _____
Dan Totheroh, Chairperson
Inyo County Board of Supervisors
Date

ATTEST: _____
Darcy Ellis, Board Clerk
Date

NOTE: If the County fails to provide such certification by December 31, 2018, DOE is expressly prohibited from making further direct payments to the County. Please forward the fully executed certification to:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Public Works

FOR THE BOARD MEETING OF: December ¹⁸4, 2018

SUBJECT: Approve the Plans for the Cottonwood Creek Charcoal Kiln Roof

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve plans for the Cottonwood Creek Charcoal Kiln Roof.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Several years ago the Friends of the Eastern Sierra Museum (FECM) approached the County about a joint project to protect the Cottonwood Creek Charcoal Kilns from further deterioration from rain and wind. The joint project would include Inyo County Public Works completing the construction plans, which would be similar to the pole barn style of the Lone Pine High School FFA barn; LA Department of Water and Power (LADWP) would install the posts; and FECM would hire a contractor to install the roof, with a large donation from Coso Operating Company. In the fall of 2017, LADWP determined they would be unable to access the post locations on the north side of the kilns with their auger truck. To keep the project alive, several members of the FECM volunteered to dig the five post holes by hand (a very impressive feat!). Once, the northern post holes were dug, LADWP installed the ten posts. Once the plans are approved, FECM will hire a contractor to complete the roof. Included with the plans are the truss plans from Roof Components, of Laws, CA.

ALTERNATIVES:

Your Board could choose not to approve the plans, or request a change be made to the plans before approval.

OTHER AGENCY INVOLVEMENT:

The Eastern California Museum / Friends of the Eastern California Museum
 LADWP
 Coso Operating Company

FINANCING:

The cost of this construction will be paid by the Friends of the Eastern Sierra Museum.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u> N/A </u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u> N/A </u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u> N/A </u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature]

Date: 11/21/18

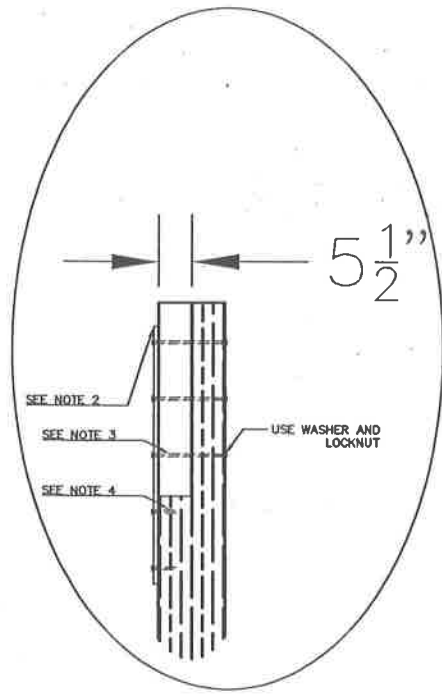
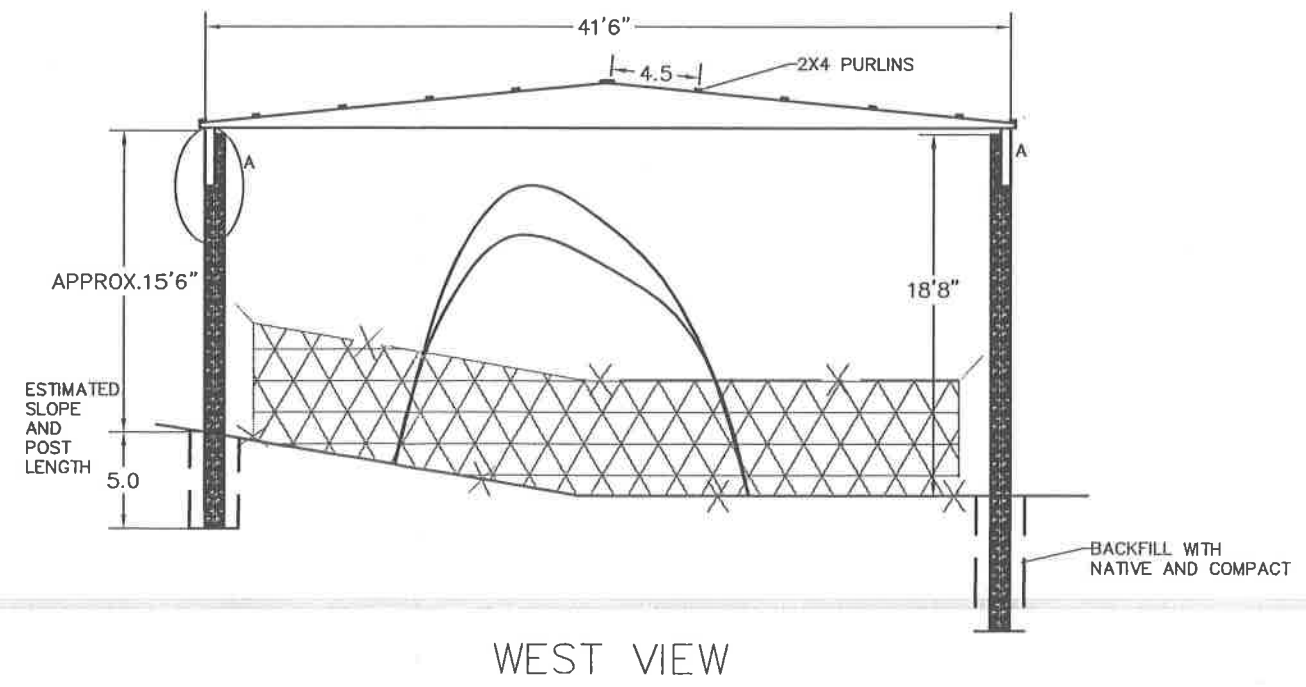
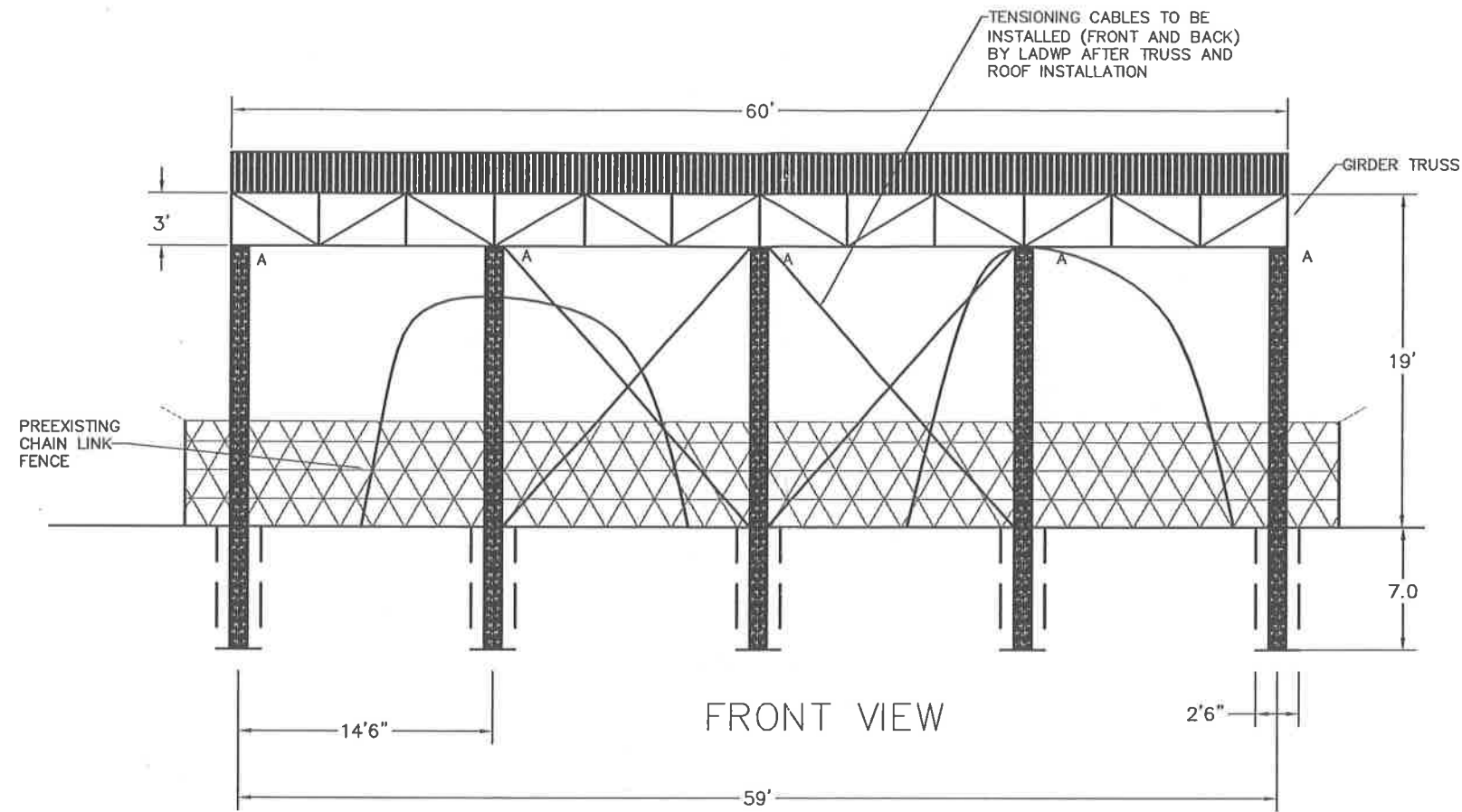
Revisions	
By	Date
ARH	11/26/2018

**Cottonwood Charcoal Kilns
Roof Structure
ELEVATIONS**

INYO COUNTY
PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201



Cottonwood Kilns Roof	
Drafting By:	ARH
Approved By:	MTE
1-12-2017	
SHEET 1 OF 2	



DETAIL A

SCALE 1:3

- NOTES:
1. ASSEMBLE GIRDER AND ROOF TRUSSES PER INSTRUCTIONS FROM MANUFACTURER
 2. SIMPSON MSTC52 OR EQUAL SHALL BE USED AS TIE STRAP SHOWN IN DETAIL A, NAILS SHALL BE USED IN ADDITION TO BOLT CONNECTIONS, AS DIRECTED BY MANUFACTURER
 3. GRADE 2 3/4" X 12-15" BOLTS SHALL BE USED AS SHOWN IN DETAIL A
 4. SIMPSON STRONG-DRIVE SDS HEAVY DUTY CONNECTOR (1/2" X 3") OR EQUAL SHALL BE USED AS SHOWN IN DETAIL A



(Signature)
MICHAEL ERRANTE, ACTING DIRECTOR
INYO COUNTY PUBLIC WORKS

12/7/18
DATE

WEST VIEW

SCALE 1:10

BMP Notes:

Limits of allowable land disturbance shall be clearly flagged prior to construction activities, staging or storage of materials.

BMPs shall be in place prior to construction activities, staging or storage of materials.

Workers shall, as much as possible, avoid entering the kiln enclosure.

- ① Limit of disturbance.
- ② Straw Waddles along outside fence perimeter as necessary to prevent stormwater or debris from entering enclosure during construction. These are currently in place, check condition.
- ③ Areas disturbed by construction activity shall be restored as much as possible to original condition.

Construction Notes:

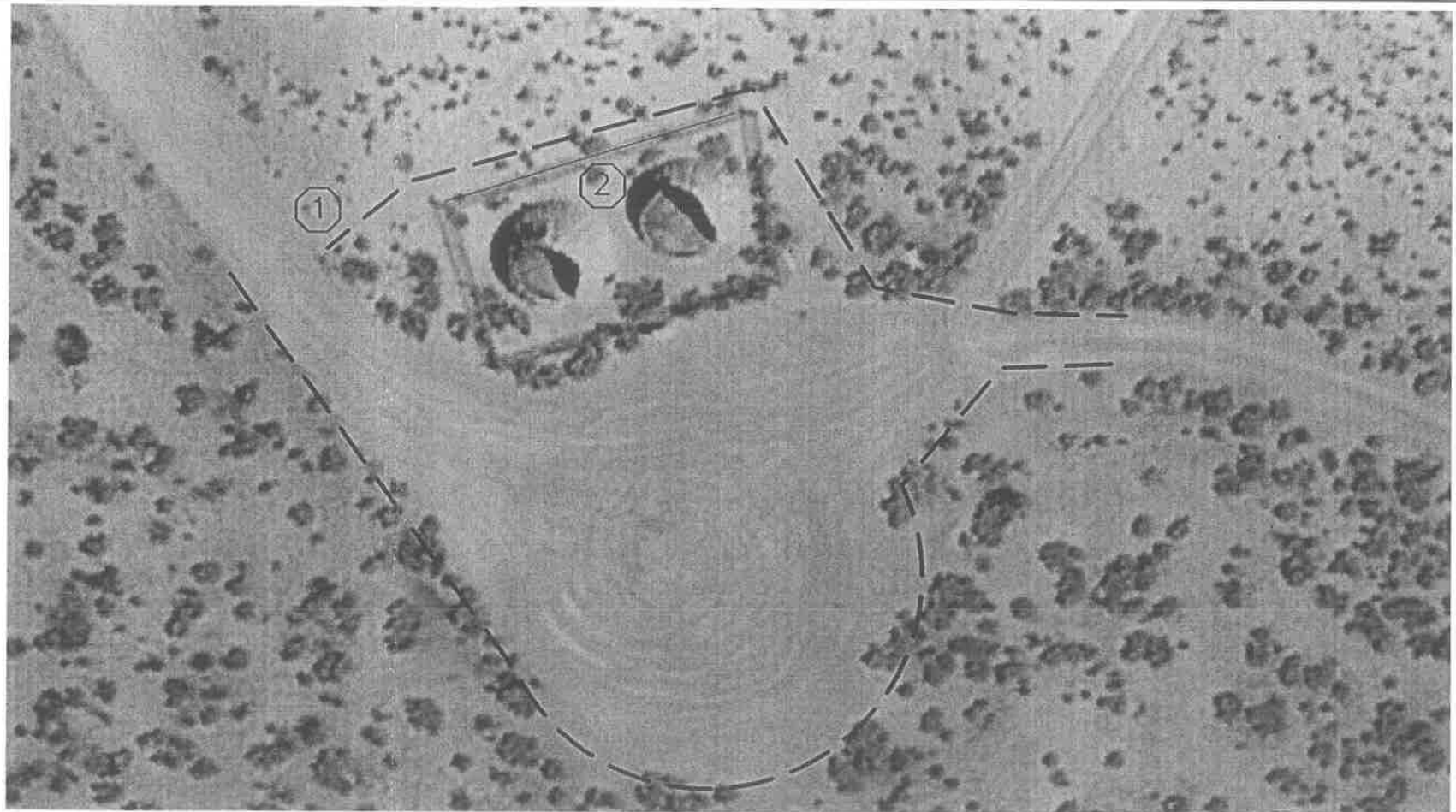
All work shall comply with OSHA requirements.

Building Specifications:

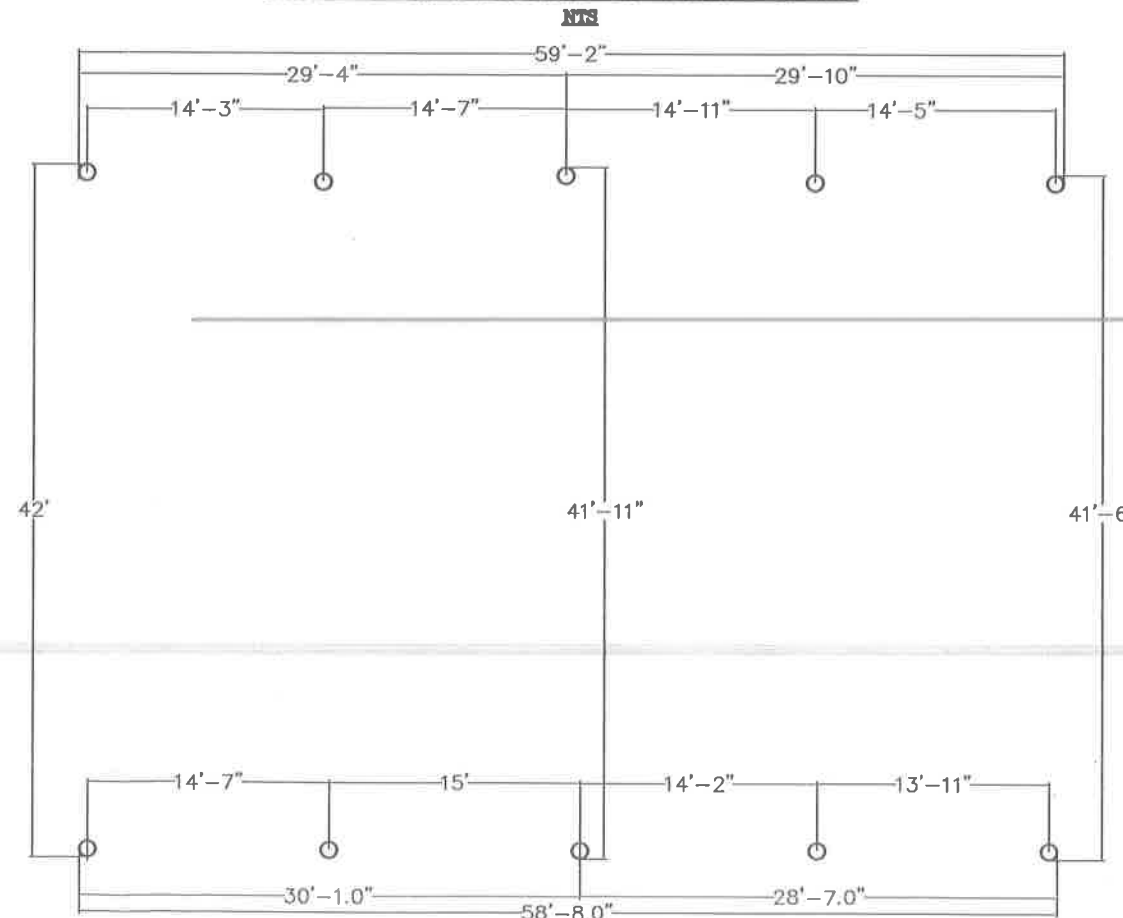
Building Width 42'
 Building Length 60'
 Building Height
 Front Face 19.0'
 Rear Face 15.5'
 Eave Overhang 9 in
 Gable Overhang 0 in
 Pitch of Roof 1.0 in/12 in
 Style of Building Post Frame
 Roof Type Corrugated Galvanized Steel

Materials Specifications

Posts: Douglas Fir Utility Pole, 12" avg. diameter
 Strapping: Simpson MSTC52 or equal
 Purlins: 2x4 every 4.5 ft
 Purlin Attachment: Simpson Strong-Drive SDS Connector Screw (or equal), 1/4" x 3" (2 per)
 Corrugated Roofing: PBR style roof panels, in a neutral color
 Truss Types: Clear Span, truss system, including roof truss connection to girder truss shall be engineered by the truss manufacturer



SITE DIMENSIONS & BMP PLAN



POST LAYOUT

ACTUAL POST LOCATIONS

Revisions	
By	Date
ARH	11/26/2018

Cottonwood Charcoal Kilns
Roof Structure
 SITE DIMENSIONS, BMPs & POST SPACING

INYO COUNTY
 PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201



File: Cottonwood Kiln Roof

Drafting By: ARH

Approved By: MTE

Date: 1-12-2017

SHEET 2 OF 2



MICHAEL ERRANTE, ACTING DIRECTOR
 INYO COUNTY PUBLIC WORKS

12/7/18
 DATE



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Approval of Parcel Map No. 409

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Parcel Map No. 409

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 409 was conditionally approved at the April 26, 2017 meeting of the Inyo County Planning Commission.

The conditions of approval have been met and this map has been examined by the County Surveyor. Parcel Map No. 409, as shown, is substantially the same as it appeared on the tentative map and any approved alterations, thereof, are technically correct, and follow all provisions of the Subdivision Map Act. All local ordinances have been complied with.

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map, or at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and it is recommended your Board approve Parcel Map No. 409.

ALTERNATIVES:

Your Board may:


1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. Neither option is recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
County Surveyor
County Counsel for review of this Agenda item.

FINANCING:

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) 	Approved: <u>yes</u>	Date <u>12/6/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: _____ N/A _____	Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ N/A _____	Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12/10/18

- Attachments:
1.) Parcel Map No. 409

PARCEL MAP NO. 409

A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15 TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

OWNERSHIP STATEMENT

WE THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY BEING SUBDIVIDED, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. WE ALSO HEREBY RESERVE THE 30' WIDE EASEMENT FOR ROADWAY PURPOSES AS DESIGNATED HEREON.

Larry Lee
LARRY LEE STEWARD

Joseph B. Steward
JOSEPH BLAINE STEWARD

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF INYO } SS.
ON 11-26-18 BEFORE ME, Renelle Keesler, Notary Public
PERSONALLY APPEARED JOSEPH BLAINE STEWARD WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:
Renelle Keesler Renelle Keesler
NOTARY PUBLIC (SIGN AND PRINT NAME)
MY COMMISSION EXPIRES: 06-12-2022
COUNTY OF MY PRINCIPAL PLACE OF BUSINESS: Inyo

STATE OF NEVADA
COUNTY OF WASHOE
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 11-15-2018
BY LARRY LEE STEWARD.



[Signature]
NOTARY PUBLIC

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THRU _____ AT THE REQUEST OF JOSEPH AND LARRY STEWARD.

KAMMI FOOTE
INYO COUNTY RECORDER
BY: _____
DEPUTY INYO COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LARRY STEWARD AND JOSEPH STEWARD ON JULY, 2015. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SUCH MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

John R. Langford
JOHN R. LANGFORD
L.S. NO. 5149

EXP. DATE: 6/30/19
11/09/2018

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CLINT QUILTER
LS NO. 6839
DATE _____

CLERK OF THE BOARD'S STATEMENT

ON THE MOTION OF SUPERVISOR _____, DULY SECONDED AND CARRIED, IT IS ORDERED THAT PARCEL MAP NO. 409, BE AND THE SAME, IS HEREBY APPROVED, THE CLERK OF THE BOARD IS DIRECTED TO ENDORSE ON THE FACE OF SAID MAP, A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE BOARD OF SUPERVISORS. I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS AT A MEETING OF SAID BOARD HELD ON _____, 20____.

CLERK OF THE BOARD OF SUPERVISORS:

DARCI ELLIS
DATE _____

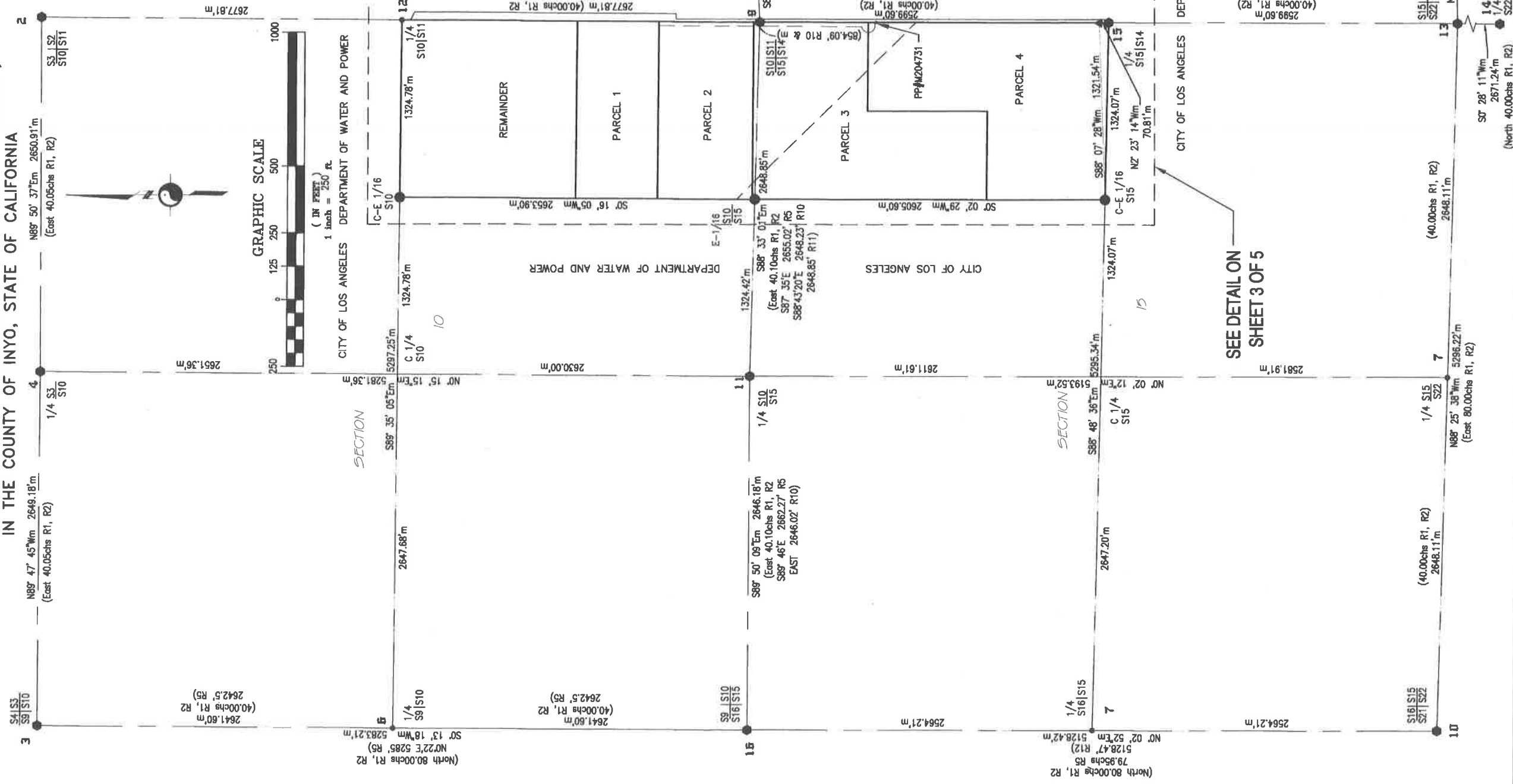
TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS ON FILE IN THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL, LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

ALISHA MCMURTRIE
INYO COUNTY TAX COLLECTOR
BY: _____
DEPUTY INYO COUNTY TAX COLLECTOR

PARCEL MAP NO. 409

A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15 TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

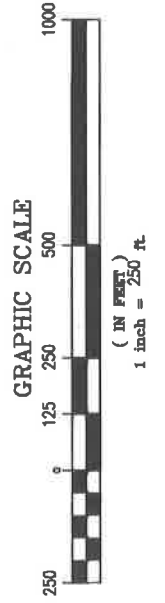
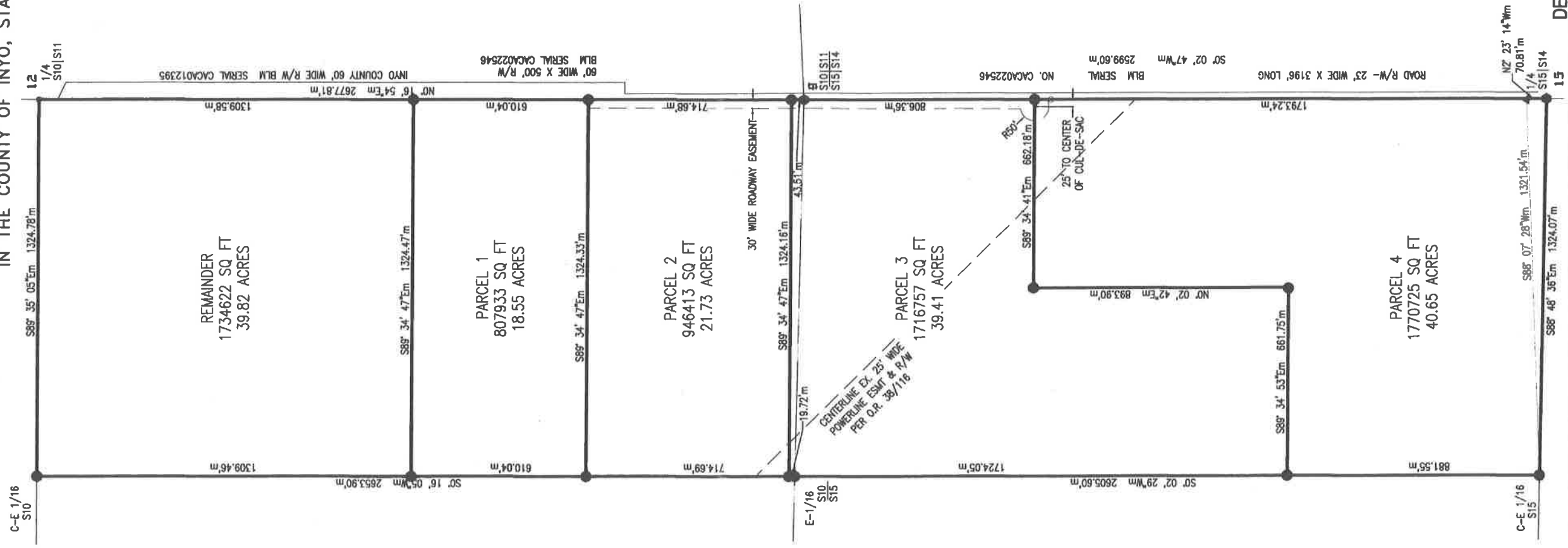


SEE SHEET 3 OF 5 FOR BASIS OF BEARINGS AND SHEET 4 OF 5 FOR HISTORY OF SURVEYS, CORNER DESCRIPTIONS AND LEGEND.

SEE DETAIL ON SHEET 3 OF 5

PARCEL MAP NO. 409

A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15 TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA



BASIS OF BEARINGS: TRUE NORTH, as determined by an NGS Opus solution of the Control Point.

CORS Stations used for Opus Solution:

1. PID DN7458 37°33'47.178"N 118°23'13.086"W
2. PID DM7554 36°58'32.441"N 118°07'06.055W
3. PID DN6639 36°36'21.676"N 117°59'38.870"W

NGS Opus Latitude & Longitude Base values are:
 37°09'38.65617"N
 118°14'06.74092"W

CCS, Zone N (NAD83)(2011)(EPOCH:2010.0000) coordinate Base values in meters are:
 Northing: 7038633.327
 Easting: 2067925.346
 Ortho Height: 1223.010 (Geoid12B NAVD88)

Convergence Angle: +0°27'23" ● Base
 True Azimuth= Grid Azimuth + Convergence Angle

Combined Grid Factor: 0.99979739 ● Base
 Ground Distance=
 Grid Distance/Combined Grid Factor

SEE SHEET 4 OF 5 FOR HISTORY OF SURVEYS, CORNER DESCRIPTIONS AND LEGEND.

DETAIL

PARCEL MAP NO. 409

A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10
AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15
TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN,
IN THE COUNTY OF INYO, STATE OF CALIFORNIA

CORNER DESCRIPTIONS

- 1 Control Point: Set 3/4" ϕ x 24" rebar.
- 2 Found a 2-1/2" ϕ CA Div of Highways Brass Cap in 2" inner diameter iron pipe inscribed
T9N R34E
S3|S2
S10|S11
1977
- 3 Found a 4" x 1" high rock mound. Accepted as a careful and faithful perpetuation of the section corner per R2 and R8.
- 4 Found a 2" inner diameter iron pipe w/ tag inscribed RCE 10467 in concrete in pipe adjacent to a 12" x 6" x 7" stone inscribed WD on N face w/ 5 notches on S face and 3 notches on E face. Accepted as a careful and faithful perpetuation of the original corner per R1, R2, R5 and R9. No ref. found for pipe or tag.
- 5 Found a very old post 2" ϕ x 4.5' long in 3" ϕ rock mound w/ 12" x 8" x 3" stone on N side of mound inscribed WD. Accepted as the 1/4 corner per R2 and R7. Set a 2" ϕ x 24" long aluminum cap inscribed $\frac{3}{10}$
LS 5149
- 6 in center of mound \odot end of old post.
- 7 Found parts of old wood post in an old rock mound 3" ϕ by 1.5' high Accepted as the corner S14/S13/S23/S24 per R2 & R13.
- 8 Found a 1-1/4" inner diameter iron pipe lying on ground w/ tag inscribed INYO COUNTY SURVEYOR wired to pipe at mid span. Pipe located at proportionate distance between NW'ly & SW'ly section corners. Set a 2" ϕ x 24" long aluminum cap inscribed $\frac{9}{10}$
LS5149
- 9 at single proportionate position.
- 10 Nothing found or set. Position determined by single proportionate measurement.
- 11 Found a stone inscribed 1/4 in a rock mound. Accepted as the 1/4 corner per R2, R5 and R11.
- 12 Owner advised that stone mound and 2" pipe per R5 had been removed by road grading. Reestablished corner using distance ties from the 1/4 corner of 2648.85' per R11 (2648.73' per R10) and from PP #M204731 of 854.09' per R10. Set a 2" ϕ x 24" long aluminum cap inscribed $\frac{10.11}{15.114}$
LS5149
- 13 at intersect position.
- 14 Found a 2-1/2" ϕ galvanized cap inscribed
T9S
S16|S15
S21|S22
R34E
- up 0.6' on a 2" ϕ galv iron pipe adjacent to a 3" x 3" x 5" + stone w/ possible 4 notches on N face. Accepted as a careful and faithful perpetuation of the original corner per R1, R2, R11 and R12.
- 15 Found a 2" inner diameter iron pipe w/ tag inscribed RCE 10467 in conc in pipe up 0.2' w/ 18" x 14" x 4" stone inscribed WD $\frac{1}{4}$
- in a 1.5" ϕ rock mound. No ref. found for pipe. Accepted as a careful and faithful perpetuation of the original corner per R2, R5, R10, R11.
- 16 Point falls in roadway. Nothing set.
- 17 Found 3 rock mound. Accepted as a careful and faithful perpetuation of the corner per R1, R2 and R12. Set a 2" ϕ x 24" long aluminum cap inscribed $\frac{15.14}{22.123}$ in center of rocks.
LS5149
- 18 Found old wood post w/ stone on fence line. Accepted as a careful and faithful perpetuation of the 1/4 corner S22/S23 per R1, R2 and R12.
- 19 Nothing found. Position determined by single proportion. Set a 2" ϕ aluminum cap inscribed 15|14 on a 5/8" ϕ x 24" rebar.
LS5149

HISTORY OF SURVEYS

- R1: USSGO survey of Township IX South, Range XXXIV East, Mount Diablo Meridian filed November 12, 1856 in the Surveyor General's Office, San Francisco, CA.
- R2: USSGO survey of Township No. 9 South, Range No. 34 East, Mount Diablo Meridian filed December 12, 1884 in the Surveyor General's Office, San Francisco, CA.
- R3: Map titled "T.9S. R.34E. M.D.M." dated May 13-19, 1908 filed in Book 2 of Record of Surveys at Page 11.
- R4: Map titled "Map Showing Survey" dated June 9, 1917 filed in Book 2 of Record of Surveys at Page 117.
- R5: Record of Survey Map filed on October 2, 1952 in Book 5 of Record of Surveys at Page 18.
- R6: Record of Survey filed on July 24, 1975 in Book 10 of Record of Surveys at Pages 59 & 60.
- R7: Corner Record for the Corner S3/S10 dated April 14, 1977 and filed in the office of the County Surveyor as Document No. 000114.
- R8: Corner Record for the Corner S3/S2/S10/S11 dated April 14, 1977 and filed in the office of the County Surveyor as Document No. 000116.
- R9: Corner Record for the Corner S4/S3/S9/S10 dated April 14, 1977 and filed in the office of the County Surveyor as Document No. 000118.
- R10: LADWP Field Book No. 1278, Pages 27 and 28 dated October 2, 1978.
- R11: LADWP Field Book No. 1280, Pages 14, 15 and 19 dated December, 1979 thru January, 1980.
- R12: Corner Record for the Corner S16/S15/S21/S22 dated 3/27/80 and filed in the office of the County Surveyor on May 13, 1980 as Document No. 000100.
- R13: Corner Record for the Corner S14/S13/S23/S24 dated Feb 2, 1988 and filed in the office of the County Surveyor on Nov. 16, 1988 as Document No. 000126.

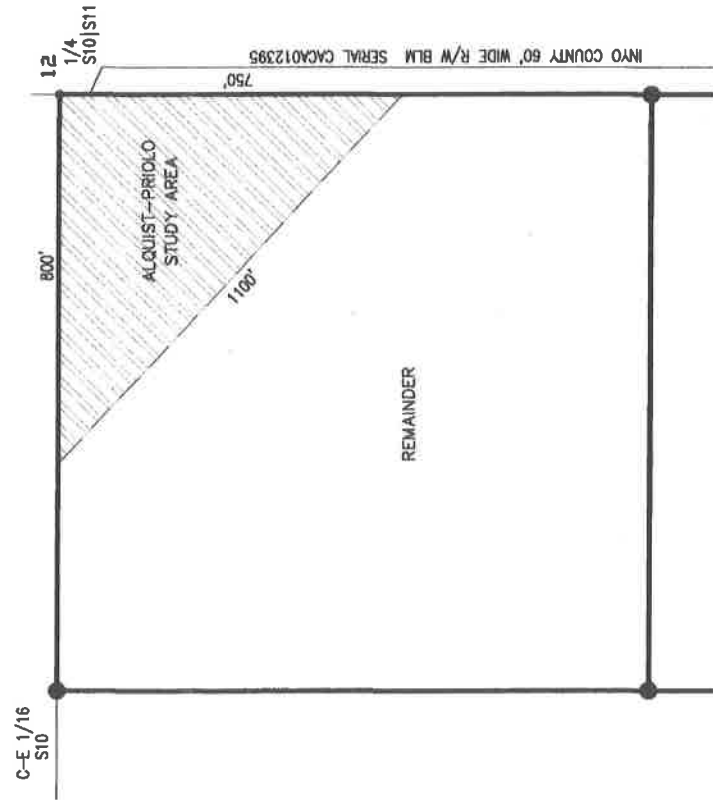
LEGEND

- \blacktriangle Control Point: Set a 2" ϕ aluminum cap inscribed CONTROL LS 5149 on a 5/8" ϕ x 24" rebar. Position of Opus Solution.
- \bullet Section corner as noted in CORNER DESCRIPTIONS hereon.
- \bullet Set a 2" ϕ aluminum cap inscribed LS 5149 on a 5/8" ϕ x 24" rebar.
- \bullet Proportionate point. Nothing found or set except as otherwise noted in the CORNER DESCRIPTIONS hereon.
- \circ Power pole No. M204731 per R11.
- m Based on field measurements.
- (R*) Based on record information per HISTORY OF SURVEYS hereon.

PARCEL MAP NO. 409

A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10
AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15
TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN,
IN THE COUNTY OF INYO, STATE OF CALIFORNIA

SUPPLEMENTAL SHEET



ALQUIST-PRIOLO STUDY AREA DIAGRAM

PRIOR TO ANY DEVELOPMENT OF ANY HABITABLE STRUCTURES WITHIN THE ALQUIST-PRIOLO STUDY AREA AS SHOWN HEREON, AN ALQUIST-PRIOLO GEOLOGIC STUDY IS REQUIRED TO BE PREPARED BY A LICENSED GEOLOGIST AND ANY DEVELOPMENT OF HABITABLE STRUCTURES MUST BE IN COMPLIANCE WITH THE FINDINGS OF THAT GEOLOGIC STUDY.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: *DEC 18* 2019

SUBJECT: Resolution and Notice of Completion for the Lone Pine VFW Parking Lot Project

DEPARTMENTAL RECOMMENDATIONS:

Recommend your Board approve the resolution accepting the improvements for the Lone Pine VFW Parking Lot Project and authorizing the recording of a Notice of Completion for the Lone Pine VFW Parking Lot Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the September 4, 2018 meeting of the Board of Supervisors, your Board awarded the construction contract for the Lone Pine VFW Parking Lot Project to Bowman Asphalt, Inc. of Bakersfield, California in the amount of \$151,274. The final construction contract amount (not including construction engineering/inspection) is \$133,643.42.

The final construction contract amount has been split according to work performed on the Lone Pine Association's property under the Great Basin Unified Air Pollution Control District Environmental Public Benefit Fund Block Grant versus work performed on the County owned right-of-way comprising Gene Autry Lane using Road Department funding. This construction cost breakdown is shown below.

Lone Pine Association (VFW Parking Lot)	Road Department (Gene Autry Lane)
\$96,658.42	\$36,985.00

Bowman Asphalt, Inc. of Bakersfield, California recently completed construction of the Lone Pine VFW Parking Lot Project. The project work consisted of paving the existing dirt parking lot for the VFW, re-paving Gene Autry Lane with 2.5" depth hot mix asphalt, painting parking stall stripes, centerlines, and pavement markings, protecting utilities with concrete collars, and installing accessible parking stalls and wheel stops.


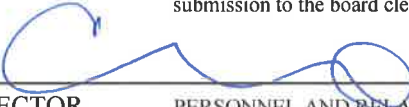
On October 2, 2018 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Acting Public Works Director. Accordingly, the Acting Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Acting Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the contractor.

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which stop notices can be submitted and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The portion of the construction contract cost pertaining to the Lone Pine Association's property will be paid utilizing remaining funds of the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefit (EPB) Fund Block Grant and will be paid through budget unit 610189 with Professional Services object code 5265. The remaining portion of the construction contract cost pertaining to Inyo County's right of way on Gene Autry Lane will be paid using Road Department budget unit 034600 with Construction in Progress object code 5700.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/6/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/10/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12/10/18

RESOLUTION #2018 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ACCEPTING THE WORK OF IMPROVEMENT KNOWN
AS THE LONE PINE VFW PARKING LOT PROJECT
AND AUTHORIZING THE RECORDING OF A NOTICE OF
COMPLETION WITH RESPECT TO SAID WORK**

WHEREAS, Michael Errante, Acting Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine VFW Parking Lot Project has been completed by Bowman Asphalt, Inc. in accordance with the Project Plans and Specifications.

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

1. The work of improvement known as the Lone Pine VFW Parking Lot Project is hereby accepted.
2. The Acting Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to said work.

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Clint Quilter, Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93526**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Lone Pine VFW Parking Lot Project on the property hereinafter described was completed on October 2, 2018 and was accepted by the Board of Supervisors, County of Inyo on _____.

2. The property on which the Lone Pine VFW Parking Lot Project has been completed is located on the roadway portion of Gene Autry Lane and the VFW Parking lot located at 281 Gene Autry Lane in Lone Pine, CA 93545.

3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, implemented this project as a particulate matter mitigation effort and owns and maintains the property located within the Inyo County Right of Way of the aforementioned roadway located in Lone Pine, CA. Additional portions of the project implemented by Inyo County as particulate matter mitigation occurred on property owned and maintained by the Lone Pine Association.

4. The undersigned, Michael Errante, is the Acting Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.

5. The name of the original contractor that constructed the Lone Pine VFW Parking Lot Project, pursuant to contract with the County, is Bowman Asphalt, Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Acting Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Acting Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine VFW Parking Lot Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

20

FROM: Public Works Department

FOR THE BOARD MEETING OF: DEC 18 2019

SUBJECT: Resolution and Notice of Completion for the Bishop Senior Center Improvement Project

DEPARTMENTAL RECOMMENDATIONS:

Recommend your Board approve the resolution accepting the improvements for the Bishop Senior Center Improvement Project and authorizing the recording of a Notice of Completion for the Bishop Senior Center Improvement Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 7th, 2018 meeting of the Board of Supervisors, your Board awarded the construction contract for the Bishop Senior Center Improvement Project to Troy Cauldwell Paint and Stucco of Bishop, California in the amount of \$42,390.00. The final construction contract amount (not including construction engineering/inspection) is \$42,390.00.

Troy Cauldwell Paint and Stucco of Bishop, California recently completed construction of the Bishop Senior Center Improvement Project. The project work consisted of the installation of stucco over the existing T1-11 sheathing on the exterior of the building.

On November 16th, 2018 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Acting Public Works Director. Accordingly, the Acting Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Acting Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the contractor.

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which stop notices can be submitted and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

APPROVALS

COUNTY COUNSEL:

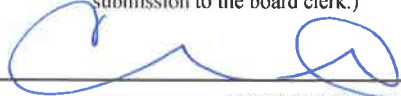
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: yes Date 12/10/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)



Approved: yes Date 12/10/2018

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

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



Date: 12/10/18

RESOLUTION #2018 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ACCEPTING THE WORK OF IMPROVEMENT KNOWN
AS THE BISHOP SENIOR CENTER IMPROVEMENT PROJECT
AND AUTHORIZING THE RECORDING OF A NOTICE OF
COMPLETION WITH RESPECT TO SAID WORK**

WHEREAS, Michael Errante, Acting Director of the Public Works Department of the County of Inyo, has determined that the work of improvement known as the Bishop Senior Center Improvement Project has been completed by Troy Cauldwell Paint and Stucco in accordance with the Project Plans and Specifications.

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

1. The work of improvement known as the Bishop Senior Center Improvement Project is hereby accepted.
2. The Acting Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to said work.

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Clint Quilter, Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93526**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Senior Center Improvement Project on the property hereinafter described was completed on November 16, 2018 and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the Bishop Senior Center Improvement Project has been completed is located at 682 Spruce Street, in Bishop, CA 93514.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located within the Inyo County Right of Way of the aforementioned project site located in Bishop, CA..
4. The undersigned, Michael Errante, is the Acting Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop Senior Center Improvement Project, pursuant to contract with the County, is Troy Cauldwell Paint and Stucco, of Bishop, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Acting Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Acting Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Bishop Senior Center Improvement Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Public Works

FOR THE BOARD MEETING OF: DEC 18 2019

SUBJECT: South Street Parking Lot Paving Project – Bid Rejection

DEPARTMENTAL RECOMMENDATION:

Recommend your Board:

- A. Declare the bids submitted by Bowman Asphalt, Inc. and Clair Concrete, Inc. for the South Street Parking Lot Paving Project as not in the County's best interest;
- B. Reject all bids received;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 20, 2018 bids were opened for the South Street Parking Lot Paving Project. Two bids were received for the Project. Bowman Asphalt, Inc. submitted a bid of \$42,498.00 and Clair Concrete, Inc. submitted a bit of \$44,845.00. The budget for this project is \$25,300 so both bids are more than \$17,000 over budget. There is no additional funding budgeted for improvement of the Health and Human Services/ VFW shared parking lot on South Street in Bishop.

Public Works staff is currently exploring options for changing the scope of work in a way that will bring the work costs down into the range of the approved budget, while still providing for improvement of the existing condition of the parking lot. The scope changes currently being considered involve utilizing the Inyo County Road Department to perform some of the work including the striping and base repair, while seeking quotes for a Double Fiber Seal instead of the original Hot Mix Asphalt overlay. It is estimated that this approach will bring the total cost of the new scope of work into the low \$20,000's range.

ALTERNATIVES:


1. Do not take the Public Works Department's recommendation to reject all bids and instead begin the process of seeking additional funds to encumber into the budget for the South Street Parking Lot Paving Project.

OTHER AGENCY INVOLVEMENT:

The Public Works Department

FINANCING:

This project is funded by the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/5/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12/10/18
(Not to be signed until all approvals are received)

22

MID-YEAR INYO COUNTY FILM COMMISSION REPORT JULY TO DECEMBER 2018



SHOT FROM AMAZON PRIME SERIES "MAN IN THE HIGH CASTLE"

Presented to Inyo County Supervisions
On December 18, 2018
Christopher Langley
Inyo County Film Commissioner
Box 99
Lone Pine, California 93545
lonepinemovies@aol.com
760 937 1189

THE FINAL SIX MONTHS OF 2018 FULL OF FILMING PROJECTS

These last six months continued to be busy with lots of diversity in projects in Inyo County. In this mid-year report I will present a narrative describing 15 of these projects either completed or underway. Of course, with film projects you really don't know if they will end up using Inyo locations, or when exactly they will arrive to work. There are also projects that come to town, get their permits, go out and film and are gone almost like ghosts. Every once-in-awhile a production company is on location and do not get their permits. Luckily, they seldom get away with this thanks to the watchful eye of the BLM rangers and interested residents who mention seeing them to me or Dave Kirk, a BLM employee who spends a lot of time out in the field.

THIES LEMKE FINNISH PROJECT ON WILDROSE

Our locations are known around the world. Yet I am still surprised by the number of international projects both big and small that come to Inyo to work. An example is this Finnish commercial working on Wildrose. An automobile commercial, they used a road that is surprisingly popular and attractive to a certain kind of project. They were here in August, not exactly the most comfortable time in our desert.

JEDI CANYON: "FIND A LOCAL WHO PARTICIPATES" : CBS

This was an odd request. CBS called and they wanted to a morning feature on the people who travel out to near Crowley Point just to see the jets fly into what is called "Jedi Canyon." In "Star Wars: The New Hope" which actually did film in Death Valley and on Owens Lake when Luke Skywalker wants to kill the Death Star, he flies down a canyon like structure on the Star. Here in Inyo people get a treat close-up of jets flying through a canyon. I understand that the pilots gave it the name. With the help of Kathleen New and the Chamber (she had one of his photographs) we found a man (Gene Verbeck) in Kernville who went out there six times, and only once didn't experience the thrilling jets flying by.

CALIFORNIA ENERGY CO. RETURN PROJECT. CLASSIC CAR PARKING LOT

This production company was struggling from day one. They were shooting a commercial (subject unknown) and were very disorganized. They ended up in Ridgecrest but ran out of light and the next morning they came back and talked to the Museum if they could shoot in the parking lot. The Museum said yes, and then they wanted to work in one of the bathrooms. They knocked down a framed poster and

damaged it slightly. What do you know but they were back a few weeks later doing a commercial for California Energy (?) and they were going to have an antique car. They knew the museum parking lot and negotiated the use for a few hours which turned out to be most of the day and most of the parking area. This project went better than the first.

Two Chevy commercials: one for a marketing convention, one for television. George Goodman and Norm Diaz. Casting for a family in Bishop \$700 and possible residuals

Some how I ended up scouting with two friends who are very good movie scouts. The weird part was they were both looking for similar things and talking about a Chevy commercial. I asked if they knew about the other guy while they insisted they were the Chevy scout. When I finally got it sorted out and they did too, we had the answer. They were both right but they were scouting for very different end products. One was scouting for a television commercial and the other for a presentation at a Chevy Marketing convention. We also were able to have them shoot on two different weeks thus avoiding any conflict over sharing locations. It turned out a win/win for everyone. They did a casting call for families in Bishop and the lucky family got \$700 for a days work and the possibility of residuals, money paid each time the footage was shown.

Chris Parker. Travel Channel episode of Legendary Locations



TOM SNYDER

SUSAN BOPP

MANUEL RUIZ

I will share some emails between Chris Parker producer/director of Travel Channel's "Legendary Locations: Cerro Gordo", myself and some local folks involved in the production. It will give some insight into what goes on before and behind the cameras These are only some of the emails sent.,

Chris Parker (cparkermedia@gmail.com) To: you [Details](#)
Hey Chris!

My name is Chris Parker and I'm the producer that will be putting together this shoot up at Cerro Gordo. I am told that you are the man to talk to about all of this so I would love to set up a time to jump on the phone and talk some things out. I just got off the phone with Kelley and anything that she couldn't answer was a response of: 'I'm not sure but Chris would know'
Anyways, I have lots of questions about actors/extras, props, COSTUMES, can we get a mule up there, etc etc etc. I am super excited to have you involved in all this and can't wait to get the ball rolling! This is going to be so great just let me know when you might be free to chat. Either later this afternoon or maybe tomorrow AM.
You are also welcome to call or text me direct to set something up. 650-888-4938

Thanks for your time Chris

--
Chris D Parker

Answer from Jennifer Roeser about mules

Hi Chris,
great to hear from you, thank you for thinking of us!
Unfortunately Lee and I will be out of town that week, but I know that if it's possible Normal Mull can do it. We've worked with Norman for decades on film jobs so if it's possible Norman can do it. I have a bit of a concern about taking a trailer up that road, so don't want to send one of our wranglers. Norman has hauled a trailer up there in the past.
I've left him a message (he lives out in Hammil Valley, so not good cell service), I'll put you both in touch with each other.

As an fyi - mules rent for \$250/day each. Days include film days and prep days (whatever is needed based on the job). The biggest job cost is for the wrangler (days worked and prep day) as well as the rig (truck & trailer).
I'll let Norman quote that since it will be his rig -but given the location it will probably be in the neighborhood of \$500/day for the rig.

Hope that helps, and if the producer wants to go ahead, I'll make sure to get you all in touch,
thanks!
jennifer

----- Original Message -----

From: [Chris Langley](#)
To: mcgee@qnet.com
Sent: Thursday, November 01, 2018 11:38 AM
Subject: Mules to Cerro Gordo for History Channel

Hi Lee and Jennifer,
I am working on a shoot November 12-13 for History Channel (Legendary Locations) up at Cerro Gordo. It involves some recreations of some famous legends. They wondered about the possibility of 1 or 2 mules up there for the shoot. I said I would reach out to you. They are worried about cost and difficulties. The cast and crew is staying up there

Chris Parker (cparkermedia@gmail.com) To: you [Details](#)
Awesome, thanks the other Chris... Truth be told most people call me Parker (my last name) so that might make things easier with us working so close! :)



CHRIS PARKER. TOM SNYDER GABE PEREZ DUSTY

PARKER DIRECTING

I'm def going to be coming up to see you and the place on Sunday, so lets plan on that. I'll probably get on the road fairly early. But I'll text you when I am and give you an ETA so you'll have at least a 3 hour heads up. (Really just depends on my Saturday night) :)

Parker

On Fri, Nov 2, 2018 at 8:17 AM Christopher Langley <lonepinemovies@aol.com> wrote:

Forgot to mention I'll start rounding up actors. Brent says he knows someone who maybe can help with costumes. I have thought of some locals who can I think.

Chris (the other Chris that is)

Sent from my iPhone

Chris D Parker

Christopher Langley (lonepinemovies@aol.com)To:[cparkermedia](#) [Details](#)

Still working on this. You will meet Susan Bopp tomorrow who will go with us up to Cerro Gordo. She suggested a couple of people. When you text me on ETA I will text her. We'll meet at film history museum on Main Street Lone Pine.

We're having gorgeous weather. It might be a little chilly at 8300 feet tho.

Chris

Chris Langley (lonepinemovies@aol.com)To:[cparkermedia](#) [Details](#)

I doubt he has been before camera before. He will be reserved culturally. But he is also a jokester. Im not sure we have anyone with experience here who looks like Vaquez though. Maybe bring someone along?

-----Original Message-----

From: Chris Parker <cparkermedia@gmail.com>

To: Christopher Langley <lonepinemovies@aol.com>

Sent: Mon, Nov 5, 2018 12:39 pm

Subject: Re: Post Scout Ok this all sounds great! Is Don Bopp up to do recreations? I do want to make sure we have a Vasquez that's been on camera before. Don seems a bit reserved no? I'll trust your judgement.

I'll try to get in contact with Sharon Avery today, do you have her contact info?



Chris Langley (lonepinmovies@aol.com) To: [cparkermedia](#) [Details](#)

I am assuming the actors only Tuesday, not staying overnight. Whatever you work out with Manuel, and Bobby Tanner. Manuel can stay up there or my house. I have to go to LA on the 8th and be president of the County School Board and come back the 9th. I am not planning on staying over any night unless needed for some reason.

Kelley, and Brent, and maybe Jon but Kelley will know that. Susan and Don. Not certain about costumer? That's all I can think of right now.

Chris Langley
lonepinmovies@aol.com

-----Original Message-----

From: Chris Parker <cparkermedia@gmail.com>

To: Christopher Langley <lonepinmovies@aol.com>; manuelruiz31 <manuelruiz31@yahoo.com>; Kelley Mooney <kelbmoon@gmail.com>

Sent: Mon, Nov 5, 2018 5:30 pm

Subject: Sleeping at Cerro Gordo

Hi Chris,

I just got off the phone with Kelley and wanted to check in about how many people are planning on staying up at CG the night of the 12th. Just making sure that there will be plenty of room for everyone, that people will be able to stay warm, plenty of blankets, etc.

Chris D Parker

Chris Parker (cparkermedia@gmail.com) To: you + 1 more [Details](#)
Yes, can you check with her about a possible old school black doctors bag? I'm sure it's a long shot but would be great to have. If not, any kind of old suitcase would be great.

C. Parker
650-888-4938

On Nov 8, 2018, at 7:04 PM, Manuel Ruiz <manuelruiz31@yahoo.com> wrote:
Unfortunately my saloon girl and potential Lola have both dropped out. So I'm still looking around. I am meeting with Sharon Avey tomorrow morning to go over costumes. If there's anything specific you'd like me to discuss with her just let me know.

-Manuel

Chris Parker (cparkermedia@gmail.com) To: you + 1 more [Details](#)
Actors will be changing up there
I'll send you the s he'd early tomorrow or later tonight.
She can wear whatever she likes, I don't mind. Doesn't need a wig by any means, it's up to her...
natural look is fine.
Any small accessories like fans or whatnot would be great!
Mixing and matching will be fine. These will be very random and fast recreation shots, they don't need to look movie perfect AT ALL.

C. Parker
650-888-4938

On Nov 9, 2018, at 5:58 PM, Manuel Ruiz <manuelruiz31@yahoo.com> wrote:

Hello, everyone
Had a good meeting with Sharron this morning. I am going to post 1 of 2 folders of pictures with some options here. She did say she would like measurements from the actors so she has an idea of what she's grabbing for people. She will bring some multiple choices in case anything needs to change onset, but she would prefer to only bring what is needed. And she also wanted to know if the cast will be changing below the mountain, or up at Cerro Gordo?
She had a few questions regarding wardrobe;
For her character as the older madam, should she wear a hat? She also has a few choices for wigs, should she wear one to make her have more of a haggard look, or would her natural look be good?
Should girls have things like fans, and little items or is that not necessary?

Choices she has for the saloon girls are;
Petie coats
Bodice
Undergarments
One stripe dress
Cotton Shawl
A plain white skirt
Scarfs
Blouse

She doesn't have too many matching clothing so each of the girls would have to be significantly different.

Chris Parker (cparkermedia@gmail.com) To: you + 1 more [Details](#)
Let me know when you guys are free to hopefully have a call today!
I'm a bit confused about the actor/actress status and who's got what for outfits. Just want to go through some details if possible.
Also, did we find sandbags?

C. Parker
650-888-4938

Chris Parker (cparkermedia@gmail.com) To: you + 1 more [Details](#)
Ok, did you offer money to these people? If so how much to each?

C. Parker
650-888-4938

On Nov 11, 2018, at 2:50 PM, Manuel Ruiz <manuelruiz31@yahoo.com> wrote: Here is my most recent list. Feel free to edit Still waiting on ONE more actress. Have a few leads. Just waiting on the first ok.

Re: Tuesday call for miners

Mon, Nov 12, 2018 2:14 pm

Chris Langley (lonepinemovies@aol.com) To: **tsnyder** + 1 more [Details](#)
Good afternoon GTom
I was up there for several hours today. Brought our county Supervisor Matt Kingsley to meet three of the owners, while the first day of filming was going along.
Everything seemed good and happy.
Manuel says to meet him in the front of the museum at 6:15 tomorrow morning. Yes, I know
ouch! He said the costumer would like you to wear old white shirt and "dress" pants as a start.

That's what miners wore before there were Levi jeans and work clothes. And it was cold today, but some warming is expected. In the mid forties today, but no wind. Bring layers. I'll be up there for awhile to check out everything is good. Manuel Ruiz is picking you up and Chris Parker (call him Parker) will be the director. Not certain when exactly you'll be finished but Manuel will take you back to your car. There is cell service to keep in touch with the family. Thanks for doing this. And have fun.
Chris

Chris Langley
lonopinemovies@aol.com
-----Original Message-----
From: Tom Snyder <tsnyder@icsos.us>
To: Chris Langley <lonopinemovies@aol.com>
Sent: Mon, Nov 12, 2018 7:13 am
Subject: Re: Tuesday call for miners

Hi Chris,

Thanks for the tip on this opportunity. I've been wanting to see Cerro Gordo for quite some time and now I've got this big break in my acting career as a bonus. I think I'd like the idea of riding up with Manuel Ruiz



if that's not too big of a problem. I've never been up the road so if someone else is willing to let me be a passenger I'd be appreciative of that. If it's not too much trouble that is. Just let me know where I should meet him tomorrow morning and I'll be there. Thanks again.

THE RESULT: The production for two days went off well. All the parts came together. I shared 43 emails with Parker Producer/ director from October 31 to November 12.
12 LOCALS AND 4 CREW

Masons commercial or education piece

PHOTOS BY MANUEL RUIZ

Most of you are familiar with the Masons. They filmed here for two days and Manuel Ruis handled most of the arrangement including in set. It was well organized and went off without too much trouble. I am not totally certain about the purpose. Could have been educational or promotional.

Honda Commercial and small feature film

There was a small (25 people) feature film working on Movie Road and a large Honda Commercial 50 plus people were told they had to get permission from the film to use Movie Road at the same time. Granted the road is long but the movie did not agree. Left without a place to film, and without the time to get a permit they ended up at Cerro Gordo because it was private land. They set up a base camp in the same area that "Ironman" used, along 136. Supervisor Kingsley called me Saturday afternoon if I could go out to Keeler because trouble was brewing between the company and a keelerite whose driveway had been blocked. I said sure.

Turned out one of the movie trucks had blocked a person's driveway temporarily, words had been exchanged but by the time I got out there the driveway was clear and everyone was happy. (I had been taught early in my teaching career to take your time getting out to a fight on the playground. By the time you arrived the two combatants would be shaking hands, best friends again. Not certain that technique would work as well in these contentious days.) Two Inyo Sheriffs had also been called so the three of us walked on to the set like Gary Cooper in "High Noon."

Geoffrey Mark Manzanar`

This is a small film working at Manzanar. They are slated to be there between Christmas and New Years at last contact. Geoff said he was waiting for final budget from producer. That has a slight ominous sound. Recently we have not heard from Geoff. Manual Ruiz is handling location work and communications.

Fran Harrison Church of Scientology. Internal ed. Film use of drone on lakes.

I got several calls from Fran because she was unable to get an answer from Inyo Forest or a return call. I gave her some advise and a few telephone numbers. It was going to be two crew and a drone up at a lake. I am not certain how they intended to use it but she stressed internal educational. Technically she might not have needed a permit but got one anyway. Fran was happy.

Man of Fire: Fire-breathing dragons and a good cast

This is a fantasy short film scheduled for mid-February. It is meant as a promotional film to raise money for a full-length film. It will have a CGI dragon living in Reward Mine. They have extended it to include a stuntman set on fire. Heather Schmidt, writer/director and Jessica Jaber, producer were thrilled by what they saw. It turns out that

Reward is now under management of BLM and Dione Perkins said they would probably need a fire crew even though the fire will be contained inside the mine. It does have some familiar talent so the prospects become more likely with a name attached.



SEE PHOTO AT END OF REPORT FOR THE DIRECTOR AND PRODUCER

Carl Flood: The Unspoken Badge. Alzheimers and sheriff

Carl has already filmed a short film telling the story of a sheriff in the 1870s developing Alzheimer's, inspired by the experiences of his grandfather. It is high quality and available on VIMEO. Now he wants to more or less tell the story from the perspective of the sheriff's perceptions. It is one of the most interesting internal narratives, more a short story than a script that I have read but very v





CARL FLOOD AND HIS PRODUCTION CREW "THE UNSPOKEN BADGE"

usual. He is also scheduled for February. He is unique as a young director because he knows our history in film, and is both scholarly and intense. He wants to come back and use our new research library because we have four Budd Boettcher/ Burt Kennedy scripts he has been unable to locate. Kennedy left them to us in his will.

"West of the Sun". 10 days of pre-production

"West of the Sun" director, producer scouted Palmdale and Panamint. They want to work in Panamint perhaps at the resort but when they came home through Lone Pine they fell in love. They want a small town, probably even smaller than Lone Pine. I sent them pictures of a list of things they wanted and were enthusiastic. The director may prefer Eldorado but at last contact they inquired about permits for something they called "filming pre-production" a term I never had heard. The producer explained that it would be ten days with the star while he was available before the rest of filming happened. I was also visited by a scout/location manager who wanted to see Lone Pine but also was interested being hired by this project. The director/star is a noted actor and at present working in Amazon in a successful series. Again they are looking at February

Jeep : October

Among the automobile commercials was Jeep Wrangler in October as one of the best.

Ian Boisvert needs caves: Reward pushed to February

Ian worked here about two years ago and he and I got along well. He has been in Europe but is back and wants to film a short film that requires a cave. I showed him pictures of Reward which he thought would work, but his film has now "pushed" to February. "Pushed" is Film Speak for "been delayed."

Two that got away

Patrick Alferro student horror film may still be out there but they have pushed the film date quite a bit.

Cat Kagan wanted to scout sequel to Sony success. They wanted desert and mountains next to each other. We have that! BUT director prefers New Mexico. But she wanted at least to take a look here.

Finally! the “Man in The High Castle” scenes reached amazon

In October the season three of “Man in the High Castle” reached streaming. As promised, the episode was violent, shocking, and pivotal.

SUMMARY FOR THR LAST SIX MONTHS OF FILMING IN INYO

We have not only been busy but all the permitting has gone smoothly. The different agencies and the county have been great to work with. They have been film-friendly in a high professional manner. The Federal jurisdictions are under a lot of financial and policy pressures but they have been great at getting permits and projects ready to work. It has been a great six months.

HEATHER SCHMIDT AND JESSICA JABER “MAN OF FIRE” FILMING IN FEBRUARY





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Board of Supervisors – Dan Totheroh

FOR THE BOARD MEETING OF: 'DEC 18 2018

SUBJECT: Appointment of First Supervisorial District Planning Commissioner

RECOMMENDATION: Appoint a Planning Commissioner to represent the First Supervisorial District.

SUMMARY DISCUSSION: The First District Planning Commissioner Frank Stewart's term expires December 31, 2018. Staff solicited letters of interest to fill the vacant position. One letter of interest was received (attached). Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from the citizens residing in the District, and the Chair shall appoint the nominees with the approval of the Board.

ALTERNATIVES: The Board could not appoint a Commissioner; this is not recommended as a vacancy currently exists, and it is necessary to fill the position to optimize the Commission's operations. The Board could also reject the applicant and direct staff to resolicit letters of interest; this is not recommended as the applicants appear qualified, and attracting qualified candidates in the past at times has been challenging.

OTHER AGENCY INVOLVEMENT: Planning Commission and Planning Department. Numerous other agencies are affected through the actions of the Commission.

FINANCING: Resources from the general fund are generally utilized to operate the Commission, although some costs are offset through fees.

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

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



Date: _____

Attachments: Letter of Interest and Curricula Vitae



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board
DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY INYO COUNTY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two vacancies on the Inyo County Planning Commission: one four-year term ending December 31, 2022 and representing the Third District, and one four-year term ending December 31, 2022 and representing the First District.

If you live in Districts 1 or 3 and are interested in serving on the Inyo County Planning Commission, please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Monday, October 29, 2018.

Attention Legal Notices:

PLEASE PUBLISH IN THE Saturday, October 6, 2018, issue of the Inyo Register.

From: [Frank Stewart](#)
To: [Darcy Ellis](#)
Subject: Planning commission district 1
Date: Thursday, October 11, 2018 9:32:42 AM

Dear Clerk,

I am interested in serving in the upcoming term as the planning commissioner for district 1. Please include my name for consideration to the Board of Supervisors.

Thank you,

Frank Stewart
120 Ocean View Road
Round Valley Ca 93514

Sent from my iPad



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

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

FROM: Board of Supervisors – Supervisor Pucci

FOR THE BOARD MEETING OF: DEC 18 2018

SUBJECT: Appointment of Third Supervisorial District Planning Commissioner

RECOMMENDATION: Appoint a Planning Commissioner to represent the Third Supervisorial District.

SUMMARY DISCUSSION: The Third District Planning Commissioner Todd Vogel's term expires December 31, 2018. Staff solicited letters of interest to fill the vacant position. One letter of interest was received (attached). Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from the citizens residing in the District, and the Chair shall appoint the nominees with the approval of the Board.

ALTERNATIVES: The Board could not appoint a Commissioner; this is not recommended as a vacancy currently exists, and it is necessary to fill the position to optimize the Commission's operations. The Board could also reject the applicants and direct staff to resolicit letters of interest; this is not recommended as the applicants appear qualified, and attracting qualified candidates in the past at times has been challenging.

OTHER AGENCY INVOLVEMENT: Planning Commission and Planning Department. Numerous other agencies are affected through the actions of the Commission.

FINANCING: Resources from the general fund are generally utilized to operate the Commission, although some costs are offset through fees.

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

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



Date: _____

Attachments: Letters of Interest



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
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DARCY ELLIS
Assistant Clerk of the Board

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If you live in Districts 1 or 3 and are interested in serving on the Inyo County Planning Commission, please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Monday, October 29, 2018.

Attention Legal Notices:

PLEASE PUBLISH IN THE Saturday, October 6, 2018, issue of the Inyo Register.

Inyo County Board of Supervisors
October 22, 2018

I would like to be considered for the appointment for the district 3 seat on the
planning commission.

I appreciate your consideration,

Todd Vogel
2635 Highland Drive
Bishop, CA 93514
760-920-0774
Eastside Sports, inc

RECEIVED
2018 OCT 22 PM 1:27
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Inyo National Forest Plan Update – Memorandum of Understanding extension


RECOMMENDATION: Authorize the County Administrator to sign a maximum 12-month extension to the Memorandum of Understanding (MOU) with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision, assuming no changes or additions will be made.

SUMMARY DISCUSSION: The Inyo National Forest (INF) has been working on updating the INF Plan Revision for several years. Prior to the planning process, the County and Forest Service staff developed an MOU to guide coordination between the entities in developing the Revised Plan. The MOU was dated to expire on December 31, 2016, and was extended to December 31, 2018 at that time. Although the work on the Forest Plan Revision and accompanying Environmental Impact Statement is complete, the MOU's work plan and schedule showed the MOU being in effect until the Record of Decision is published. It is, therefore, desirable to extend the MOU again to continue the County's cooperating agency status with the Forest Service regarding the Plan Update/Revision until its completion. The partnership developed through the MOU has been instrumental in guiding the County's participation in the Plan Update/Revision process, and staff recommends that it be extended to ensure the County's influence on any further changes that may arise from the objection process. Planning staff continues to work with the Forest Service to complete the extension and it is anticipated the MOU will be received without additions or changes prior to December 31, 2018.

ALTERNATIVES: The Board could choose not to extend the MOU. This is not recommended as the MOU specifically defines coordination activities between the County and the Forest Service and the County's cooperating agency status in developing the Revised Forest Plan until the publication of the Record of Decision.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General Fund resources are utilized to monitor planning work in the Forest.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>12/13/18</u>
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

Ryan Sandridge for Cathreen Richards Date: 12/13/18

Attachments:

- Previously extended Memorandum of Understanding

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 13th day of December 2016 an order was duly made and entered as follows:

FOREST
SERVICE – INF
FOREST PLAN
UPDATE MOU
EXTENSION

Moved by Supervisor Tillemans and seconded by Supervisor Tothoroh to authorize the Chairperson to sign an extension of the Memorandum of Understanding with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th

Day of December, 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Planning DATE: January 4, 2017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 18

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 13, 2016

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Authorize the Chair to sign an extension to the Memorandum of Understanding with the U.S. Forest Service regarding the Inyo National Forest Plan Update/Revision.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Between 2012 and 2014, the County and Forest Service staff developed a Memorandum of Understanding (MOU) to guide coordination between the entities in developing the Revised Plan. The MOU expires on December 31, 2016, and it is necessary to extend to continue the County's cooperating agency status with the Forest Service regarding the Plan Update/Revision. The partnership developed through the MOU has been instrumental in guiding the County's participation in the Plan Update/Revision process, and staff recommends that it be extended to best influence development of the Revised Plan.

ALTERNATIVES: The Board may not extend the MOU. This is not recommended as the MOU specifically defines coordination activities between the County and the Forest Service and the County's cooperating agency status in developing the Revised Forest Plan.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

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

A handwritten signature in cursive script, appearing to read "James Hart", is written over a horizontal line.

Date: 12/7/16

Attachment – Modification of Grant or Agreement Form



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 14-MU-11050400-027	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Inyo National Forest, 351 Pacu Lane Suite 200 Bishop, CA 93514	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Leeann Murphy, 351 Pacu Lane, Ste 200, Bishop, CA 93514	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Josh Hart, PO Drawer L, 168 N. Edwards St. Independence, CA 93526	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: December 31, 2018
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 This modification extends expiration from December 31, 2016 to December 31, 2018

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. INYO COUNTY SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED 12-13-16	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): JEFF GRIFFITHS		11.F. NAME (type or print): EDWARD E. ARMENTA	
11.G. TITLE (type or print): Inyo County Board of Supervisors		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: AARON S. STOUT U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 11/18/2016
--	--



USDA Forest Service

OMB 0596-0217
FS-1500-19

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8330 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



United States
Department of
Agriculture

Forest
Service

Central California Acquisition
Service Area

Inyo National Forest
Lake Tahoe Basin MU
Eldorado National Forest
Tahoe National Forest
Stanislaus National Forest
Plumas National Forest

File Code: 1580

Date: June 23, 2014

Josh Hart
Planning Director
County of Inyo
PO Drawer L
168 N. Edwards St.
Independence, CA 93526

Dear Mr. Hart:

Enclosed is the executed copy of Memorandum of Understanding No. 14-MU-11050400-027 between the County of Inyo and the Inyo National Forest.

If you have any questions regarding this Memorandum of Understanding, please feel free to contact the Program Manager, Leeann Murphy at 760-873-2450, or I can be reached at 530-478-6825.

Sincerely,

AARON S. STOUT
Grants Management Specialist

cc: Leeann B Murphy



FS Agreement No. 14-MU-11050400-027

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
COUNTY OF INYO
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Inyo, California, hereinafter referred to as "County," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The Forest Service is revising the Land and Resource Management Plans (Forest Plans) for the Sequoia, Sierra and Inyo National Forests in accordance with the 2012 National Forest System Land Management Planning Rule (36 CFR 219; 2012 Rule). The County has requested, and the Forest Service has agreed to grant, cooperating agency status with respect to the development of the Revised Forest Plan for the Inyo National Forest (Revised Plan) pursuant to 40 CFR 1501.6.

Title: Revision of the Inyo National Forest Land and Resource Management Plan

PURPOSE: The purpose of this MOU is to define the relationship and duties of the Forest Service and the County, as a Cooperating Agency, in accordance with the following provisions.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

In harmony with the goals of the National Environmental Policy Act (NEPA), participation by cooperating agencies promotes efficiency, cooperation, and disclosure to the public of all relevant information (Statement Clarifying Cooperating and Joint Lead Agency Provisions, US Forest Service, Bureau of Land Management, and National Park Service, 9/2/1998). By cooperating in the development of the Revised Plan, the Forest Service and County can better integrate decision making within their respective jurisdictions.

To revise the Forest Plans, the Forest Service must prepare an Environmental Impact Statement (EIS) that complies with the National Environmental Policy Act (NEPA) and other applicable statutes and regulations such the Endangered Species Act, National Historic Preservation Act, etc.

In September 2013, Regional Forester Randy Moore decided to prepare one EIS for the revision of the Forest Plans for the Inyo, Sierra, and Sequoia National Forests. The preparation of the EIS will be led by the Regional Office, under the direction of the



Regional Planning Team Leader. A team of interdisciplinary resource specialists, known as the Regional Planning Team (RPT), will be assigned to prepare the EIS and Revised Plans for the Inyo, Sierra, and Sequoia National Forests.

The Forest Supervisor of the Inyo National Forest is the responsible official for development and approval of the Revised Plan, and has full authority to manage the preparation of the Revised Plan in accordance with the 2012 Rule and other applicable laws and regulations. Under the provisions of the 2012 Planning Rule (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR Parts 1500-1508), the responsible official shall:

- "Where appropriate, encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan." 36 CFR 219.4(a)(1)(iv)
- "...[C]oordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments." (36 CFR 219.4(b)).
- "...[R]eview the planning and land use policies of federally recognized Indian Tribes (43 U.S.C. 1712(b)), Alaska Native Corporations, other Federal agencies, and State and local governments, where relevant to the plan area. The results of this review shall be displayed in the environmental impact statement (EIS) for the plan (40 CFR 1502.16(c), 1506.2). The review shall include consideration of:
 - The objectives of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments, as expressed in their plans and policies;
 - The compatibility and interrelated impacts of these plans and policies;
 - Opportunities for the plan to address the impacts identified or contribute to joint objectives; and
 - Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives." (36 CFR 219.4(b)(2))

In consideration of the above premises, the parties agree as follows:

II. THE COUNTY SHALL:

- A. Serve as a cooperating agency with special expertise (Appendix 1) relevant to the preparation of the EIS for the Revised Plan for the Inyo National Forest, with the rights and duties of a cooperating agency as set forth in this MOU and the CEQ regulations at 40 CFR 1501.6.
- B. Within timeframes established by the Forest Service, provide input on the development of the EIS for the Revised Plan specific to the County's areas of special expertise. This may include, but is not limited to, the following:



- i. Assessment of resource conditions and trends. (36 CFR 219.5, 219.6)
 - ii. Identification of the preliminary need to change the plan based on the assessment. (36 CFR 219.5(a)(2))
 - iii. Best available scientific information as related to the County's areas of special expertise. (36 CFR 219.3)
 - iv. Development of required and optional plan components (36 CFR 219.7(e)(1) and (2))
 - v. Responsible official's review of the County's planning and land use policies. (36 CFR 219.4(b)(2))
- B. Complete review and analysis of preliminary Draft EIS and Revised Plan documents, or portions thereof, relevant to the County's areas of special expertise. The length of the County's review period(s) will vary based on Forest Service timing constraints and when possible, a minimum of two weeks will be provided. The County may request additional review time. If Forest Service timelines do not accommodate a longer review period, the County will attempt to respond within the Forest Service timeframe.
- C. The County will complete a review of its planning and land use policies that it considers relevant to the Revised Plan (Section V, paragraph E). In this review, the County will consider the compatibility and interrelated impacts of the County's plans and policies with the relevant planning and land use policies of the Forest Service, and identify opportunities for the Revised Plan to address identified impacts, contribute to joint objectives, or resolve or reduce conflicts.
- D. Reserve the right to participate in the public involvement process for the Draft EIS and Revised Plan and to submit comments on all aspects of the Draft EIS and Revised Plan during the public comment periods to the same extent as any member of the public. The County's participation as cooperating agency is not an endorsement of the Revised Plan.

III. THE U.S. FOREST SERVICE SHALL:

In the development of the Environmental Impact Statement (EIS) for the Revised Plans, the Forest Service shall:

- A. Provide the opportunity for the County to provide input on the development of the EIS specific to the County's areas of special expertise as noted in Section III, B, above.
- B. Provide the opportunity for the County to review and provide analysis for preliminary Draft EIS and Revised Plan documents, or portions thereof, relevant to the County's areas of special expertise as noted in Section III, C.
- C. "Use the County's environmental analyses and proposals, to the maximum extent possible consistent with the Forest Service's responsibility as lead agency in the development and approval of the EIS for the Revised Plan, as provided in 40 CFR 1501.6(a)(2)."



- D. "Meet with the County at the latter's request, as provided in 40 CFR 1501.6(a)(3)."
- E. The Forest Service principal contact listed in Section V, paragraph L shall serve as the primary liaison between the County and the RPT. The Forest Service principal contact shall:
- a. Promptly inform the County of schedule changes that may affect the time afforded the County to perform its responsibilities as cooperating agency. The Forest Service will consider requests from the County for additional time to perform its cooperating agency responsibilities.
 - b. Coordinate with the Regional Planning Team Leader to provide the County the opportunity to provide input on the development of the EIS for the Revised Plan specific to the County's areas of special expertise as specified in Section III, B and C and Section IV, A and B.
 - c. Ensure information provided by the County under the terms of this agreement is promptly delivered to the Regional Planning Team Leader for consideration in the development of the EIS for the Revised Plan.
 - d. Coordinate with the principal County contact identified in Section V, paragraph L and the Regional Planning Team Leader to schedule meetings between County staff and the RPT. The purpose of the meetings is to share information, provide a forum for RPT and County staff to discuss resource issues or topics, and to involve the County in the development of the EIS as related to its areas of special expertise. The RPT / County meeting schedule will vary according to the project timeline or resource topic or issue, but is generally expected to coincide with milestones identified in the schedule in Appendix 2.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Forest Service and the County will work together in good faith and shall attempt to resolve any disagreements under this MOU by negotiation.
- B. The Forest Service and the County shall endeavor to work together to produce the work per the schedule identified in Appendix 2.
- C. For the purposes of this MOU, the County's areas of special expertise are described in Appendix 1. In the event of changed circumstances or new information, it may be desirable to revise the County's areas of special expertise without amending this MOU. The following protocol shall be utilized to revise the County's areas of expertise:
 - a. The principal contact person (Section V, paragraph L) of the party that becomes aware of the need to revise the County's areas of special expertise shall notify the other party's principal contact person in writing as soon as possible. The notification shall include the specific areas of special expertise to be revised and the justification.



- b. Within two weeks of notification, the other party's principal contact person shall notify the first party's principal contact person in writing whether or not it is agreeable to revise the County's areas of special expertise.
 - c. If the parties agree to revise the County's areas of special expertise, such revision shall be documented in a memorandum within two weeks of the notification of agreement describing the specific revision of the areas of special expertise and signed and dated by both parties' principal contact persons. The memorandum shall be prepared by the County in consultation with the Forest Service. The memorandum shall be kept with and appended to this agreement.
 - d. If the parties are not agreeable to revising the County's areas of special expertise, the parties shall meet within two weeks of the notification of the failure to agree to work in good faith to resolve any points of disagreement. If the parties are able to agree through this subsection to revise the County's areas of expertise, then the process described above shall be utilized to document the revision.
- D. The Forest Service will determine the scope, scale, methods, forums, and timing for public participation in all aspects of the Plan Revision process; developing a plan proposal, including the monitoring program; commenting on the proposal and the disclosure of its environmental impacts in accompanying NEPA documents; and reviewing the results of monitoring information. The County may provide recommendations on the scope, scale, timing, methods, and forums for public involvement. In cooperation with the Forest Service, the County may offer opportunities to co-sponsor public meetings and other public participation forums. The County may circulate public documents to solicit feedback from County commissions including the Natural Resource Advisory Committee, Water Commission, Agricultural Resource Advisory Board, etc., within timeframes established by the Forest Service.
- E. The Forest Service responsible official shall review the planning and land use policies of the County and present the results of the review in the EIS for the Revised Plan. That review will include consideration of (1) the County's objectives as expressed in its plans and policies; (2) the compatibility and interrelated impacts of the County's plans and policies with the relevant planning and land use policies of other government agencies; (3) opportunities for the Revised Plan to address the impacts identified or contribute to joint objectives; and (4) opportunities to resolve or reduce conflicts, within the context of developing the Revised Plan's desired conditions or objectives. 36 CFR 219.4(b)(2).

To assist the Forest Service in conducting this review, the County will provide analysis and information related to those aspects of its planning and land use policies that it considers relevant to the Revised Plan (Section III, paragraph D). The Forest Service will consider the County's analysis and information in the development of the EIS. If the Forest Service disagrees with the County's analysis, the Forest Service will meet and confer with the County. If the Forest



Service still disagrees with the County's analysis after meeting and conferring, the Forest Service shall notify the County in writing of its own review of the County's planning and land use policies conducted pursuant to 36 CFR 219.4(b)(2).

- F. The Forest Service is not obligated by this MOU to provide a written response to the County's input on the development of the EIS and Revised Plan; however, the Forest Service and County principal contacts will make reasonable efforts to jointly review and discuss the County's suggested changes, analysis, recommendations and data before the Final EIS and draft plan decision document for the Revised Plan are released to the public by the Forest Service.
- G. The Forest Service will work cooperatively with the County to ensure full access to non-privileged Forest Service expertise and factual data, information, and analysis related to the special expertise of the County so that the County may carry forth its responsibilities as cooperating agency. The County will provide the Forest Service full access to non-privileged factual data, information, and analysis related to its areas of special expertise and relevant to the assessment, revised plan, and plan monitoring program.
- H. Information will be freely shared with either party except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. This exchange will allow for useful comments related to the information to be exchanged amongst the parties. Any information that is exchanged may be subject to disclosure under the California Public Records Act and the Freedom of Information Act.
 - a. The principal contact person for each party (Section V, paragraph L) shall act as a liaison for the information exchange. This person will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the Revised Plan, unless otherwise agreed to by the parties. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the development of the Revised Plan.
 - b. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either entity shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.
- I. The County and the Forest Service will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of this MOU prior to a determination by the applicable party of the releasability of the documents under the Freedom of Information Act, 5 U.S.C. §552, or the California Public Records Act, California Government Code §6250 et seq. Neither party will disclose documents exchanged or developed as a part of this MOU without providing notice



to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this paragraph upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

- J. By this MOU, the Forest Service does not relinquish its primary responsibility for NEPA (National Environmental Policy Act) and NFMA (National Forest Management Act) compliance. The Forest Service will retain responsibility for the development and content of the Revised Plan.
- K. The County reserves its rights to pursue any remedies whatsoever to challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum. The Forest Service likewise reserves its rights to raise all applicable affirmative defenses should any challenge to the adequacy of the Revised Plan be raised.
- L. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Josh Hart, Planning Director PO Drawer L, 168 N. Edwards St. Independence, CA 93526 Telephone: 760-878-0268 FAX: 760-878-0382 Email: jhart@inyocounty.us	See Program Contact

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Leeann Murphy Forest Planner, Inyo National Forest Address: 351 Pacu Ln, Suite 200 Bishop, CA 93514 Telephone: 760-873-2450 FAX: 760-873-2458 Email: lbmurphy@fs.fed.us	Aaron Stout 631 Coyote St. Nevada City, CA 95959 Telephone: 530-478-6825 FAX: 530-478-6161 Email: asstout@fs.fed.us

- M. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the County, at the County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- N. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- O. ENDORSEMENT. Any of the County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities, and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities.
- P. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.


- Q. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.



- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration agreement by providing a 60-day notice of termination to the other party.
- U. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



RICK PUCCI, Chairperson
Inyo County Board of Supervisors
6-10-14
Date



EDWARD E. AREMENTA, Forest Supervisor
U.S. Forest Service, Inyo National Forest
5/5/14
Date

The authority and format of this agreement have been reviewed and approved for signature.



AARON S. STOUT
U.S. Forest Service Grants Management Specialist
4/29/14
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPENDIX 1

The 2001 Inyo County General Plan, Government Element (updated 2/16/2010), defines collaboration and coordination with public agencies as:

- **Collaborative Planning Process** – A system where all parties involved come together to gain a better understanding of the environment in which they make and implement plans, to gain a full understanding of each other's concerns, and to work together as equals to solve issue of common concern.
- **Coordination** – A planning process by which the County and another public agency seek to harmonize the proposed public agency's action with County land use plans, especially the County's General Plan, with the goal of identifying conflicts between the County's and the public agency's land use plans and developing alternatives that are consistent with plans of both the County and the other public agency. The County has sole jurisdiction to interpret consistency and/or inconsistency between the other public agency's plans and the County's General Plan or other County plans. Representatives of the County and the other public agency meet to obtain and exchange information and to obtain consistency between the land use plans of the County and the other public agency to the extent practical.

Inyo County's Area of Special Expertise for Memorandum of Understanding between the Count of Inyo and the USDA, Forest Service

Constitutional Powers – The California Constitution divides the State into counties which are legal subdivisions of the State. The Legislature provides for county powers, an elected county sheriff, an elected district attorney, an elected assessor, and an elected governing body in each county. A county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

Inyo County Code – Pursuant to California Government Code 50022.1 et seq., the County has adopted the Inyo County Code, which enforces a variety of regulations throughout the County, including regarding the following topics: County departments (such as Sheriff, Emergency Services, Animal Control, Law Enforcement, Probation, Public Works, Planning, Agricultural Commissioner, Surveyor, and Industrial Development Authority); outdoor festivals, peddlers, junk dealers, bingo, and dancing; weights and measures; public works, roads and bridges; groundwater extraction; solid waste collection and disposal, disposal sites, and dumping areas; pollution of highways and water; mosquito abatement; environmental health; refuse and weed abatement; surface mining and reclamation; animals; public peace, morals, and safety; vehicles and traffic; roads, parks, and underground utilities; building and safety; flooding; environmental review; subdivisions; zoning, including open space as well as regulation of wireless telecommunications facilities and water transfers; geothermal resource development, and; renewable energy development.

Planning and Land Use – Pursuant to the Planning and Zoning law of the State of California (Government Code Section 65000 et seq.), the County is responsible for preparing, reviewing, revising, adopting, and implementing a General Plan addressing its physical development, including land outside its boundaries that bear relation to its planning, consisting of the following seven required elements (and optional elements at its discretion): land use, circulation, housing, conservation, safety, open space, and noise. Inyo County’s General Plan includes the following chapters: Government; Land Use; Public Services and Utilities; Economic Development; Housing; Roads and Highways; Scenic Highways; Public Transportation; Bicycles and Trails; Railroads; Aviation; Canals, Pipelines, and Transmission Cables; Other Circulation Topics; Soils; Agricultural Resources; Mineral and Energy Resources; Water Resources; Biological Resources; Cultural Resources; Visual Resources; Recreation; Air Quality; Flood Hazards; Avalanche Hazard; Wildfire Hazard; Geologic and Seismic Hazards, and; Noise.

According to State law, the General Plan is to include the following topics: land uses for housing, business, industry, open space (including agriculture), natural resources, recreation, enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal, and other categories of public and private uses of the land; regional housing need; circulation facilities for thoroughfares, transportation routes, terminals, airports and ports, and other local public utilities and facilities; conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils and rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources; protection of watersheds, prevention and control of the pollution of streams and other waters, and regulation of use of land in stream channels; protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, seiche, and dam failure; slope instability leading to mudslides and landslides, subsidence, liquefaction, and other geologic hazards; flooding and wildland fires; and open space for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, support of military missions, protection of historic and cultural resources.

In addition to the required seven General Plan elements, the Inyo County General Plan includes two optional elements: Government and Economic Development. The Government Element addresses governance issues, such as coordination, multiple uses, collaborative planning, expansion of private lands within the County, federal and State land dispositions, economic development, water management, agricultural resources, recreation, wildlife and fisheries, mineral resources, energy resources, and access and transportation. The Economic Development Element addresses issues such as promoting tourism, expanding visitor capacity on public lands, destination spending, and encouraging resource-based land uses.

Public Services – The County provides numerous public services, including but not limited to law enforcement, search and rescue, avalanche control, public health, environmental health, social services, building and safety (including erosion, pollution control, and flood plain management), public works, planning, sanitation, solid waste disposal, oversight of water transfers, vector and weed control, curation, recreation, economic development, and marketing. In addition, the County undertakes a variety of regulatory responsibilities in the City of Bishop and special districts, including but not limited to law enforcement, emergency services, fire,

water, wastewater, sanitation, resource conservation, health care, judicial, and other community services.

Infrastructure – The County provides for and regulates a variety of local infrastructure, including streets and roads, lighting, park and recreational facilities, airports, solid waste disposal facilities, flood control, and water and wastewater treatment and distribution systems.

Transportation/Circulation – In addition to the County’s planning and infrastructure responsibilities regarding transportation and circulation, the County staffs the Inyo County Local Transportation Commission (ICLTC), the State mandated Regional Transportation Planning Agency (RTPA) for Inyo County. The ICLTC prepares an annual Overall Work Program and a Regional Transportation Plan every four years, as well as programming projects into transportation improvement programs. The ICLTC also funds and prioritizes grant funding endorsements from a variety of programs for transportation planning, pedestrian and bicycle facilities, transit, mass transportation, and street and road projects.

Water – The Inyo County Water Department (ICWD) has extensive expertise in water issues, including related water quality and biological issues. Through the ICWD, the County monitors the vegetation, soil water, and hydrology of the Owens Valley following ground-water exportation by the City of Los Angeles, and implements extensive policy on extraction and use of water, and implements agreements with the City of Los Angeles and related environmental documents, ordinances, resolutions, and other instruments. Inyo County and the Los Angeles Department of Water and Power use this information to jointly manage the Owens Valley's water resources under the Inyo/Los Angeles Water Agreement. In addition, ICWD conducts research and carries out salt cedar control and arid lands revegetation programs, and participates in other water planning throughout the County.

Constituency Representation – as the County represents all of the people who live in the area influenced by the Forest, it provides unique access to the various interests that utilize forest resources and may be directly impacted by activities in the Forest, including miners, ranchers, packers, recreational merchants, scientists, etc. The Board of Supervisors and County boards and commissions include experts in these and other fields, and the County can expeditiously form working groups with specific local expertise in Forest issues.

APPENDIX 2
Conceptual Work Plan and Schedule for Memorandum of Understanding between the County of Inyo and the USDA, Forest Service

The Forest Service and County shall work to meet the deadlines in this conceptual schedule as they may be applicable throughout the development of the EIS for the Revised Plan and as described in Sections III, IV, and V of the *Memorandum of Understanding between the County of Inyo and the USDA, Forest Service (MOU)*.

Coordination of the sub-tasks identified in the conceptual schedule will be primarily accomplished through regularly scheduled standing meetings between the principal contacts identified in the MOU and other Forest Service and County staff involved in the revision process. Standing meetings are scheduled for every Friday; the timing and frequency of the meetings may be adjusted as needed throughout the process. The Forest Service principal contact listed in the MOU shall serve as the primary liaison between the County and the Regional Planning Team and shall coordinate with the principal County contact and the Regional Planning Team Leader to schedule meetings between County staff and the Regional Planning Team (RPT) at the request of either party.

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
Draft Plan/DEIS			April 2014 - February 2015
	Schedule meetings/workshops between RPT and County	Participate in RPT mtgs./workshops	Variable, as needed
	Board Of Supervisors (BOS) briefings	BOS briefings	FS to brief BOS as needed
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
Sub-milestone – Identify Draft Plan and DEIS sections to be cooperatively developed	Meet w/ County staff to identify sections of draft plan and draft EIS to be prepared in cooperation with County and/or specific information needs (e.g., review of County planning and land use policies)	Meet w/ FS staff to identify sections	May, 2014

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
Sub-milestone – Development of Draft Plan (pre-public release)	Share and / or discuss draft documents and analysis concepts with County.	Provide feedback iteratively. To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	January, 2015
		Provide staff comments re: plan sections	Forest deadline assigned
	Provide draft plan and EIS sections for review		Forest deadline assigned
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	Forest deadline assigned
	Provide comments regarding draft Agenda Request to County staff		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	Forest deadline assigned
Sub-milestone – Development of DEIS (pre-public release)	Share and / or discuss draft documents, DEIS sections, and analysis concepts with County.	Provide feedback on draft documents and concepts iteratively.	September, 2014
		Provide staff comments re: DEIS sections	Forest deadline assigned

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	W/i 2 weeks of receipt
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
Sub-milestone – Final Review of Draft Plan and DEIS Prior to Public Release	Provide Draft Plan and DEIS		January, 2014
		Provide staff comments re: Final Screen Draft Plan and DEIS	Forest deadline assigned
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt of Agenda Request
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
	Publish Draft Plan/DEIS		April, 2015

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
DEIS Public Review Period/Meetings	Coordinate with County regarding public notification of public meetings	Provide assistance for public outreach	As needed
		Board, Commissions, Committees Updates	As soon as possible once Draft Plan/DEIS are available for public review
	Public Mtgs.		May, 2015
		Provide summary of comments from Board, Commissions, and Committees to FS	Two weeks after close of comment period
	Provide overview of comments to County		Depends on the number of comments received, but goal is to discuss and/or review comments within eight weeks after final public input received
		BOS briefing	2 weeks after FS provides, or as soon thereafter as Board meets
		Provide final feedback to FS	Two weeks after BOS meeting
Development of FEIS/Proposed Plan	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	BOS briefings	BOS briefings	Once per month for County staff; FS to brief BOS as needed
	Provide draft versions of Responses to Comments/FEIS		As soon as available
		Provide staff comments re: first screen responses to comments/FEIS	W/i 2 weeks of receipt

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
	Consider County staff's comments on responses to public comments. Incorporate as appropriate.		
		To protect deliberative process, submit draft BOS Agenda Request to FS for review and approval before sharing draft documents with BOS.	
	Provide comments regarding draft Agenda Request to County		W/i 2 weeks of receipt
		BOS meeting	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
	Submit FEIS for publishing		March, 2016
Notice of Objection	Issue Notice of Objection, FEIS, Draft Record of Decision, and plan		March, 2016
	Coordinate with County regarding public notification of meetings	Provide assistance for public outreach	As needed
	Public Meetings		None scheduled at this time
	Provide copies of objections to County		W/i 2 weeks of end of Objection Filing Period
		Provide draft BOS Agenda Request to FS	W/i 2 weeks of receipt
	Provide comments re: Draft Agenda Request to County		W/i 2 weeks of receipt

Milestone	Subtask – Forest Service (FS)	Subtask – Inyo County (County)	Approximate Schedule
		BOS Mtg.	2 weeks after FS provides comments re: draft Agenda Request, or as soon thereafter as Board meets
		Provide BOS comments to FS	W/i 2 weeks of BOS meeting
Objection Process	Coordinate Objector Meetings (requested by Reviewing Officer or Objector)	Participate in Objector Meetings as provided by 36 CFR 219.57	As needed
Record of Decision	Publish ROD / Notice of Plan Approval		September, 2016
	Present ROD to BOS		September, 2016
	Public Meetings		None scheduled at this time



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: December 18, 2018

SUBJECT: Software Maintenance renewal for the Board Agenda Streaming and Agenda Automation Service

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the renewal of a Software Maintenance Agreement between CivicPlus, Inc and the County of Inyo for the County's Board streaming and agenda automation system for the period December 1, 2018 through November 30, 2019 in an amount not to exceed \$10,685.

SUMMARY DISCUSSION:

To provide an alternative to driving to Independence, a project with the goal to leverage technology to broadcast Board meetings in real-time over the Internet (webcast) as well as record and archive the Board proceedings for later viewing via the Internet was established.

In March 2015, the County of Inyo was awarded a grant from the Great Basin Air Pollution Control District to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend Board meetings. BoardSync, Inc. was selected as the webcast host based on a thorough evaluation of various vendors. CivicPlus acquired BoardSync in the fall of 2017 and rebranded the service as CivicClerk in 2017.


The maintenance agreement is based on an automatic, annual renewal.

ALTERNATIVES: Your Board could choose not to approve the maintenance agreement renewal, in which case the ability of the County to broadcast Board meetings over the internet would be halted and County would be prevented from using its automated agenda system until another solution could be implemented.

OTHER AGENCY INVOLVEMENT: All County Departments and the Public could be affected.

FINANCING: The cost of the support service renewal for the period from 12/01/2018- 11/30/2019 is in the approved Information Services FY 2018-19 budget [011801-5177] (Maint. of Computer Systems).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/11/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date:

12/11/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Personnel

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Ordinance to Amend Section 2.88.040 of the Inyo County Code

DEPARTMENTAL RECOMMENDATION:

Request Board enact an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors."

SUMMARY DISCUSSION:

On December 11, 2018, your Board took action to waive the first reading of the proposed ordinance and set enactment for today's meeting.

The ordinance is a follow-up to the December 12, 2017 meeting, when your Board undertook a review of elected officials' base salaries per the adopted Elected Officials Salary Adjustment Policy (Attachment A), and approved increases to the salaries of the offices of Clerk-Recorder (from \$8,285 to \$8,300), Public Administrator-Public Guardian (from \$5,594 to \$6,350), and Treasurer-Tax Collector (from \$8,285 to \$8,556). Your Board also directed that an ordinance be prepared to reflect the change in Inyo County Code. The decision was based on a review of a survey of elected officials' salaries from 15 like counties, and how Inyo County officials' salaries compared to the 15-county averages for those same offices. Clerk-Recorder, Public Administrator-Public Guardian, and Treasurer-Tax Collector were the only three elected offices found to be below the 15-county average, and your Board directed that the salaries for those offices be raised to mirror the 15-county average.




In the months since that meeting, Inyo County elected officials received a 2% Cost of Living Adjustment effective July 12, 2018, pursuant to Inyo County Code section 2.88.040(B). That Code section provides that the salaries of elected officials other than the sheriff "shall be increased at the same time and in the same percentage amount as provided to appointed county officials as a group" and that "the sheriff will receive salary increases at the same rate and percentage as provided to the law enforcement administrators." As a result, the Clerk-Recorder's current salary (\$8,451) is now higher than the 15-county average cited in the study presented more than a year ago (\$8,300). Adjusting the Clerk-Recorder's salary now to mirror the 15-county average from the 2017 survey would represent a reduction in pay, rather than the increase intended, and as such that office is not included in the ordinance now being considered for enactment.

ALTERNATIVES: Your Board could decide to not proceed with the ordinance, or make adjustments to the ordinance.

OTHER AGENCY INVOLVEMENT: County Counsel, Personnel

FINANCING: The increases have been budgeted into the Fiscal Year 2018-2019 departmental budgets for the Treasurer-Tax Collector and Public Administrator-Public Guardian

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/10/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>12/13/18</u> Date <u>yes</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/13/18</u>

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



Date: 12/13/18

ADMINISTRATIVE MANUAL

ELECTED OFFICIALS SALARY ADJUSTMENT POLICY

I. PURPOSE

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

II. ESTABLISHMENT & REVIEW OF BASE SALARY

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

ATTACHMENT A

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.

ORDINANCE 1237

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors do ordain as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040 Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Chapter 2.88, section 2.88.040 A. of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 13, 2018 through January 9, 2019	January 10, 2019 and on
Assessor	\$9,295.00	\$9,295.00
Auditor/ Controller	\$9,295.00	\$9,295.00
Clerk/Recorder	\$8,451.00	\$8,451.00
Coroner	\$2,123.00	\$2,123.00
District Attorney	\$12,269.00	\$12,269.00
Public Administrator	\$5,706.00	\$6,450.00
Sheriff	\$12,451.00	\$12,451.00
Tax Collector/Treasurer	\$8,451.00	\$8,556.00

SECTION IV: 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 V: 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 18th day of December, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint G. Quilter
 Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 28

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: December 18, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 12-7-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 29

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

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING: December 18, 2018
SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 12-7-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

 Date: 12-7-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: December 18, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 12-7-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING OF: December 18, 2018
SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 12-7-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

33

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Adopt Ordinance No.1238; Implementation of a 13 ton weight limit on Old Spanish Trail;

DEPARTMENTAL RECOMMENDATIONS:

Request Board enact Ordinance No. 1238:

“AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 10.56.010, 10.56.020, AND 10.56.030, AND REPEALING SECTION 10.56.040, OF THE INYO COUNTY CODE, PERTAINING TO WEIGHT LIMITATIONS ON CERTAIN COUNTY HIGHWAYS AND BRIDGES.”

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Public Works is requesting the adoption of the ordinance that was brought before the Board at the December 11th, 2018 meeting. At the December 11th meeting, the impacts to Old Spanish Trail Highway were outlined, as well as the need to amend the existing County Ordinance to reflect the changes.

Included is the original summary discussion from Agenda item number 21;

“While investigating possible solutions to the damage caused by weight impacts on Old Spanish Trail, described in detail below, it was discovered that previously imposed weight limits also needed to be formalized. After a review of the County ordinance, it is recommended that the County ordinance is amended to allow for the protection of County assets such as roads, bridges, culvert, and infrastructure.

Due to a substantial increase in usage by large delivery trucks, the County is experiencing accelerated pavement degradation and failure on Old Spanish Trail. The asphalt is failing at a rate faster than the Road Crew can reasonably keep up with during their maintenance and patching operations. This has created a safety concern for the traveling public, and for the Road Crew Operators performing the patching operations.

The Road Department is recommending your Board implement a 13 ton (26,000lb.) weight limit on the entire length of Old Spanish Trail Highway (29.98 miles) to protect the County’s road infrastructure. We are recommending this weight restriction remain in effect until budgetary conditions allow for the road to be reconstructed or repaired to support the increase in weight and frequency of the truck traffic. This weight limit restriction will allow tour and school buses, trash trucks, toy haulers, and similar sized vehicles. But prevent the heavier truck and trailer combinations that are 65’+ in length and have a gross vehicle weight rating (GVWR) of 80,000lb. An example of this vehicle type would be the larger freight trucks, ‘Semi’s’ and tractor trailer combinations, including large mine and cargo haulers.

With the growth of the community of Pahrump, NV, there is an increasing demand for deliveries to that community, and the need for dedicated deliveries that no longer require the trucking to continue into, or come from, the greater Las Vegas area. With this growth, there is a substantial impact on some of the local roads that were not designed to handle the loading and frequency of traffic they are now experiencing. In early 2017,

there was a noticeable increase in the large truck traffic on Old Spanish Trail, while the impacts were not yet seen, we were monitoring all the roads in that area for road degradation.

While it is a shorter trucking distance to use the State Route 127, and Old Spanish Trail route for deliveries to the southern area of Pahrump, utilizing the State Route 178 junction in Shoshone is typical for deliveries to Pahrump, and would not appreciably increase trucking time or distance from the greater Los Angeles area. This would ensure that the trucks stay on the State Highways designed for interstate commerce.

The Nye County Public Works Department was having the same impacts on Bell Vista Highway as Inyo County is having on Old Spanish Trail. Bell Vista Highway is the Nye County section of road that accesses the northern part of Pahrump, and is connected to Inyo County's State Line Road (#5002). Bell Vista Highway was also showing an accelerated failure with substantial "blow out" sections with large potholes and wheel track rut deformation. This prompted Nye County to adopt a weight limit on their section of highway to protect their infrastructure. This action requires the larger (greater than 26,000 lbs.) to use an alternate route to access Pahrump, via US95 or State Route 178 out of Shoshone.

In February, the Road Department performed a traffic study over a five day period, including a weekend, to determine the traffic impacts. The results showed over 800 vehicles in the 41'-82'+ overall length field, which is consistent with the Road crews field observations. With almost an equal amount of traffic in both directions, this study confirmed the use of Old Spanish Trail as a delivery route, rather than a bypass route. If your board approves the weight limit restriction, the Public Works/Road Department will coordinate with the agencies that have roads intersecting Old Spanish Trail to place appropriate signage alerting traffic to the new restrictions, and diverting the prohibited trucking traffic to State Route 178 in Shoshone to access Pahrump."

ALTERNATIVES:


Currently there are no restrictions on large or heavy truck travel on Old Spanish Trail, if a weight limit, or other method of controlling weight and travel impacts is not implemented, the Road Department will no longer have the ability to maintain a paved surface.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Signage costs will be funded out of the existing Road Department Sign maintenance budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/13/18</u>
AUDITOR/CONTROLLER <u>N/A</u>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/13/18

ORDINANCE 1238

**AN ORDINANCE OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING SECTIONS 10.56.010, 10.56.020, AND 10.56.030, AND
REPEALING SECTION 10.56.040, OF THE INYO COUNTY CODE,
PERTAINING TO WEIGHT LIMITATIONS ON CERTAIN
COUNTY HIGHWAYS AND BRIDGES**

WHEREAS, Section 35712 of the Vehicle Code authorizes the Board of Supervisors to prohibit the use of any County highway located in an unincorporated residential or subdivision area by any commercial vehicle exceeding a gross weight of 14,000 pounds; and

WHEREAS, Section 21101 of the Vehicle Code authorizes local authorities, for those highways under their jurisdiction, to adopt rules and regulations to prohibit the use of particular highways by certain vehicles; and

WHEREAS, Section 35706 of the Vehicle Code authorizes the Board of Supervisors, by ordinance, to reduce the permissible weight of vehicles and loads upon County bridges; and

WHEREAS, the County previously imposed weight limits on the following County highways or bridges: Lubkin Canyon Road (No. 4023), Orinda Drive (No. 1090), Underwood Lane (No. 1028), and the County bridge at Reata Road (No. 1027), and would now like to formalize those restrictions; and

WHEREAS, Old Spanish Trail Highway is experiencing a substantial increase in heavy commercial truck traffic due to the growth of the community of Pahrump; and

WHEREAS, Old Spanish Trail Highway was not built to handle the loads or frequency of this traffic, which is damaging the highway; and

WHEREAS, there are alternate trucking routes available for affected vehicles;

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

SECTION ONE: Section 10.56.010 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.010. Residential roads closed to certain commercial vehicles.

A. Pursuant to Section 35712 of the Vehicle Code, and except as otherwise provided below, commercial vehicles exceeding a gross weight of fourteen thousand pounds are prohibited on the following County highways in unincorporated residential areas:

- Orinda Drive (County Road No. 1090)
- Underwood Lane (County Road No. 1028)

B. The road commissioner shall erect and maintain signs indicating such prohibition.

C. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such highways when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs except that any commercial vehicle shall not be prohibited from using any highway by direct route to or from a state highway for the purpose of delivering or loading for transportation of goods, wares or merchandise as provided in Section 35711 of the Vehicle Code.

D. This section does not apply to a vehicle operate by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities, nor to any other vehicle exempt under Vehicle Code section 35714.”

SECTION TWO: Section 10.56.020 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.020. Weight limits on County bridges.

A. Pursuant to Vehicle Code section 35706, and except as otherwise provided below, vehicles exceeding the following weight restrictions are prohibited from driving over that certain County bridge on Reata Road (County Road No. 1027):

- Commercial vehicles with two axles exceeding a gross weight of thirty-eight thousand pounds
- Commercial tractor trailer vehicles with three axles exceeding a gross weight of sixty-two thousand pounds
- Other commercial trailer vehicles with four or more axles exceeding a gross weight of eighty-four thousand pounds.

B. The road commissioner shall place signs at both entrances to the bridge specifying the maximum gross weight limit of any vehicle or combination of vehicles which shall be permitted to cross such bridge.

C. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such County bridge when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs except that any commercial vehicle shall not be prohibited from using any County bridge by direct route to or from a state highway for the purpose of delivering or loading for transportation of goods, wares or merchandise as provided in Section 35711 of the Vehicle Code.”

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SECTION THREE: Section 10.56.030 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.030. Closing particular highways to certain vehicles.

A. Pursuant to Vehicle Code section 21101, and except as otherwise provided below, commercial vehicles exceeding a gross weight of fourteen thousand pounds are prohibited on the following County highways:

- Lubkin Canyon Road (County Road No. 4023.)

B. Pursuant to Vehicle Code section 21101, and except as otherwise provided below, commercial vehicles exceeding a gross weight of twenty-six thousand pounds are prohibited on the County highway known as Old Spanish Trail (County Road No. 5007.)

C. The road commissioner shall erect and maintain signs indicating such prohibition at all entrances to the highways.

D. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such highways when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs.

E. This section shall not apply to the extent otherwise provided by the Public Utilities Commission pursuant to Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the Public Utilities Code.”

SECTION FOUR: Section 10.56.040 of the Inyo County Code is hereby repealed.

SECTION FIVE: 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 SIX: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect, except as herein limited, 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 this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 18th day of December, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

DAN TOTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: December 18, 2018

SUBJECT: Consideration of Commercial Cannabis Business Licenses

DEPARTMENTAL RECOMMENDATION:

Request your Board A) conduct a public hearing on the consideration of county commercial cannabis licenses for manufacturing classification licenses in cannabis Zone 5F, cultivation above 5,000 sq. ft. classification licenses in Zone 5F, and cultivation less than 5,000 sq. ft. classification licenses in Zone 5G, and B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the county and the state of California including payment of all required fees and taxes.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 18, 2018, the window for acceptance of commercial cannabis license applications closed. County staff has been working together and with the applicants since that time to ensure the applications are complete and assess the final proposals. Of the 35 applications received, 30 moved forward to the final round of scoring. Applications were scored based on a point system that considered the following criteria:

- a. Adequacy of the security plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community;
- e. Environmental considerations including water sources;
- f. Residency considerations;
- g. Community benefit plan;
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter;

This group of applications includes one proposal received for cultivation in excess of 5,000 sq. ft. in Zone 5F, which had five such licenses available during this round, one proposal for manufacturing in Zone 5F, which had 10 such licenses available during this round, and two proposals for cultivation less than 5,000 sq. ft. in Zone 5G, which had 10 such licenses available.

The following is a summary of the scoring for these proposals:

Zone 5F - Manufacturing	
Applicant	Score
Desert Greens, LLC	1,099 points (80.22%)

Zone 5F – Cultivation (>5,000 sq. ft.)	
Applicant	Score
Chicago Valley Cannabis Park, LLC	1,286 points (81.39%)

Zone 5G – Cultivation (<5,000 sq. ft.)	
Applicant	Score
ShadeGrown Farms, LLC	1,309 points (82.85%)
RDB Cultivation, LLC	1,274 points (80.63%)

Note that the maximum score for the manufacturing type proposal is 1,370 because application section 6, “Cultivation Plan” is not applicable. The maximum score for application types that include a cultivation component is 1,580.

Inyo County Code Section 5.40.090(H) requires that a cannabis application receive a minimum score of 80% in order for a license to be issued. All of the applications brought forward today met this requirement.


ALTERNATIVES:

Your board could choose to adjust scoring to change the outcome of the staff scoring or decide to deny all applications.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If four licenses are issued, license fee revenue of \$35,400 annually is projected. Additional sales tax revenue may also be generated.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date: 12/04/2018

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

 Date: 12-5-18

Zones 5F and 5G Map



FINAL SCORING

DESERT GREENS, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Desert Greens, LLC	11/26/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	86	253	NA	108	335	317	1099
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	18
2. Alarm system adequacy (Sheriff)	0-30	18
3. Cash security (Sheriff)	0-30	10
4. Perimeter/security fencing adequacy (Sheriff)	0-30	15
5. Security personnel use and training (Sheriff)	0-30	15
6. Additional security measures (Sheriff)	0-30	10
TOTAL		86

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	25
3. Hazardous materials (EH)	0-30	25
4. Storage safety and security (EH)	0-30	30
5. Waste disposal plan adequacy (EH)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	60
TOTAL		253

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
TOTAL		0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	108
	TOTAL	108

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	20
b. Mitigation of dark skies concerns	0-30	20
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	55
	TOTAL	335

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	208
2. Local hiring plan/strategies	0-60	50
3. Wage comparison	0-60	59
	TOTAL	317

FINAL SCORING

CHICAGO VALLEY CANNABIS PARK, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Chicago Valley Cannabis Park	11/17/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	152	241	197	135	335	226	1286
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	28
4. Perimeter/security fencing adequacy (Sheriff)	0-30	28
5. Security personnel use and training (Sheriff)	0-30	26
6. Additional security measures (Sheriff)	0-30	15
	TOTAL	152

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	20
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	28
7. Adequacy of equipment to proposed activity	0-30	28
8. Community mitigation measures	0-60	50
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	241

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	57
	TOTAL	197

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	135
TOTAL		135

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	50
2. Wastewater runoff management adequacy (EH)	0-60	50
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	55
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		335

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	156
2. Local hiring plan/strategies	0-60	50
3. Wage comparison	0-60	20
TOTAL		226

FINAL SCORING

SHADEGROWN FARMS, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
ShadeGrown Farms, LLC	7/28/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	148	238	200	135	290	298	1309
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	25
4. Perimeter/security fencing adequacy (Sheriff)	0-30	30
5. Security personnel use and training (Sheriff)	0-30	25
6. Additional security measures (Sheriff)	0-30	15
TOTAL		148

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	20
6. Adequacy of weights & measures equipment and practices	0-30	20
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	50
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	238

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	55
TOTAL		200

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	135
TOTAL		135

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	50
2. Wastewater runoff management adequacy (EH)	0-60	50
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	10
TOTAL		290

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	210
2. Local hiring plan/strategies	0-60	30
3. Wage comparison	0-60	58
TOTAL		298

FINAL SCORING

RDB CULTIVATION, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
RDB Cultivation, LLC	10/2/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	148	230	210	108	290	288	1274
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy	0-30	30
2. Alarm system adequacy	0-30	28
3. Cash security	0-30	25
4. Perimeter/security fencing adequacy	0-30	25
5. Security personnel use and training	0-30	15
6. Additional security measures	0-30	25
TOTAL		148

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials	0-30	30
4. Storage safety and security	0-30	30
5. Waste disposal plan adequacy	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	10
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	50
TOTAL		230

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	60
TOTAL		210

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	108
TOTAL		108

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability	0-60	55
2. Wastewater runoff management adequacy	0-60	55
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	30
6. Noise mitigation plan adequacy	0-60	30
TOTAL		290

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	182
2. Local hiring plan/strategies	0-60	55
3. Wage comparison	0-60	51
TOTAL		288