

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### **October 15, 2019 - 8:30 AM**

#### 1. **PUBLIC COMMENT**

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** Inyo County v. Wilder Barton, Inc., Inyo County Superior Court Case No. SICV-CV-1964071.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.**
5. **PLEDGE OF ALLEGIANCE**
  6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  7. **PUBLIC COMMENT**
  8. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

9. **PROCLAMATION - Board of Supervisors** - Request Board: A) approve a proclamation commemorating the 25th anniversary of Death Valley as a National Park; and B) present the proclamation to Death Valley National Park representatives.
10. **COUNTY ADMINISTRATOR - Inyo Film Commission** - Request Board receive Inyo Film Commissioner Chris Langley's fall oral report on local filming activity.

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

11. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian exists in the Building & Maintenance budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian at Range 50 (\$2,917-\$3,548).
12. **Public Works** -  
Request Board:  
A) Change the Authorized Strength in the Public Works/Road Department by adding one (1) Equipment Mechanic Trainee I/II at Range 50 (\$2,917-\$3,548) to Range 52 (\$3,057-\$3,714 and deleting one (1) Road Maintenance Worker I/II at Range 50 (\$2,917- \$3,548) to Range 52 (\$3,057-\$3,714); and  
B) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for (1) Equipment Mechanic Trainee I/II position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure the qualified applicants apply; and 3) approve the hiring of one (1) Equipment Mechanic Trainee I, Range 50 (\$2,917-\$3,548), or Equipment Mechanic Trainee II at Range 52 (\$3,057-\$3,714), +2 ½% tool allowance, depending on qualifications.

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

13. **County Administrator - Parks & Recreation** - Request Board: A) approve Resolution No. 2019-48, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving Application(s) for Per Capita Grant Funds," and authorize the Chairperson to sign; B) authorize staff to prepare and submit an application for replacement of the Diaz Lake drinking water system; and C) direct staff to return to Board for further direction if there are excess funds available after the Diaz Lake water system is funded.
14. **Health & Human Services - Behavioral Health** - Request Board approve and authorize the HHS Director and/or Chairperson to sign an MOU with the Anthem Blue Cross Medi-Cal plan, allowing Behavioral Health to utilize an iPad, provided for free by Anthem, for Medi-Cal members to access free telehealth psychiatry, psychology, and other behavioral health services when those Medi-Cal beneficiaries do not meet medical necessity criteria for access to County Specialty Mental Health.
15. **Health & Human Services - Social Services** - Request Board authorize payment to the County Welfare Director's Association (CWDA) for dues for Fiscal Year 2019-2020 in an amount not to exceed \$19,651.00.

16. **Public Works** - Request Board reappoint Mr. Geoff Pope and appoint Mr. Wayne Sayer each to a four-year term on the Northern Inyo Airport Advisory Committee, ending October 31, 2023.
17. **Public Works** - Request Board approve a Highway Easement Deed for the South Lake Road Forest Lands Access Program (FLAP) Project and authorize the Chairperson to sign.
18. **Public Works** - Request Board approve Resolution No. 2019-49, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Birchim Lane Overlay Project," and authorize the Chairperson to sign.
19. **Public Works - Road Dept.** - Request Board approve the purchase of one Caterpillar Inc. Model BRX118 Industrial Brushcutter and one Caterpillar Inc. Model BA25 Angle Broom from Quinn Company of City of Industry, CA in an amount not to exceed \$37,598.82.
20. **Sheriff** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$22,000, payable to Adamson Police Products of Los Alamitos, CA for miscellaneous law enforcement gear and increase spending authority to \$35,100 through the end of the fiscal year.
21. **Sheriff** - Request Board authorize payment to Governor's Office of Emergency Services of State of California for prior-year invoices in the amount of \$1,152 for Radio Maintenance Service.

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

22. **County Administrator - Economic Development** - Request Board receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.
23. **County Administrator - Advertising County Resources** - Request Board approve changes to the Community Project Sponsorship Program Grant Guidelines.
24. **Planning Department** - Request Board: A) conduct workshop on short-term rentals; B) review planning staff's recommendations for changes to Inyo County Code Chapter 18.73 Short-term Rental of Residential Property; and C) provide comments and direction to move forward with updates to Chapter 18.73.
25. **Health & Human Services - Health/Prevention** - Request your Board ratify and approve the Memorandum of Understanding (MOU) between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing Housing Opportunities for People with AIDS (HOPWA) assistance for short term emergency financial assistance with rent, mortgage or essential utilities, for the period of July 1, 2019 through June 30, 2022 and authorize the Chairperson to sign the MOU and HIPAA Business Associate Agreement.

26. **Sheriff** - Request Board: A) amend the Fiscal Year 2019-2020 Jail Security Budget (Budget Number 022706) as follows: increase estimated revenue in Operating Transfers In (Revenue Code 4998) by \$10,000 and increase appropriations in Professional Services (Object Code 5265) by \$10,000 (*4/5ths vote required*); and authorize the Auditor to make the transfer from the Sheriff AB443 Trust (Trust Number 502709) Operating Transfers Out (Object Code 5801); and B) approve purchases during Fiscal Year 2019-2020 from American Security Group of Vista, CA in the amount of \$52,344 for Jail Security server upgrades, replacement and maintenance, including a purchase order in the amount of \$39,940 to upgrade and replace the Jail Security Servers.
27. **County Administrator - Personnel** - Request Board ratify and approve the July 1, 2019-June 30, 2022 Memorandum of Understanding between the County of the Inyo and the Deputy Sheriff's Association (DSA).
28. **County Administrator** - Request Board: A) conduct workshop regarding disposal of surplus City of Los Angeles-owned property; and B) provide any follow-up direction to staff as necessary.
29. **Clerk of the Board** - Request Board: A) reappoint Mr. Doug Brown to the Inyo Fish & Wildlife Commission to complete a four-year term ending October 6, 2023; B) appoint Mr. Warren Allsup as an alternate to the Inyo Fish & Wildlife Commission to complete a term ending October 6, 2021; and C) consider letters of interest received for a third term, expiring October 6, 2023, and fill the vacancy.
30. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of October 1, 2019.

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

31. **CAPITAL ASSET LEASING CORPORATION - 11:30 A.M.** - The Board will recess and reconvene as the Capital Asset Leasing Corporation (separate agenda).
32. **BOARD OF EQUALIZATION - 1:30 P.M.** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

33. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

34. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on U.S. 395 south of Pearson Road.



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:**

**SUBJECT:** Proclamation Commemorating DVNP 25th Anniversary

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**RECOMMENDED ACTION:**

**PROCLAMATION - Board of Supervisors** - Request Board: A) approve a proclamation commemorating the 25th anniversary of Death Valley as a National Park; and B) present the proclamation to Death Valley National Park representatives.

**SUMMARY/JUSTIFICATION:**

On October 31, 1994, the California Desert Protection Act was signed into law, creating Death Valley National Park.

Death Valley National Park is today one of the largest protected desert wilderness areas in America at 3.4 million acres. In addition to being one of the most ecologically and geologically unique and diverse places on earth, the Park is home to hundreds of National Park Service stewards and others who call Death Valley home either part-time or year-round, including members of the Timbisha Shoshone Tribe and employees of concessionaires like Xanterra.

The Park attracts upwards of 1 million visitors annually, making it one of the largest contributors to Inyo County's tourist-based economy.

For all of these reasons and more, the Board of Supervisors wishes to commemorate the 25th anniversary of Death Valley as a National Park, in celebration of this wondrous landscape, its ongoing protection, and the important role it plays in Inyo County residents' lives and to the economy. As such, the Board of Supervisors has prepared a ceremonial proclamation for presentation to Death Valley National Park Superintendent Mike Reynolds.

The proclamation commemorates the 25th anniversary of the creation of Death Valley National Park through the California Desert Protection Act, and encourages residents and visitors to take part in celebratory events scheduled inside and outside of the Park in honor of this special occasion.

Attached are fliers announcing some of these events, including a Friends of the Inyo-sponsored hike along the newly designated Wild & Scenic Surprise Canyon Creek on October 19, and a variety of events and activities hosted by Death Valley National Park from October 26 through November 2.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. DVNP 25th Anniversary Proclamation
2. 25th Anniversary California Desert Protection Act Events
3. Friends of the Inyo CDPA Hike

**APPROVALS:**

Darcy Ellis  
Clint Quilter

Created/Initiated - 10/10/2019  
Final Approval - 10/10/2019



C O U N T Y O F

# Inyo

## Proclamation

### A PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, COMMEMORATING THE 25<sup>TH</sup> ANNIVERSARY OF THE DESIGNATION OF DEATH VALLEY NATIONAL PARK

**WHEREAS**, October 31, 2019 marks 25 years since the creation of Death Valley National Park through the signing of the California Desert Protection Act in 1994; and

**WHEREAS**, Death Valley National Park is today one of the largest protected desert wilderness areas in America at 3.4 million acres; and

**WHEREAS**, this vast and varied desert landscape is a much treasured resource and a land of superlatives: home of the lowest point in the Western hemisphere and some of the hottest temperatures on Earth; and

**WHEREAS**, Death Valley National Park's harsh climate is but one of its many claims to fame – among them, its jaw-dropping geological wonders, stunning scenery, colorful history, ecologically diverse flora and fauna, brilliant night skies, otherworldly atmosphere, and primitive character; and

**WHEREAS**, these protected lands also boast a history rich with indigenous culture, including that of the Timbisha people who have inhabited and thrived in the Death Valley region for over a thousand years; and

**WHEREAS**, the California Desert Protection Act helped bring economic prosperity to the desert communities of Death Valley and surrounding areas as visitation to the National Park steadily increased; and

**WHEREAS**, Death Valley National Park welcomed a record 1.7 million visitors in 2018 who spent over \$140 million in our region; and

**WHEREAS**, the County of Inyo relies on recreation tourism as a leading contributor to the local economy, and recognizes that maintaining and protecting this precious desert as a multi-use resource is both ecologically and economically beneficial; and

**WHEREAS**, the need for conservation is as important as ever, for the sake of Death Valley's landscape, plants, and wildlife; for the people whose history and culture is indelibly linked to the land; and for the communities reliant upon tourism; and

**WHEREAS**, Death Valley National Park – and its Park Service stewards – are an undeniable asset to Inyo County; and

**WHEREAS**, the 25th anniversary of Death Valley as a National Park is both an opportunity for gratitude and an occasion worth celebrating.

**NOW THEREFORE, BE IT PROCLAIMED**, this 15<sup>th</sup> day of October 2019, the Inyo County Board of Supervisors does hereby commemorate the 25<sup>th</sup> anniversary of the creation of Death Valley National Park through the California Desert Protection Act, and encourages residents and visitors to take part in celebratory events scheduled inside and outside of the Park in honor of this special occasion.

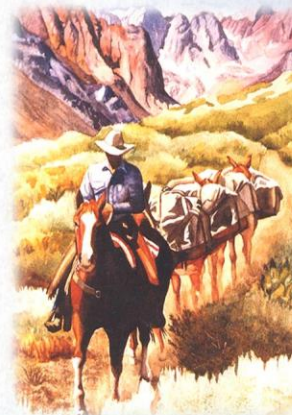
\_\_\_\_\_  
Dan Totheroh, District 1 Supervisor

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Jeff Griffiths, District 2 Supervisor

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Mark Tillemans, District 4 Supervisor

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Rick Pucci, Chairperson, District 3

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Matt Kingsley, District 5 Supervisor





## Death Valley National Park & California Desert Protection Act 25th Anniversary Celebration Program Schedule 10/26 —11/2

Date	Time	Program Description	Meeting Location
Saturday 10/26	1-2 pm	<b>Ecological History of the California Desert:</b> Explore past landscapes through paleontology and art with Paleontologist Laura Cunningham	Visitor Center Theater
	5-6 pm	<b>Joshua Tree National Park Program:</b> Learn about the amazing Joshua Tree National Park with Ranger Sarah Jane Pepper	Visitor Center Theater
	7-9 pm	<b>Astronomy Program:</b> Experience and learn about some of the darkest skies in the country with Astronomer Marni Berendsen	Harmony Borax Works
Sunday 10/27	7-9 am	<b>Sunrise Hike at Zabriskie Point:</b> Explore incredible geology on this moderate 3 mile hike with Ranger Sarah Carter	Zabriskie Point
	1-3 pm	<b>Junior Ranger Program:</b> Enjoy desert activities for the entire family with Ranger Tom Arnold	Visitor Center
	5-6 pm	<b>Ecological History of the California Desert:</b> Explore past landscapes through paleontology and art with Paleontologist Laura Cunningham	Visitor Center Theater
Monday 10/28	1-2 pm	<b>Dingell Act Overview:</b> Learn about this Act that added more land to Death Valley National Park with Park Manager Abby Wines	Visitor Center Theater
	7-9 pm	<b>Astronomy Program:</b> Experience and learn about some of the darkest skies in the country with Astronomer Marni Berendsen	Harmony Borax Works
Tuesday 10/29	5-6 pm	<b>Geology of Death Valley:</b> Learn about the dynamic forces that shaped Death Valley National Park with Geologist Marli Miller	Visitor Center Theater
Wednesday 10/30	1-4 pm	<b>Ask a Geologist Drop-In Table:</b> Questions about faults, rock types, and more?! Ask Geologist Marli Miller	Visitor Center

*All programs are free and open to the public. Please wear closed-toe shoes, sun protection, and bring water for hikes. Bring a head lamp, extra clothing, and a chair for astronomy programs. Questions? Stop by the Furnace Creek Visitor Center.*





## Death Valley National Park & California Desert Protection Act 25th Anniversary Celebration Program Schedule 10/26 —11/2

Date	Time	Program Description	Location
Wednesday 10/30	5-6 pm	<b>Burro Removal in Death Valley:</b> Learn how Death Valley National Park is sending burros to happy homes with Ecologist Ali Ainsworth	Visitor Center Theater
Thursday 10/31	1-2 pm	<b>California Desert Protection Act:</b> Learn about this significant act with Ranger Hilary Clark & Protection Act Advocate Judy Anderson	Visitor Center Theater
	5-6 pm	<b>Desert Tortoises:</b> Learn about these iconic reptiles and how they survive with Wildlife Biologist Ray Bransfield	Visitor Center Theater
Friday 11/1	1-2 pm	<b>Mining History in Death Valley:</b> Learn about the colorful history of mining in Death Valley with Mining Historian Jeremy Stoltzfus	Visitor Center Theater
	3-4 pm	<b>Astrophotography Lesson Part I: (Required to attend Part 2)</b> Bring a digital camera with a wide-angle lens and a tripod. Learn camera settings for night photography with Ranger Patrick Taylor.	Visitor Center MPR
	5-6 pm	<b>Desert Plant Adaptations:</b> Learn about unique desert plants that survive in a land of little rain with Botanist Connie Rutherford	Visitor Center Theater
	8:30-9:30 pm	<b>Astrophotography Session Part 2: (Prior attendance required at Part I)</b> Capture the night skies with a digital camera, wide-angle lens, and tripod (bring a head lamp) with Ranger Patrick Taylor	Harmony Borax Works
Saturday 11/2 FEE FREE DAY!	8-9 am	<b>5K Fun Run/Walk with Superintendent Mike Reynolds</b>	Visitor Center Parking Lot
	12-1 pm	<b>FREE Cupcakes at the Furnace Creek Visitor Center &amp; Remarks by Park Service Officials &amp; Special Guests</b>	Visitor Center Patio
	12-1 pm 3-5 pm	<b>Expo Booths with Displays and Information</b>	Visitor Center Patio
	1-3 pm	<b>Retired Park Managers' Roundtable:</b> Hear from former managers about the Protection Act with a Q & A Session	Visitor Center Theater
	4-5 pm	<b>Reptiles of the Mojave Desert:</b> Learn about snakes, lizards, and more with Herpetologist Jason Wallace	Visitor Center Theater

# Explore Panamint Valley & Surprise Canyon

*Celebrate the 25th anniversary of the*  
**California Desert Protection Act**

Join Friends of the Inyo on a hike in Panamint Valley through **Surprise Canyon Wilderness**. We will hike a few miles up the newly-designated Wild & Scenic Surprise Canyon Creek.

**When:** Saturday, October 19th at 10:30am

**Where:** Meet at Ballarat Ghost Town in Ballarat

**What to Bring:** Lunch & snacks, sun protection & sunscreen, 3-5 liters of water, sturdy hiking boots, extra shoes & socks

**RSVP** and send **questions** to [bryan@friendsoftheinyo.org](mailto:bryan@friendsoftheinyo.org)

**FRIENDS OF THE INYO**

Christopher Langley  
Inyo County Film Commissioner  
Drawer 99  
Lone Pine, California 93545

## 2018-2019 ANNUAL REPORT



EXECUTION SCENE FROM "MAN IN THE HIGH CASTLE"  
NETFLIX (ALABAMA HILLS)

## SUMMARY 2018-2019

2018-2019 was a strange year with my personal illness happening at the end of the fiscal year. Easter Sunday, I developed pneumonia, a blocked lung, a strep infection in my heart lining, an allergy to a medicine for my kidneys, a touch and go situation for my heart which rendered me unconscious for three weeks. The doctors struggled to diagnose and confessed they had never seen a condition like this. Ultimately, they drained a sack of infection from heart and created forty antibiotic transfusions spread over a month. I survived!

This last month I am working on strength, cognitive ability, and memory. It has taken three hospitals, four therapists, two months hospitalized and the love and care of sons and friends, but I am near finished with the recovery. During this period, I was, with help of these caregivers, nurses and friends carrying on much of film business from my bed.

This is a report on my film commission year.

Most of the year was normal with about sixty film projects completed and either in post-production or being broadcast. Notably was the absence of any big casts and crews. The largest I counted was just more than 100. A few commercials filmed two different crews and two versions of the auto commercials for different markets. This is primarily driven by bottom line concerns and the variety of nearby and diverse locations Inyo offers. Sometimes people forget that the film business is just another business; regardless of the legends or rumors, bottom lines count.

A couple of the projects were trial runs, short versions meant to test concepts and to use to convince investors.



## 1. Man of Fire

I began working on Man of Fire at the end of 2018. They finally filmed at Manzanar-Reward mine in Jun 2019. The film is set in the middle ages, with knights and fire breathing dragons. Several details caused the project to push its dates further forward. First was availability of director and DP (director of photography) Then BLM had to work internally to determine if they could permit film there. The Bureau had taken over management of the property from a private ownership. Because it had a fire breathing dragon there were increased safety and fire concerns. They decided they wanted one stuntman engulfed in flame from the dragon. Once permission had been granted the company had to make sure the star was still available. Lance Reddick star of Netflix's series Bosch was not film and finally almost six months later all the parts came together and the scenes with fire breathing dragon and hero in the Reward Mine was completed. This was to complete a short film to promote investment in a full-length feature film.

## 2. Travel Channel Legendary Locations

In some ways easier was an episode of Travel Channel's Legendary locations series set at the Cerro Gordo Mine. With a bare-bones budget and limited resources there were some unusual challenges. The Producer/director/location manager asked if I could cast it with locals. The company likes working with local amateurs. Besides they are cheaper but do give a local feeling. The subtext of the show was "ghosts" although we did not uncover any "real" ghost histories. I realized catering at the mining camp would be a challenge so I asked Susan Bopp, an experienced packer cook if she would be interested working up there and she agreed. There is a very nice kitchen in the American Hotel, but no water and gas yet! I had gotten to know one of the owners who was kind of heading up the project. He is Brett Underwood an very supportive of filming projects at the mine. I went around looking for costumers, actors and period looking miners from the 1870s. Have beard-will stand before a camera. Sharon Avey from independence supplied period costumes, Manuel Ruiz and Tom Snyder, assistant Inyo County Schools superintendent, supplied a "bad guy" look





and ultimately after several rewrites, everything worked out.

### 3. West of the Sun

West of the Sun is one of those projects that has not come together yet. It is a “modern” western. The producer, director and star of this modern Netflix western discovered Inyo after scouting Lancaster, Panamint and traveling home. The star Giovanni Ribisi had just wrapped his Netflix series Sneaky Pete to critical acclaim and the producer thought it perfect for their film of a man trying to find himself. I sent them hundreds of scouting photos matching each location and it did seem perfect. Then the producer said they had to push to rework their budget but he didn’t think there was a problem. Now we wait. I even spent a day with a location person who wanted to be hired for the job, reviewing each of the many locations. This is a production I really wanted because of the quality of the people involved. Manuel Ruiz worked on another film with the same name in Big Pine now in post-production. Overseen by the Laird sisters, someone Ruiz did another film with, he does not hold the same optimism for this project.

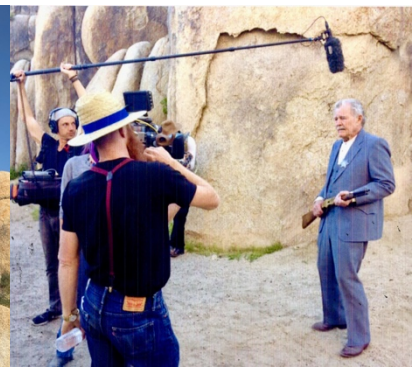
### 4. L.A. Press Club



To segue to my writing in projects, I was honored by the L.A. Press Club for environmental activism (primarily for my work on High & Dry, the project I create with photographer Osceola Refetoff.)\_ The awards were hosted by Dolly Parton and Lester Holt, both of whom received distinguished work for their body of work.

## 5. The Unbroken Pledge

When Carl Flood handed me his script for his film The Unbroken Pledge I thought it both brilliant and almost impossible to film. This was a second



film in a series about a sheriff in the 1870s developing alzheimers This time it was told from the man's perspective with main character as

interior dialogue of the well as others in the story. Over dinner several times we talked about this challenge. We also scouted several locations that would become the gates of heaven, fields of the sheriff and deep memories from his life. The pivotal scene he chose to shoot by the Owens river and had simple wood gate where he meets his father and mother who greet him and escort him to “the other side.” I was surprised when he asked me to play the father. Things



went well. I found him to be a sensitive, clear director so Traci May (playing his mother) exactly what he wanted including the horse in the scene. I was an interesting experience and now onto the interiors. Carl is an excellent DP as well and clearly a perfectionist.

## 6. Man in the High Castle (Netflix)

Another Amazon project was a version of P.K. Dick's sci fi classic positing what if Japan and Germany had won WW2. 100 plus crew, several of the stars and a rather complex set arrived in the Alabama Hills to film one day. I asked the location managers why here, why now. He said "desert." I said lots of desert between Lone Pine and British Columbia. Only later did I discover a prop sign that said Manzanar. Still they went to a lot of trouble to use Inyo. The series was well received but unable to build an audience after the third season and was both delayed and then eventually cancelled.

## 7. Jeep (Bishop Bicyclists)



We always have several SUV/ truck commercials and this year was no different. Jeep seemed particularly interested in filming in and around Inyo. Because of health issues I missed some of the commercials. The one decided a day or two before filming they wanted to come down from Mammoth. Dione Perkins, BLM, was able to complete arrangements because of the pre-existing permit. I advertised locally and we were able to fi

to cyclists and a trail runner, all from Bishop who came down for the day and picked up a \$700 fee.

## 8. Compton Wagon Train

Before Christmas, documentarian Ted Fey contacted me to film a ten wagon recreation of conestoga wagon train carrying the Compton pioneers. They had chosen two locations near Bishop, hired crew, animals and extras. Much delayed and rescheduled because of the complexity, filming was finally completed in June.

## 9. Western Short (Untitled)/CAR COMMERCIAL

A short western shot for several days in late spring and another short is trying to gather funding.

As I write this Errol Reichow, location manager is completing a large project that we began in late May while I was still in hospital. I had spent a day with Errol on a previous project. We hit it off well and I was able to remind him of the locations over the phone.

I worked on an artists' promotional film with partner for High & Dry. We had trouble with the sound.

A group of four filmmakers used the film museum as a base camp.

Finally, I received a call from London from a film producer working on a British documentary about word talc mining. He was interested in Talc City



and I gather contacts and actually had quite

a few location shots from there.



After a discussion with county personnel including INYO CEO Clint Quilter, the film museum invited the senior class to come over to the museum to start working on an out-reach program to develop interest in being with the museum. Here are available seniors at one such event.

From a personal and professional point of view, 2018-2019 has been an interesting and challenging year. But we got the job done.

Submitted,  
Chris Langley

Sincerely,

Christopher Langley



# County of Inyo



## Public Works

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Chris Cash

**SUBJECT:** Request to fill vacant Custodian position - Public Works

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian exists in the Building & Maintenance budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian at Range 50 (\$2,917-\$3,548).

**SUMMARY/JUSTIFICATION:**

This vacancy has been created by the separation of one Custodian who has accepted another position within the Public Works/Road Department. We are requesting that this position be filled from an external recruitment. It is important to fill this position to maintain the current workload and maintain cleanliness with all of the county buildings.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve filling the Custodian position. This is not recommended, as the position is allocated and there is a demand for the services.

**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor Controller

**FINANCING:**

The funding for this position is budgeted 100% in Building & Maintenance (011100) and is part of the Board approved budget for 2019/2020.

**ATTACHMENTS:**

**APPROVALS:**

Breanne Nelums  
Darcy Ellis  
Sue Dishion  
Amy Shepherd  
Michael Errante

Created/Initiated - 10/1/2019  
Approved - 10/1/2019  
Approved - 10/2/2019  
Approved - 10/3/2019  
Final Approval - 10/3/2019



# County of Inyo



## Public Works

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Chris Cash

**SUBJECT:**

Change in the authorized strength of the Public Works, Road Department; Equipment Mechanic Trainee I/II

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**RECOMMENDED ACTION:**

Request Board:

- A) Change the Authorized Strength in the Public Works/Road Department by adding one (1) Equipment Mechanic Trainee I/II at Range 50 (\$2,917-\$3,548) to Range 52 (\$3,057-\$3,714 and deleting one (1) Road Maintenance Worker I/II at Range 50 (\$2,917- \$3,548) to Range 52 (\$3,057-\$3,714); and
- B) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for (1) Equipment Mechanic Trainee I/II position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure the qualified applicants apply; and 3) approve the hiring of one (1) Equipment Mechanic Trainee I, Range 50 (\$2,917-\$3,548), or Equipment Mechanic Trainee II at Range 52 (\$3,057-\$3,714), +2 ½% tool allowance, depending on qualifications.

**SUMMARY/JUSTIFICATION:**

Public Works Department continues to have challenges in the successful recruitment for the Equipment Mechanic I/II position for the Road Department, in the Bishop area. The Public Works Department is requesting approval to convert one Road Maintenance Worker I/II position in the Road Departments authorized strength to one Equipment Mechanic Trainee I/II position, and hire an Equipment Mechanic Trainee I/II for the Road Shop off an existing recruitment list.

In recent recruitments, there have been a limited number of qualified applicants that have applied for Heavy Equipment Mechanic I/II positions, and even fewer that met the minimum qualifications, this trend continues.

Public Works would like to add another Equipment Mechanic Trainee I/II classification to broaden the recruitment options and provide opportunities for training and career advancement within the County structure.

Currently the Road Department has several Maintenance Worker I/II positions that we are recruiting and interviewing for, this position to be converted had not been assigned to a Road Yard and the greater need is for

the Road Shop staffing.

The Road Shop personnel would be able to provide training, and with the large and varied maintenance and repair responsibilities this would be a good opportunity for an aspiring mechanic to learn their trade while assisting the experienced Heavy Equipment Mechanics with the repair of County equipment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could elect not to authorize the filling of this position. This is not recommended as the filling of positions has become more challenging as experienced Heavy Equipment Mechanics retire. This will allow the Road Department to continue the repair and maintenance of County equipment and allow the continuation of maintenance services to the County while also providing training for future Heavy Equipment Mechanic I/II advancement.

**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor Controller

**FINANCING:**

The new requested Equipment Mechanic Trainee I/II position to be added to the Authorized Strength in the Public Works/Road Department budget would be funded with existing funds for the Road Maintenance Worker I/II position in the Authorized Strength for the Road Department Budget (034600) in the 2019/2020 Board approved budget.

**ATTACHMENTS:**

**APPROVALS:**

Breanne Nelums	Created/Initiated - 10/1/2019
Darcy Ellis	Approved - 10/1/2019
Sue Dishion	Approved - 10/10/2019
Amy Shepherd	Approved - 10/10/2019
Michael Errante	Final Approval - 10/10/2019





# County of Inyo



## County Administrator - Parks & Recreation

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Leslie Chapman

**SUBJECT:** Resolution to approve application for Proposition 68 funds.

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#### **RECOMMENDED ACTION:**

Request Board: A) approve Resolution No. 2019-48, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving Application(s) for Per Capita Grant Funds," and authorize the Chairperson to sign; B) authorize staff to prepare and submit an application for replacement of the Diaz Lake drinking water system; and C) direct staff to return to Board for further direction if there are excess funds available after the Diaz Lake water system is funded.

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

The Park and Water Bond Act of 2018 (Proposition 68) are funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Inyo County's allocation is estimated at \$400,000. In order to access the funds, the County must approve the attached Resolution by November 1, 2019 and submit a separate grant application for each proposed project by January 31, 2020.

The County projects that are eligible for this funding are limited because the grant requires land tenure of 20 to 30 years at the site to be developed. While the County is working with LADWP to negotiate renewed, long term leases for our campgrounds and parks, only the Diaz Lake lease is in place at this time. The park at Starlight Estates and a portion of the Laws Museum property are both owned by the County and therefore potential sites for projects.

Staff's recommendation is to dedicate the funding to the replacement of the Diaz Lake water system which has failed. There is irrigation water available at the Lake, but there has been no drinking water for our guests for most of the summer. This is our most heavily used recreation site and therefore this project takes the highest priority. Currently, Public Works is working on the engineering and cost estimates that will be needed for the grant application.

Staff is hopeful, but not optimistic, that there will be excess funds for projects at Starlight and/or Laws. When more information is available, staff will provide your Board with an update and recommend (an) additional application(s) if possible.

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

This is the first time Proposition 68 Per Capita funding has been available.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose to not approve the submission of this grant however, that is not recommended.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Per capita grant funds are estimated to be \$400,000 with a grant match from 0% to 20% depending on the location of the project depending on the whether the community is "severely disadvantaged". Based on the Parks for California interactive map, the Diaz Lake water system project is expected to have \$0 match.

**ATTACHMENTS:**

1. Resolution-Prop 68 Grant Submission

**APPROVALS:**

Miquela Beall	Created/Initiated - 9/26/2019
Darcy Ellis	Approved - 9/26/2019
Miquela Beall	Approved - 10/1/2019
Leslie Chapman	Approved - 10/3/2019
Amy Shepherd	Approved - 10/8/2019
Marshall Rudolph	Approved - 10/9/2019
Leslie Chapman	Final Approval - 10/9/2019

## RESOLUTION NO. 2019-XX

### A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State ; and

**WHEREAS**, the grantee will enter into a contract with the State of California to complete project(s); and

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the County of Inyo's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001 (b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the County of Inyo will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
  - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
  - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
  - (G) Identifying possible staff liaisons to diverse populations.
8. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

9. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
10. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
11. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
12. Identifying possible staff liaisons to diverse populations.

**PASSED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

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



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Meaghan McCamman

**SUBJECT:** MOU for use of Anthem Blue Cross iPad for mild/moderate behavioral health services

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**RECOMMENDED ACTION:**

Request Board approve and authorize the HHS Director and/or Chairperson to sign an MOU with the Anthem Blue Cross Medi-Cal plan, allowing Behavioral Health to utilize an iPad, provided for free by Anthem, for Medi-Cal members to access free telehealth psychiatry, psychology, and other behavioral health services when those Medi-Cal beneficiaries do not meet medical necessity criteria for access to County Specialty Mental Health.

**SUMMARY/JUSTIFICATION:**

In California's Medi-Cal program, the behavioral health benefit is split between county mental health plans who serve persons with serious mental illness who meet specified medical necessity criteria, and the managed care plans who provide mental health benefits for everyone else. Inyo County HHS – Behavioral Health has adopted rigorous access standards to ensure that beneficiaries who meet medical necessity for specialty mental health have timely access to care. Beneficiaries who do not meet criteria for HHS county services depend on the Medi-Cal managed care plans, who have struggled to provide timely access in rural areas across the state, to ensure their access to services. To combat this, Anthem Medi-Cal has started distributing iPads for telehealth access use for those patients who meet a mild to moderate medical necessity criteria. Having an iPad available at our HHS-BH office allows us to support meeting the needs of these underserved individuals by providing them with a safe space and tools to access behavioral health care through telemedicine. The Department is requesting your Board's support meeting this critical access need and authorize the HHS Director to sign an MOU with Anthem Blue Cross.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to approve the signing of this MOU. HHS-BH would return the IPAD to Anthem, and continue to do our best to help Medi-Cal beneficiaries in their struggles to access mild-to-moderate mental health care through the Medi-Cal managed care plans.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

The iPad is free and so is the service provided by Anthem to Medi-Cal enrollees.

**ATTACHMENTS:**

1. Inyo County Public Health iPad Kiosk MOU - Anthem Blue Cross

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 9/25/2019
Marilyn Mann	Approved - 10/10/2019
Darcy Ellis	Approved - 10/10/2019
Marshall Rudolph	Approved - 10/10/2019
Amy Shepherd	Approved - 10/10/2019
Marilyn Mann	Final Approval - 10/10/2019

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (“Anthem”)  
AND  
Inyo County Public Health  
 (“Organization”)**

**KIOSK**

This Memorandum of Understanding becomes effective as of \_\_\_\_\_ and can be terminated by either party with 30 days’ notice.

<b>CATEGORY</b>	<b>ORGANIZATION</b>	<b>ANTHEM</b>
<b>DESCRIPTION</b>		The term “Kiosks” includes hardware such as an iPad, tablet stand/cart, handheld exam kit, locks, and software installed on the hardware.
<b>PURPOSE</b>		Anthem will provide a Kiosk(s) to be placed in the Organization’s office space for use by Anthem Medi-Cal beneficiaries and other people of the community to access to various digital solutions.
<b>LIAISON</b>	Responsible for appointing a Liaison to coordinate activities with Anthem.	Identify a local Anthem Liaison to coordinate activities with the Organization.
<b>LOCATION OF KIOSK / IPAD</b>	Organization will place a Kiosk(s) in a secure location that is protected from the weather and can be monitored against vandalism or being used for reasons other than described in the Purpose of this MOU	
<b>STANDARD MAINTENANCE AND SUPPORT</b>	<p>Organization will identify resources to assist with regular sanitation and cleaning of Kiosk(s).</p> <p>Organization will ensure Kiosk(s) is cleaned and ready for visits.</p>	<p>Anthem will cover all technical maintenance and support of Kiosk(s).</p> <p>Maintenance Services specifically excludes support for any errors caused by use of the Kiosk(s) in a manner not in accordance with the Purpose; (ii) any integration, modification, or repair of the Kiosk(s) made by any person other than supplier or approved contractor; (iii)</p>

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**KIOSK**

<b>CATEGORY</b>	<b>ORGANIZATION</b>	<b>ANTHEM</b>
		unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Kiosk(s) specifications, or failure of air conditioning or humidity control; and (iv) accident, misuse, or neglect or causes not attributable to normal wear and tear.
<b>MEMBER ASSISTANCE</b>	Organization and Anthem will develop a plan to address any challenges encountered by Anthem members to be able to connect or register for access to services as outlined in the Purpose of this document.	Organization and Anthem will develop a plan to address any challenges encountered by Anthem members to be able to connect or register for access to services as outlined in the Purpose of this document.
<b>MEMBER COMMUNICATION</b>	Organization can distribute Anthem flyers and communicate to Anthem members any step by step processes to access services as outlined in the Purpose of this document.	Anthem will communicate services as outlined in the Purpose of this document to providers and members via multiple avenues.
<b>EMERGENCY SITUATIONS</b>	Organization will follow emergency protocols in place if a member is using the Kiosk(s) and has a medical emergency.	



CATEGORY	ORGANIZATION	ANTHEM
<b>KIOSK MALFUNCTION</b>	Organization and Anthem will develop a plan to address any Kiosk(s) system malfunction.	Organization and Anthem will develop a plan to address any Kiosk(s) system malfunction.
<b>TERMINATION</b>	Organization may terminate use of the Kiosk(s) by notifying Anthem within 30 days of the date of termination. Removal of Kiosk(s) will occur within the same timeframe.	Anthem may terminate use of the Kiosk(s) by notifying Organization within 30 days of the date of termination. Removal of Kiosk(s) will occur within the same timeframe.
<b>IDEMNIFICATION</b>	(a) To the fullest extent permitted by law, Organization must indemnify, defend (at Organization's sole cost and expense and with legal counsel approved by Organization, which approval may not be unreasonably withheld), protect and hold harmless Organization, all subsidiaries, divisions and affiliated agencies of Organization, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and Organization general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or	(a) To the fullest extent permitted by law, Anthem must indemnify, defend (at Anthem's sole cost and expense and with legal counsel approved by Organization, which approval may not be unreasonably withheld), protect and hold harmless Organization, all subsidiaries, divisions and affiliated agencies of Organization, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and Organization general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence,

**MEMORANDUM OF UNDERSTANDING  
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CATEGORY	ORGANIZATION	ANTHEM
	<p>indirectly) to the negligence, recklessness, or misconduct of Organization with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of Organization, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Organization’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then Organization’s indemnification obligation shall be reduced in proportion to the established comparative liability.</p> <p>(b) The duty to defend is a separate and distinct obligation from Organization’s duty to indemnify. Organization shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to Organization of the Claim in any form or at any stage of an action or proceeding, whether or not liability is</p>	<p>recklessness, or misconduct of Anthem with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of Anthem, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Anthem’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then Anthem’s indemnification obligation shall be reduced in proportion to the established comparative liability.</p> <p>(b) The duty to defend is a separate and distinct obligation from Anthem’s duty to indemnify. Anthem shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to Anthem of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to Anthem by any Indemnified Party or the payment or advance of defense costs by any</p>

CATEGORY	ORGANIZATION	ANTHEM
	<p>established. Payment to Organization by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than Organization are responsible for the Claim does not relieve Organization from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Organization asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then Organization may submit a claim to the Organization for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. Organization's indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. Organization's liability for indemnification under this Agreement is in addition to any liability Organization may have to Organization for a breach by</p>	<p>Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than Anthem are responsible for the Claim does not relieve Anthem from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Anthem asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then Anthem may submit a claim to the Organization for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. Anthem's indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. Anthem's liability for indemnification under this Agreement is in addition to any liability Anthem may have to Organization for a breach by Anthem of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit Anthem's</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
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**KIOSK**

CATEGORY	ORGANIZATION	ANTHEM
	<p>Organization of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit Organization's indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.</p> <p>(c) Organization must indemnify and hold Organization harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Organization, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.</p>	<p>indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.</p> <p>(c) Anthem must indemnify and hold Organization harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Organization, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.</p>

CATEGORY	ORGANIZATION	ANTHEM
<b>GOVERNING LAW</b>	The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Inyo County California.	The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Inyo County California.
<b>INSURANCE</b>		Before approval of this Agreement by Organization, Anthem must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached <b>Exhibit A</b> .
<b>DISPUTE RESOLUTION</b>	<p data-bbox="472 793 927 1087">Anthem and Organization agree to meet and confer in good faith to resolve any problems or disputes that may arise under this MOU. Anthem and Organization shall continue with their responsibilities and perform services under this MOU during any dispute.</p> <p data-bbox="472 1115 927 1682">In the event that any problem or dispute concerning the terms of this MOU is not satisfactorily resolved, Anthem and Organization agree to first try in good faith to settle the dispute by non-binding mediation. Anthem and Organization must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation.</p> <p data-bbox="472 1688 927 1862">If mediation fails to resolve the dispute within 30 days, Anthem and Organization shall arbitrate such problem or dispute. Such arbitration shall be initiated by either party</p>	<p data-bbox="954 793 1409 1087">Anthem and Organization agree to meet and confer in good faith to resolve any problems or disputes that may arise under this MOU. Anthem and Organization shall continue with their responsibilities and perform services under this MOU during any dispute</p> <p data-bbox="954 1115 1409 1682">In the event that any problem or dispute concerning the terms of this MOU is not satisfactorily resolved, Anthem and Organization agree to first try in good faith to settle the dispute by non-binding mediation. Anthem and Organization must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation.</p> <p data-bbox="954 1688 1409 1862">If mediation fails to resolve the dispute within 30 days, Anthem and Organization shall arbitrate such problem or dispute. Such arbitration shall be initiated by either party</p>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (“Anthem”)  
AND  
Inyo County Public Health  
 (“Organization”)**

**KIOSK**

CATEGORY	ORGANIZATION	ANTHEM
	<p>making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Association, unless otherwise mutually agreed in writing by Anthem and Organization. Organization and Anthem agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.</p>	<p>making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Association, unless otherwise mutually agreed in writing by Anthem and Organization. Organization and Anthem agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.</p>

**Blue Cross of California  
Partnership Plan, Inc.**

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

By \_\_\_\_\_

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

Title \_\_\_\_\_

**Organization**

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

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: [NAME]

Organization Administrative Officer/Clerk of the Board  
of Supervisors of the Organization

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
Organization Counsel

By \_\_\_\_\_  
Deputy  
Matter # \_\_\_\_\_



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:**

**SUBJECT:** Approval to Pay Association Dues

---

**RECOMMENDED ACTION:**

Request Board authorize payment to the County Welfare Director's Association (CWDA) for dues for Fiscal Year 2019-2020 in an amount not to exceed \$19,651.00.

**SUMMARY/JUSTIFICATION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2019-20 amount is a 5% increase from the prior year's dues. CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very experienced team that works closely with CSAC and RCRC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following:

All Social Services (CalWORKS/TANF eligibility determination, Medi-Cal Administration, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services, Federal IV-E Quality Assurance for Child Welfare & Juvenile Probation)

Foster Care Administration (Approved Resource Families)

Temporary Assistance to Needy Families Administration Disaster-Related Shelter/Evacuation Care staff costs

Oversight of Matching Realignment Funds for California Children's Services

Local administration of Workforce Investment and Opportunity Act, General Assistance, and County Medical Services Program (CMSP)

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing and client advocacy and poverty law groups abound both nationally and statewide. CWDA has proved to be a very effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure alignment of positions on issues, and assisting counties, in general service, around implementation concerns.

Additionally, CWDA also monitors and provides education and advocacy with those issues administered by other HHS divisions such as Behavioral Health and Public Health that interface with Social Services programming. Advocating to ensure that the State adequately funds the various mandates, as well as provides for adequate administrative funding levels.



**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

CWDA is likely to continue to function should Inyo not pay its dues, however, Inyo County would lose direct access to the resources, education, and information available to participating counties and would also lose its voice at the table representing the unique needs of small, rural counties.

**OTHER AGENCY INVOLVEMENT:**

All County Social Services programs; California Departments of Social Services, Health Care Services, and Public Health (CDSS, DHCS, and CDPH respectively).

**FINANCING:**

The funding is a combination of Federal, State, and Social Services Realignment funds. This expense will be budgeted in Social Services (055800) in General Operating (5311).

**ATTACHMENTS:**

1. CWDA Invoice

**APPROVALS:**

Marilyn Mann	Created/Initiated - 10/8/2019
Melissa Best-Baker	Approved - 10/8/2019
Darcy Ellis	Approved - 10/8/2019
Amy Shepherd	Approved - 10/8/2019
Marilyn Mann	Final Approval - 10/8/2019

**County Welfare Directors Association**

925 L Street, Suite #350  
Sacramento, CA 95814  
www.cwda.org



**Invoice**

BILL TO  
Inyo County Department of Health & Human Services  
Ms. Marilyn Mann, Director  
163 May Street  
Bishop, CA 93514

INVOICE 903  
DATE 07/01/2019

DESCRIPTION	AMOUNT
CWDA Annual County Fee - Fiscal Year 2019 -2020	19,651.00

BALANCE DUE **\$19,651.00**



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Public Works

**SUBJECT:** Filling of Vacancies on Northern Inyo Airport Advisory Committee

---

**RECOMMENDED ACTION:**

Request Board reappoint Mr. Geoff Pope and appoint Mr. Wayne Sayer each to a four-year term on the Northern Inyo Airport Advisory Committee, ending October 31, 2023.

**SUMMARY/JUSTIFICATION:**

Two terms on the Northern Inyo Airport Advisory Committee are scheduled to expire October 31, 2019. One of the terms is occupied by Mr. Geoff Pope and the other is vacant. Per your Board's appointment policy, Mr. Pope was notified of the upcoming expiration of his term and the opportunity to reapply and Mr. Sayer, currently serving as an alternate to the Committee, was notified of the opportunity to apply for a full-member term. Both vacancies were publicly advertised in accordance with the appointment policy.

Two letters of interest were received during the application period: one from Mr. Pope requesting reappointment to another four-year term and one from Mr. Sayer requesting appointment to the four-year regular-member term.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to make the appointments, but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There are no fiscal impacts to the County associated with these appointments.

**ATTACHMENTS:**

1. NOTICE OF VACANCY- Northern Inyo Airport Advisory Committee (2 vacancies)
2. NIAAC Letter of Interest - Geoff Pope
3. NIAAC Letter of Interest - Wayne Sayer

**APPROVALS:**

Darcy Ellis  
Cynthia Truelsen  
Michael Errante

Created/Initiated - 10/10/2019  
Approved - 10/10/2019  
Final Approval - 10/10/2019



EL CAMINO SIERRA

# BOARD OF SUPERVISORS COUNTY OF INYO

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

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

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

## **NOTICE OF VACANCY NORTHERN INYO AIRPORT ADVISORY COMMITTEE**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill two vacancies on the Northern Inyo Airport Advisory Committee: two four-year terms ending October 31, 2023.

If you are interested in serving on the Northern Inyo Airport Advisory Committee, 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](mailto:dellis@inyocounty.us). In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Wednesday, October 9, 2019.

Attention, Legal Notices:

PLEASE PUBLISH IN THE Tuesday, September 24, 2019, issue of the Inyo Register.

Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

RECEIVED  
2019 OCT -2 PM 12: 52

INYO COUNTY  
ADMINISTRATIVE  
CLERK

September 28, 2019

To Whom it may Concern:

I am requesting that I be re-appointed to serve on the Northern Inyo Airport  
Advisory Committee.



Geoff Pope

## Darcy Ellis

---

**From:** Wayne Sayer <wayne.sayer@gmail.com>  
**Sent:** Monday, October 7, 2019 9:19 PM  
**To:** Darcy Ellis  
**Subject:** Northern Inyo Airport Advisory Committee

Darcy

I am interested in applying for one of the regular member seats on the Northern Inyo Airport Advisory Committee. Please let me know if you have any questions for me.

Thank you

Wayne Sayer

3567 Ranch View Lane

Bishop CA 93514

760-37-0255



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Travis Dean

**SUBJECT:** Highway Easement Deed Approval

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**RECOMMENDED ACTION:**

Request Board approve a Highway Easement Deed for the South Lake Road Forest Lands Access Program (FLAP) Project and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The South Lake Road Federal Lands Access Project improvements begins at the intersection of Highway 168 (approximately 15 miles west of US 395) and proceeds southward for approximately 6.9 miles to the South Lake. The road is maintained by Inyo County primarily over Inyo National Forest Lands. The proposed road reconstruction will closely follow the existing alignments. This is a Federal Highway Administration (FHWA) Forest Lands Access Program (FLAP) project, which is engineered and constructed by the FHWA. The total construction cost of the project is estimated at \$8.81 million.

The FHWA and the Forest Service, who is the underlying land manager, have requested that the county enter into an agreement for a permanent easement for the roadway. The easement will be 75 feet each side of roadway centerline. The FHWA has prepared the attached Highway Easement Deed, and has requested that the County sign and record the deed.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Highway Easement Deed. This is not recommended because the deed clearly defines the width of the easement and the rights of the County to the road. Not approving the easement may require the County to litigate its right to the road in the future.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**



**ATTACHMENTS:**

1. DOT Highway Easement Deed\_South Lake Road\_unexecuted

**APPROVALS:**

Travis Dean	Created/Initiated - 10/1/2019
Darcy Ellis	Approved - 10/1/2019
Travis Dean	Approved - 10/1/2019
Marshall Rudolph	Approved - 10/1/2019
Michael Errante	Final Approval - 10/2/2019



Township 8 South, Range 31 East, Sections 16, 21, 27, 33 & 34,

Township 9 South, Range 31 East, Sections 3, 10 & 15,

The easement for County Road 2022 is more particularly described and depicted in the attached Exhibit 2 and Exhibit 3.

If any subsequent survey of said highway shows that any portion crosses National Forest System land, not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Subject to the following terms, conditions, and covenants:

1. This right of way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain additional rights as may be necessary relating to any such outstanding valid claims.
2. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.
3. Consistent with highway safety standards, the Grantee shall:
  - a. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;
  - b. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.
4. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.
5. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.
6. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:
  - a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;

- b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.
7. The discovery of a use by the Grantee incompatible with that described in this deed may terminate the easement and vest title in the United States. Upon notification of such termination, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the vesting of title in the United States.
8. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

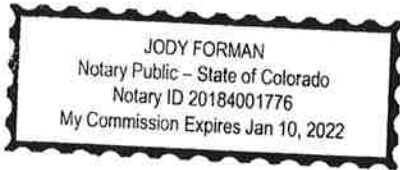
AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

IN WITNESS WHEREOF, I, Renee Sigel, Division Director, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

Renee Sigel  
Federal Highway Administration  
Division Director

County of Jefferson State of Colorado,  
Before me personally appeared said Renee Sigel and  
acknowledged the foregoing instrument to be his free act and deed this 25 day of  
Sept, 2019.

(Seal)



Jody Forman  
Notary Public  
My commission expires 10 Jan 22

Commissioners Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Inyo, State of California, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. This is to certify that the interest in real property conveyed by the within deed or grant dated \_\_\_\_\_, from the United States of America, acting by and through the Department of Transportation, Federal Highway Administration to the County of Inyo, a political subdivision is hereby accepted by order of the Board of Commissioners on \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Chair  
Inyo County Board of Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Inyo County Clerk

\_\_\_\_\_  
Date

### Exhibit 01

This transfer is subject to the following terms and conditions:

1. If outstanding valid claims exist on the date of this grant, the Grantee shall obtain such permission as may be necessary on account of any such claims.
2. The right-of-way shall be nonexclusive, with the Forest Service retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The Forest Service shall consult with the Grantee on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.
3. The Forest Service retains the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Grantee will notify the Forest Service which timber or other resource materials within the appropriation are scheduled to be removed and the Forest Service will determine whether a timber sale or other authorization for removal is appropriate.
4. All signing within the right-of-way will be installed and maintained by the Grantee. The Grantee will provide signs to mark National Forest boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Grantee will install displays (panels or posters), furnished by the Forest Service, at Interstate rest stops near National Forest lands.
5. The Forest Service may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and revegetation with nonnative species.
6. The Grantee and the Regional Forester shall make determination as to the necessity for archaeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-47011), and State laws where applicable.

7. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities, provided that the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United State Code and of the Federal Highway Administration regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and, in any case, the Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights; and, provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.
8. Consistent with highway safety standards, the Grantee shall:
  - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
9. The Grantee shall establish no borrow, sand, or gravel pits; stone quarries, permanent storage areas; sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification, Forest Service will either (1) accept the highway as is, or (2)



require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and/or acceptance of same by the Forest Service, the Grantee will execute a Director's Quit Claim Deed, quitclaiming all rights, title, and interest of the Grantee in the highway to the forest Service. Upon recordation of the Director's Quit Claim Deed, the lands appropriated will immediately revert to the Forest Service without further legal action.

12. Future access to Forest Service owned utilities and facilities within the road prism be observed and honored by the County road maintenance department.

## Exhibit 2

### **Parcel 1**

A strip of land 150 feet wide lying 75 feet each side of the centerline of County Road 2022, South Lake Road. Beginning at the intersection of County Road 2022 and California State Highway 168 located in the Northwest One-Quarter of Section 16, Township 8 South, Range 31 East of the Mt. Diablo Meridian, in Inyo County, California and being more particularly described as follows:

Said intersection being located North  $26^{\circ}07'47''$  West, 6,841.45 feet from the West Quarter Corner of Section 22, being defined by an axle. Thence southerly along said centerline the following courses:

Thence S  $50^{\circ}20'31''$  E, 329.40 feet to a curve to the left;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of  $102^{\circ}08'58''$  a distance of 713.14 feet, said arc subtended by a chord which bears N  $78^{\circ}35'00''$  E, a distance of 622.37 feet;

Thence N  $27^{\circ}30'31''$  E, 232.85 feet to a curve to the right;

Thence along the arc of said curve having a radius of 496.00 feet, through a central angle of  $127^{\circ}50'33''$  a distance of 1106.71 feet, said arc subtended by a chord which bears S  $88^{\circ}34'12''$  E, a distance of 891.01 feet;

Thence S  $24^{\circ}38'55''$  E, 104.67 feet to a curve to the left;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of  $37^{\circ}41'43''$  a distance of 328.95 feet, said arc subtended by a chord which bears S  $43^{\circ}29'47''$  E, a distance of 323.05 feet;

Thence S  $62^{\circ}20'38''$  E, 86.19 feet to a curve to the right;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of  $81^{\circ}32'53''$  a distance of 711.64 feet, said arc subtended by a chord which bears S  $21^{\circ}34'12''$  E, a distance of 653.08 feet;

Thence S  $19^{\circ}12'15''$  W, 664.14 feet to a curve to the left;

Thence along the arc of said curve having a radius of 2000.00 feet, through a central angle of  $26^{\circ}17'32''$  a distance of 917.77 feet, said arc subtended by a chord which bears S  $06^{\circ}03'29''$  W, a distance of 909.74 feet;

Thence S  $07^{\circ}05'17''$  E, 255.40 feet to a curve to the left;

Thence along the arc of said curve having a radius of 1334.00 feet, through a central angle of 27° 49' 21" a distance of 647.78 feet, said arc subtended by a chord which bears S 20° 59' 58" E, a distance of 641.44 feet;

Thence S 34° 54' 38" E, 1145.07 feet to the intersection of said centerline and the east line of the Northeast Quarter of the Northeast Quarter Section 21, Township 8 South, Range 31 East. Said intersection being located North 0°59'34" East, 1,939.84 feet from the West Quarter Corner of Section 22, being defined by an axle.

**Parcel 2**

A strip of land 150 feet wide lying 75 feet each side of the centerline of County Road 2022, South Lake Road. Beginning at the intersection of the centerline of County Road 2022 and the north line of Section 27, Township 8 South, Range 31 East of the Mt. Diablo Meridian, in Inyo County, California and being more particularly described as follows:

Said intersection being located South 20°20'57" West, 2,766.89 feet from the C-E-W Corner of Section 22, being defined by an axle. Thence southerly along said centerline the following courses:

Thence S 05° 04' 23" W, 1593.97 feet to a curve to the left;

Thence along the arc of said curve having a radius of 2500.00 feet, through a central angle of 07° 36' 21" a distance of 331.86 feet, said arc subtended by a chord which bears S 01° 16' 13" W, a distance of 331.62 feet;

Thence S 02° 31' 58" E, 843.88 feet to a curve to the right;

Thence along the arc of said curve having a radius of 600.00 feet, through a central angle of 28° 45' 01" a distance of 301.07 feet, said arc subtended by a chord which bears S 11° 50' 33" W, a distance of 297.92 feet;

Thence S 26° 13' 03" W, 204.71 feet to a curve to the left;

Thence along the arc of said curve having a radius of 575.00 feet, through a central angle of 37° 40' 05" a distance of 378.02 feet, said arc subtended by a chord which bears S 07° 23' 01" W, a distance of 371.25 feet;

Thence S 11° 27' 02" E, 1072.57 feet to a curve to the right;

Thence along the arc of said curve having a radius of 2000.00 feet, through a central angle of 11° 01' 48" a distance of 385.02 feet, said arc subtended by a chord which bears S 05° 56' 08" E, a distance of 384.42 feet;

Thence S 00° 25' 14" E, 686.93 feet to a curve to the right;

Thence along the arc of said curve having a radius of 600.00 feet, through a central angle of  $24^{\circ} 49' 57''$  a distance of 260.05 feet, said arc subtended by a chord which bears  $S 11^{\circ} 59' 45'' W$ , a distance of 258.01 feet;

Thence  $S 24^{\circ} 24' 43'' W$ , 185.93 feet to a curve to the left;

Thence along the arc of said curve having a radius of 600.00 feet, through a central angle of  $37^{\circ} 41' 29''$  a distance of 394.70 feet, said arc subtended by a chord which bears  $S 05^{\circ} 33' 59'' W$ , a distance of 387.62 feet;

Thence  $S 13^{\circ} 16' 45'' E$ , 126.03 feet to a curve to the right;

Thence along the arc of said curve having a radius of 600.00 feet, through a central angle of  $32^{\circ} 18' 02''$  a distance of 338.25 feet, said arc subtended by a chord which bears  $S 02^{\circ} 52' 16'' W$ , a distance of 333.79 feet;

Thence  $S 19^{\circ} 01' 16'' W$ , 532.05 feet to a curve to the right;

Thence along the arc of said curve having a radius of 2000.00 feet, through a central angle of  $15^{\circ} 15' 26''$  a distance of 532.58 feet, said arc subtended by a chord which bears  $S 26^{\circ} 39' 00'' W$ , a distance of 531.01 feet;

Thence  $S 34^{\circ} 16' 43'' W$ , 754.69 feet to a curve to the left;

Thence along the arc of said curve having a radius of 510.00 feet, through a central angle of  $58^{\circ} 10' 43''$  a distance of 517.86 feet, said arc subtended by a chord which bears  $S 05^{\circ} 11' 21'' W$ , a distance of 495.90 feet;

Thence  $S 23^{\circ} 54' 00'' E$ , 173.33 feet to a curve to the right;

Thence along the arc of said curve having a radius of 625.00 feet, through a central angle of  $20^{\circ} 03' 37''$  a distance of 218.82 feet, said arc subtended by a chord which bears  $S 13^{\circ} 52' 11'' E$ , a distance of 217.71 feet;

Thence  $S 03^{\circ} 50' 23'' E$ , 1096.38 feet to a curve to the left;

Thence along the arc of said curve having a radius of 1700.00 feet, through a central angle of  $04^{\circ} 19' 39''$  a distance of 128.40 feet, said arc subtended by a chord which bears  $S 06^{\circ} 00' 12'' E$ , a distance of 128.37 feet;

Thence  $S 08^{\circ} 10' 02'' E$ , 97.05 feet to a curve to the left;

Thence along the arc of said curve having a radius of 1600.00 feet, through a central angle of  $15^{\circ} 41' 16''$  a distance of 438.08 feet, said arc subtended by a chord which bears  $S 16^{\circ} 00' 40'' E$ , a distance of 436.72 feet;

Thence S 23° 51' 18" E, 248.99 feet;

Thence S 26° 16' 44" E, 743.26 feet;

Thence S 24° 57' 03" E, 271.20 feet to a curve to the left;

Thence along the arc of said curve having a radius of 650.00 feet, through a central angle of 15° 10' 29" a distance of 172.15 feet, said arc subtended by a chord which bears S 32° 32' 18" E, a distance of 171.65 feet;

Thence S 40° 07' 33" E, 702.44 feet to a curve to the left;

Thence along the arc of said curve having a radius of 1150.00 feet, through a central angle of 12° 35' 36" a distance of 252.76 feet, said arc subtended by a chord which bears S 46° 25' 21" E, a distance of 252.26 feet;

Thence S 52° 43' 09" E, 543.17 feet to a curve to the right;

Thence along the arc of said curve having a radius of 525.00 feet, through a central angle of 34° 39' 58" a distance of 317.64 feet, said arc subtended by a chord which bears S 35° 23' 10" E, a distance of 312.82 feet;

Thence S 18° 03' 11" E, 345.15 feet to a curve to the left;

Thence along the arc of said curve having a radius of 700.00 feet, through a central angle of 20° 48' 57" a distance of 254.31 feet, said arc subtended by a chord which bears S 28° 27' 39" E, a distance of 252.92 feet;

Thence S 38° 52' 08" E, 597.49 feet to a curve to the right;

Thence along the arc of said curve having a radius of 1200.00 feet, through a central angle of 21° 28' 06" a distance of 449.63 feet, said arc subtended by a chord which bears S 28° 08' 05" E, a distance of 447.01 feet;

Thence S 17° 24' 02" E, 548.03 feet to a curve to the left;

Thence along the arc of said curve having a radius of 2000.00 feet, through a central angle of 02° 29' 22" a distance of 86.90 feet, said arc subtended by a chord which bears S 18° 38' 43" E, a distance of 86.89 feet;

Thence S 19° 53' 24" E, 237.55 feet to a curve to the right;

Thence along the arc of said curve having a radius of 480.00 feet, through a central angle of 29° 20' 40" a distance of 245.83 feet, said arc subtended by a chord which bears S 05° 13' 05" E, a distance of 243.16 feet;

Thence S 09° 27' 15" W, 377.58 feet to a curve to the left;

Thence along the arc of said curve having a radius of 425.00 feet, through a central angle of 43° 04' 39" a distance of 319.53 feet, said arc subtended by a chord which bears S 12° 05' 05" E, a distance of 312.06 feet;

Thence S 33° 37' 24" E, 188.80 feet to a curve to the right;

Thence along the arc of said curve having a radius of 380.00 feet, through a central angle of 45° 31' 27" a distance of 301.93 feet, said arc subtended by a chord which bears S 10° 51' 41" E, a distance of 294.05 feet;

Thence S 11° 54' 03" W, 193.62 feet to a curve to the left;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of 20° 46' 16" a distance of 181.26 feet, said arc subtended by a chord which bears S 01° 30' 55" W, a distance of 180.27 feet;

Thence S 08° 52' 13" E, 118.88 feet to a curve to the right;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of 09° 28' 26" a distance of 82.68 feet, said arc subtended by a chord which bears S 04° 08' 00" E, a distance of 82.58 feet;

Thence S 00° 36' 13" W, 64.54 feet to a curve to the left;

Thence along the arc of said curve having a radius of 250.00 feet, through a central angle of 25° 16' 49" a distance of 110.31 feet, said arc subtended by a chord which bears S 12° 02' 12" E, a distance of 109.41 feet;

Thence S 24° 40' 36" E, 57.54 feet to a curve to the right;

Thence along the arc of said curve having a radius of 130.00 feet, through a central angle of 45° 43' 12" a distance of 103.74 feet, said arc subtended by a chord which bears S 01° 49' 00" E, a distance of 101.01 feet;

Thence S 21° 02' 36" W, 43.87 feet to a curve to the left;

Thence along the arc of said curve having a radius of 130.00 feet, through a central angle of 14° 37' 03" a distance of 33.17 feet, said arc subtended by a chord which bears S 13° 44' 05" W, a distance of 33.08 feet;

Thence S 06° 25' 33" W, 83.97 feet to a curve to the right;

Thence along the arc of said curve having a radius of 200.00 feet, through a central angle of  $43^{\circ} 28' 50''$  a distance of 151.78 feet, said arc subtended by a chord which bears  $S 28^{\circ} 09' 58'' W$ , a distance of 148.16 feet;

Thence  $S 49^{\circ} 54' 23'' W$ , 45.56 feet to a curve to the left;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of  $39^{\circ} 37' 55''$  a distance of 276.68 feet, said arc subtended by a chord which bears  $S 30^{\circ} 05' 26'' W$ , a distance of 271.20 feet;

Thence  $S 10^{\circ} 16' 29'' W$ , 171.67 feet to a curve to the left ;

Thence along the arc of said curve having a radius of 300.00 feet, through a central angle of  $14^{\circ} 39' 16''$  a distance of 76.73 feet, said arc subtended by a chord which bears  $S 02^{\circ} 56' 51'' W$ , a distance of 76.52 feet;

Thence  $S 04^{\circ} 22' 47'' E$ , 117.48 feet to a curve to the right;

Thence along the arc of said curve having a radius of 260.00 feet, through a central angle of  $42^{\circ} 46' 17''$  a distance of 194.09 feet, said arc subtended by a chord which bears  $S 17^{\circ} 00' 21'' W$ , a distance of 189.62 feet;

Thence  $S 38^{\circ} 23' 30'' W$ , 53.75 feet to a curve to the right;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of  $16^{\circ} 42' 09''$  a distance of 116.60 feet, said arc subtended by a chord which bears  $S 46^{\circ} 44' 34'' W$ , a distance of 116.19 feet;

Thence  $S 55^{\circ} 05' 39'' W$ , 125.54 feet to a curve to the left;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of  $21^{\circ} 18' 35''$  a distance of 148.77 feet, said arc subtended by a chord which bears  $S 44^{\circ} 26' 21'' W$ , a distance of 147.91 feet;

Thence  $S 33^{\circ} 47' 04'' W$ , 126.02 feet to a curve to the right;

Thence along the arc of said curve having a radius of 300.00 feet, through a central angle of  $09^{\circ} 15' 32''$  a distance of 48.48 feet, said arc subtended by a chord which bears  $S 38^{\circ} 24' 50'' W$ , a distance of 48.43 feet;

Thence  $S 43^{\circ} 02' 36'' W$ , 130.80 feet to a curve to the right;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of  $23^{\circ} 59' 20''$  a distance of 209.34 feet, said arc subtended by a chord which bears  $S 55^{\circ} 02' 16'' W$ , a distance of 207.82 feet;

Thence S 67° 01' 56" W, 105.58 feet to a curve to the right;

Thence along the arc of said curve having a radius of 500.00 feet, through a central angle of 11° 19' 32" a distance of 98.83 feet, said arc subtended by a chord which bears S 72° 41' 42" W, a distance of 98.67 feet;

Thence S 78° 21' 28" W, 22.72 feet to a curve to the left;

Thence along the arc of said curve having a radius of 190.00 feet, through a central angle of 62° 55' 47" a distance of 208.68 feet, said arc subtended by a chord which bears S 46° 53' 34" W, a distance of 198.35 feet;

Thence S 15° 25' 41" W, 172.87 feet to a curve to the left;

Thence along the arc of said curve having a radius of 200.00 feet, through a central angle of 21° 07' 55" a distance of 73.76 feet, said arc subtended by a chord which bears S 04° 51' 43" W, a distance of 73.35 feet;

Thence S 05° 42' 15" E, 55.18 feet to a curve to the right;

Thence along the arc of said curve having a radius of 450.00 feet, through a central angle of 15° 33' 16" a distance of 122.17 feet, said arc subtended by a chord which bears S 02° 04' 23" W, a distance of 121.79 feet;

Thence S 09° 51' 02" W, 93.74 feet;

Thence S 05° 26' 29" W, 61.16 feet to a curve to the right;

Thence along the arc of said curve having a radius of 150.00 feet, through a central angle of 18° 39' 22" a distance of 48.84 feet, said arc subtended by a chord which bears S 14° 46' 10" W, a distance of 48.63 feet;

Thence S 24° 05' 51" W, 96.13 feet to a curve to the left;

Thence along the arc of said curve having a radius of 1000.00 feet, through a central angle of 07° 23' 11" a distance of 128.91 feet, said arc subtended by a chord which bears S 20° 24' 16" W, a distance of 128.83 feet;

Thence S 16° 42' 41" W, 100.09 feet to a curve to the right;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of 11° 44' 25" a distance of 81.96 feet, said arc subtended by a chord which bears S 22° 34' 53" W, a distance of 81.82 feet;

Thence S 28° 27' 05" W, 28.75 feet to a curve to the left;



Thence along the arc of said curve having a radius of 900.00 feet, through a central angle of  $07^{\circ} 31' 44''$  a distance of 118.26 feet, said arc subtended by a chord which bears  $S 24^{\circ} 41' 13'' W$ , a distance of 118.18 feet;

Thence  $S 20^{\circ} 55' 21'' W$ , 20.58 feet to a curve to the right;

Thence along the arc of said curve having a radius of 600.00 feet, through a central angle of  $10^{\circ} 44' 55''$  a distance of 112.56 feet, said arc subtended by a chord which bears  $S 26^{\circ} 17' 49'' W$ , a distance of 112.39 feet;

Thence  $S 31^{\circ} 40' 16'' W$ , 8.62 feet to a curve to the left;

Thence along the arc of said curve having a radius of 300.00 feet, through a central angle of  $21^{\circ} 16' 08''$  a distance of 111.36 feet, said arc subtended by a chord which bears  $S 21^{\circ} 02' 12'' W$ , a distance of 110.72 feet;

Thence  $S 10^{\circ} 24' 09'' W$ , 13.97 feet to a curve to the right;

Thence along the arc of said curve having a radius of 200.00 feet, through a central angle of  $20^{\circ} 53' 56''$  a distance of 72.95 feet, said arc subtended by a chord which bears  $S 20^{\circ} 51' 07'' W$ , a distance of 72.55 feet;

Thence  $S 31^{\circ} 18' 04'' W$ , 87.29 feet to a curve to the right;

Thence along the arc of said curve having a radius of 350.00 feet, through a central angle of  $34^{\circ} 53' 10''$  a distance of 213.11 feet, said arc subtended by a chord which bears  $S 48^{\circ} 44' 39'' W$ , a distance of 209.83 feet;

Thence  $S 66^{\circ} 11' 14'' W$ , 22.66 feet to a curve to the left;

Thence along the arc of said curve having a radius of 200.00 feet, through a central angle of  $23^{\circ} 18' 19''$  a distance of 81.35 feet, said arc subtended by a chord which bears  $S 54^{\circ} 32' 04'' W$ , a distance of 80.79 feet;

Thence  $S 42^{\circ} 52' 55'' W$ , 39.41 feet to a curve to the right;

Thence along the arc of said curve having a radius of 400.00 feet, through a central angle of  $05^{\circ} 54' 50''$  a distance of 41.29 feet, said arc subtended by a chord which bears  $S 45^{\circ} 50' 19'' W$ , a distance of 41.27 feet;

Thence  $S 48^{\circ} 47' 44'' W$ , 90.95 feet to the terminus of the said highway project, located in the Northwest One-Quarter Section 15, Township 9 South, Range 31 East of the Mt. Diablo Meridian. Said terminus of the Highway being located South  $01^{\circ} 45' 38''$  West, 24,666.35 feet from the Center-East-West Corner of Section 22 being an axle.

Together with the above described parcels:

The sidelines of said strips to be lengthened or shortened to eliminate any gaps or overlaps and to begin and end at cited lines.

Any and all man-made features, including cut and fill slopes and drainage structures adjacent to and appurtenant to said Highway.

Excepting from the above described parcels:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said County Road. Also, any portion of said easement across Non-National Forest Service Land.

The Highway traverses approximately 6 miles (Parcel 1 - 1.37 mi. & Parcel 2 - 4.62 mi.) of roadway situated upon National Forest System land, encompassing an area of approximately 109 acres (Segment 1 - 25 acres, Segment 2 - 84 acres), more or less, within the right-of-way corridor.

**Basis of Bearing:** The bearing between the West Quarter Corner of Section 22, Township 8S, Range 31E and the C-E-W Corner of Section 22, Township 8S, Range 31E is South 89°41' 6" East.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, Lambert NAD 83, CA Zone 4 (0404).

Monument descriptions:

State plane coordinates for monuments:

NAD 83, California Zone 4 (0404)

West Quarter Corner Section 22  
Township 8S, Range 31E  
Axle

N = 2,334,626.46'    E = 6,686,940.05'

Center -East-West corner of Section 22  
Township 8S, Range 31E  
Axel

N = 2,334,615.64'    E = 6,688,882.12'

SHEET NUMBER	PROJECT
RO	FLAP INY CR2022(1) South Lake Road
CA	

**Begin Project,  
CA FLAP INY CR2022(1)  
Begin Parcel 1  
Station 1+00.00  
N 2,340,768.57  
E 6,683,927.05**

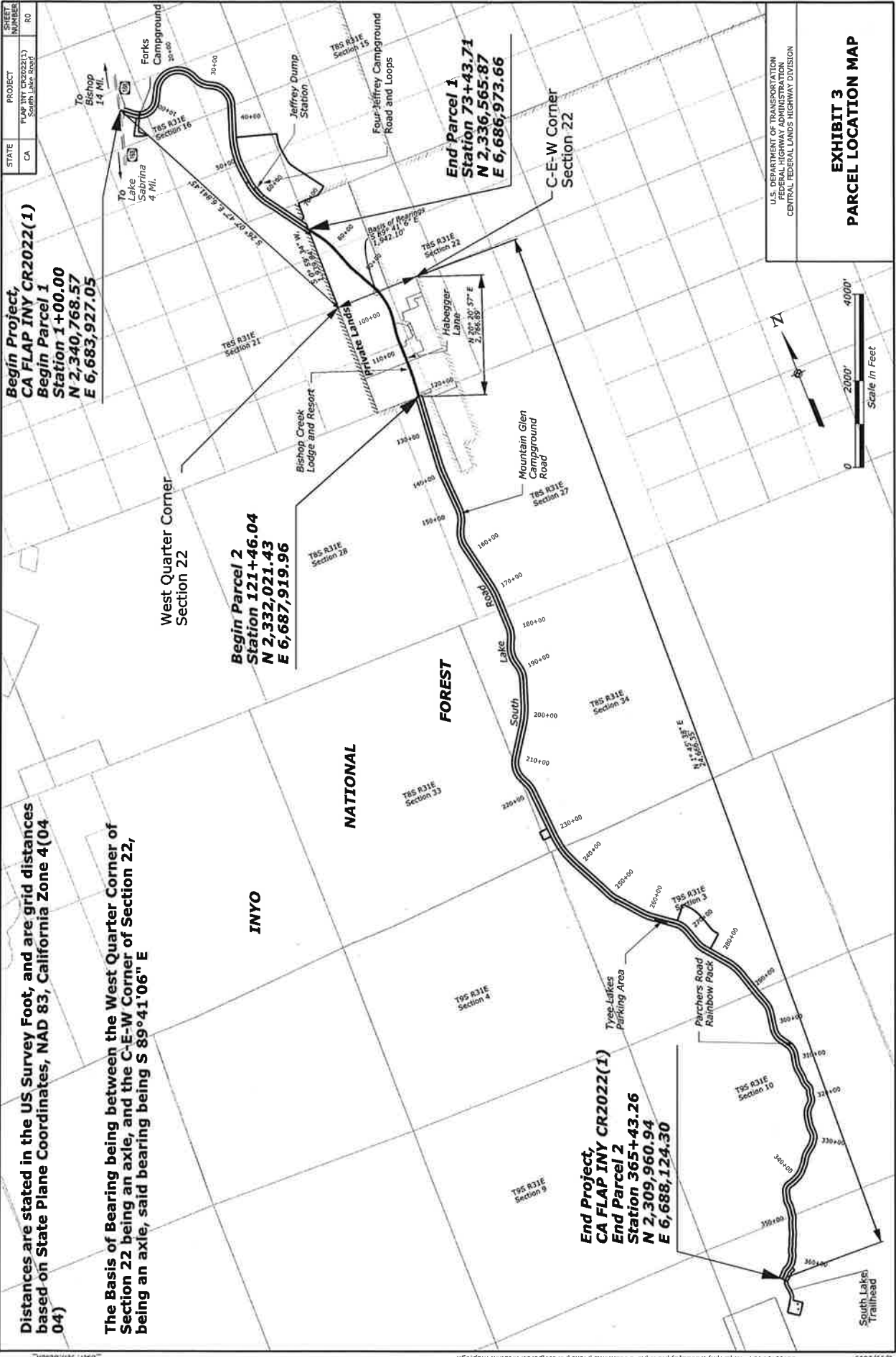
**Begin Parcel 2  
Station 121+46.04  
N 2,332,021.43  
E 6,687,919.96**

**End Parcel 1  
Station 73+43.71  
N 2,336,565.87  
E 6,686,973.66**

**End Project,  
CA FLAP INY CR2022(1)  
End Parcel 2  
Station 365+43.26  
N 2,309,960.94  
E 6,688,124.30**

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, NAD 83, California Zone 4(04)

The Basis of Bearing being between the West Quarter Corner of Section 22 being an axle, and the C-E-W Corner of Section 22, being an axle, said bearing being S 89°41'06" E



U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

**EXHIBIT 3  
PARCEL LOCATION MAP**



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Greg Waters

**SUBJECT:** Resolution and Notice of Completion for the Birchim Lane Overlay Project.

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2019-49, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Birchim Lane Overlay Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Qualcon Contractors Inc., recently completed work on the Birchim Lane Overlay Project. On September 26th, 2019, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. The final construction contract amount (not including construction engineering/inspection) is \$452,872.00.

Accordingly, the Director is requesting that your Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Birchim Lane Overlay Project was necessary to improve an existing road to provide an acceptable detour route to the 40 Acres subdivision during the period of time the North Round Valley Bridge was undergoing repairs. Your Board awarded the construction contract for the Birchim Lane Overlay Project to Qualcon Contractors, Inc. at the Board Meeting on June 25th, 2019.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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 as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor

**FINANCING:**

This project is funded by the California Office of Emergency Services and the RMRA (Previously SB-1 Gas Tax) At the June 25<sup>th</sup>, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the Birchim Lane Overlay Project to Qualcon Contractors, Inc. of Minden, Nevada in the amount of \$436,740.00. Costs for this project were paid out of Budget Unit 034600 Road, object code 5719, Birchim Lane.

**ATTACHMENTS:**

1. Notice of Completion and Resolution

**APPROVALS:**

Greg Waters	Created/Initiated - 10/2/2019
Darcy Ellis	Approved - 10/2/2019
Greg Waters	Approved - 10/2/2019
Breanne Nelums	Approved - 10/2/2019
Michael Errante	Approved - 10/2/2019
Marshall Rudolph	Approved - 10/3/2019
Amy Shepherd	Approved - 10/3/2019
Michael Errante	Final Approval - 10/3/2019

**RESOLUTION #2019 -**

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
BIRCHIM LANE OVERLAY PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Birchim Lane Overlay Project has been completed by Qualcon Contractors, Inc. in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Birchim Lane Overlay Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

---

Rick Pucci, Chairperson, Board of Supervisors

**ATTEST:**

Clint Quilter, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

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

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

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 Birchim Lane Overlay Project on the property hereinafter described was completed on September 25, 2019 and was accepted by the Board of Supervisors, County of Inyo on \_\_\_\_\_.
2. The property on which the Birchim Lane Overlay Project has been completed and is located on Birchim Lane, Round Valley, north of Bishop, CA
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 Birchim Lane, Round Valley, north of Bishop, CA
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Birchim Lane Overlay Project, pursuant to contract with the County, is Qualcon Contractors, 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, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the 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 Birchim Lane Overlay 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





# County of Inyo



## Public Works - Road Dept.

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Request authorization to purchase one Caterpillar Inc. Model BRX118 Industrial Brushcutter and one Caterpillar Inc. Model BA25 Angle Broom

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**RECOMMENDED ACTION:**

Request Board approve the purchase of one Caterpillar Inc. Model BRX118 Industrial Brushcutter and one Caterpillar Inc. Model BA25 Angle Broom from Quinn Company of City of Industry, CA in an amount not to exceed \$37,598.82.

**SUMMARY/JUSTIFICATION:**

The Road Department is requesting approval to purchase one Caterpillar BA25 Angle Broom and one Caterpillar BRX118 Industrial Brushcutter, including the associated adapters and appurtenances needed to enable these attachments to work on the Road Department's newly purchased 2018 Caterpillar 918M Wheel Loader. The attachments are necessary for the Road Department's on going road and shoulder maintenance work and will enable operators to quickly switch between attachments as needed using the new wheel loader.

The quote provided by Quinn Company utilizes Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing for Caterpillar equipment (Sourcewell Contract #032119-CAT). The pricing offered through this Sourcewell contract provides the County with a discount of \$5050.50 (15% off list price), which makes the pricing highly competitive to comparable products offered in the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this equipment via the Sourcewell Contract through Quinn Company without soliciting bids.

The Road Department is recommending your Board authorize the purchase of the quoted Caterpillar attachments and associated appurtenances from Quinn Company, to be delivered to the Road Department Maintenance Yard in Independence. The total expense, including delivery and taxes, is not to exceed \$37,598.82.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board approved the purchase of a 2018 Caterpillar Inc. Model 918M Wheel Loader at the October 1st, 2019 Board meeting. The quoted attachments considered in this agenda item will augment that wheel loader's maintenance capabilities.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended as the Road Department is in

need of maintenance equipment and these attachments will be compatible with the newer machinery in the Road Department's fleet.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

The funding for the Industrial Brushcutter and Angle Broom attachments was approved in the FY 19/20 Road Department Budget 034600, Object Code 5650, Equipment.

**ATTACHMENTS:**

1. Quote 918M attachments\_rev1
2. Angle Broom
3. Industrial Brushcutter

**APPROVALS:**

Trevor Taylor	Created/Initiated - 9/24/2019
Darcy Ellis	Approved - 9/25/2019
Trevor Taylor	Approved - 9/25/2019
Breanne Nelums	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Amy Shepherd	Approved - 10/8/2019
Michael Errante	Final Approval - 10/8/2019



Quote 135547-01

September 18, 2019

INYO COUNTY ROAD DEPARTMENT  
PO BOX Q  
INDEPENDENCE  
California  
93526-0616

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Description	Reference No	List Amount
BA25 ANGLE BROOM, HYD , IT,12V	164-8486	\$16,497.00
KIT, ELECTRICAL SWITCH	177-0893	\$643.00
KIT, HOE, COUPLING Q-DISCON	442-9566	\$363.00
HOOK-GP, IT14/28	487-8490	\$625.00
BRUSHCUTTER, BRX118	523-5560	\$15,542.00

List Price, Caterpillar	\$33,670.00
Sourcewell (formerly NJPA) Contract #032119-CAT 15% list	(\$5050.50)
<b>Subtotal Caterpillar</b>	<b>\$28,619.50</b>
Adapter, Cat IT to SSL DX-QC-AD-U	\$4,275.00
Hoses, Brushcutter extension	\$500.00
Case drain installation on machine, for brushcutter	\$1,500.00
<b>Net Balance Due</b>	<b>\$34,894.50</b>
State/Inyo Co (7.75%)	\$2,704.32
<b>After Tax Balance</b>	<b>\$37,598.82</b>

**F.O.B/TERMS**

Bishop CA, net 10

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Tree Ferrell  
208-390-2310  
Machine Sales Representative



# Cat<sup>®</sup> Angle Brooms

WHEEL LOADERS  
BACKHOE LOADERS

## Features:

### Sweeping Versatility

- Angle Brooms are ideal for sweeping parking lots, industrial plants, millyards, airport runways, streets, driveways and lanes.
- Built for use on Wheel Loaders, Integrated Tool Carriers and Backhoe Loaders.

### Quick Change Angling

- Cat<sup>®</sup> Angle Brooms angle either hydraulically or manually – 30° to either side – or can operate in a straight position.
- Using a windrowing action, Angle Brooms move loose debris ahead and to the side of the surface being swept.
- Hydraulic angling option allows operator to control broom angle from the cab. Manual angling brooms can be easily converted to hydraulic angling.

### Durable, Reliable Design

- Motors are protected from dust and debris – yet easily accessible.
- Cat XT<sup>™</sup> -3 ES hoses, couplings and O-ring face seals provide superior leak free performance and reliability. All hoses are wrapped with nylon woven Codura sleeving for added operator protection.
- Broom bearings are maintenance-free for long life.

### Unique Suspension System

- A unique suspension system eliminates the need for support wheels. Brush maintains constant ground pressure through a range of vertical motion from the initial setting.
- Parking supports provide stable and secure parking of the broom.

### Practical, Convenient Brush Elements

- Brush bristles are made with a combination of polypropylene and wire for durability and long brush life.
- When required, brush elements are quickly and easily replaced.

### Options

- An optional water sprinkler kit is available for dust suppression.
- For certain situations, brushes can be replaced with 100% polypropylene bristles.

## Angle Broom/Wheel Loader and Backhoe Loader Compatibility

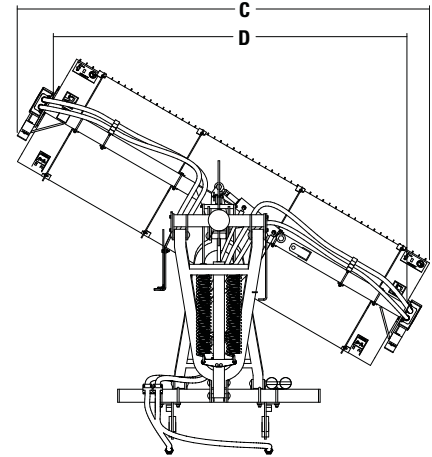
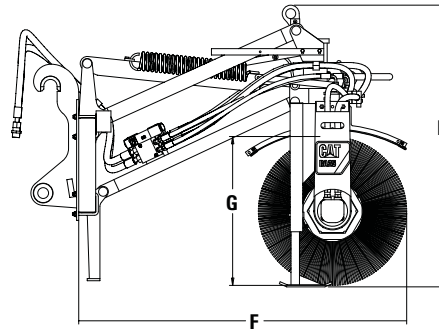
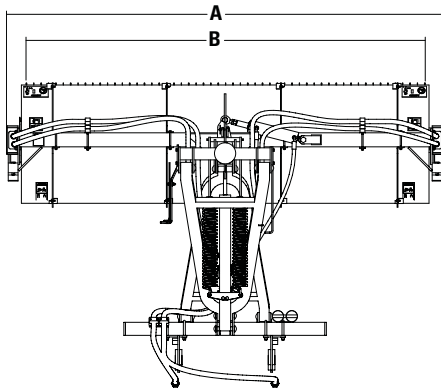
Model	Machines
BA22	906K, 907K, 908K, 906M, 907M, 908M
BA25	415F2, 416F2, 420F2, 430F2, 432F2, 444F2, 450F, 910K, 914K, 924K, 930K, 938K, 926M, 930M, 938M
BA30	938K, 938M, 950M, 962M

Machine model availability and attachment vary by region. Please contact your local dealer for availability.



# Cat® Angle Brooms

## Angle Broom Specifications



			BA22		BA25		BA30	
Weight (hydraulic angle)	kg	(lb)	386	(850)	460	(1,014)	499	(1,100)
Weight (manual angle)	kg	(lb)	N/A	N/A	428	(944)	467	(1,030)
<b>A</b> Overall Width, Straight	mm	(in)	2400	(94.5)	2700	(106.3)	3200	(126)
<b>B</b> Sweeping Width, Straight	mm	(in)	2200	(86.6)	2500	(98.4)	3000	(118)
<b>C</b> Overall Width, Angled $\pm 30^\circ$	mm	(in)	2186	(86.1)	2434	(95.8)	2909	(114.5)
<b>D</b> Sweeping Width, Angled $\pm 30^\circ$	mm	(in)	1900	(74.8)	2165	(85.2)	2600	(102)
<b>E</b> Height	mm	(in)	1300	(51.2)	1300	(51.2)	1579	(62.2)
<b>F</b> Length	mm	(in)	2200	(86.6)	2300	(90.5)	2350.7	(92.5)
<b>G</b> Brush Diameter	mm	(in)	700	(27.5)	700	(27.5)	915	(36)
Water Capacity (optional)	L	(gal)	400	(100)	600*	(160*)	600	(160)
Optimal Working Speed	km/h	(mph)	4 – 19	(2.5 – 12)	4 – 19	(2.5 – 12)	4 – 19	(2.5 – 12)

\*Water capacity on Backhoe Loader is 400 L (100 gal).

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ7787 (02-2016)  
Replaces GEHQ0183-01





# Cat<sup>®</sup> Industrial Brushcutters

SKID STEER LOADERS

MULTI TERRAIN LOADERS

COMPACT TRACK LOADERS

COMPACT WHEEL LOADERS

Cat<sup>®</sup> Industrial Brushcutters are designed for land management, utilities, site prep and maintenance work for brush, small trees, and dense vegetation. These machine and work tool combinations are designed to bring unparalleled speed and productivity for clearing overgrowth from highway medians, utility easements and for initial land clearing for housing, parks, and recreational areas. The Industrial Brushcutter has been developed to withstand rugged clearing applications and provide cutting capability up to 200 mm (8 in) diameter material.

## Features:

### Fully balanced blade carrier

- Fully balanced blade carrier holds four blades to prevent unnecessary vibration.
- Blade carrier weighing 409 kg (900 lb) provides unmatched blade inertia. High inertia energy allows blades to swing through dense brush.

### Hardened reversible blades

- Hardened reversible blades provide aggressive cutting of material and deliver high performance and durability.
- Blades are attached to blade carrier with three bolts that can easily be torqued from an access panel on the top of frame.

### Anti-cavitation valve

- Anti-cavitation valve protects vital motor components improving tool life and ensuring adequate machine and work tool performance.

### Integrated accumulator

- Integrated accumulator in hydraulic system works in conjunction with the anti-cavitation valve to reduce pressure spikes to the drive motor. On shut-down, the accumulator discharges oil to the motor to slowly spin down the drivetrain. This reduces noise emitted by the motor and the cavitation.

### Heavy-duty skids

- Heavy-duty skids allow easy movement of brushcutter through uneven terrain while maintaining stability of the work tool and machine.

### Reinforced push bar

- Control and guide foliage into blades. Push bar extends beyond blades protecting bystanders.

### Rigid frame and heavy bearing case

- Improved tool life with reinforced corner gussets to provide strength in critical areas and also mulch cut material.
- Heavy Duty bearing case secures blade carrier to the drive system with a series of eight bolts.

### Tuned hydraulic performance

- The Industrial Brushcutter is designed to match with standard flow, high flow XPS, and high flow XHP hydraulics. Each hydraulic platform optimizes recovery time and reduces heat load on the carrier to work in high ambient temperature environments.



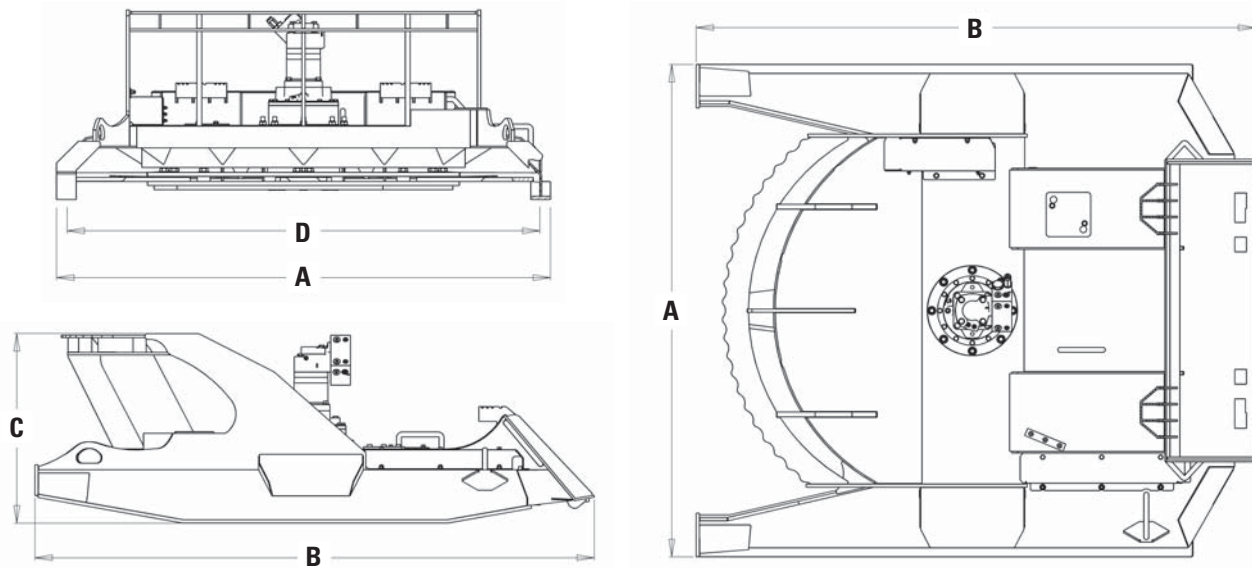
## Compatibility

Model	Machine Compatibility
<b>BRX118</b>	257D, 259D, 262D, 272D2, 272D2 XHP, 277D, 279D, 287D, 289D, 297D2, 297D2 XHP, 299D2, 299D2 XHP, 906K, 907K, 908K, 906M, 907M, 908M
<b>BRX318*</b>	257D, 259D, 262D, 272D2, 272D2 XHP, 277D, 279D, 287D, 289D, 297D2, 297D2 XHP, 299D2, 299D2 XHP, 906K, 907K, 908K, 906M, 907M, 908M
<b>BRX418</b>	272D2 XHP, 297D2 XHP, 299D2 XHP

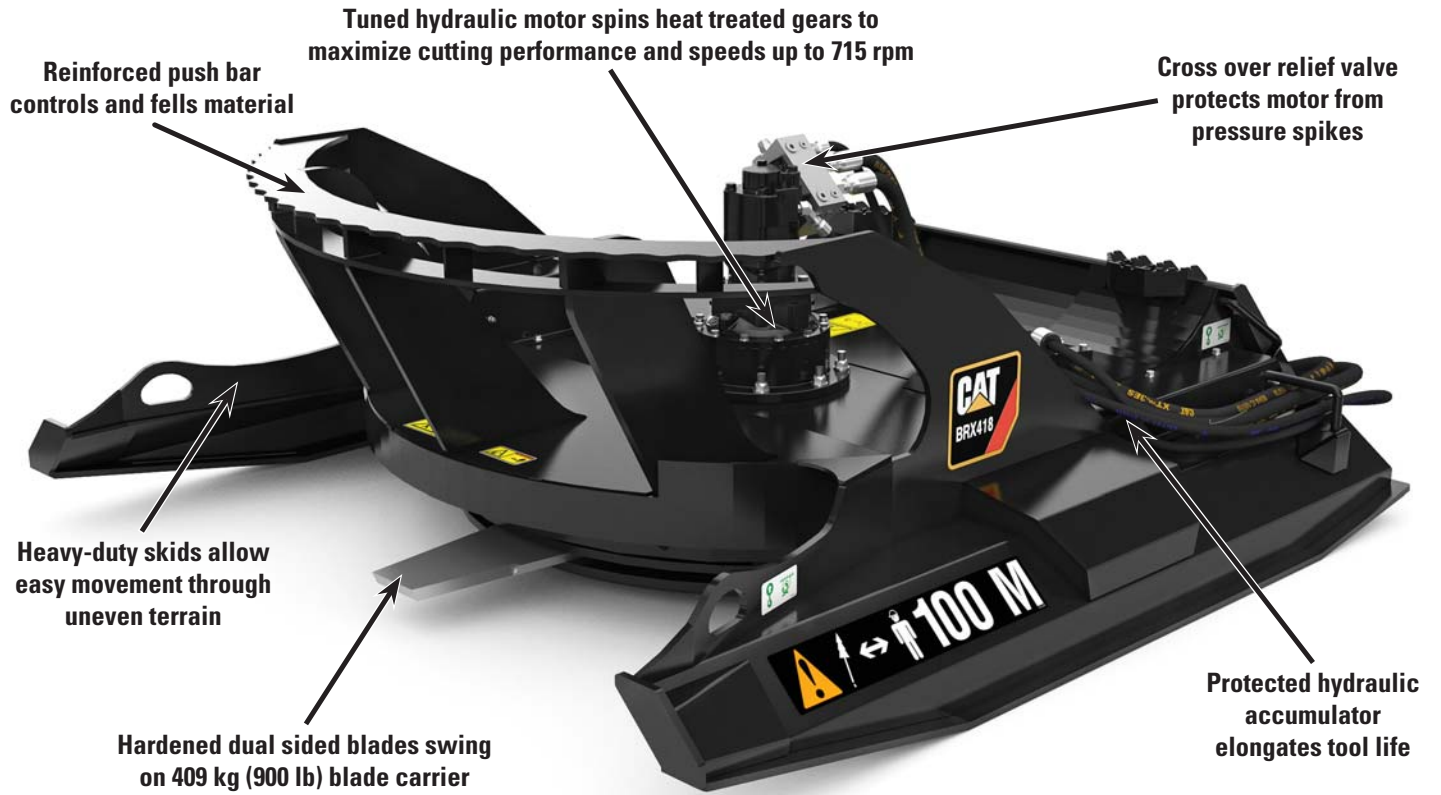
Machine model availability and attachment vary by region. Please consult your local dealer for availability.

\* Requires high flow or high flow XPS option on machine.

## Specifications



			<b>BRX118</b>		<b>BRX318</b>		<b>BRX418</b>	
<b>A</b> Overall width	mm	(in)	1911	(75)	1911	(75)	1911	(75)
<b>B</b> Overall length	mm	(in)	2168	(85)	2168	(85)	2168	(85)
<b>C</b> Overall height	mm	(in)	733	(29)	733	(29)	733	(29)
<b>D</b> Cutting width	mm	(in)	1829	(72)	1829	(72)	1829	(72)
Maximum cutting diameter	mm	(in)	200	(8)	200	(8)	200	(8)
Weight	kg	(lb)	1072	(2,364)	1072	(2,364)	1072	(2,364)
Optimal hydraulic flow	L/min	(gpm)	83	(22)	125	(33)	150	(40)
Optimal hydraulic pressure	bar	(psi)	220	(3,330)	280	(4,061)	280	(4,061)
Cutting head speed	rpm		473		596		715	
Drive shaft torque	N·m	(lbf-ft)	566	(417)	829	(611)	829	(611)





# Cat® Industrial Brushcutters

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

AEHQ8094 (11-2017)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Office of the Sheriff

**SUBJECT:** Request Board authorize issuance of a blanket purchase order to Adamsons Police Products for the purchase of new and replacement law enforcement gear.

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**RECOMMENDED ACTION:**

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$22,000, payable to Adamson Police Products of Los Alamitos, CA for miscellaneous law enforcement gear and increase spending authority to \$35,100 through the end of the fiscal year.

**SUMMARY/JUSTIFICATION:**

Adamson Police Products is a supplier of law enforcement equipment and safety gear including, but not limited to: leather gear, flashlights, batteries, Pepper Ball supplies, and Less Lethal equipment for use by Law Enforcement Personnel. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner. Adamson's has provided us with competitive pricing on high quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Adamson Police Products has been a reliable vendor of high-quality gear for many years. Some items are vendor-specific and we seek to continue to supply our agency with high quality safety gear and ensure continuity of safety equipment and provide it in a timely manner.

The Sheriff's Office is a large agency operating off nearly (20) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement

solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space." In an effort to be compliant with this policy and proactive in our spending efforts, the Sheriff's Office is requesting Board approval of the above blanket purchase order.

The Sheriff's office has also requested a purchase order for bullet proof vests with Adamsons on a separate item in the amount of \$13,100 this fiscal year.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this blanket purchase order. This action is not recommended by staff. This blanket purchase order will ensure we are able to promptly purchase new and replacement safety gear through the remainder of the fiscal year.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Board of Supervisor's  
County Counsel  
Purchasing Office  
Adamsons Police Products

**FINANCING:**

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Sheriff divisions to make these payments.

**ATTACHMENTS:**

**APPROVALS:**

Riannah Reade	Created/Initiated - 10/2/2019
Darcy Ellis	Approved - 10/2/2019
Riannah Reade	Approved - 10/8/2019
Amy Shepherd	Approved - 10/9/2019
Marshall Rudolph	Approved - 10/9/2019
Jeffrey Hollowell	Final Approval - 10/9/2019



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Jeffrey Hollowell

**SUBJECT:** Authorize payment to Governor's Office of Emergency Services of State of California for prior-year invoices in the amount of \$1,152

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**RECOMMENDED ACTION:**

Request Board authorize payment to Governor's Office of Emergency Services of State of California for prior-year invoices in the amount of \$1,152 for Radio Maintenance Service.

**SUMMARY/JUSTIFICATION:**

The County contracts with the state to provide radio maintenance service on the public safety radio repeaters. Repairs are provided on an as needed basis and bills are often received months after service is provided. The invoice for repairs performed in June 2019 was received in the mail in our office September 30, 2019.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The current contract term is from fiscal year 2016-2017 through fiscal year 2021/2022.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could chose not to approve this invoice. The Department does not recommend this action. Refusal of payment for services provided under the contract would violate our contract terms and complicate the County's working relationship with CALOES.

**OTHER AGENCY INVOLVEMENT:**

Auditor's office  
Board of Supervisor's  
County Counsel  
Purchasing Office

**FINANCING:**

Funds for the CALOES Radio Maintenance Agreement are included in the Sheriff General Budget (#022700) Maintenance of Equipment object code (#5171)

**ATTACHMENTS:**

1. 20190409SheriffCalOES RadioMntnceContract
2. CALOES JUN 19 INV\_001

**APPROVALS:**

Riannah Reade

Darcy Ellis

Riannah Reade

Amy Shepherd

Marshall Rudolph

Jeffrey Hollowell

Created/Initiated - 10/2/2019

Approved - 10/2/2019

Approved - 10/8/2019

Approved - 10/8/2019

Approved - 10/9/2019

Final Approval - 10/9/2019

# *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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9<sup>th</sup> day of April 2019 an order was duly made and entered as follows:

*Sheriff – CalOES  
Radio  
Maintenance  
Contract  
Amendment 1*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) request Board approve Amendment No. 1 to the agreement between the County of Inyo and CalOES for the provision of radio maintenance, extending the term of service for three years from July 1, 2016 through June 30, 2022 at the rate of \$21,667 for Fiscal Year 2019-2020, \$21,667 for Fiscal Year 2020-2021, and \$21,666 for Fiscal Year 2021-2022, increasing the total not-to-exceed amount by \$65,000 for a total amount not to exceed \$125,000, contingent upon the Board's approval of future budgets; and B) authorize the Sheriff or designee to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9<sup>th</sup>  
Day of April, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

<b>Routing</b>
CC Purchasing Personnel Auditor X CAO Budget Analyst Other: Sheriff DATE: April 16, 2019



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

For Clerks Use Only

AGENDA NUMBER

21

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** April 9, 2019

**SUBJECT:** Amendment one with CALOES for Radio Maintenance

**DEPARTMENTAL RECOMMENDATION:**

Request the Board

- A. Amend existing schedule of fees with CALOES to increase the monthly payment amount and extend the term of service.
- B. Approve the amendment between the County of Inyo and CALOES for the provision of radio maintenance, extending the term for 3 years, beginning July 1, 2016 through June 30, 2022, at the rate of \$21,667 for FY 19/20, \$21,667 for FY 20/21 and \$21,666 for FY 21/22 increasing the not to exceed amount by \$65,000 for a total not to exceed amount of \$125,000
- C. Authorize the Sheriff or designee to sign the amendment, contingent upon approval of the 2019/2020 and future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The State of California has been handling our maintenance and repair of our radio repeater sites for some time, under various agreements. These repeater sites are imperative to the Sheriff's office for radio communication.

**ALTERNATIVES:**

Deny this amendment and seek other maintenance suppliers. This is not recommended as it is critical to have the repeater working.



**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's office

**FINANCING:**

The cost of this agreement is included in the 2018-2019 Sheriffs' Department requested budget 022700, Object Code 5171 Maintenance of Equipment, and will be included in future budgets, to be encumbered annually.

**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>3/22/19</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>3/27/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/28/19  
(Not to be signed until all approvals are received)



STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER <b>4105-6</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME  
**Inyo County Sheriff's Office**

CONTRACTOR'S NAME  
**California Governor's Office of Emergency Services (Cal OES)**

2. The term of this **July 1, 2016, or upon DGS** through **June 30, 2022**  
 Agreement is **approval, whichever is later**

3. The maximum amount of this **\$125,000.00**  
 Agreement after this amendment is: **One Hundred Twenty Five Thousand Dollars and Zero Cents**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**EXHIBIT A** Statement of Work 3. Contract Amount: Adding funds in the amount of \$65,000 broken down as follows:  
 Maximum Amount: \$60,000  
 Additional Funds: \$65,000  
 Amended Maximum Amount: \$125,000  
 FY 19/20 - \$21,667.00, FY 20/21 - \$21,667.00, FY 21/22 - \$21,666.00

**EXHIBIT A** Statement of Work 6. Term of Agreement: Changing terms as follows:  
 Current Term: 07/01/2016 - 06/30/2019  
 New Term: 07/01/2016 - 06/30/2022

**EXHIBIT A** Statement of Work 7. Notices: Contacts have been updated.



**EXHIBIT B** Budget Detail and Payment Provisions  
 (This Exhibit to be replaced in its entirety)

**EXHIBIT B-1** Service Descriptions & Rates  
 (This Exhibit to be replaced in its entirety)

**EXHIBIT C** General Terms and Conditions  
 (This Exhibit to be replaced in its entirety).

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>CALIFORNIA</b> Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>California Governor's Office of Emergency Services (Cal OES)</b>		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tabitha Stout, Assistant Director of Administrative Services</b>		
ADDRESS <b>3650 Schriever Avenue          Mather, CA 95655</b>		
<b>AGENCY</b>		
AGENCY NAME <b>Inyo County Sheriff's Office</b>		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeff Hollowell, Undersheriff</b>		
ADDRESS <b>PO Drawer S, 550 S. Clay Street          Independence, CA 93526</b>		

Exempt per:

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**EXHIBIT A  
STATEMENT OF WORK**

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***Radio Maintenance Agreement***

**1. CONTRACT DESCRIPTION**

This is an agreement between California Governor's Office of Emergency Services, Public Safety Communications, hereinafter called the State, and Inyo County Sheriff's Office, hereinafter called the Agency.

**2. PURPOSE & SCOPE**

The Agency requests to have the State provide radio maintenance and repair services to the Agency's radio equipment under State Government Code Section 14931 to render service to federal/local political subdivisions. The equipment listed on the attached marked "Exhibit D" will be made a part of this agreement by reference.

**3. CONTRACT AMOUNT**

Agreement will be for a total of ~~\$60,000.00~~ **\$125,000.00** broken down as follows:

- FY 16/17: \$20,000.00
- FY 17/18: \$20,000.00
- FY 18/19: \$20,000.00
- **FY 19/20: \$21,667.00**
- **FY 20/21: \$21,667.00**
- **FY 21/22: \$21,666.00**

**4. THE STATE'S RESPONSIBILITIES**

- a. The State agrees to provide radio maintenance and repair service to Agency on a mutually agreeable schedule. In the event of a conflict between State and Agency service requirements, service to State equipment will have priority;
  - b. The State agrees to perform emergency radio repair services 24/7/365 to Agency equipment listed in Exhibit D;
  - c. The State will issue amendments to this agreement each Fiscal Year to reflect that specific years' Service Descriptions & Rates (Exhibit B-1) as soon as they are published and available;
  - d. The State agrees preventive maintenance will be performed annually or on an agreed upon schedule. Agency will be notified in advance prior to turning off any operation equipment as necessary to perform maintenance and or repairs. State will replace parts as necessary,
-

and bill costs to the Agency;

- e. State will perform equipment repairs required due to accidents or acts of nature, equipment modification, installation, and other work not within the category of normal maintenance upon request of Agency, State will work with Agency on pricing of repair;
- f. State will provide radio system engineering services to Agency. Engineering services include systems and equipment design engineering, specification preparation and review, and equipment evaluation and testing. Engineering services will be provided on an individual basis upon written request by Agency. A written estimate of costs for such engineering service will be provided by State to Agency prior to proceeding with any work.

#### **5. THE AGENCY'S RESPONSIBILITIES**

- a. Agency agrees to provide to State an accounting of all radio equipment to be maintained and serviced along with instruction manuals and schematics to its system equipment. Exhibit D is required annually for recurring maintenance of Agency equipment.
- b. Agency agrees to be responsible for establishing a method for verifying charges made and invoiced by State;
- c. Agency agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance on this agreement.

#### **6. TERM OF AGREEMENT**

The term of this agreement will be 7/01/2016 through ~~6/30/2019~~ 06/30/2022.

#### **7. NOTICES**

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address as set below unless changed from time to time, in which event each party shall notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the address listed on the following page:

The technical representative during the term of this Agreement will be:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Name: Inyo County Sheriff's Office
Attn: <del>Joni Hamblin</del> <del>Jacob Gomez</del>	Attn: <del>Janis Odum</del> Jeff Hollowell
Phone: <del>(916) 657-9173</del> (916) 657-9695	Phone: <del>(760) 878-0326</del> (760) 878-0327 Fax: <del>(760) 878-0389</del> (760) 878-0389
E-mail: <del>Joni.Hamblin@caloes.ca.gov</del> <del>Jacob.Gomez@caloes.ca.gov</del>	Email: <del>Jodum@inyocounty.us</del> <del>jhollowell@inyocounty.us</del>

Contract inquiries should be addressed to:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Name: Inyo County Sheriff Department
Attn: <del>Nicole Finch</del> Jodi Lopez	Attn: Jeff Hollowell
Address: 3650 Schriever Avenue Mather, CA 95655	Address: P.O. Drawer S 550 S. Clay Street, Independence, CA 93526
Phone: <del>(916) 845-8164</del> <del>(916) 845-8307</del>	Phone: (760) 878-0327
Fax: (916) 845-8303	Fax : (760) 878-0389
E-mail: <del>Nicole.Adams@caloes.ca.gov</del> <del>Jodi.Lopez@caloes.ca.gov</del>	E-mail: <del>jhollowell@inyocounty.us</del>

## 8. AMENDMENTS

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the California Governor's Office of Emergency Services and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

## 9. TERMINATION PROVISIONS

The State may exercise its option to terminate this Agreement at any time with 30 calendar days prior written notice. If at such time the Agreement terminates, the State and Agency will mutually agree upon any pro-rated monthly reimbursement cost due to the State for services rendered.

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Costs for hourly maintenance services to be provided by the State shall be fully reimbursed by the Agency at an hourly rate. The Agency agrees to pay to the State, upon receipt of an invoice, the State's current Fiscal Year rate per hour for radio maintenance and engineering services. Travel to and from site of service will be at the above hourly rate. Emergency overtime calls for repair services after normal STATE working hours and on official STATE holidays will be at the Emergency hourly rate with a minimum four-hour charge. Parts necessary to repair the Agency's equipment will be billed separately from hourly services at the State's cost to procure the parts. Invoices will be presented monthly as necessary. The State will invoice the Agency on a monthly basis in arrears for actual work performed.
  2. Yearly costs for Annual Maintenance Service Program (AMSP) are based on the Agency's three-year average of repair hours for equipment covered by the program. AMSP costs include travel, emergency overtime, and parts necessary for repair of the Agency's equipment. The Agency will be billed one-twelfth of the yearly cost each month.
  3. The Agency is required to schedule invoices for payment to State no later than 15 days after receipt of invoice. If errors are found in the invoice or the Agency disputes invoice charges or services rendered, the State is to be notified immediately. Partial payment of an invoice without the State's approval is not allowed. Failure to comply with the State's payment policy as outlined above may result in cancellation of this agreement.
  4. The State reserves the right to review the hourly rate on July 1 of each year, and will be allowed to increase or decrease the rate, as a result of the review, throughout the term of the agreement.
  5. The State will provide their Service Descriptions and Rates sheet and AMSP costs at the beginning of each Fiscal Year after rates are determined. Exhibit B-1 provides the Fiscal Year 2018/19 Service Descriptions and Rates sheet.
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**EXHIBIT B-1**  
**SERVICE DESCRIPTIONS & RATES**

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**Office of Emergency Services**  
**Public Safety Communications**

**Service Descriptions**

**FY 2018-19**

**Project Services**

Charges for specific projects performed by PSC. Projects may include project management; engineering, planning and design for new or existing public safety communications systems, towers and antennas, vehicle or hand-held radios; site and coverage surveys, FCC licensing and frequency coordination, technical specification preparation, equipment evaluation/testing; rebuilding communications hardware/software; equipment installation, modification or relocation; and programming radio equipment. Charges include labor and travel for engineers, technicians, project managers and technical staff, and costs for purchasing equipment and materials, or contracting for services.

Engineer \$171.00 per hour  
Project Mgmt./Technical  
Staff \$154.00 per hour  
Technician \$144.00 per hour

**System Assistance/Consulting**

Charges for planning, consulting and assisting agencies in the development of specific communication programs or projects. Charges include labor for engineers, project managers and technical staff.

Engineer \$171.00 per hour  
Project Mgmt./Technical  
Staff \$154.00 per hour

**Microwave Services**

Charges for Microwave Transmission Service (voice circuits), Public Safety Switching Network Service (green phone), and Digital Circuit Service (digital circuits). Charges are based on the type of circuit and the number of circuits used. In addition, both voice and digital circuits are charged mileage between relay points and the respective service points, and have a charge for each terminal point (customer interface).

Estimates available upon  
request

**Annual Maintenance Services**

Charges to clients for repair and maintenance of communications equipment covered by the program, including travel, emergency callout, and replacement parts

Fixed rate based on 3-year  
average of Agency repair &  
maintenance hours.

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**Equipment Repair, Maintenance and Installation Services**

Technician labor and travel charges for equipment that is not covered by annual maintenance services. Call-back for emergency repairs or troubleshooting after normal working hours, weekends and holidays has a minimum four-hour charge per Department of Personnel Administration Rule 599.708. Repair parts are not included and are charged separately. \$144.00 per hour

**California Multiple Agency Radio System (CMARS)**

Charges for use of a statewide network of mobile relay stations operating in the 800 MHz public safety radio spectrum. The system provides coverage along major traffic arteries throughout California and within densely populated areas such as Sacramento, San Francisco, Los Angeles and San Diego. \$16.50 per radio per month

**Contracted Mobile Radio Equipment Installation/Removal Services**

Charges for installation and/or removal of mobile radios and related equipment under contracts administered by OES/PSC. PSC approval is required to use contracted services and agencies are charged the contractor's flat rate based on the type of equipment. Contracts also include a flat rate for travel based on mileage and an hourly rate for non-standard installations/removals or special equipment. Estimates available upon request

**PSC Mobile Radio Equipment Installation/Removal Services**

Charges for installation and/or removal of mobile radios and related equipment by PSC technicians at a flat rate based on type of equipment. Travel has a flat rate based on mileage, and there is an hourly rate for non-standard installations/removals or special equipment. Estimates available upon request

**Vault Services**

Lease/rent charges to install and operate radio communications and associated equipment in a radio vault controlled by OES/PSC. Estimates available upon request

**Equipment Storage Services**

Charges for the storage of an agency's radio communications equipment, parts or materials in PSC's warehouse when items have been stored more than two years and there is not an active telecommunications project underway. Rates are based on cubic feet or palletized storage. Estimates available upon request

*For additional information, contact Public Safety Communications at (916) 657-9405.*

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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The General Terms and Conditions (GTCs) 04/2017 are hereby incorporated by reference and can be accessed by visiting the following link:

Non-IT Services:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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**EXHIBIT A**  
**STATEMENT OF WORK**

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***Radio Maintenance Agreement***

**1. CONTRACT DESCRIPTION**

This is an agreement between California Governor's Office of Emergency Services, Public Safety Communications, hereinafter called the State, and Inyo County Sheriff's Office, hereinafter called the Agency.

**2. PURPOSE & SCOPE**

The Agency requests to have the State provide radio maintenance and repair services to the Agency's radio equipment under State Government Code Section 14931 to render service to federal/local political subdivisions. The equipment listed on the attached marked "Exhibit D" will be made a part of this agreement by reference.

**3. CONTRACT AMOUNT**

Agreement will be for a total of \$60,000.00 broken down as follows:

- FY 16/17: \$20,000.00
- FY 17/18: \$20,000.00
- FY 18/19: \$20,000.00

**4. THE STATE'S RESPONSIBILITIES**

- a. The State agrees to provide radio maintenance and repair service to Agency on a mutually agreeable schedule. In the event of a conflict between State and Agency service requirements, service to State equipment will have priority;
  - b. The State agrees to perform emergency radio repair services 24/7/365 to Agency equipment listed in Exhibit D;
  - c. The State will issue amendments to this agreement each Fiscal Year to reflect that specific years' Service Descriptions & Rates (Exhibit B-1) as soon as they are published and available;
  - d. The State agrees preventive maintenance will be performed annually or on an agreed upon schedule. Agency will be notified in advance prior to turning off any operation equipment as necessary to perform maintenance and or
-

- repairs. State will replace parts as necessary, and bill costs to the Agency;
- e. State will perform equipment repairs required due to accidents or acts of nature, equipment modification, installation, and other work not within the category of normal maintenance upon request of Agency, State will work with Agency on pricing of repair;
  - f. State will provide radio system engineering services to Agency. Engineering services include systems and equipment design engineering, specification preparation and review, and equipment evaluation and testing. Engineering services will be provided on an individual basis upon written request by Agency. A written estimate of costs for such engineering service will be provided by State to Agency prior to proceeding with any work.

#### **5. THE AGENCY'S RESPONSIBILITIES**

- a. Agency agrees to provide to State an accounting of all radio equipment to be maintained and serviced along with instruction manuals and schematics to its system equipment. Exhibit D is required annually for recurring maintenance of Agency equipment.
- b. Agency agrees to be responsible for establishing a method for verifying charges made and invoiced by State;
- c. Agency agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance on this agreement.

#### **6. TERM OF AGREEMENT**

The term of this agreement will be 7/01/2016 through 6/30/2019.

#### **7. NOTICES**

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address as set below unless changed from time to time, in which event each party shall notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the address listed on the following page:

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The technical representative during the term of this Agreement will be:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Inyo County Sheriff's Office
Attn: Joni Hamblin	Name: Janis Odum
Phone: (916) 657-9173	Phone: (760) 878-0326 Fax: (760) 878-0389
E-mail: <a href="mailto:Joni.Hamblin@caloes.ca.gov">Joni.Hamblin@caloes.ca.gov</a>	Email: <a href="mailto:Jodum@inyocounty.us">Jodum@inyocounty.us</a>

Contract inquiries should be addressed to:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Company Name: Inyo County Sheriff Department
Attn: Nicole Finch	Attn: Jeff Hollowell
Address: 3650 Schriever Avenue Mather, CA 95655	Address : P.O. Drawer S 550 S. Clay Street, Independence, CA 93526
Phone: (916) 845-8164	Phone: (760) 878-0327
Fax: (916) 845-8303	(760) 878-0389
E-mail: <a href="mailto:Nicole.Adams@caloes.ca.gov">Nicole.Adams@caloes.ca.gov</a>	E-mail: <a href="mailto:jhallowell@inyocounty.us">jhallowell@inyocounty.us</a>

## 8. AMENDMENTS

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the California Governor's Office of Emergency Services and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

## 9. TERMINATION PROVISIONS

The State may exercise its option to terminate this Agreement at any time with 30 calendar days prior written notice. If at such time the Agreement terminates, the State and Agency will mutually agree upon any pro-rated monthly reimbursement cost due to the State for services rendered.

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Costs for maintenance services to be provided by STATE shall be fully reimbursed by AGENCY at an hourly rate. AGENCY agrees to pay to the STATE, upon receipt of an invoice, STATE's current Fiscal Year rate per hour for radio maintenance and engineering services; AGENCY will pay for services as they are actually rendered. Travel to and from site of service will be at the above hourly rate. Emergency overtime calls for repair services after normal STATE working hours and on official STATE holidays will be at the above hourly rate with a minimum four-hour charge. Parts necessary to repair AGENCY equipment will be billed separately from hourly services at the STATE's cost to procure the parts. Invoices will be presented monthly as necessary.
  2. The STATE will invoice AGENCY on a monthly basis in arrears for actual work performed. AGENCY is required to schedule invoices for payment to the STATE no later than 15 days after receipt of invoice. If errors are found in the invoice or AGENCY disputes invoice charges or services rendered, STATE is to be notified immediately. Partial payment of an invoice without STATE's approval is not allowed. Failure to comply with the STATE's payment policy as outlined above may result in cancellation of this agreement.
  3. The State reserves the right to review the hourly rate on July 1 of each year, and will be allowed to increase or decrease the rate, as a result of the review, throughout the term of the agreement.
  4. The State will provide their Service Descriptions and Rates sheet at the beginning of each Fiscal Year after rates are determined. Exhibit B-1 provides the Fiscal Year 2015/16 Service Descriptions and Rates sheet.
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**EXHIBIT B-1**  
**SERVICE DESCRIPTIONS & RATES**

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California Governor's Office of Emergency Services  
Public Safety Communications

**Service Descriptions & Rates**

FY 2015-16

**Radio Engineering Services:**

\$145.00 per hour

Radio engineering services associated with a new or existing Public Safety and Public Service communication system includes system planning and design, site and coverage surveys, FCC licensing and frequency coordination, technical specification preparation, equipment evaluation and testing, project management, installation, and modification engineering. Travel time associated with engineering work is charged at the hourly rate. Equipment and parts are additional.

**Radio Maintenance Services:**

Equipment Installation and Modification:

\$122.00 per hour

Installation, modification, and relocation of radio and related equipment at Agency facilities during normal business hours. Travel time is charged at the hourly rate. Parts are additional.

Depot Repairs

\$122.00 per hour

Handheld/mobile radio equipment is delivered and picked up by Agency at PSC Depot facilities. If requested, arrangements may be made for PSC pickup and/or delivery; however, shipping charges will apply.

Annual Maintenance Service Program (Fixed Rate):

Estimates available  
upon request

The program covers all breakdown repair and preventive maintenance for equipment covered by the program, including travel, emergency call-back and parts for a fixed annual rate. The fixed rate is based on a 3-year average of repair hours for individual agencies covered by the program.

Mobile Radio Equipment Installation/Removal (Flat Rate):

Estimates available  
upon request

Installation, removal and modification of mobile radios, undercover installations, Code 3 installations and related equipment. Travel time is charged at a flat rate.

Emergency Repair/Installation (Hourly Rate):

\$122.00 per hour

Technician call-back for emergency repairs or installation activities after normal working hours, weekends and holidays. Travel time is charged at the hourly rate. Parts are additional. (Minimum four hours charged per Department of Personnel Administration Rule 599.708.)

*For additional information, contact the Public Safety Communications at (916) 657-9405.*

Updated 10/07/2015

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS – INTERAGENCY AGREEMENTS (GIA-610)**

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[www.documents.dgs.ca.gov/ols/GIA-610.doc](http://www.documents.dgs.ca.gov/ols/GIA-610.doc)



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**EXHIBIT D**  
**EQUIPMENT LIST**


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## LIST of EQUIPMENT TO BE MAINTAINED

Attached is TDM 3415.2.2 (Equipment Code definitions) for assistance in determining equipment types and code abbreviations.

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	SILVER PEAK/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	SILVER PEAK/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	MAZOURKA PEAK/ SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	MAZOURKA PEAK/ SHERIFF
	Motorola UHF Quantar Link Radio	-0-	-0-	Quantity - 4	CERRO GORDO/INYO SHERIFF
	Motorola UHF Duplexer	PD696SR22	-0-	Quantity - 4	CERRO GORDO/INYO SHERIFF
	Motorola VHF Quantar Repeater	-0-	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF
	Communication Specialist TP38	-0-	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF

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**EXHIBIT D  
EQUIPMENT LIST (continued)**

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola UHF Quantar Link Radio	-0-	-0-	Quantity - 2	ROGERS PEAK/ INYO SHERIFF
	Motorola Quantar VHF Control Station	-0-	-0-	Quantity -2-	ROGERS PEAK/ INYO SHERIFF
	Motorola VHF Quantar Repeater	T5365A	-0-	Quantity - 1	ROGERS PEAK/ INYO SHERIFF
	Motorola UHF Duplexer	PD696SR22	-0-	Quantity -2-	ROGERS PEAK/ INYO SHERIFF
	Motorola VHF Duplexer	Q202GC-UHF	-0-	Quantity - 1	ROGERS PEAK/ INYO SHERIFF
	Communication Specialist TP38	-0-	-0-	Quantity - 2	ROGERS PEAK/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	EL PASO/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	EL PASO/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 1	TECOPA/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 1	TECOPA/ INYO SHERIFF

**EXHIBIT D  
EQUIPMENT LIST (continued)**

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola VHF Spectra Base Consolettes	-0-	-0-	Quantity - 9	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola Low Band Spectra Base Consolette	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola UHF Quantar Control Stations	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola VHF Quantar Control Stations	-0-	-0-	Quantity - 3	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola Centracom Gold Console Positions with one main frame	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Spectracom GPS receiver	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola MCS 2000 Base Stations	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola MCS2500 Desk Set	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Communication Specialist TP38	-0-	-0-	Quantity - 4	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF

rec'd 9/30 19/20

State of California

Governor's Office of Emergency Services, Public Safety Communications  
Radio Maintenance Services  
Public Safety Communications Revolving Fund

BILL CODE	CUSTOMER NAME AND ADDRESS	INVOICE DATE	INVOICE NO.
J3387	COUNTY OF INYO	Mo Day Yr	P181912XJ3387
	SHERIFF'S OFFICE	7/12/2019	
	PO BOX S		
	INDEPENDENCE CA 93526		

Service Period: June 2019

Total Project Costs	\$0.00
Total Fixed Cost Projects	0.00
Contracted Installation/Removal Costs	0.00
Parts/Contracts Other Costs	0.00
Radio Maintenance-Hourly Costs	1,152.00
Radio Maintenance-Annual Maintenance Costs	0.00
System Service	0.00
Microwave Total Costs	0.00
Credits/Refunds	0.00
<b>TOTAL</b>	<b>\$1,152.00</b>

Cost breakdowns attached on subsequent pages

THIS INVOICE MUST BE PAID IN FULL. IF THERE ARE ANY QUESTIONS CONCERNING THIS INVOICE, PLEASE CONTACT  
CAL-OES, PUBLIC SAFETY COMMUNICATIONS, AT (916) 657-6188

CUT HERE

Please return this portion with payment.

PUBLIC SAFETY COMMUNICATIONS REVOLVING FUND

MAKE CHECK PAYABLE TO: STATE OF CALIFORNIA, GOVERNOR'S OFFICE OF EMERGENCY SERVICES

MAIL TO:

ATTN: ACCOUNTING BRANCH  
3650 SCHRIEVER AVENUE  
MATHER, CA. 95655-4203

PLEASE PAY THIS AMOUNT	AMOUNT PAID
\$1,152.00	
INVOICE DATE	INVOICE NO.
7/12/2019	P181912XJ3387

ACCOUNT NUMBER	CUSTOMER NAME
J3387	COUNTY OF INYO

**Governor's Office of Emergency Services, Public Safety Communications**

Invoice Billing Details for June 2019

Agency - INY

Billing Code - J3387

**Contracted Installations and Removals**

Com213	Cost
None	0.00

**Install/Removal Subtotal** \$0.00

**Radio Maintenance - Hourly**

Equip code	Description	Cost
CC	COMMUNICATIONS CONSOLE	\$1,152.00

**Radio Maintenance Subtotal** \$1,152.00

**Other Costs**

Com207	Cost	Transaction
None	0.00	

**Other Costs Subtotal** \$0.00

**Annual Maintenance Cost Subtotal** \$0.00

**System Service**

**System Service Subtotal** \$0.00

**Microwave Costs**

**Microwave Costs Subtotal** \$0.00

**Credits/Refunds**

Description	Refund
None	0.00

**Credits/ Refunds Subtotal** \$0.00

**Fixed Cost**

**Fixed Cost Subtotal** \$0.00

**Projects Cost**

**Projects Cost Subtotal** \$0.00

Agency: INY      Billcode: J3387

**INVOICE TOTAL** \$1,152.00



# County of Inyo



## County Administrator - Economic Development

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:**

**SUBJECT:** Presentation/Update from The Ferguson Group

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**RECOMMENDED ACTION:**

Request Board receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.

**SUMMARY/JUSTIFICATION:**

Inyo County employs the services of The Ferguson Group, who specialize in representing public and private entities in Washington D.C. in a wide array of capacities including federal funding, grants, as well as legislative and regulatory issues. Kristi More of The Ferguson Group will be providing the Board with a brief update on legislative issues relevant to Inyo County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Miquela Beall

Created/Initiated - 10/8/2019

Darcy Ellis  
Miquela Beall  
Leslie Chapman

Approved - 10/8/2019  
Approved - 10/8/2019  
Final Approval - 10/10/2019



# County of Inyo



## County Administrator - Advertising County Resources

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Leslie Chapman, Jon Klusmire

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board approve changes to the Community Project Sponsorship Program Grant Guidelines.

**SUMMARY/JUSTIFICATION:**

The Community Project Sponsorship Program (CPSP) was created 12 years ago to replace direct, lump-sum payments to five Inyo County Chambers of Commerce (Bishop, Big Pine, Independence, Lone Pine, and Death Valley). Since then, the program has expanded to include all Inyo County based non-profit organizations. County funding can be used to fund events, advertising, brochures, general expenses, and staff costs. Over the years, the CPSP has seen numerous changes to its structure and processes. The most recent was in 2016 when three separate grant categories were created: Non-Competitive Grants; Non-Competitive Fishing Derby Grants; and Competitive Yearly Grants. These proposed changes will retain the three grant categories while streamlining the program to make it more user friendly for grant recipients.

In simplest terms, these changes are geared to reduce the amount of paperwork required to be provided by the grant recipients; simplify payment of grant funds; reduce the amount of time spent by county personnel to review, process and complete each of the roughly 20 annual CPSP grants; continue to provide an open, accessible accounting of all grants; and continue to protect the county from liability exposure and other legal risks.

Before introducing specific changes, it is important to mention that many aspects of this program are proposed to stay the same.

- There will still be three categories of grants and both the Line Item Grant and Fishing Derby Grant procedures will stay the same.
- With the exception of some formatting changes and edits for clarity, the eligibility criteria stay the same.
- The competitive grant review process also remains the same, with a citizen panel reviewing and scoring the grant applications. The review criteria were determined to be working well and therefore, with the exception of some language clean-up, no changes are proposed. Once the committee completes the selection process, it will present its findings to the Board of Supervisors; contracts will be executed and signed by the CAO. Staff is proposing some significant procedural changes after the contracts are fully executed including:
  - 100% of the grant funds be eligible for distribution after the contracted is executed and before the event. The existing process seems overly onerous for the size of the grants which typically range from \$1,000 to \$7,500.



Currently, 50 percent of a CPSP grant, or 75 percent for Fishing Derbies, is paid when contracts are fully executed. The final payment requires Board approval after the grant recipient presents invoices or other proof of payment to show grant funds were expended appropriately. This multi-step process involves numerous departments including Risk Management, County Counsel, Auditor-Controller, the CAO and the Board of Supervisors.

- To reduce the risk created by paying grantees in advance, staff proposes that the county retain “the right to audit” the financial documents of grant recipients. If county staff determines the grant funds were not used for their intended purpose stated in the grant application, the organization will be asked to return the grant money to the County and it will be barred from receiving future CPSP funding grant money to the County.
- When the event or program has concluded, each recipient will be required to do a short report, oral report to the Board describing the event and discussing its benefits to the community. This report will be required before the grantee will be eligible for future funding.

In addition to the changes mentioned above, an effort was made to shorten and clean up language that seemed repetitive or superfluous. Additionally, references to specific dollar amounts were removed based on the philosophy that appropriations are better considered during the budget process.

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

As noted above, the CPSP was created in 2007 to provide a mechanism for Inyo County to financially support programs and events geared to both visitors and residents. Grant applications were submitted by non-profit organizations and rated by a citizen panel, with final approval from the BOS. Specific contracts and other CPSP-related documents were created by county staff to administer the grant program. As the program evolved, it was modified in numerous ways. Those changes were primarily procedural in nature, while retaining the basic outline of the program.

The most significant changes were approved in 2016. That action created the three separate grant categories now in use: Non-Competitive Grants; Non-Competitive Fishing Derby Grants; and Competitive Yearly Grants. In addition, funding in the overall Advertising County Resources budget was earmarked for Regional Fishing Promotion and the Fishing Season Opening Press Reception.

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

The Board could choose to retain the current guidelines and structure of the CPSP grant program. The Board could also approve some, but not all of the proposed changes to the program.

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

County Counsel, Risk Management, and Auditor-Controller review all contracts.

#### **FINANCING:**

Changing the CPSP Guidelines will not impact the Advertising County Resources Budget.

#### **ATTACHMENTS:**

1. CPSP DRAFT GUIDELINES 2019

#### **APPROVALS:**

Leslie Chapman  
Darcy Ellis

Created/Initiated - 10/7/2019  
Approved - 10/8/2019

Leslie Chapman  
Sue Dishion  
Amy Shepherd  
Marshall Rudolph

Approved - 10/10/2019  
Approved - 10/10/2019  
Approved - 10/10/2019  
Final Approval - 10/10/2019



## **COMMUNITY PROJECT SPONSORSHIP PROGRAM GUIDELINES**

### **Overview**

The Community Project Sponsorship Program (CPSP) provides an opportunity for the County of Inyo to sponsor, in the form of financial contributions, specific events or projects undertaken by non-profit organizations in Inyo County communities that enhance visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County.

### **Funding**

Each year, as part of the County Budget process, the Board of Supervisors appropriates the amount of funding available for the CPSP. Applications for CPSP funding will only be considered after the County Budget is adopted. (Typically in September or October)

Commensurate with available funds, there are three components of the CPSP for which funding will be allocated: Line Item Grants, Fishing Promotion, and Competitive Grants.

After the County Budget is adopted, applications will be solicited and grants will be awarded for competitive grants to fund events or projects that will occur in the coming calendar year (January to December).

The CPSP is intended to provide funding, in the form of a County sponsorship, for a specific event or project. Accordingly, it should be considered one-time funding. Annual events or reoccurring projects are eligible to submit CPSP applications in consecutive years, but there is no assurance of receiving on-going funding.

Grant funding must be applied for, and awarded by Inyo County in advance of the event or project (or component thereof) for which financial assistance is sought. Funding is not available to pay for costs that have already been incurred by the applicant before the grant funding is awarded.

The maximum amount of any single grant award made through the CPSP is \$10,000.

## **Application Period for Competitive Grants**

Applications for the CPSP will be available once the Board of Supervisors adopts the County Budget, which usually occurs in September or October. Between October and the end of December, the County will solicit and accept completed applications for events and projects that will be implemented in the coming calendar year.

## **Eligibility**

In order to be eligible for a CPSP grant, the organization must meet the following criteria:

- Be certified by the Internal Revenue Service as a non-profit organization under Internal Revenue Code Section 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7) at the time the application is submitted,
- Have its principle office, primary place of operations, and business address in Inyo County, and
- Have no delinquent property taxes due to Inyo County.

To be considered for a CPSP grant, the grant applications must:

- Be submitted by an eligible organization,
- Describe how grant funding will be used to support a specific project or event, or a specific component of an on-going project or event, that enhances visitation to the community or otherwise provides for the cultural or recreational enrichment of the citizens of Inyo County, and
- Be complete.

Eligible organizations may submit multiple, separate CPSP grant applications for different projects or events or components thereof.

Note: The CPSP is not intended to provide funding for projects or events administered by, or that directly benefit any institution operated by the County of Inyo. Applications that appear to seek funding for such projects or events will not be considered.

## **Competitive Grants Selection Process**

Applications for CPSP Competitive Grants will not be reviewed until after the publicly announced submittal deadline. Following the application deadline, applications that have been submitted will be screened for completeness, and the eligibility of the applicant will be assessed. It is the sole responsibility of the applicant to ensure that its application is complete, and its eligibility clearly demonstrated.

Applications deemed complete and submitted by an eligible applicant will be forwarded to a Review Panel. The Review Panel will evaluate each application, on its own merits, using the following criteria:

- i. **Objective [10 points].** Does the application seek funding for a specific event or

project, or component thereof that is likely to enhance visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?

- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the event or project? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total costs, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed or similar events or projects? Is the nature of the event or project such that it seems “doable?” If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the event or project clearly articulated? Will the event or project benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the event or project is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the event or project extend to the greater region, or the County as a whole?
- v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it “tried and true”? Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the event or project articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points].** If the CPSP grant is the primary source of monetary funding for the event or project: (1) what will be the return on the County’s investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event or project? If the amount requested is less than 50% of the cash needs for the event or project, what additional benefit(s) will be derived as a result of receiving CPSP funding?
- viii. **Regional Context [5 points].** Is the event or project part of an organized series of regional events or a regional theme? Does the event or project have a possible future regional application?
- ix. **Sustainability [5 points].** Is the event or project intended and likely to continue in the future without additional CPSP support?

- x. **Other County Support [5 points]**. Is the funding being requested through the CPSP the only form of financial or in-kind support the applicant, or event or project, will receive from Inyo County this fiscal year?
- xi. **Clarity [10 points]**. Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which the CPSP grant funding is sought clearly identified?

The points assigned to each criteria category by individual members of the Review Panel will be averaged, and the average score awarded in each criteria category will be totaled. Applications must receive a total score of at least 70 points (out of 100 points possible) to be eligible for funding consideration. The Review Panel will make funding recommendations based on the scores each application receives. The Review Panel may also recommend specific limitations on the use of grant funds.

The Review Panel will forward applications that score 70 points or higher along with associated funding recommendations to the Inyo County Administrative Officer. The CAO may accept, modify or reject the Review Panel's recommendations. The decision of the CAO will be final and not subject to appeal.

### **Line Item Grants**

In 2016, the Board of Supervisors directed that the following six projects and events would receive Line Item Grant awards and not be required to submit a competitive grant application. (The entity receiving the Line Item Grant cannot submit a competitive grant application for the same project or event.) At its discretion, the Board of Supervisors can review and alter these line item grants during its yearly budget review and approval process, and decide whether to continue making line item grants and, if so, in what funding levels to which projects.

#### **Current Line Item Grant Awards:**

- Inyo County Visitors Guide,
- California High School Rodeo State Finals,
- Wild Wild West Marathon,
- Laws Benefit Concert,
- Death Valley Visitor Guide, and
- Images of Inyo Photo Contest

Each year after the county budget is approved; the organizations receiving Line Item grants will submit a new, full CPSP Grant Application with current supporting documents outlined in the CPSP Grant Application. Once the application is deemed complete by county staff, the CAO will approve payment in full.

### **Fishing Promotion**

The CPSP will provide funding for a Fishing Promotion component comprised of funding for fishing derbies in each of the four (4) largest Owens Valley communities: Big Pine, Bishop, Independence and Lone Pine.

The organizations that have historically sponsored fishing derbies including: the Bishop Chamber of Commerce for the Blake Jones Derby; the Independence Father's Day Derby, Inc. for the Independence Father's Day Derby; the Lone Pine Chamber of Commerce for Lone Pine Early Opener Derby; and the Big Pine American Legion for the Big Pine Fourth of July Fishing Derby, will have the right-of-first-refusal to continue receiving CPSP funds to keep sponsoring these events. To receive a contract and funding, the organization need simply to notify the County's Community Project Sponsorship Program contract manager in writing by the first business day in January in the calendar year in which the derby will occur.

In addition, \$2,500 will be reserved to assist in funding the annual Trout Opener Press Reception and Rainbow Days sponsored by the Bishop Chamber of Commerce. Another \$2,500 will be allocated for advertising for the slate of fishing derbies being sponsored in the coming calendar year.

### **Use of Funds**

CPSP grant funds for Line Item Grants, Fishing Derbies, and Competitive Grants, shall only be used as described, and to carry out the specific event or project identified in the grant application.

Grant funds may be used to pay for staff time, exclusive of overtime and benefits, providing that only time spent working directly on the event or project is paid with grant funds.

Once funds are awarded for one project or event, the recipient may not seek to re-allocate the funds for other projects or events however worthy. If grant funds cannot be expended for the purposes for which they were awarded, they will be returned to the County.

The County reserves the right to audit the financial records of all grant recipients. If it is determined that grant funds were expended for anything other than the intended purpose stated in the grant application, the grantee will be barred from receiving future grant funds and/or required to return the funds to the County.

### **Requirements**

All grant applicants:

- Must successfully submit a complete CPSP Grant Application,
- Provide a valid W-9 form,
- Provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7),
- Provide certification of tax status, and
- Demonstrate proof of insurance, including but not limited to General Liability, Automobile Liability, Workers' Compensation, Errors and Omissions, etc.

Requirements that the grant applicant is expected to comply with include, but are not limited to:

- All events and projects must be completed within the calendar year (January 1 to

December 31) that begins in the fiscal year in which the grant was awarded.

- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, web sites, etc.) associated with the event or project. This includes featuring the County seal, website and/or being credited by name in writing. Acceptable credit lines include “Sponsored by the County of Inyo,” “Co-Sponsored by the County of Inyo,” “Funded in part by the County of Inyo,” or other similar phrasing. The official seal of the County of Inyo or the marketing brand/graphic for “The Other Side of California” shall be used. If the web pages of sponsors are being included in promotional material, [www.theothersideofcalifornia.com](http://www.theothersideofcalifornia.com) should be used, not the County’s general government web page.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.
- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted.
- Failure to comply with these guidelines will result in the organization having to reimburse to the County the amount of the grant funding and not being eligible for future CPSP funding.

### **Final Report**

After completing the project or event using CPSP grant funding, the grant recipient is required to provide a short oral report to the Inyo County Board of Supervisors, summarizing the highlights of the event or program, at a regularly scheduled Board meeting. Oral reports must be completed before an organization is eligible for more grant funding.





# County of Inyo



## Planning Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Cathreen Richards

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board: A) conduct workshop on short-term rentals; B) review planning staff's recommendations for changes to Inyo County Code Chapter 18.73 Short-term Rental of Residential Property; and C) provide comments and direction to move forward with updates to Chapter 18.73.

**SUMMARY/JUSTIFICATION:**

Short Term vacation rentals have intermittently, since around 2006, been viewed as a controversial use in Inyo County over many years and the debate surrounding them continues. At the direction of the Board, planning staff evaluated short-term rental issues and conducted five Community Workshops to discuss Short-Term Vacation Rental issues with the public. These discussions included potential ways to regulate them. Different mechanisms to regulate short term rentals were reviewed by staff and vetted at the public meetings. These included allowing by right with accompanying standards, overlay zones, conditional use permits and varying combinations of them.

An evaluation of the comments collected at the community workshops found that most of the people who attended were interested, or at least tolerant, in allowing for short-term rentals in the County as long as adequate regulations were to also be imposed. There were also people in attendance that believed and are still very vocal in protesting that this use is a commercial activity and inappropriate for residential zones. Concerns from both groups included the potential effects to the integrity and safety of residential neighborhoods from short-term rentals. Additionally, the attending public expressed some apprehension regarding the impact of short-term rental proliferation to the limited availability of housing for local residents and more general concerns about parking, noise, pets, partying and trash. The comments provided by the public and reviews of other jurisdictions' short term rental regulations were used to prepare the Ordinance regulating short-term rentals, which with a recommendation from the Planning Commission, was adopted by the Board in February 2018. Regulations were included for both Hosted (meaning a room or rooms are being rented and an owner of the property is concurrently in the dwelling during the rental period) and Non-Hosted (meaning the rental of a whole house and a property manager is available at all times to address any issues during the rental period).

**Currently**

After a year of implementing the new short-term rental ordinance, Staff conducted workshops with the Board in April and May of 2019 to provide updates on the status of short-term rentals with regard to real and/or perceived

problems with them as voiced by some members of the public. At the May workshop the Board directed staff to evaluate:

1. Hiring a professional service to conduct a review of how many short-term rentals are operating in the county with or without permits;
2. Tightening up enforcement, noticing of short term rentals to neighbors, and the complaint process;
3. Whether or not licenses would be more efficient than short-term-rental permits (conditional use permits) and how annual reviews can be incorporated;
4. Allowing transient facilities such as: yurts and recreational vehicles to be used as short-term rentals;
5. The definitions of hosted versus non-hosted rentals and what should be allowed where; and,
6. Allowing hosted rentals in the R2 (multi-family) zone.

### **Analysis and recommendations**

1. **Hiring a professional service to conduct a review of how many short-term rentals are operating in the county with or without permits.** Staff prepared a contract with Host Compliance to conduct a review of short-term rentals operating in the county. The numbers provided by Host Compliance verified the numbers the planning department had already generated and found only 1 not counted for by planning staff. As of September 17, 2019 there are 74 total listings for unincorporated Inyo County including:
  - 39 permitted unique short-term rental properties. Seventeen of these are hosted and 22 are non-hosted with one currently in appeal, so not active;
  - 3 are currently in violation and have ads. They are presently getting their permits to remedy the violations;
  - 5 are currently in violation and are in the violation process, but not in the process of getting permits;
  - 4 have advertisements, but no open dates for rentals as they were notified that they were in violation;
  - 23 are permitted by other means: 4 are on tribal lands, 9 on commercially zoned land that don't require short-term-rental permits, 5 are in RV parks, 4 for long-term rentals (over 30-days); and, 2 are RVs parked on federal land.

These numbers show that there are 5 short-term-rentals still operating in violation of the County Code, staff is aware of all the identified violations and is working through the process. There have been 19 hosted permits obtained strictly to get a non-hosted short-term-rental permit. This is about half of the total permits granted by the County.

Some of the discrepancy in the numbers provided by county citizens and what planning staff and Host Compliance found is likely, at least partially, due to the addition of short-term-rental numbers from the City of Bishop in the citizen count. Currently the City of Bishop has a total of 22-listings and has granted 16-permits.

2. **Tightening up enforcement, noticing of short term rentals to neighbors, and the complaint process.**

Presently, the enforcement steps for violations of short-term rentals are found in 18.73.070. It includes a process for modification and revocation of short-term rental permits that requires the noticing and conducting of a hearing. The Planning Director can revoke short-term rental permits if it is found that a permittee is in violation of a condition of the permit by using the process as set in 18.73.070. Making the person stop the activity, however, is much more difficult and additional language giving the County more latitude in applying penalties is included in the proposed updates to the ordinance.

The County's compliant process for short-term rental nuisances is included on the notifications that go to the neighbors within 300-ft of the short-term rental after they are approved. This is required by 18.73.080, staff erred with the first batch of short-term rental approvals and left this off the notifications, which did cause some conflict. The notifications were resent with the complaint process information and it has been included on all notifications since.

*Recommendations Regarding Enforcement, Complaint Process and Noticing–*

- Change 18.73.030 (G) to add: Failure to obtain a hosted or non-hosted short-term rental permit prior to renting a residentially zoned property for 30-days or less shall be considered a violation of Chapter 18.73 and subject to legal action and/or enforcement proceedings including but not limited to fines of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is operated in violation of 18.73.
- It has been brought to staff's attention that there have been instances of renters having trouble finding short-term rentals due to a lack of clear addressing on the homes where short-term rentals will take place. This can cause disruption in neighborhoods when would be renters are driving around looking and/or going onto the wrong properties trying to find their accommodations. In order to reduce these potential, unnecessary, nuisances, staff is recommending adding clear addressing to the General Requirements for short-term rentals. Add to 18.73.030 (Q) An address sign compliant with the County's sign ordinance 18.75 with a clearly legible, from the street, address number shall be included on each short-term rental.
- Change 18.73.040 (9) to add – "A deposit for the cost of the County mailing notices of applications received for hosted and non-hosted permits and for permits granted for both hosted and non-hosted short-term rentals to property owners and neighbors within three-hundred-feet (300') of the subject property". This adds a notification requirement to neighbors when a hosted short-term rental is applied for and when approved - the same as a non-hosted.
- 18.73.040 (10) - change the word agreement to *acknowledgement*. The word agreement has caused some confusion and built in tension for the applicant and the neighbors who are being asked to sign it. This helps to relax some of this apprehension by removing the term 'agreement'. Applicants are then less likely to try to force an agreement from their neighbors and the neighbors do not feel pressured agree to something they either do not like or understand. It also helps to clarify that applicants are not asking for permission, but rather an acknowledgement that they spoke to the neighbors about their plans and information has been provided indicating where they can submit concerns. Staff is already doing this and it has calmed the issues surrounding the 'agreement form'. This change would codify the new process.
- Change 18.73.040 (10) to remove "For hosted rentals only" and add a requirement for a copy of the short-term rental rules to be shared when the neighborhood acknowledgement form is taken to neighbors, and remove (a) this will result in the 18.73.040 (10) stating "A planning department issued neighborhood acknowledgement form signed by each resident within three hundred feet of the proposed hosted short-term rental. If the applicant is unable to obtain the required signatures, the applicant shall provide proof of his or her reasonable attempts to gather those signatures. The applicant shall also include and share a copy of the short-term rental rules with each resident contacted" This change will cause 18.73.040 to apply to both hosted and non-hosted short-term rentals. This recommendation is included because staff has found that there has been less neighborhood conflict when the applicants have discussed their projects with their neighbors and is recommending that the same process be used for non-hosted that is currently used for hosted. 10 (B) will become 11 as part of this change.
- 18.73.070 (A) – change (A) to state: *Every short-term rental permit will be reviewed annually by the Planning Director. This review shall include any complaints that may have been submitted on the short-term rental and site visits if deemed necessary to fully evaluate complaints. If more than three substantiated complaints have been submitted on a particular short-term rental, the short-term rental permit will be considered in violation and subject to the terms of 18.73 and Title 22.* Change what is currently under (A) to (B) and what is currently under (B) to (C).
- Change 18.73.070 (2) to add to the end of the last sentence: – "including but not limited to fines of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is operated after revocation".

Absent the reevaluation of Title 22, code enforcement process, with a focus on penalties for violations this change adds penalties to operating a short-term rental in violation of the code. If there are no consequences to violations

to the County's zoning code there is no incentive for people to stop being in violation – especially regarding short-term rentals since people can continue to make money off of them while the County cannot immediately force them to cease and desist.

### **3. Whether or not licenses would be more efficient than short-term-rental permits (conditional use permits) and how annual reviews can be incorporated.**

A business license could be required for short-term rentals. The licenses would be applied for and granted by the Planning Department or by another County department and an annual review could be a requirement of the license. The review would include an evaluation of any complaints taken on the short-term rental over the previous year and site visits if necessary to ensure that the conditions placed on the short-term rental are being met. Enforcement of violations to the conditions of a potential business license should have a process built into the business license procedures and with specific penalties.

#### *Recommendations –*

Planning staff is not recommending that a business license be developed strictly for short-term rentals. Instead, an annual review of short-term rental permits as currently allowed is being suggested. If the County adopts a business license program in the future, short-term rentals could be included. Along with the annual review included in 18.73.070(A), each non-hosted short-term rental permit will include a condition of approval that the permit is only good for the property owner/applicant submitting the application. If the property sells a new permit will be required for subsequent owners to operate a non-hosted short term rental. This will change 18.73.060 to add (A) Each short-term rental will be required to have a condition of approval placed on it by the Inyo County Planning Commission limiting the permit to the owner/applicant applying for the permit at the time of the approval hearing. If the property is sold a new hosted and/or non-hosted short-term rental permit will be required. This change will also require that 18.73.060 (B) be moved to 18.73.060(C).

### **4. Allowing transient facilities such as: yurts and recreational vehicles to be used as short-term rentals.**

Allowing for short-term rentals in transient facilities such as yurts, tents and recreational vehicles would be in conflict with other sections of Title 18 (Zoning) and sections of Title 14 (Building and Safety) codes and the California Residential Code 2016. It would also be inconsistent with the County's definition of residential dwellings and how the county has traditionally regulated the use of transient vehicles and non-residential dwelling units (e.g. tents). The County code defines a dwelling unit as: "Dwelling unit" means a room or suite of rooms designed for or used as a residence and constituting a separate and independent housekeeping unit including a kitchen or cooking facilities, but not including a boardinghouse or club, or a hotel or motel where less than twenty percent of the rental units have a kitchen or cooking facilities; and Recreation vehicle as: "Recreational vehicle" means a vehicular type portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodation for recreational, camping and travel use and including but not limited to travel trailers, camping trailers, truck campers and self-propelled motor homes. All the above noted vehicles are subject to state vehicular code licensing procedures. As provided for in the last sentence, RVs are considered vehicles not dwelling units. In addition, the California Residential Code, Chapter 2 Definitions - Building (RB) (4) excludes *Any recreational vehicle* and Title 18.78.150 (J) states: Accessory buildings whole or in part that are proposed as primarily structures and/or part of a primary structure shall be constructed with material that meets all building and safety requirements and their use is subject to the approval of the building official and of subsections G, H, and I of this section. Further, 18.36 RMH and 18.30 R1 define these types of uses as: recreational units - sports camper, boat, travel trailer, camp car, or mobile sports or recreational apparatus. All of these code examples make it clear that tents, yurts, trailers, RVs and etc. are not considered residential dwelling units and cannot be used as such unless they are engineered to meet the building and safety standards of a residential dwelling; therefore, allowing them for short-term rental use would fall under the context of campground and RV park uses.

There are health and safety concerns in allowing either RVs or tent like structures to be parked or erected on a

residentially zoned parcel and used as short-term rentals. Water, sewage and electrical provision would not be required to be inspected the same as a dwelling unit would be when built or remodeled and could put renters in hazardous situations. Campgrounds and RV parks are designed to meet the needs of these types of uses where residentially zoned properties likely fall short.

The effluent from RVs has particular chemicals that must be dumped at an RV dump station, basically into a sewer and not into a septic system. With the exception of dispersed, wilderness, type camping, most campgrounds provide sanitary services and potable water. Heightened nuisance issues are of concern when these services are not readily available to short-term renters and if this use is allowed it will have to be carefully regulated. Neighbors are not likely going to appreciate the people next door running a camp-ground or a RV park in their backyard as this use would be defined unless the units being rented are engineered to meet building standards. Since the County's residential zones do not allow for campgrounds and/or RV parks this use is not allowed in them; and therefore, the use of units such as tents, yurts, RVs and trailers are not included to be allow for in the short-term rental of residential property ordinance as it would be in conflict with these other code sections. Even in the zoning designations campgrounds and RV parks are allowed, they are only conditionally allowed.

Staff is not recommending these changes, as including them appears to have a high potential for complications, controversy and contentious application hearings. If the Board choses to direct staff to include these types of accessory units as short-term rentals the changes would include: updating 18.73.030 Short-term rentals – General Requirements (H) to: *Short-term rentals shall be permitted in accessory buildings and recreational units if water, electric and sanitary services are properly supplied and they meet all of the other requirements in 18.73 Short-term Rental of Residential Property. Services shall meet all applicable requirements as set forth by the County's Building and Safety and Environmental Health departments regarding recreational uses.* There would also be necessary changes to other sections of Title 18 to make the allowance consistent throughout.

##### **5. Hosted versus non-hosted short term rentals.**

The definition of hosted versus non-hosted as currently provided for in the code has not caused controversy for the Planning Commission or planning staff. The confusion and subsequent anger from surrounding neighbors has mostly arisen from neighbors who are approached with a neighborhood agreement form by someone applying for a hosted short-term rental so they can apply for a non-hosted short term rental in another area. Neighbors have also reported that they are perplexed and annoyed when they are approached by an applicant to sign a neighborhood agreement form and then receive a letter from the County informing them that the same person has applied for a non-hosted short-term rental. Again, in some cases, this has given the impression that more short-term rentals are being operated in a neighborhood than actually are. Staff has purposely stopped sending notifications for non-hosted short term rental applications until the hosted rental has been approved. This has helped quell some of the concerns staff was hearing about, but this part of the ordinance remains aggravating for neighbors and applicants.

##### *Recommendations –*

Staff's first recommendation is to change 18.73.030 (d) – to completely remove *“provided that the owner also possesses a permit for a hosted rental”*.

The requirement to first obtain a hosted permit to obtain a non-hosted permit is a very difficult element for people to understand in this ordinance. It causes a lot of confusion during the application process especially when the applicant explains to the neighbors that they are not going to use the hosted short-term rental permit. Also, neighbors often do not grasp why the hosted permit is required for non-hosted types and they end up thinking that the applicant is up to something nefarious, especially when the hosted and non-hosted permits are in completely different areas. Some people have also come to the conclusion that when applicants are getting hosted short-term rental permits just to get non-hosted short-term rental permits the Planning Department is 'rubber stamping' them. The recommendation to remove this requirement is a work along with the next recommendation that will help

limit the ability of out-of-town interests from buying up properties just for short-term rentals as the requirement for a hosted permit to get a non-hosted permit was supposed to do.

18.73.030 (e) – change to “*No more than one parcel on which short-term rentals are permitted may share a common owner*” This should help to quell the fears that speculators are buying up entire neighborhoods for the sole purpose of running short-term rentals by making only one parcel per owner allowed for a short-term rental. It also continues to allow for the hosted rental of a primary dwelling unit and a non-hosted rental of an accessory dwelling unit e.g. ‘Granny Unit’ located on the same property. It will not, however, allow for a hosted rental on one property and a non-hosted on another.

18.73.010 Definitions “Owner”, change to remove of twenty-percent or more, in the second sentence to - shall further include any person or entity with any direct or indirect aggregate ownership interest of ~~twenty percent or more~~ in the subject property, unless the interest is solely a security, lien, or encumbrance. This will result in any level of ownership a person or entity has in a short-term rental property will count them as an outright “Owner” and limit the ability to own multiple parcels for short-term rentals.

Beyond this, if the Board wishes to eliminate non-hosted short term rentals as they are currently allowed in the County, staff recommends that the County at least allow for the short-term-rental of accessory dwelling units located on properties where the main house is not a short-term rental.

#### **6. Allowing hosted rentals in the R2 (multi-family) zone.**

Planning staff just recently applied for an SB2 grant to evaluate the availability of land in the County to support affordable housing. Allowing for the short-term rental of residential units in the R2 zone, at least with regard to non-hosted short term rentals, may take away potential affordable housing units as multi-family zones, generally, supply most affordable housing in most jurisdictions; however, hosted short-term rentals may be appropriate as these rentals are only of a room or rooms in a residence while an owner of record is present and would not allow for the rental of an entire dwelling unit.

#### *Recommendations –*

If the Board decides to direct staff to change the code to allow for hosted short-term rentals in the R2 zone, 18.73.030 Short-term rentals – General Requirements will be changed to - “Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R1); single residence mobile home combined (RMH), and Multiple Residential (R2) (Hosted Only) subject to the following requirements and limitations:”

Staff is not recommending the County allow for non-hosted short-term rentals in the R2 zone. Staff believes this decision should be suspended at least until the evaluation of the County’s vacant and underutilized lands; current residential zoning patterns; potential for commercial infill; and, granny unit regulations is completed with the SB2 grant. This way, the County will have a better understanding of what opportunities may or may not be lost for affordable housing units by allowing for short-term rentals in the R2 zone.

**Next Steps:** Staff will take the direction from the Board to update the Short Term Rental Ordinance and continue to monitor it. Updates to the code will require a hearing with and recommendation from the Planning Commission and a hearing with the Board for possible adoption.

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

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

**OTHER AGENCY INVOLVEMENT:**

Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Building and Safety, Environmental Health and Public Works Departments and the County Sheriff.

**FINANCING:**

General fund resources are utilized to review and update the County's Zoning Code.

**ATTACHMENTS:**

1. Proposed Updates

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards  
Marshall Rudolph

Created/Initiated - 9/18/2019  
Approved - 9/18/2019  
Approved - 9/24/2019  
Final Approval - 10/10/2019

## **Chapter 18.73 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY**

### **18.73.010 Definitions.**

For purposes of this chapter, the following definitions apply:

“Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.

“Hosted rental” means a short-term rental of a room(s) within a dwelling that is occupied by the owner during the duration of the transient renter(s) stay.

“Manager” means the owner or owner’s agent who provides oversight for non-hosted short-term rental activities and is available twenty-four hours per day, seven days per week, during all times that the property is rented as a non-hosted short-term rental to respond to and handle complaints.

“Non-hosted rental” means a short-term rental of an entire dwelling unit where the owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.

“Owner” shall mean a record owner of the property who is responsible for submitting the application for approval and conducting hosted and non-hosted short-term rental activities pursuant to this chapter. “Owner” shall further include any person or entity with any direct or indirect aggregate ownership interest ~~of twenty percent or more~~ in the subject property, unless the interest is solely a security, lien, or encumbrance.

“Short-term rental” means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. “Short-term rental” does not include transient lodging in county-approved hotels and motels. (Ord. 1224 § 1, 2018.)

### **18.73.020 Short-term rentals prohibited.**

The short-term rental of residential property is a prohibited use in every zoning district in the county, with the exception of those permitted pursuant to this chapter. (Ord. 1224 § 1, 2018.)

### **18.73.030 Short-term rentals—General requirements.**

Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R1); ~~and~~ single residence mobile home combined (RMH); and, Multiple Residential (R2) (Hosted Only) subject to the following requirements and limitations:

A. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this code.

B. Each short-term rental shall have a host or manager readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the manager of a non-hosted short-term rental shall immediately be provided in writing to the Inyo County planning department, to neighboring properties with three hundred feet of the short-term vacation rental, and on any postings required by this chapter.

C. Only one hosted rental per parcel may be permitted.

D. Only one non-hosted rental per parcel may be permitted, ~~provided that the owner also possesses a permit for a hosted rental.~~



E. No more than ~~two~~ one parcel on which short-term rentals are permitted may share a common owner.

F. No more than five guestrooms per dwelling unit may be permitted for short-term rental activity.

G. Issuance of a hosted and/or non-hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur. Failure to obtain a hosted or non-hosted short-term rental permit prior to renting a residentially zoned property for 30-days or less shall be considered a violation of Chapter 18.73 and subject to legal action and/or enforcement proceedings including but not limited to fines of no less than the dollar amount of the nightly rental rate of the property for each day the short-term rental is advertised and/or operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more.

H. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or environmental health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.

I. Only two renters are allowed per guestroom. This number does not include children three years and under.

J. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.

K. Outdoor amplified sound is prohibited.

L. Quiet hours shall be from nine p.m. to seven a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.

M. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.

N. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view.

O. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.

P. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20 Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements. (Ord. 1224 § 1, 2018.)

Q. An address sign compliant with the County's sign ordinance 18.75 with a clearly legible, from the street, address number shall be included on each short-term rental.

#### **18.73.040 Permit application.**

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the planning director.

A. The application shall include:

1. Proof of ownership of the subject property;
2. Name, address, and contact information of the owner;

3. Name, address, and contact information of all other record owners of the subject property;
4. Name, address and contact information for the owner's local emergency contact representative in the event the owner is the manager and is unable to be contacted;
5. A site plan prepared on an eight and one-half-inch by eleven-inch piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s);
6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;
7. A copy of the rules, regulations, and information that will be posted in a prominent place within six feet of the front door of the short-term rental;
8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the county;
9. ~~A deposit for the cost of the county mailing notice of permits granted to property owners and neighbors of an approval short-term rental within three hundred feet of the subject property~~  
A deposit for the cost of the County mailing notices of applications received for hosted and non-hosted permits and for permits granted for both hosted and non-hosted short-term rentals to property owners and neighbors within three-hundred-feet (300') of the subject property.
10. ~~For hosted rentals only:~~ A planning department issued neighborhood agreement acknowledgement form signed by each resident within three hundred feet of the proposed hosted short-term rental. If the applicant is unable to obtain the required signatures, the applicant shall provide proof of his or her reasonable attempts to gather those signatures. The applicant shall also include and share a copy of the short-term rental rules with each resident contacted.
11. Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete. (Ord. 1224 § 1, 2018.)

#### **18.73.050 Hosted rental permit review process.**

A. The planning director shall review completed applications for hosted short-term rentals. The planning director shall not approve the application absent a finding that the use will comply with the requirements of this code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this code.

B. As part of the hosted rental application review, the planning director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The planning director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including, but not limited to, conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.

C. The decision of the planning director may be appealed to the planning commission pursuant to Chapter 18.81 of this code. The planning commission shall review the application in the manner set forth for vacation rental applications in Section 18.73.040. (Ord. 1224 § 1, 2018.)

#### **18.73.060 Non-hosted short-term rental permit review process.**

- A. Upon receipt of a complete application for a non-hosted short-term rental, the planning director shall cause the application to be placed on a planning commission agenda for the review of the application as generally required by Chapter 18.81 of this code. The planning director may provide a recommended action and/or any other relevant information to the planning commission as part of the agenda item. Approval of an application for a non-hosted short-term rental shall be subject to the general requirements of Chapter 18.81 of this code.
- B. Each non-hosted short-term rental will be required to have a condition of approval placed on it by the Inyo County Planning Commission limiting the permit to the owner/applicant applying for the permit at the time of the approval hearing. If the property is sold a new hosted and/or non-hosted short-term rental permit will be required.
- C. The decision of the planning commission may be appealed to the board of supervisors consistent with Chapter 18.81 of this code. (Ord. 1224 § 1, 2018.)

### **18.73.070 Permit modification and revocation.**

- A. Every short-term rental permit will be reviewed annually by the Planning Director. This review shall include any complaints that may have been submitted on the short-term rental and site visits if deemed necessary to fully evaluate complaints and to initiate a modification proceeding as deemed appropriate given all of the facts and circumstances of a given parcel on which short term rental activity is permitted.

- B. The planning director may revoke or modify a short-term rental permit as follows:

1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the planning director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice.

The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

a. Following the hearing, the planning director may revoke or modify the approval upon making one or more of the following findings:

- i. The approval was obtained by fraud;
- ii. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
- iii. The conditions of approval have been or are being violated;
- iv. The short-term rental activity constitutes a public nuisance.

v. The parcel on which the short term rental violation has occurred has three or more violations in a year, which shall be an automatic revocation.

2. Notice of Decision. A written notice of the planning director's decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings including but not limited to fines of no less than the dollar amount of the nightly rental rate of the property for each

day the short-term rental is advertised and/or operated in violation of 18.73, or as permitted by Section 1.20.010 of this Code, whichever is more.

C. Appeal. The decision of the planning director to modify or revoke a short-term rental application may be appealed to the board of supervisors consistent with Chapter 18.81 of this code. (Ord. 1224 § 1, 2018.)

### **18.73.080 Enforcement.**

A. Initial Complaints. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or manager identified in the short-term rental permit. The owner for hosted or, the manager for non-hosted short-term rentals shall be responsible for contacting the tenant to correct the problem within ninety minutes, or within forty-five minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The owner for hosted, or the manager for non-hosted short-term rentals, shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County planning department within twenty-four hours of the occurrence. Failure to respond to complaints or report them to the planning department within twenty-four hours of the occurrence shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.

B. The county may enforce the provisions of this chapter in accordance with Chapter 18.22 of this code. (Ord. 1224 § 1, 2018.)



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Sharon Wilson

**SUBJECT:** Approval of Memorandum of Understanding between the County of Inyo and Sierra HOPE

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**RECOMMENDED ACTION:**

Request your Board ratify and approve the Memorandum of Understanding (MOU) between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing Housing Opportunities for People with AIDS (HOPWA) assistance for short term emergency financial assistance with rent, mortgage or essential utilities, for the period of July 1, 2019 through June 30, 2022 and authorize the Chairperson to sign the MOU and HIPAA Business Associate Agreement.

**SUMMARY/JUSTIFICATION:**

This MOU is coming before you as a ratification due to administrative delays in reviewing/updating language. There was no disruption to HOPWA services pending full execution of the MOU.

The HOPWA program is an ongoing service that was designed to assist people living with HIV/AIDS to alleviate or prevent homelessness. Inyo County Health and Human Services (HHS) has had an MOU with Sierra HOPE since 2007 to administer the program for Inyo County. Available assistance under the HOPWA Program is well defined and must be short-term and/or emergency in nature. Clients must meet financial eligibility criteria that have been developed by HUD and the State Office of AIDS. Inyo County HHS does not currently have the fiscal or administrative staff to administer this program for the minimum amount of funding that is allocated. Sierra HOPE provides this administrative support for multiple small counties. The Inyo County Ryan White CARES Case Manager will be responsible for informing HIV positive clients of the availability, purpose, and limitations of HOPWA, and will assist the clients in the completion of the necessary consents and applications. Sierra HOPE administers the program, provided information and forms, receives applications and issues appropriate financial assistance checks to the vendor. The Department respectfully requests your Board ratify the MOU and authorize the Chairperson to sign the MOU and the HIPAA Business Associates Agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Discontinuing this MOU would mean that Inyo County would not provide emergency financial assistance for rent or mortgages to their Ryan White CARES clients. This is a service that has been beneficial during the past fiscal

year for several clients.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties.

Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total contract award.

No funding will be received by Inyo County HHS, and no expenses will be paid by Inyo County HHS. The MOU allows Sierra HOPE to receive the funding directly.

**ATTACHMENTS:**

1. HOPWA MOU
2. HOPWA BUSINESS ASSOC. AGREEMENT

**APPROVALS:**

Sharon Wilson	Created/Initiated - 9/25/2019
Marilyn Mann	Approved - 9/25/2019
Darcy Ellis	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Amy Shepherd	Approved - 10/3/2019
Marilyn Mann	Final Approval - 10/10/2019

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF  
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

**Sierra HOPE**, doing business at 1168 Booster Way, P.O. Box 159, Angels Camp, CA 95222

and

**The Inyo County Health and Human Services Department**, herein referred to as **Inyo County**, doing business at 207 "A" South Street, Bishop, CA 93514; collectively referred to hereinafter as "The Parties".

**Hereby agree to the following:**

- I. **Name of Program**: Services will be provided under the Housing Opportunities for People with AIDS program, herein referred to as HOPWA.
- II. **Purpose**: The purpose of this memorandum of understanding (MOU) is to assist Inyo County clients in accessing HOPWA assistance (short term emergency financial assistance with rent, mortgage or essential utilities) by completing the HOPWA application and request for assistance forms and delivering them by mail or fax to Sierra HOPE. The Inyo County Health and Human Services/Health Division, Ryan White CARES Program Case Manager will be assisting the clients with this application process. Sierra HOPE will verify all applications are complete, determine client eligibility, and issue appropriate HOPWA financial assistance.
- III. **Scope of Work**:

**Sierra HOPE will:**

1. Amend the MOU with the State Office of AIDS to administer the HOPWA program for Inyo County by including Inyo County, along with other counties served, in its application for funds to the State.
2. Provide information and forms to the Inyo County so that they can assist their HIV+ clients in applying for HOPWA assistance.
3. Be available by telephone and email to answer questions of the Ryan White Case Manager, to help them with the HOPWA application process.
4. Receive HOPWA applications from Inyo County and follow-up with the Case Manager to resolve any problems or questions that might delay processing.
5. Upon verifying that the application is complete and client is eligible, issue appropriate financial assistance checks to the landlord or agency.
6. Maintain records as required by the state, and include Inyo County data in reports submitted to the State Office of AIDS.
7. Maintain the confidentiality of protected health information, as described by the HIPAA Business Associate Agreement in Article XVI of this MOU.

**Inyo County will:**

1. Inform their HIV+ clients of the availability, purpose, and limitations of HOPWA short-term financial assistance for housing and essential utilities.
2. Assist clients in completing the Housing Application and Assessment, including the Individual Housing Plan, Income Eligibility Worksheet, and Client Budget Worksheet.
3. Obtain written consent from the client before sharing any information with Sierra

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- HOPE, and include a copy of the signed consent with the HOPWA application.
4. Consult with Sierra HOPE if the Inyo County Health and Human Services Department has questions about the application process, and be available by telephone or email to respond to any questions about applications that are submitted.
  5. Provide supporting documentation, such as proof of HIV+ status, copies of rental agreements, mortgage or utility bills, etc. with the HOPWA application.
  6. Only request HOPWA assistance for allowable client expenses for rent, mortgage or essential utilities.
  7. Receive confirmation of distribution of financial assistance checks from Sierra HOPE to the designated payee, unless other arrangements are agreed to.
  8. Decline any reimbursement for completion of application to the Ryan White CARES Programs. This will allow limited funding to go directly to client services.

### **Both parties further agree that:**

1. All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. Copies of all guidelines, policies and procedures will be furnished to the Ryan White Case Manager by Sierra HOPE.
  2. Checks for financial assistance can only be made payable to the HIV+ client's landlord, mortgage company, or utility company.
  3. Checks will be mailed to the Ryan White Case Manager unless other arrangements are agreed to.
  4. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties.
  5. Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total MOU award.
- IV. Term of MOU: The term of this MOU is July 1, 2019 through June 30, 2022
- V. Governing Law: This MOU is governed by and construed in accordance with all laws, regulations, and contractual obligations to which Sierra HOPE is bound.
- VI. Records: The Parties shall keep records in an organized manner and in accordance with general business standards, pertaining to all goods and services furnished under the terms of this MOU and be made available for inspection, examination, and copying as follows:
- a. By representatives of the State and United States Department of Health and Human Services;
  - b. At all reasonable times at the contractor's place of business, or other mutually agreed upon location in California; and
  - c. For at least three years from the end of the term of the MOU.
- VII. Non-Reimbursement: Inyo County shall submit no claim to, demand or otherwise collect reimbursement from individuals served under the MOU (or persons acting on their behalf) for any services reimbursed in whole or in part under the MOU, except to collect third-party co-payment or third-party share-of-cost.



**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF  
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- VIII. Termination: This MOU may be terminated without cause by either Sierra HOPE or Inyo County upon thirty days written notice to the other party. Such notification shall state the effective date of termination and be provided as set forth in Section XV.
- IX. Disclosure: The Parties agree that all records and information associated with this contract shall be confidential and disclosure of such confidential information shall only be made as required by law. Parties shall have procedures to prevent the unauthorized disclosure of confidential client information during acquisition, use, retention, and disposal of the information.
- X. Non-Discrimination: Inyo County shall comply with the non-discrimination provisions of the State of California, Department of Public Health.
- XI. Insurance:
- A. Inyo County: Prior to the commencement of any work, and at all times during the MOU, Inyo County shall maintain a general comprehensive insurance policy, including provisions for errors and omissions insurance, to cover damages to persons or property caused by Inyo County employees, agents, or volunteers or occurring on Inyo County's premises arising out of Inyo County's participation in the HOPWA program.
- B. Sierra Hope: Prior to the commencement of any work, and at all times during the MOU, Sierra HOPE shall procure and maintain for the duration of the MOU, insurance against claims for injuries or persons or damages to property which may arise from or in connection with the performance of the work hereunder and indemnify and hold harmless, Inyo County, departments, officials, employees, agents and volunteers for any liability arising out of services performed under this MOU.
- C. Minimum Scope of Coverage: Both parties are required to carry insurance that meets the following conditions:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
  2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  3. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineer's coverage is to be endorsed to include contractual liability.
- D. Minimum Limits: Any and all insurance coverage shall maintain limits no less than:
1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with general aggregate limit is used,

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF  
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

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. Employer's Liability: \$300,000.00 per accident for bodily injury or disease.
3. Errors and Omissions Liability: N/A per occurrence.

XII. Verification of Coverage: Sierra HOPE shall furnish Inyo County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Inyo County before work commences. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications at any time.

XIII. Defense and Indemnification:

A. Sierra HOPE agrees to defend, indemnify, hold harmless and release Inyo County, their officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Sierra HOPE hereunder, whether or not there is concurrent negligence on the part of Inyo County, but excluding liability due to the active negligence or willful misconduct of Inyo County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Sierra HOPE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Sierra HOPE to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Inyo County agrees to indemnify, hold harmless and release Sierra HOPE, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by Inyo County hereunder, whether or not there is concurrent negligence on the part of Sierra HOPE, but excluding liability due to the active negligence or willful misconduct of Sierra HOPE. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Inyo County or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Inyo County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XIV. Effective Date: This MOU shall not be fully executed until it is signed and dated by both Sierra HOPE and the Chairperson for the Inyo County Board of Supervisors.

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF  
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

XV. Notices: Any notices pertaining to this MOU will be directed to the persons at the following address:

Sierra HOPE  
Attention: Jerry Cadotte  
1168 Booster Way  
P.O. Box 159  
Angels Camp, CA 95222-0159  
Telephone (209) 736-6792

Inyo County Health Department  
Attention: Anna Scott  
207 "A" South Street  
Bishop, CA 93514  
Telephone (760) 873-7868

XVI. HIPAA Business Associate Agreement: The Parties agree to execute the Business Associates Agreement attached here to as Attachment A.

XVII. Entire Agreement: This MOU 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.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

For Sierra HOPE:

For Inyo County:

 9-19-19  
\_\_\_\_\_  
Signature Date  
Jerry Cadotte, Executive Director  
Sierra HOPE

\_\_\_\_\_  
Signature Date  
Rick Pucci , Chairperson

# MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

## Attachment A

### Business Associates Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the Memorandum of Understanding ("MOU") by and between the Health and Human Services Public Health division, referred to herein as Covered Entity ("CE"), and Sierra HOPE, referred to herein as Business Associate ("BA").

#### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the MOU, some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the MOU in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a MOU containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the MOU and as permitted under the MOU and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the MOU and as permitted under the MOU and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such

## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the MOU.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the MOU that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the MOU and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its

## MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum





## **MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.**

- b. **Judicial or Administrative Proceedings.** CE may terminate the MOU, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the MOU for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **5. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the MOU or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the MOU upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the MOU or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the MOU or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the MOU or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.





# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Office of the Sheriff

**SUBJECT:** Amend Sheriff 2019-2020 Budget, authorize purchase with American Security Group and operating transfer.

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**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2019-2020 Jail Security Budget (Budget Number 022706) as follows: increase estimated revenue in Operating Transfers In (Revenue Code 4998) by \$10,000 and increase appropriations in Professional Services (Object Code 5265) by \$10,000 (*4/5ths vote required*); and authorize the Auditor to make the transfer from the Sheriff AB443 Trust (Trust Number 502709) Operating Transfers Out (Object Code 5801); and B) approve purchases during Fiscal Year 2019-2020 from American Security Group of Vista, CA in the amount of \$52,344 for Jail Security server upgrades, replacement and maintenance, including a purchase order in the amount of \$39,940 to upgrade and replace the Jail Security Servers.

**SUMMARY/JUSTIFICATION:**

The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement. Upon review of the system servers, it was determined that they needed to be replaced. The quote from American Security Group is in excess of the original amount included in this years budget for routine replacement even after the 43% discount was applied.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On May 14th, 2019, your Board declared American Security Group a sole source provider for the Jail Security System. Your board also approved the annual maintenance contract for \$12,344 and a blanket purchase order for \$30,000. We are requesting to increase our purchasing authority for the fiscal year from \$42,344 to \$52,344. American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff s Administration facilities. As the system is proprietary, only American Security Group can provide maintenance and technical support.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Board of Supervisor's  
Budget Officer  
County Counsel  
Purchasing Office

American Security Group

**FINANCING:**

This ARF, if approved will amend the Jail Security Budget (Budget Number 022706) by increasing the Professional Service (Object code 5265) by \$10,000 and authorize an operating transfer from the Sheriff AB443 Trust (Trust Number 502709), Operating Transfers Out, (object code 5801) in the amount of \$10,000 to Jail Security Budget (Budget Number 022706) Operating Transfer In (object code 4998). There are sufficient funds in the AB443 Trust to fund this request.

**ATTACHMENTS:**

1. 20190514Sheriff-AmSecurityBlanketPO
2. 20190517Sheriff - AmericanSecurityGroupSoleSourceContract
3. ASG SERVER QUOTE\_001

**APPROVALS:**

Riannah Reade	Created/Initiated - 9/30/2019
Darcy Ellis	Approved - 10/1/2019
Riannah Reade	Approved - 10/2/2019
Denelle Carrington	Approved - 10/10/2019
Amy Shepherd	Approved - 10/10/2019
Marshall Rudolph	Approved - 10/10/2019
Jeffrey Hollowell	Final Approval - 10/10/2019

# *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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14<sup>th</sup> day of May 2019 an order was duly made and entered as follows:

*Sheriff –  
American  
Security Sole-  
Source Blanket  
P.O.*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) declare American Security Group of Vista, CA a sole-source provider of security surveillance system equipment; and B) authorize a blanket purchase order in the amount of \$30,000 payable to American Security Group of Vista, CA for routine equipment replacement during the 2019-2020 fiscal year in addition to the annual maintenance contract (\$12,344), contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14<sup>th</sup>  
Day of May, 2019

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: May 15, 2019



**CLINT G. QUILTER**  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

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



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

For Clerks Use Only
AGENDA NUMBER
15

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** May 14th, 2019

**SUBJECT:** Approval of American Security Group Blanket Purchase Order

**DEPARTMENTAL RECOMMENDATION:**

- 1) Authorize blanket purchase order for routine equipment replacement costs with American Security Group in an amount of \$30,000 during FY 2019/2020 in addition to the annual maintenance contract (\$12,344.00), contingent on the approval of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement items are needed annually to ensure the system stays operational. When the security system was installed, it was the best option for the price the county could afford. Over the years with annual budget cuts, the equipment has not been replaced as it should be and we are experiencing multiple failures per year that are outside of the maintenance agreement offered. Each site visit ranges in price from \$4000-\$7000 depending on the equipment needed and labor charges. In an attempt to mitigate emergency purchases throughout the year, we are requesting blanket purchasing authority above and beyond the maintenance contract.

**ALTERNATIVES:**


There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available as it could cost upwards of \$1,000,000.00. The Sheriff's office has been researching other security options, but at this time has not found an affordable solution.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding is included in the 2019-2020 requested Budget Unit 022706 Jail Security object code 5265 Other Professional Services.

**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>5-3-19</u>
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**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 5/6/19

# *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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14<sup>th</sup> day of May 2019 an order was duly made and entered as follows:

**Sheriff –  
American  
Security Group  
Sole-Source  
Maintenance  
Contract**

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) declare American Security Group of Vista, CA a sole-source provider of video security maintenance and support; and B) approve the contract between the County of Inyo and American Security Group for the provision of security surveillance system equipment maintenance and support, in the amount of \$12,344 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14<sup>th</sup>  
Day of May, 2019



**CLINT G. QUILTER**  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: May 15, 2019





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

For Clerks Use Only

AGENDA NUMBER

14

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** May 14th, 2019

**SUBJECT:** Approval of American Security Group Maintenance Agreement

**DEPARTMENTAL RECOMMENDATION:**

- 1) Declare American Security Group a sole source provider for video security maintenance and support.
- 2) Request Board ratify the contract between the County of Inyo and American Security Group for the provisions of services, maintenance of security surveillance system equipment, for the period of July 1, 2019 through June 30, 2020 in the amount of \$12344.00, and authorize the Sheriff or his designee to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**




American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is robust, comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement of equipment not covered by the terms of the service agreement or warranty.

**ALTERNATIVES:**

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

**OTHER AGENCY INVOLVEMENT:**

Funding is included in the 2019-2020 requested budgets in Budget Unit 022706 Jail Security and Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/26/19</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>4/30/2019</u>
PERSONNEL DIRECTOR:  Risk	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of <del>personnel</del> services prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/08/2019</u>

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



Date: 5/9/19

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the MAINTENANCE AND SUPPORT services of AMERICAN SECURITY GROUP of VISTA, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from 07/01/2019 to 06/30/2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$12,344.00 (see attached proposal #1012587) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

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

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

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

#### **14. CANCELLATION.**

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

#### **15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. 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.

**24. 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>OFFICE OF THE SHERIFF</u>	Department
<u>PO DRAWER 5</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

Contractor:	
<u>AMERICAN SECURITY GROUP</u>	Name
<u>PO BOX 48</u>	Street
<u>VISTA, CA 92085</u>	City and State

**25. 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 AMERICAN SECURITY GROUP**  
**FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

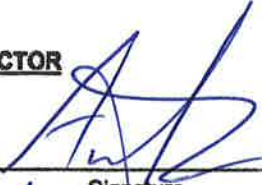
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 10th DAY OF September, 2019.

**COUNTY OF INYO**

By:   
Signature  
Matt Kingsley  
Print or Type Name

Dated: 09-10-19

**CONTRACTOR**

By:   
Signature  
Anthony Spunky  
Print or Type Name

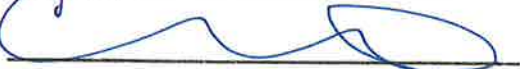
Dated: 8/26/2019

APPROVED AS TO FORM AND LEGALITY:

County Counsel



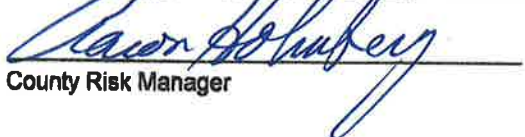
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**TERM:**

**FROM:** 07/01/2019      **TO:** 06/30/2020

**SCOPE OF WORK:**

SEE ATTACHED AMERICAN SECURITY GROUP PROPOSAL #1012587 AND ATTACHED AMERICAN SECURITY GROUP SERVICES AGREEMENT.



September 29<sup>th</sup>, 2017

**Inyo County Sheriff's Office**  
550 S Clay St  
Independence, CA 93526

Attention: **Jared Sparks**

Subject: **Silver Level Security Systems Support Agreement for Inyo Sheriff's Office and Jail facility**

American Security Group ("ASG") proposes to provide enhanced support services for the System Galaxy access control and OnSSI Ocularis video security systems at Inyo County Sheriff's Office and Jail.

#### **SERVICES PROVIDED**

---

##### **ACCESS CONTROL SYSTEM**

- Provide general upkeep and maintenance of the System Galaxy application server, including all services and applications, as needed.
- Perform major System Galaxy software version upgrade for all Galaxy servers and clients.
- One-year Galaxy software maintenance license included.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Provide 24-hour tech support for Galaxy operators.
- Verify holiday schedule is programmed per Inyo guidelines.
- Ensure Galaxy database backups are configured as per Inyo IT guidelines.
- Restore Galaxy database from most recent backup if database becomes damaged.
- Provide reports for Galaxy operators as required, during normal business hours.
- Provide database scripting services and custom reports (see Special Conditions / Exclusions for details).
- Manage Galaxy operators and permissions in accordance with Inyo security policy.

##### **VIDEO SECURITY SYSTEM**

###### **Video Management System**

- Provide general upkeep and maintenance of the Ocularis application server, including all OnSSI services and applications, as needed.
- Verify and optimize server performance: check video archive length, event recording, custom features (if applicable), and ensure recording schedules meet Inyo security requirements.
- Verify network connections and thresholds.
- Manage Ocularis operators and permissions in accordance with BLB&G security policy.
- Provide 24-hour tech support for Ocularis operators.
- One-year OnSSI software support license included (for current cameras; future camera additions charged separately).

## **SPECIAL CONDITIONS / EXCLUSIONS**

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- Agreement includes technical support services for current Galaxy and Ocularis systems only. If technical support services for additional or expanded Galaxy / Ocularis systems are required after the execution of this agreement, ASG reserves the right to submit a revised cost basis for said agreement.
- Agreement does not include maintenance and support on operating systems, database engines, and virtual machines that are provided and/or maintained by Inyo IT
- ASG Citrix Service and Remote Desktop access required for technical support services.
- Galaxy database scripting and custom report services included with this agreement are for current system capabilities only. Manufacturer generated scripting services may incur additional fees.
- Unscheduled/emergency service visits and/or T&M service requests will be provided at discounted rates as per the following guidelines:
  - Normal business hours (Monday – Friday, 08:00 am – 5:00 pm): \$ 95.00 per hour
  - Extended hours (emergencies, evenings, weekends and holidays): \$ 145.00 per hour
  - Given Inyo’s location service visits will be subject to a flat rate trip charge. This will provide a savings over directly charged labor at normal or discounted rates
    - Flat “Trip Charge” rate will be \$ 995.00. This will be billed in addition to labor rate for hours spent on jobsite
- Actions performed or required by third party vendors to hardware or software not included.
- Agreement does not include the repair or replacement of any non-warranty equipment that is discovered to be defective in any manner during the inspection. ASG will provide Inyo with an estimate to repair or replace said equipment upon completion of the inspection.
- This agreement does not cover rental costs for high reach equipment that may be required for service and inspection of the security system equipment. If high reach equipment is necessary, Inyo agrees to either furnish it at the time of service or be billed for equipment services provided by ASG.
- ASG makes no claim that neither security equipment nor this service plan will prevent or stop criminal activity.
- Pricing good until July 31<sup>st</sup>, 2019.

## **ADDITIONAL TERMS**

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- The term of the support agreement will be for a period of one (1) year beginning on a date to be selected by Inyo by written notice to ASG.



**COSTS**

<b>ACCESS CONTROL SYSTEM:</b>	<b>\$ 850.00</b>
<b>VIDEO SECURITY SYSTEM:</b>	<b>\$ 8,100.00</b>
<b>SOFTWARE SUPPORT / MAINTENANCE:</b>	<b>\$ 3,394.00</b>
Subtotal:	<b>\$ 12,344.00</b>
Sales Tax:	<b>\$ 00.00</b>
<b>TOTAL:</b>	<b>\$ 12,344.00</b>

Should you have any questions or require additional information, please contact Preston Gregory at (760) 727-4020 or pgregory@amergroup.com. If you accept this proposal under the terms and conditions set forth, please execute the Certificate Acceptance on the following page.

Very respectfully,

Preston Gregory  
Business Development Manager  
American Security Group



**CERTIFICATE OF ACCEPTANCE**

**Date:**

**Customer:**

**Address:**

**City & State:**

**Contract Number:**

**PO Number (if applicable):**

**Work Title or Description:**

**Inyo hereby accepts the proposal of American Security Group (ASG) dated April 18<sup>th</sup>, 2019 to which this Certificate is attached.**

**Inyo**

**American Security Group**

**Date:** 05/14/19

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

  
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

JARED SPARKS  
\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**TERM:**

**FROM:** 07/01/2019      **TO:** 06/30/2020

**SCHEDULE OF FEES:**

See attached American Security Group Proposal #1012587.



# Proposal

Date	Proposal #
4/18/2019	1012587

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo County Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Inyo County Sheriff's Dept Support and Service Agreement Revised for 2019/2020 Fiscal Year to Include Remote Support Only		
	IP Video System Service & Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
2.00	IP Video Server Maintenance & Support	250.00	500.00
2.00	IP Video Storage Device Maintenance & Support	225.00	450.00
4.00	IP Video Network Equipment Maintenance & Support	250.00	1,000.00
4.00	IP Video Client Workstation Maintenance & Support	250.00	1,000.00
93.00	IP Video Camera Maintenance & Support	50.00	4,650.00
	Subtotal		8,100.00
	Access Control System Service and Support Agreement		
1.00	Access Control System Service Plan (Base)	500.00	500.00
1.00	Access Control Server Service and Support	250.00	250.00
1.00	Access Control System Controller Maintenance & Support	50.00	50.00
1.00	Access Control Power Supply Maintenance & Support	50.00	50.00
	Subtotal		850.00
	System Software Updates		
	OnSSI Video Management System		
1.00	Ocularis Enterprise Base 1 Year StayCURRENT	169.00	169.00
93.00	Ocularis Enterprise Camera 1 Year StayCURRENT	32.00	2,976.00
	System Galaxy Access Control		
1.00	Additional 1 year software maintenance	249.00	249.00
	Subtotal		3,394.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY:  DATE: 05/17/19  
 SALED & PROVER  
 PO Box 48 Vista CA, 92085 www.amsecgroup.com  
 Voice 760-727-4020 Fax 760-727-4027  
 CA LIC 665638 ACO LIC 4234

<b>Subtotal</b>	\$12,344.00
<b>Tax (8.75%)</b>	\$0.00
<b>Total</b>	\$12,344.00



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF VIDEO SECURITY SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**TERM:**

**FROM:** 07/01/2019      **TO:** 06/30/2020

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***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.



# Proposal

Date	Proposal #
9/30/2019	1012313

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo County Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Server Upgrade and Replacement New Video Servers Offered at Discount Rate Due to Being Purchased Back		
	Video Servers - Performance to process HD cameras recording H.264 compression generating 446Mbps per Recording Server. - For OS and VMS, a fast RAID is configured for performance and redundancy with BBU - 105TB per Recording Server - Redundant 900W (1+1) high-efficiency power supply - Windows Server 2012 R2 OS		
2.00	VVSST V46 Series Video Server/Appliance	28,260.50	56,521.00T
	Subtotal		56,521.00
	Valued Customer Discount	-43.00%	-24,304.03
	Labor for Installation, Configuration and Full Programming		
8.00	Systems and Database Lead Technician	125.00	1,000.00
24.00	Video System Lead Technician	85.00	2,040.00
24.00	Installation Technician	55.00	1,320.00
4.00	Lodging and Expenses	195.00	780.00
	SCOPE: - Installation of new servers and storage arrays to replace aging video servers		
	WARRANTY: American Security Group will warranty its installation to be free of defects in material and workmanship for a period of one year. All equipment carries its full manufacturer's warranty.	0.00	0.00
	Customer is responsible for providing the following:(where applicable) - 110 VAC power outlet - Internet connection/IP address - Client workstation PC or PC's - Access to work areas during work hours		0.00T
	Information obtained from the buyer or his agent was used to formulate this proposal. American Security Group reserves the right to submit a change order if items are discovered during the implementation of this proposal that will require additional equipment, special insurance requirements and/or labor.	0.00	0.00
	The sale price reflected on this proposal includes a 3.7% cash discount. Major credit cards are accepted, however, payment by credit card will negate the 3.7% discount.	0.00	0.00

I hereby authorize performance of this proposal and agree to the following payment terms: <b>Net 30</b>		<b>Subtotal</b>	\$37,356.97
ACCEPTED BY: _____ DATE: _____		<b>Tax (8.0%)</b>	\$2,577.36
PO Box 48 Vista CA, 92085 www.amsecgroup.com Voice 760-727-4020 Fax 760-727-4027 CA LIC 665638 ACO LIC 4234		<b>Total</b>	\$39,934.33



# County of Inyo



## County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:**

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the July 1, 2019-June 30, 2022 Memorandum of Understanding between the County of the Inyo and the Deputy Sheriff's Association (DSA).

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

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

**ATTACHMENTS:**

1. Inyo County DSA MOU

**APPROVALS:**

Darcy Ellis  
Darcy Ellis  
Sue Dishion  
Amy Shepherd

Created/Initiated - 10/9/2019  
Approved - 10/9/2019  
Approved - 10/9/2019  
Approved - 10/9/2019

Marshall Rudolph

Final Approval - 10/10/2019

# **MEMORANDUM OF UNDERSTANDING**

**between**

**INYO COUNTY DEPUTY SHERIFF'S  
ASSOCIATION**

**and**

**COUNTY OF INYO**

**July 1, 2019 to June 30, 2022**

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**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN**

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

July 1, 2019 to June 30, 2022

**Section 1 – Introduction**

**Article 1 – Recognition**

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

**Article 2 – Purpose**

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

**Article 3 – Non-Discrimination**

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

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

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

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

#### Article 4 – Personnel Rules and Regulations

- A. County Personnel Rules and Regulations as adopted by the Board of Supervisors and all amendments thereto are incorporated herein.
- B. The Department and Association agree to continue implementing the Department Rules and Regulations as most recently revised.

#### Article 5 – Membership

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

#### Article 6 – Merit System Membership

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

## **Section 2 – Salaries / Additional Compensation**

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

### **Article 1 – Salaries**

#### **Equity Adjustment:**

Retroactive to July 11, 2019 – 1.5%

July 9, 2020 – 1.5%

July 8, 2021 – 1.5%

#### **COLA:**

Retroactive to July 11, 2019 – 2%

July 9, 2020 – 2%

July 8, 2021 – 2%

The total increase will be 3.5% per year

Addition of an F Step, retroactive to July 11, 2019, to the salary table, which is a 5% increase above E Step. Employees currently at E step will move to F Step upon ratification of the contract. Any other Classic Member that is not currently at E Step, will be moved up one step upon ratification. The employee's anniversary will not change upon ratification (for example, if their next step is due in March 2020, they will receive their next step increase in March 2020.)

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

### **Article 2 – Step Raises**

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

### **Article 3 – Overtime and Compensatory Time**

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

leave. Hours of work shall include time off scheduled as sick leave or vacation leave.

A member may choose to place overtime into the compensatory time off leave accrual. Compensatory time off accruals shall not exceed 156 hours (13 days). Compensatory time off shall be taken with the approval of the Department.

On two (2) occasions (December and July: First full pay period) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of 40 hours of accrued compensatory time in a calendar year. (Example: member elects to convert 30 hours in July; member can only convert 10 in December.)

See Appendix B for guidelines of cash in lieu of.

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

- A. Minimum Call-Out for Sergeant, Investigator, Corporal, Deputy
  1. In the event a member is called out to work other than their regular shift, they will be paid a minimum of three (3) hours at time and one-half (1.5) for any call-outs regardless of time required to complete the calls.
  2. A Call-Out is constituted by the member being notified of the detail, making preparation to respond to the detail, notifying dispatch, forming their unit, they are in service and en route to the detail.
- B. Standby: In the event that a member is required to remain in their beat area, on their regularly scheduled day off, or before or after their regular shift, they shall be paid three (3) hours straight time pay per eight (8) hour standby period with a minimum of one (1) hour at straight time pay. Standby time shall not count as hours worked for purposes of calculating overtime.

Standby time will only be used in emergency situations. An emergency is defined as a National, State or Local disaster, or an impending immediate danger to the public peace or safety, or other such specific event as declared by the Sheriff or their designated representative.
- C. On-Call: In the event that a member is required to remain within the County, on their regularly scheduled day off, or before or after

their regular shift, they shall be paid three (3) hours straight time pay per eight (8) hour On-Call period with a minimum of one (1) hour of straight time pay. On-Call time shall not count as hours worked for purposes of calculating overtime.

1. Investigators shall receive ten (10) hours of straight time for on-call status per two (2) day weekend. In the event of a three (3) day weekend, Investigators shall receive fifteen (15) hours straight time for On-Call status.
2. Corporal/Investigators placed into On-Call status shall not have such compensation count as hours worked for purposes of calculating overtime.

D. Call Outs: In the event an employee is called and physically responds to work other than their regular shift, they will be compensated with a minimum of three (3) hours overtime (paid at time and one-half [1.5]) regardless of the time it takes to complete the call-out. Time expended in excess of three (3) hours will be compensated at time and one-half (1.5) providing the employee is not on regularly scheduled work hours.

Should a deputy be called to work early to assist or relieve a different deputy up to an hour prior to the member's shift (example: night shift gets called into work at 1725 hours but was scheduled to work at 1800), that member will be paid for the full hour at time and one-half (1.5). Should the member be called into work early between an hour and three hours prior to the member's shift, they shall be compensated for a three (3) hour call-out at time and one half (1.5).

These guidelines shall only apply to callouts not scheduled meetings or events. Members will be compensated at minimum of one (1) hour at time and one-half (1.5).

In the event an employee is called out by dispatch or a supervisor but then cancelled prior to physically responding, member will be compensated for one (1) hour at time and one-half (1.5).

## Article 5 – Scheduling

- A. Regular twenty-eight (28) day work period schedules will be posted seven (7) days prior to the first day of the work period. Exceptions may have to be made when emergencies are determined by the Sheriff or their designated representative.

- B. Members subject to shift rotation shall be rotated on a one (1), two (2) or three (3) twenty-eight (28) day work period basis. Rotation is to be through all shifts. Frequency of rotation will be at the discretion of the Division Commander.

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

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

## Article 6 – Workday and Workweek

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

- A. Employees on an eight (8) hour daily work schedule will work five (5) consecutive days, with two (2) consecutive days off.
- B. Employees on a four (4) day, ten (10) hour per day work schedule will work four (4) consecutive days with three (3) consecutive days off.
- C. Employees on a three (3) day, twelve (12) hour per day work schedule will work six (6) twelve (12) hour shifts and one eight (8) hour shift per fourteen (14) day work period for a total of eighty (80) work hours.
- D. The County Administrator may in their discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

## Article 7 – Shift Differential

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

- B. Members assigned to work graveyard shift shall receive an additional four percent (4%) compensation. Shifts designated as Graveyard and Night are the graveyard shift.
- C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.
- D. 8-, 10- and 12-hours shifts should be reflected as follows:

<b>8-hour shifts</b>	<b>10-hour shifts</b>	<b>12-hour shifts</b>
0600-1400 Days	0600-1600 Days	0600-1800 Days
1400-2200 Swings	1600-0200 Swings	1400-0200 Swings
2200-0600 Graves	2000-0600 Graves	1800-0600 Graves

### Article 8 – Retention Incentive Pay

County agrees to provide the following retention incentive increases:

At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.

### Article 9 – Class “B” License

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

### Article 10 – Bilingual

The County agrees to compensate members who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

- Spanish I – Those who can communicate with the public will receive an additional two percent (2%) of base pay.
- Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.
- Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.



Upon passing the testing procedure administered by Cooperative Personnel Services (CPS), Department Heads will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing an exam that tests their oral communication skills and reading and writing ability.

## Article 11 – Uniforms

- A. County agrees to pay a uniform allowance of \$1,000 per year for the cleaning, replacement and maintenance of member's clothing.
- B. This allowance shall be paid per pay period in the amount of \$38.46.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$250 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$250 is to come from the current \$1,000 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$28.85 per pay period for the first year of employment.

## Article 12 – Safety Equipment

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

*Gun*  
*Holster*  
*Sam Browne belt and accessories*  
*Baton and holder*  
*Handcuff case and handcuffs*  
*Flashlight (batteries and bulb)*  
*Ammunition and holder*  
*Safety helmet*  
*Body armor (ballistic vest)*  
*Parka*

*Rain gear, jacket and pant protectors  
Load Bearing Vest*

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

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

Upon separation, the member is responsible for the fair market replacement cost of any issued item not returned.

### Article 13 – Not Applicable

### Article 14 – Other Compensation

#### A. Education Incentive

1. County agrees to compensate Members holding Associate College Degrees an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding Bachelor College Degrees an additional seven and one-half percent (7.5%) of the Member's classification base pay.
3. County agrees to compensate Members holding Master College Degrees an additional ten percent (10%) of the Member's classification base pay.

#### POST Certificate Incentive

1. County agrees to compensate Members holding an Intermediate Certificate issued by Peace Officers Standards and Training (POST) an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding an Advanced Certificate issued by Peace Officers Standards and Training (POST) an additional ten percent (10%) of the Member's classification base pay.
3. County agrees to compensate Members holding a Supervisors Certificate issued by Peace Officers Standards and Training (POST) an additional fifteen percent (15%) of the Member's classification base pay.

Education and POST incentives are cumulative, however the max compensation would be fifteen percent (15%) for both POST certificate/education incentive combined. (Example: if a member has an advanced POST – ten percent (10%) and Bachelor degree – seven and a half percent (7.5%) the max incentive would be fifteen percent [15%]).

#### B. Qualification Incentive

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

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

#### C. Canine Pay

Employees who are regularly assigned responsibility or canine handling and care shall receive ten and one-half (10.5) hours per pay period paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. Those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned K9 handler shall receive this "Canine Premium Pay" regardless of their compensatory time or holiday leave.

Employees assigned as canine handlers will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handlers' normal days off.

#### D. Resident Deputy Pay

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

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

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

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

1. In the event the M.I.N.T. Council appoints a member of the Association to the Supervising Agent position, the member will be reporting to and receiving orders from the M.I.N.T. Council, which is composed of the heads of various local law enforcement agencies, including but not limited to the Sheriff's Department and District Attorney's Office. The parties hereby agree that any member appointed to the Supervising Agent position will be supervised by the M.I.N.T. Council, in addition to the regular supervision by their superiors at the Sheriff's Department or District Attorney's Office.
2. The responsibilities of Supervising Agent include significant duties and responsibilities, which may be above and beyond those usually associated with the position of the member appointed as Supervising Agent. Accordingly, the parties agree that in the event the M.I.N.T. Council selects a member as the Supervising Agent, the position of M.I.N.T. Supervising Agent shall be compensated by payment commensurate with that of Sergeant. This premium pay above the member's base salary shall be paid to any member below the rank of Sergeant, occupying the position of Supervising Agent of the M.I.N.T. Task Force.
3. Appointment to the position shall be at the sole discretion of the M.I.N.T. Council with the approval of the Sheriff or District Attorney. Premium pay for this position will be paid upon appointment to Supervising Agent, retroactive to the date of appointment, and for the period of time the member remains the Supervising Agent. A member may be relieved of their position of Supervising Agent at any time and for any reason by the M.I.N.T. Council, so long as the member is provided thirty (30) days prior written notice of such decision. The member may also be relieved of the position of Supervising Agent, upon thirty (30) days prior written notice, if the M.I.N.T. Task Force is disbanded or if the Sheriff or District Attorney withdraws that department's participation in the Task Force, which may be done at the department head's sole discretion. The removal of a member from the Supervising Agent position and subsequent loss of premium pay, by the Sheriff or District Attorney for disciplinary reasons, is

subject to the rules regarding discipline; however the subsequent removal by the M.I.N.T. Council and subsequent loss of premium pay for non-disciplinary reasons is not subject to review and not subject to disciplinary rules. The payment of premium pay will not affect any other compensation or other terms and conditions of employment of the member occupying the position of Supervising Agent, nor will the member suffer any loss of compensation or benefits by reason of payment of premium pay.

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

#### F. Field Training Pay

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

#### G. Search and Rescue Pay

Members who are certified as Search and Rescue personnel shall receive an additional five percent (5%) of the Member's classification base pay. Only up to four (4) members can receive the stipend based on the Sheriff's recommendation.

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

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

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

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

- B. Members assigned duties as Acting Sergeant, Acting Investigator or Acting Corporal for a period of eight (8) calendar days will be paid at the higher classification, retroactive to the first day worked in the

acting classification, after the initial eight (8) day period and until they are no longer assigned to the "Acting" position.

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

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

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

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

1. The scheduling supervisor will attempt to assure the deputy member receives the total number of days off due for the scheduling period, and
2. For any days scheduled beyond five (5) days (with the deputy member receiving the correct number of days off for the scheduling period) the deputy member shall receive four (4) hours of straight-time pay in addition to their straight-time pay unless the deputy member is entitled to overtime pay under Section 2, Article 3 for such day, in which case the deputy member shall only receive overtime pay and shall not receive additional pay provided for in this section.

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

3. When the deputy member is required to work beyond five (5) days and does not receive the total number of days off required in the scheduling period, the deputy member shall be

compensated as follows:

- a. If the member is entitled to over-time pay under Section 2, Article 3 for the day, the member shall receive that pay plus eight (8) hours of straight-time; or
  - b. If the member is not entitled to over-time pay per Section 2, Article 3 the member shall be paid time and one-half (1.5) in addition to their regular straight time pay.
4. No Deputy member shall be scheduled for a seventh (7<sup>th</sup>) day in a row without a Command Officers approval base on a clear statement of department need.

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

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

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

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

Work Time/ Overtime Compensation: It is understood that all hours worked over eighty (80) hours in the work period will be considered and paid as overtime. “Work Time” is defined as all-time physically on

the job (including travel time for training). Overtime will be compensated in accordance with the Inyo County Personnel Rules and Regulations, article Five (5) section 5.15.

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

- E. Members required to work a double shift will be paid at the rate of time and one-half (1.5) for the second shift.
- F. Members required to work a full second shift in a 24-hour period shall be paid at the rate of time and on-half (1.5). This shall not apply during normal shift rotation.



## **Section 3 – Leave**

### **Article 1 – Vacation**

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

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

### **Article 2 – Holidays**

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

### **Article 3 – Sick**

Each employee shall accrue sick leave at the rate of 4.61536 hours per pay period. There is no limit on the amount of sick leave that may be accrued.

County agrees to credit new employees with thirty-six (36) hours of sick time upon hire and the employees will stay at those thirty-six (36) hours until that sick time would be accrued, approximately eight (8) pay periods.

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

### **Article 5 – Maternity**

Personnel Rule 10.2 governs maternity leave.

### **Article 6 – Leave Pool**

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

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

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

#### Article 7 – Holiday Compensation

In lieu of receiving leave (paid day off) for holidays, members will be paid for holidays a total of eight and one-half percent (8.5%) of base pay. The payment will be paid on each paycheck for a total of 26 pay periods.

## Section 4 – Other Benefits

### Article 1 – Insurance

#### A. Medical

1. County will pay 80% of monthly premium, and Member will pay 20% of monthly premium for either PORAC, PERS Choice, or PERS Care medical plans during the term of this MOU.
2. County will pay 100% of monthly premium for PERS Select plan during the term of this MOU.
3. County agrees to pay 50% of the annual deductible of all plans. Payment of the deductible amount will be by reimbursement to the employee.
4. Employees may opt out of health insurance if they have other medical coverage. If they do so, the county will pay the following amounts to the employee per pay period:
  - i. Employee only coverage - \$ 92.31
  - ii. Employee plus one - \$ 184.62
  - iii. Employee plus family - \$ 276.93

#### B. Dental

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

#### C. Optical

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

#### D. Life

County and DSA agree to a re-opener once information is received to change the life insurance for the entire county.

#### E. Short-Term Disability

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may

have the matter heard only up to the level of the County Administrator.

F. Long-Term Disability

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

Article 2 – Retirement Provisions

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

1. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.

2. The member will pay for the other half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.

3. PERS benefit to safety employees shall consist of:

a. The "highest year" computation for these employees will be based on highest one year's salary.

b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.

c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).

d. All other provisions as amended in the County PERS contract.

B. The County agrees to provide all employees hired before January 1, 2013 the 3% at 50 formula PERS retirement for safety members. The "highest year" computation for these employees will be based on the single highest paid year of service.

C. County will implement PEPRA as outlined in the law for all new employees hired after January 1, 2013.

### Article 3 – Flexible Spending Program

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

### Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

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

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

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

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

### **Article 1 – No Smoking Policy**

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

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

- A. The Association agrees to the County Alcohol and Drug Abuse Policy as last amended, September, 1991. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. Except as provided in the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation (as referenced below), the County also agrees that members who are required by the department to undergo an alcohol or drug test as described in the policy will:
1. Be entitled to a second sample and independent analysis of the second sample; and
  2. Be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.
- B. The Association also agrees to the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

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

County will provide an Employee Assistance Program.

### **Article 4 – Travel Pay**

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

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

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

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

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

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

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

#### Article 6 – Re-opener

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

- Second tier retiree health benefits
- Tuition Reimbursement Program

#### Article 7 – Mistaken Overpayments

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

#### Article 8 – Probation Period

All employees considered as laterals will serve a twelve (12) month probationary period. Employees considered as new hire employees will serve an eighteen (18) month probationary period. At twelve (12) months a probationary

step increase will be granted if a satisfactory evaluation is received. All new promotional positions will serve a twelve (12) month probationary period.

#### Article 9 – Departmental Cooperation

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

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

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

#### Article 11 – Internal Affairs

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

#### Article 12 – Court Time

When a member is off duty and is subpoenaed or called to appear in court, the member will be paid time and one-half (1.5) for a minimum of four (4) hours.



- A. Actual hours worked shall be credited to hours worked for purposes of calculating overtime.
- B. In the event a member becomes subject to a “Call-Out” in conjunction with court time, only one minimum, either “Call-Out” or Court Time, compensation will apply.

When a member is off duty and is subpoenaed or called to appear in court for an arbitration hearing, the member will be paid time as follows:

- 1. If a member is required to appear in person on behalf of the county during arbitration, the member will be compensated a minimum of four (4) hours at time and one-half (1.5) if on scheduled time off. If the member appears telephonically, the member will be compensated for actual time appearing at time and one-half (1.5) if on scheduled time off.
- 2. If a member is requested to appear in person or telephonically during arbitration on behalf of the appellant, such member will be compensated for the actual time appearing at time and one-half (1.5) hours if on scheduled time off.

### Article 13 – Appointment Within Department

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

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

- 1. Sergeant's Exam

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

- 2. Investigator Exam

- a. Oral exam only.

- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.
    - c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.
  - 3. Corporal Exam
    - a. Oral exam only.
    - b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Sergeant or above.
    - c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.
- B. Oral Board Guidelines
  - 1. Review of past yearly evaluations.
  - 2. Review of past departmental disciplinary action with candidate allowed reasonable time to explain their position on such past action.
  - 3. Past experience of supervision or ability to supervise.
  - 4. Educational accomplishment.
- C. Job Experience Requirement: A minimum of three (3) years as a full-time Peace Officer in the State of California, the last two (2) years of which shall have been with the Inyo County Sheriff's Department and must possess an Intermediate P.O.S.T. Certification.
- D. Promotional Eligibility List
  - 1. Separate lists shall be maintained for the position of Corporal, Investigator and Sergeant.
  - 2. Lists shall be available for review by all candidates.

## Article 14 – Administrative Reorganization

If Department layoffs are required, those having a below-standard

evaluation at last annual evaluation will be laid off first, and, thereafter, layoffs will be made by seniority.

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

## Article 15 – Transfers

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

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

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

## Article 16 – Seniority

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

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

## Section 6 – Other Terms

### Article 1 - Authorized Agents

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

A: County:	B: Association:
County Administrator	President, Inyo County Deputy
P.O. Box N	Sheriff's Association
Independence, CA 93526	P. O. Box 185
	Bishop, CA 93514

### Article 2 – No Strike – No Lockout

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slow down, sick out or any other job action by withholding or refusing to perform services.
- B. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, and failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- D. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in paragraph A of this article above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

### Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstance, if the County Administrative Officer or their designee so declares, any provision of this MOU, the Personnel Rules or resolutions of the County

which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

#### Article 4 – Re-Opener Clause

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

The County and DSA agree to reopeners for both Life Insurance and Retiree Health during this term. The current guideline for Life Insurance and Retiree Health will remain in place until an agreement is made and side letter is signed and ratified.

#### Article 5 – Organizational Rights and Responsibilities

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

**Section 2.** Indemnification - The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

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

- A. The Department will allow the on-duty officers of the Association (President, Vice-President, Secretary and Treasurer) to attend to Association business on duty, conducted in a reasonable manner and for a reasonable amount of time, not to exceed two (2) hours at any one time.
- B. On-duty members of the Association may attend Association meetings within their beat areas for a reasonable amount of time, not to exceed two (2) hours at any one time.

- C. The conduct of Association business while on duty will not excuse any member from the duties imposed on the Sheriff and deputies by Federal, State, or Local law, nor from any act or omission contrary to the rules and resolutions, orders, either written or verbal, and policy of the Department and the County of Inyo.

## Article 6 – Separability

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on Substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

## Article 7 – Sole and Entire Memorandum of Understanding

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

## Article 8 – Term of MOU

This Memorandum of Understanding shall continue and be in full force and effect until June 30, 2022 or until the negotiations for a comprehensive MOU between the County and Association for the period beginning July 1, 2022 have concluded, whichever is later. For purposes of this Article, negotiations are concluded when (1) the County and Association enter into a comprehensive MOU for the period beginning July 1, 2022, or (2) either County or Association declares impasse with regard to negotiation for a comprehensive MOU for the period beginning July 1, 2022. The County will provide each employee represented by the Association a copy of this and all subsequent MOUs.


## Article 9 – Equity Reductions

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

## Article 10 – Ratification and Execution

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

Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into as of this 15<sup>th</sup> day of October, 2019.

 10-9-2019  
Mark Smith  
President Inyo County Deputy Sheriff's  
Association

\_\_\_\_\_  
Rick Pucci  
Chairperson Inyo County Board of  
Supervisors

**ATTACHMENT A****DSA EMPLOYEES  
EFFECTIVE OCTOBER 17, 2019  
(Retro Back to 07/11/19)  
2% COLA + 1.5% EQUITY ADJUSTMENT  
TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,468	4,694	4,920	5,179	5,436	5,708
067SB	4,692	4,927	5,165	5,437	5,708	5,993
067SC	4,803	5,046	5,289	5,568	5,844	6,136
067SD	4,915	5,163	5,412	5,697	5,979	6,278
067SE	5,027	5,280	5,535	5,827	6,115	6,421
067SF	5,138	5,398	5,658	5,956	6,251	6,564
070SA	4,907	5,151	5,401	5,682	5,967	6,265
070SB	5,152	5,411	5,671	5,967	6,267	6,578
070SC	5,275	5,538	5,806	6,108	6,414	6,735
070SD	5,398	5,666	5,941	6,250	6,563	6,892
070SE	5,520	5,795	6,076	6,392	6,713	7,048
070SF	5,643	5,924	6,211	6,534	6,862	7,205
071SA	5,168	5,428	5,690	5,987	6,285	6,599
071SB	5,427	5,699	5,974	6,287	6,600	6,929
071SC	5,555	5,835	6,117	6,437	6,756	7,094
071SD	5,685	5,970	6,259	6,586	6,913	7,259
071SE	5,814	6,106	6,402	6,736	7,070	7,424
071SF	5,943	6,242	6,544	6,886	7,227	7,589
074SA	5,402	5,674	5,950	6,260	6,572	6,901
074SB	5,672	5,957	6,247	6,572	6,901	7,246
074SC	5,807	6,099	6,396	6,729	7,065	7,419
074SD	5,942	6,241	6,545	6,886	7,229	7,592
074SE	6,077	6,383	6,694	7,042	7,394	7,764
074SF	6,212	6,525	6,843	7,199	7,558	7,937



**DSA EMPLOYEES**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA + 1.5% EQUITY ADJUSTMENT**  
**TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,624	4,858	5,092	5,360	5,626	5,908
067SB	4,856	5,099	5,346	5,627	5,908	6,203
067SC	4,971	5,223	5,474	5,763	6,049	6,351
067SD	5,087	5,344	5,601	5,896	6,188	6,498
067SE	5,203	5,465	5,729	6,031	6,329	6,646
067SF	5,318	5,587	5,856	6,164	6,470	6,794
070SA	5,079	5,331	5,590	5,881	6,176	6,484
070SB	5,332	5,600	5,869	6,176	6,486	6,808
070SC	5,460	5,732	6,009	6,322	6,638	6,971
070SD	5,587	5,864	6,149	6,469	6,793	7,133
070SE	5,713	5,998	6,289	6,616	6,948	7,295
070SF	5,841	6,131	6,428	6,763	7,102	7,457
071SA	5,349	5,618	5,889	6,197	6,505	6,830
071SB	5,617	5,898	6,183	6,507	6,831	7,172
071SC	5,749	6,039	6,331	6,662	6,992	7,342
071SD	5,884	6,179	6,478	6,817	7,155	7,513
071SE	6,017	6,320	6,626	6,972	7,317	7,684
071SF	6,151	6,460	6,773	7,127	7,480	7,855
074SA	5,591	5,873	6,158	6,479	6,802	7,143
074SB	5,871	6,165	6,466	6,802	7,143	7,500
074SC	6,010	6,312	6,620	6,965	7,312	7,679
074SD	6,150	6,459	6,774	7,127	7,482	7,858
074SE	6,290	6,606	6,928	7,288	7,653	8,036
074SF	6,429	6,753	7,083	7,451	7,823	8,215

**DSA EMPLOYEES**  
**EFFECTIVE JULY 8, 2021**  
**2% COLA + 1.5% EQUITY ADJUSTMENT**  
**TOTAL OF 3.5% INCREASE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
067SA	4,786	5,028	5,270	5,548	5,823	6,115
067SB	5,026	5,277	5,533	5,824	6,115	6,420
067SC	5,145	5,406	5,666	5,965	6,261	6,573
067SD	5,265	5,531	5,797	6,102	6,405	6,725
067SE	5,385	5,656	5,930	6,242	6,551	6,879
067SF	5,504	5,783	6,061	6,380	6,696	7,032
070SA	5,257	5,518	5,786	6,087	6,392	6,711
070SB	5,519	5,796	6,074	6,392	6,713	7,046
070SC	5,651	5,933	6,219	6,543	6,870	7,215
070SD	5,783	6,069	6,364	6,695	7,031	7,383
070SE	5,913	6,208	6,509	6,848	7,191	7,550
070SF	6,045	6,346	6,653	7,000	7,351	7,718
071SA	5,536	5,815	6,095	6,414	6,733	7,069
071SB	5,814	6,104	6,399	6,735	7,070	7,423
071SC	5,950	6,250	6,553	6,895	7,237	7,599
071SD	6,090	6,395	6,705	7,056	7,405	7,776
071SE	6,228	6,541	6,858	7,216	7,573	7,953
071SF	6,366	6,686	7,010	7,376	7,742	8,130
074SA	5,787	6,079	6,374	6,706	7,040	7,393
074SB	6,076	6,381	6,692	7,040	7,393	7,762
074SC	6,220	6,533	6,852	7,209	7,568	7,948
074SD	6,365	6,685	7,011	7,376	7,744	8,133
074SE	6,510	6,837	7,170	7,543	7,921	8,317
074SF	6,654	6,989	7,331	7,712	8,097	8,503



## COUNTY OF INYO

### CASH IN LIEU OF LEAVE HOURS POLICY- APPENDIX B

#### ELIGIBILITY:

Requirements for obtaining eligibility to receive cash in lieu of compensatory (comp) hours are set forth in "Article 3 – Overtime and Compensatory Time" of the Deputy Sheriff's Association (DSA) MOU or Resolution, and may include:

- A. The employee's hire date and type of employment
- B. The employee's position classification.
- C. The number of cumulative hours earned.
- D. Maximum amount of compensatory hours for cash out.

#### ELECTION PROCESS:

As to employees covered by the MOU that adopt the County's policy, of Constructive Receipt the following conditions shall apply:

- A. To cash out leave, an employee must make an irrevocable election to cash out leave in the calendar year proceeding taxable calendar year in which the leave is cashed out.
- B. Elections will be processed each calendar year during the Benefits Open Enrollment period for employees hired prior to that open enrollment period (September-November) during which time an employee will have the opportunity to make an irrevocable election of cash in lieu of leave hours for hours scheduled to accrue in the next taxable calendar year.
- C. All elections must be received and recorded by the Auditor-Controller's Office on or before December 31<sup>st</sup> of the calendar year preceding the taxable calendar year accrual and cash out period (taxable pay periods between January 1 and December 31).
- D. Employees hired after December 31<sup>st</sup> shall not be eligible to elect a purchase until the next calendar year.
- E. DSA Employees: Employees exercising the cash out option must contain at least the number of hours of comp leave banked that they wish to buy back.
- F. Employees that qualify for the election process may cash out up to a maximum of forty (40) hours of accrued compensatory time per calendar year (example: member elects to convert 30 hours in July; he or she can only convert 10 hours in December). Employee must have a minimum of 40 hours available to participate. Payment of the cash out will be completed two times per year in July and December. The scheduled date is available at the Auditor-Controller's Office, Payroll.
- G. If an employee elects into the Cash in Lieu Program for the July payment and does not qualify based on hours available, the request for cash out will carry over to the December payment.
- H. If an employee elects into the Cash In Lieu Program and does not qualify, Payroll will notify them that no payment will be processed.
- I. Employees ineligible to receive cash in lieu of leave hours must wait for the next open enrollment cycle to perform another election to purchase.

**PAYROLL SERVICES  
ELECTION / DEDUCTION AUTHORIZATION  
CASH IN LIEU OF LEAVE HOURS 2020**

*Return completed form to: Auditor-Controller*



**COUNTY OF INYO**

**ELECTION TO RECEIVE CASH IN LIEU OF LEAVE HOURS - Deputy Sheriff's Association (DSA)**

To be eligible to receive cash in lieu of leave hours, an employee must first submit an irrevocable written election by **December 31, 2019**. Employees who are eligible for cash in lieu of leave hours and do not make an affirmative election by the end of the preceding calendar year shall be deemed to have irrevocably elected not to redeem leave hours for pay in the subsequent calendar year. **Payment of the cash in lieu will be made in July 2020 and December 2020.**

I **elect** to receive cash in lieu of leave hours for calendar year 2020.

By doing so, I may receive additional, taxable compensation (cash in lieu). This amount, if any, will be determined based on qualifying factors as stipulated under the applicable collective agreement/individual contract and pursuant to County of Inyo and Auditor- Controller's Office Administrative policies and procedures.

The number of hours I am electing to receive as cash in lieu of leave hours during calendar year 2020:

**July Payment: Enter the number of elected hours** \_\_\_\_\_

**December Payment: Enter the number of elected hours** \_\_\_\_\_

*(in the event that hours are unavailable at the July Payment, the election will carry over to the December Payment up to the maximum cash out of forty (40) hours)*

I **wave** my right to receive cash in lieu of leave hours for calendar year 2020. By doing so, I understand this is irrevocable for calendar year 2020.

\_\_\_\_\_  
**EMPLOYEE SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DEPARTMENT**

\_\_\_\_\_  
**PRINTED NAME**

**FOR AUDITOR-CONTROLLER USE ONLY**

Employee qualifies to purchase cash in lieu of hours for calendar year 2020,

In the amount of: \_\_\_\_\_ Form Received: \_\_\_\_\_

Approved

Disqualified

Reason: \_\_\_\_\_



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Clint Quilter

**SUBJECT:** Workshop on City of Los Angeles-owned Surplus Property

---

**RECOMMENDED ACTION:**

Request Board: A) conduct workshop regarding disposal of surplus City of Los Angeles-owned property; and B) provide any follow-up direction to staff as necessary.

**SUMMARY/JUSTIFICATION:**

The City of Los Angeles Department of Water and Power (DWP) is proposing to auction several parcels of City of Los Angeles-owned property. The DWP letters and maps of the subject parcels are attached. There are five parcels in the corporate limits of the City of Bishop, three parcels in the unincorporated community of Independence, and one parcel in the unincorporated community of Lone Pine.

DWP is required to determine if Inyo County is interested in purchasing the property for a public use. At this point, it is unknown under what terms and by what process a purchase would occur. The deadline to express interest is October 25, 2019.

The attached documents have been circulated to all County department heads with a request to determine whether these parcels might further some business need of the County. As these documents were received on October 8, 2019, staff has not yet formulated a recommendation. We expect to provide additional information at your Board meeting.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. LADWP Notice of Surplus Property for Sale 10.08.19
2. LADWP Notice of Surplus Property for Auction 10.08.19

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/10/2019
Darcy Ellis	Approved - 10/10/2019
Clint Quilter	Approved - 10/10/2019
Marshall Rudolph	Approved - 10/10/2019
Clint Quilter	Final Approval - 10/10/2019



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

Cynthia McClain-Hill, Vice President

Jill Banks Barad

Susana Reyes

Susan A. Rodriguez, Secretary

RECEIVED

2019 OCT -8 AM 8:15

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE SUPERIOR COURT

Martin L. Adams, General Manager and Chief Engineer

October 3, 2019

Mr. Clint G. Quilter  
Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

Dear Mr. Quilter:

Subject: Disposal of Surplus City of Los Angeles-owned Property

The Los Angeles Department of Water and Power (LADWP) is proposing to sell a parcel of City of Los Angeles (City) owned property. The sale property is located in Inyo County and is shown in the table below (map enclosed):

ASSESSOR'S PARCEL NO.	LOCATION	ADDRESS	SIZE
Por. of 008-010-41	Bishop	233 Maclver Street	2.34 acres

Pursuant to the provisions of Section 7.22(c), Article 4, Chapter 1, Division 7, of the Los Angeles Administrative Code, LADWP is asking your department to review the subject property and determine whether you are interested in purchasing the property for City use.

Please respond by **October 25, 2019**, to Ms. Elsa Jimenez, Property Manager at [elsa.jimenez@ladwp.com](mailto:elsa.jimenez@ladwp.com) or by mail to 300 Mandich Street, Bishop, CA 93514-3449, attention Elsa Jimenez, indicating whether or not your department has an interest in the property.

If we have not received a response from you within the above timeframe, we will assume that you have no interest in this property and that you will have no objections to it being deemed surplus and offered for sale.

Mr. Clint G. Quilter  
Page 2  
October 3, 2019

If you have any questions regarding this matter, you may contact Ms. Jimenez as indicated above or by phone at (760) 873-0201.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clarence E. Martin".

Clarence E. Martin  
Manager of Aqueduct

Enclosure

SRC:src

c: Ms. Elsa Jimenez  
Real Estate





N

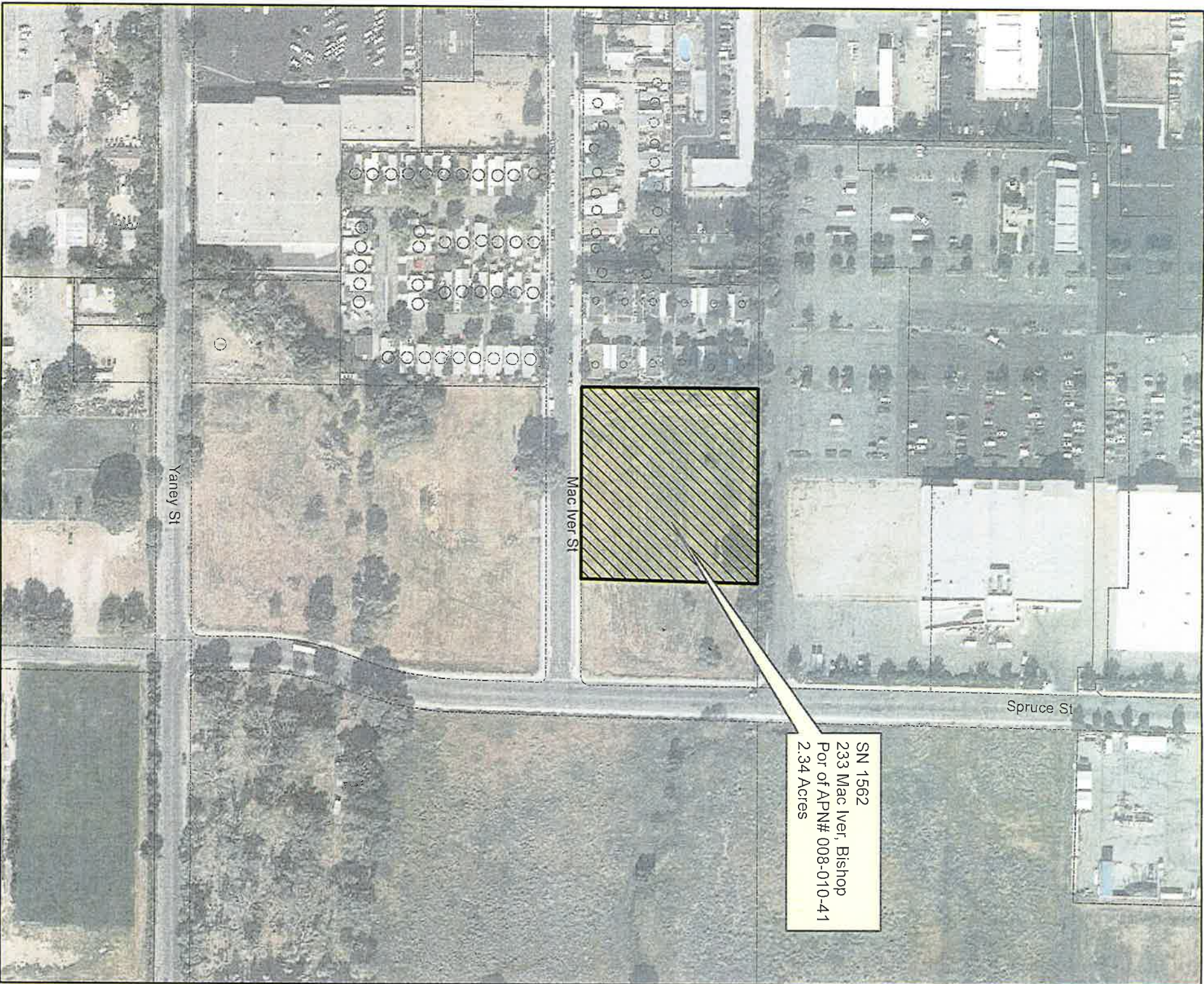
200



0

200

Feet



Yaney St

Mac Iver St

Spruce St

SN 1562  
233 Mac Iver, Bishop  
Por of APN# 008-010-41  
2.34 Acres



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners  
Mel Levine, President

Cynthia McClain-Hill, Vice President

Jill Banks Barad

Susana Reyes

Susan A. Rodriguez, Secretary

RECEIVED

2019 OCT -8 AM 8:29

INYO COUNTY  
ADMINISTRATIVE  
CLERK AT THE CLERK'S OFFICE

Martin L. Adams, General Manager and Chief Engineer

October 3, 2019

Mr. Clint G. Quilter  
Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

Dear Mr. Quilter:

Subject: Disposal of Surplus City of Los Angeles-owned Property

The Los Angeles Department of Water and Power (LADWP) is proposing to auction several parcels of City of Los Angeles (City) owned property. The auction properties are located in Inyo County and are shown in the table below (maps enclosed):

ASSESSOR'S PARCEL NO.	LOCATION	ADDRESS	SIZE
001-030-12-00	Bishop	794 North Main Street	0.71 acres
Por. of 008-040-09	Bishop	1220 North Main Street	0.51 acres
Por. of 008-360-06	Bishop	Vacant - Wye Road	1.38 acres
Por. of 008-250-01	Bishop	620 South Main Street	0.89 acres
Por. of 002-056-06	Independence	102 South Edwards Street	0.29 acres
002-102-08	Independence	204 South Edwards Street	0.15 acres
002-046-10	Independence	145-149 North Edwards Street	0.06 acres
005-067-08	Lone Pine	220 North Main Street	0.08 acres

Pursuant to the provisions of Section 7.22(c), Article 4, Chapter 1, Division 7, of the Los Angeles Administrative Code, LADWP is asking your department to review the subject property and determine whether you are interested in purchasing the property for City use.

Please respond by **October 25, 2019**, to Ms. Elsa Jimenez, Property Manager at [elsa.jimenez@ladwp.com](mailto:elsa.jimenez@ladwp.com) or by mail to 300 Mandich Street, Bishop, CA 93514-3449, attention Elsa Jimenez, indicating whether or not your department has an interest in the properties.

Mr. Clint G. Quilter  
Page 2  
October 3, 2019

If we have not received a response from you within the above timeframe, we will assume that you have no interest in these properties and that you will have no objections to them being deemed surplus and offered for sale.

If you have any questions regarding this matter, you may contact Ms. Jimenez as indicated above or by phone at (760) 873-0201.

Sincerely,



Clarence E. Martin  
Manager of Aqueduct

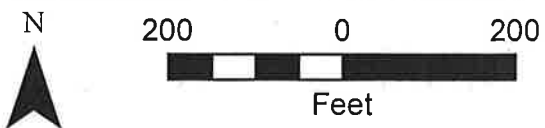
Enclosures

SRC:src

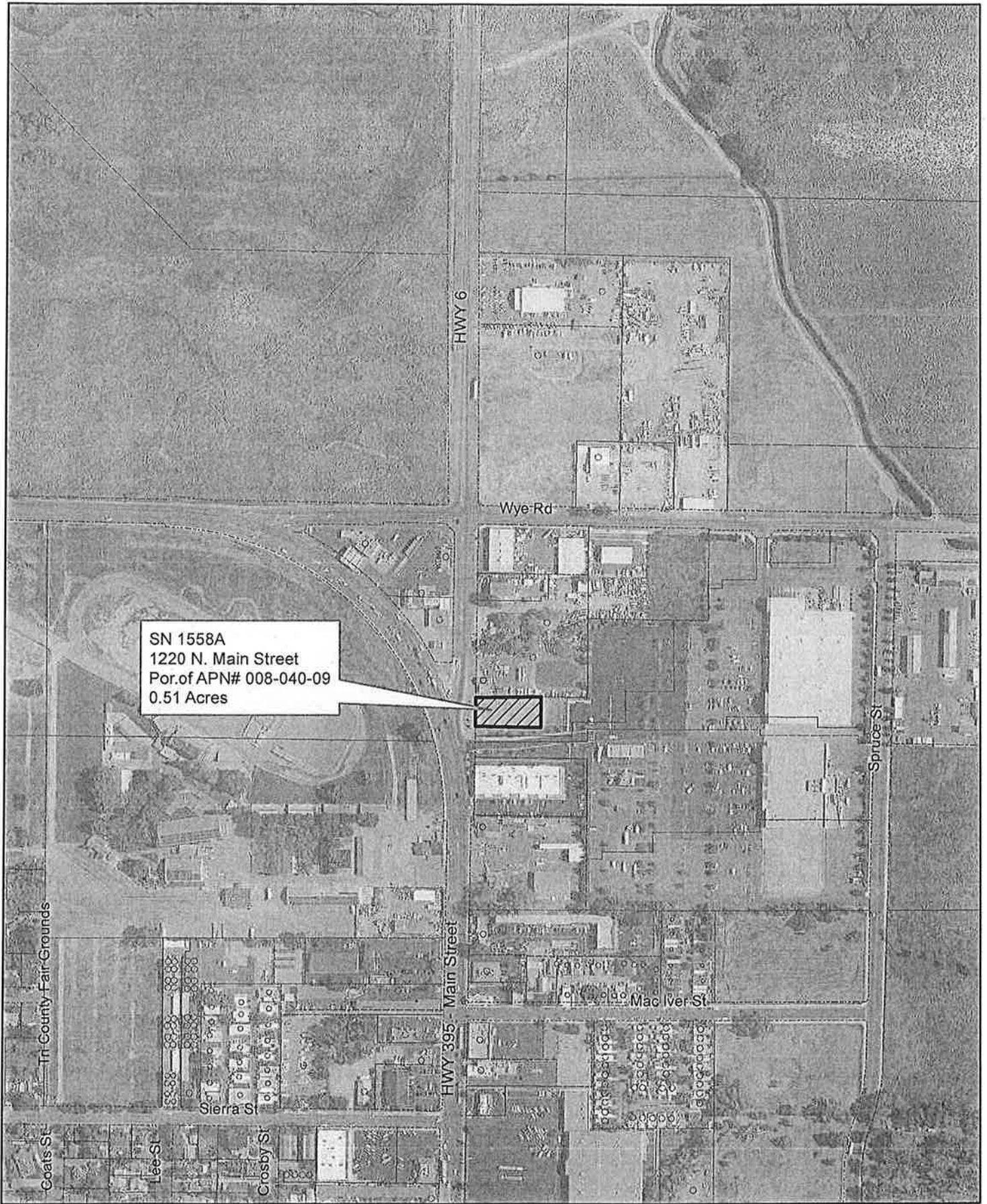
c: Ms. Elsa Jimenez  
Real Estate



SN 1554A  
794 N. Main Street  
APN# 001-130-12  
0.71 Acres



# Auction Properties

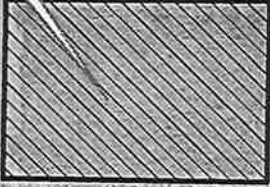


SN 1558A  
1220 N. Main Street  
Por. of APN# 008-040-09  
0.51 Acres



# Auction Properties

SN 1556A  
Lot on Wye Road  
Por. of APN# 008-360-06  
1.38 Acres

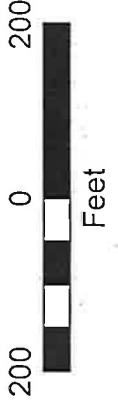


Wye Rd

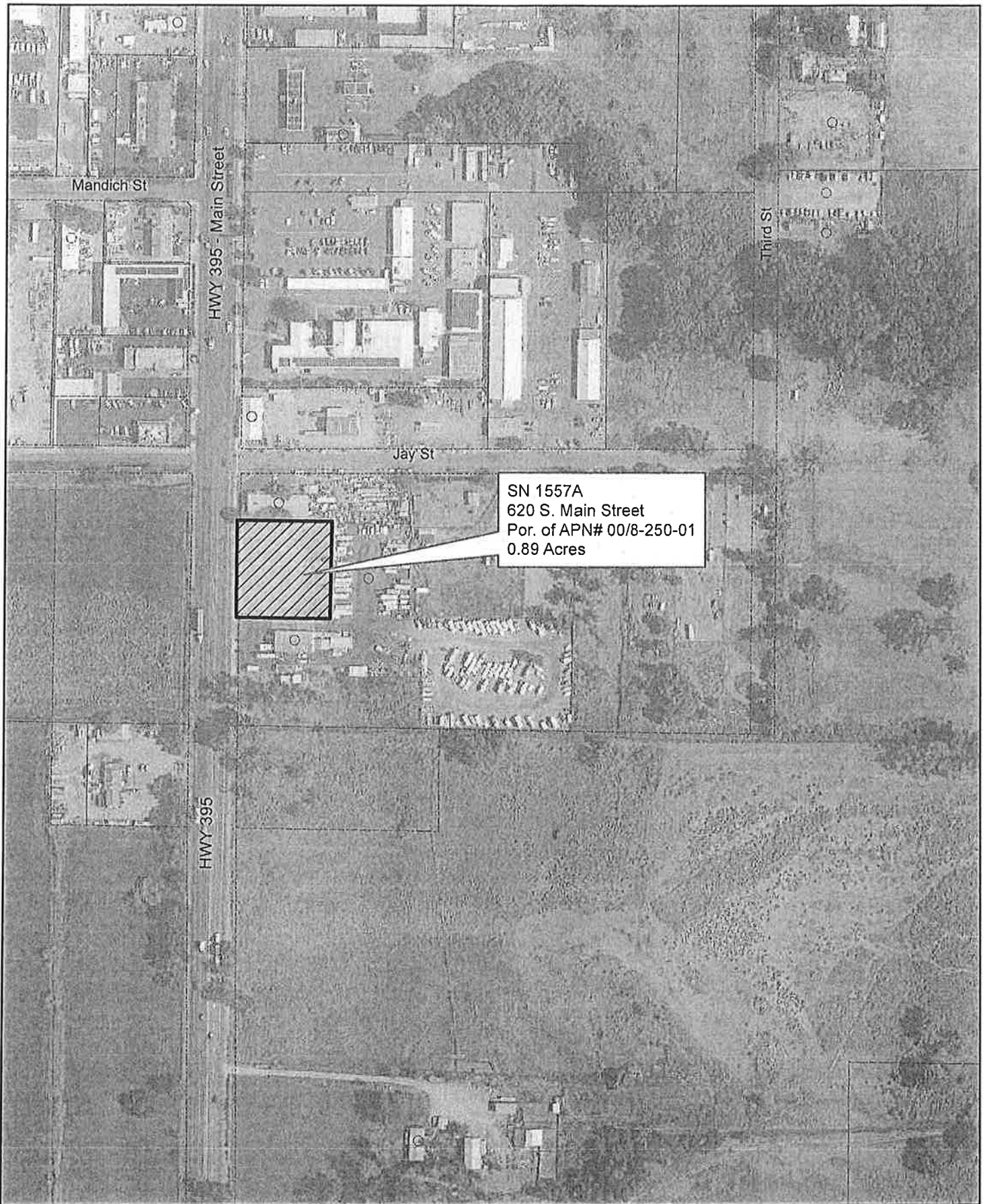
Spence St

HWY 6

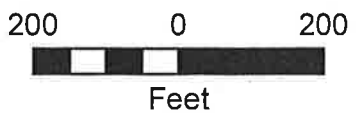
HWY 395 - Main Street



# Auction Properties



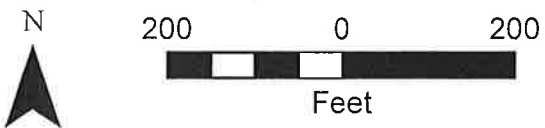
SN 1557A  
620 S. Main Street  
Por. of APN# 00/8-250-01  
0.89 Acres



# Auction Properties



SN 1559A  
102 S. Edwards Street  
Por. of APN# 002-056-06  
0.28 Acres

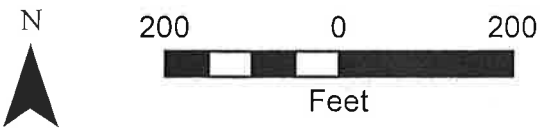


# Auction Properties





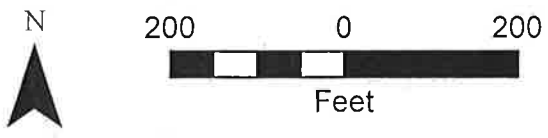
SN 1563A  
204 S. Edwards Street  
Independence  
APN# 002-102-08  
0.15 Acres



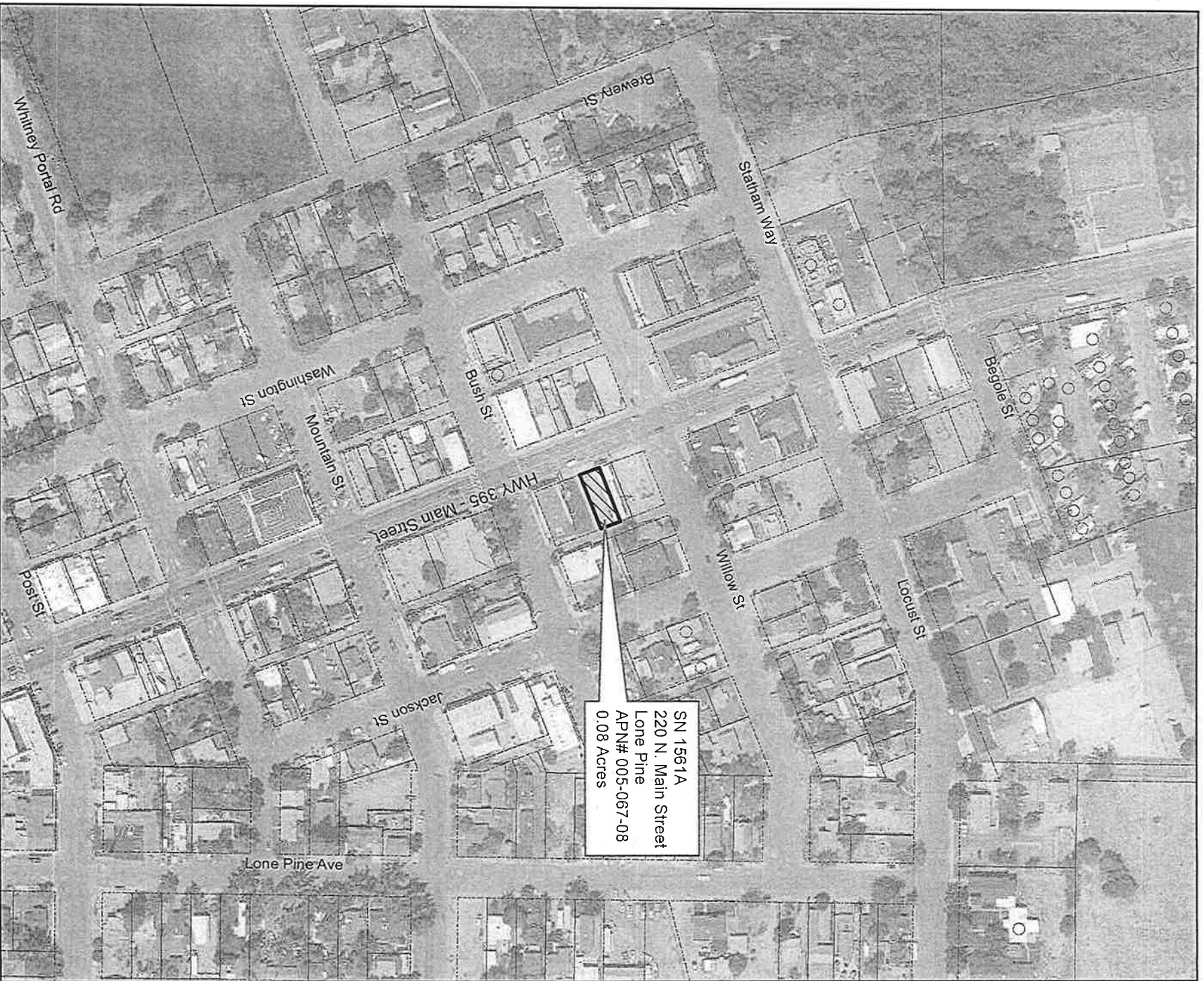
# Auction Properties



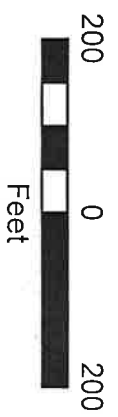
SN 1560A  
145-149 N. Edwards St  
APN# 002-046-10  
0.06 Acres



# Auction Properties



SN 1561A  
220 N. Main Street  
Lone Pine  
APN# 005-067-08  
0.08 Acres



# Auction Properties



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Request to Fill Three Vacancies on the Inyo Fish & Wildlife Commission

---

**RECOMMENDED ACTION:**

Request Board: A) reappoint Mr. Doug Brown to the Inyo Fish & Wildlife Commission to complete a four-year term ending October 6, 2023; B) appoint Mr. Warren Allsup as an alternate to the Inyo Fish & Wildlife Commission to complete a term ending October 6, 2021; and C) consider letters of interest received for a third term, expiring October 6, 2023, and fill the vacancy.

**SUMMARY/JUSTIFICATION:**

Two terms on the Inyo Fish and Wildlife Commission were scheduled to expire October 6. Per your Board's policy, the upcoming vacancies were advertised in the newspaper and both members serving in those terms were notified of the opportunity to reapply. A vacant term for an alternate on the Commission was also advertised at the same time.

Two letters of interest were received by the application deadline: one from Mr. Doug Brown seeking reappointment to another four-year term, and one from Mr. Warren Allsup, who did not specify for which term he was applying. When contacted, Mr. Allsup indicated he would be willing to serve in the alternate position. Both of their letters of interest are attached.

The remaining four-year regular-member term was re-advertised and two letters of interest were received by the deadline: one from Mr. Steven Ivey requesting reappointment and one from Mr. Toby Dickinson requesting appointment.

Your Board's appointment policy states that in instances where a recruitment results in more candidates than positions available, those candidates are to be extended the opportunity to submit additional information about themselves that may help your Board in making its decision. Both Mr. Ivey and Mr. Dickinson were notified of this policy at the close of the application period and invited to submit additional information. Mr. Ivey submitted a second letter. Mr. Dickinson did not respond. All three letters are attached.

A fourth vacancy will be opening up soon on the Inyo Fish & Wildlife Commission with the resignation of member Mr. Joe Pecsí, effective November 1. The announcement of his resignation came after the 3 vacancies currently up for your consideration were already advertised. Per Board policy, anticipated vacancies cannot be advertised earlier than 60 days prior to the term going vacant. In accordance with this timeline, a Notice of Vacancy will be published October 17.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to make any appointments at this time and have the three terms presented to you today re-advertised along with the one scheduled to be advertised October 17.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no fiscal impact to the County associated with these appointments outside of the costs to advertise the vacancies in the newspaper of record.

**ATTACHMENTS:**

1. Notice of Vacancy #1
2. Warren Allsup-F&W Comm.
3. Doug Brown-F&W Comm.
4. Notice of Vacancy #2
5. Toby Dickinson-F&W Comm.
6. Steve Ivey-F&W Comm. (First Letter)
7. Follow-Up Letters to Candidates for Single Vacancy
8. Steve Ivey-F&W Comm. (Second Letter)

**APPROVALS:**

Darcy Ellis  
Clint Quilter

Created/Initiated - 10/9/2019  
Final Approval - 10/10/2019

# 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:

**September 5<sup>th</sup>**  
In the year of **2019**

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

Dated at Bishop, California, on this  
**5<sup>th</sup> Day of September, 2019**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED  
2019 SEP 10 PM 12:40  
INYO COUNTY  
ADMINISTRATIVE

## Proof of Publication of Public Notice

### NOTICE OF VACANCY INYO FISH & WILDLIFE COMMISSION

**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is accepting appli-  
cations to fill three (3) vacan-  
cies on the Inyo Fish & Wildlife  
Commission: one unexpired  
four-year term for an alternate  
ending October 6, 2021 and  
two four-year terms for regular  
members ending October 6,  
2023.

If you are interested in serving  
on the Inyo Fish & Wildlife  
Commission, please submit  
your request for appointment to  
the Clerk of the Board of Su-  
pervisors at P.O. Drawer N, In-  
dependence, CA 93526 or del-  
lis@inyocounty.us. In order for  
your request for appointment to  
be considered, it must be re-  
ceived on or before 5:00 p.m.  
Monday, September 16, 2019.  
**Please specify the term for  
which you are applying.**  
(IR 09.05.2019 #19951)

Sep 5, 2019

I would like to serve on the  
Inyo Fish & Wildlife Commission.

I am a past Inyo Co Supervisor  
and spent 30 years as a Fish &  
Game Warden in Calif -

I am retired and have the time  
to do the job.

Thank you,

Warner J Allsup  
2221 Longview Dr.  
Bishop, Calif 93514  
760-872-2231

RECEIVED

2019 SEP 10 AM 11:48

INYO COUNTY

APPROPRIATE  
CLERK

Doug Brown  
325 Rossi Hill Road  
Bishop, CA 93514

RECEIVED  
2019 SEP 11 PM 12:18

September 7, 2019

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE COURT

Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93526

Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. As a current member of the Commission I have had the pleasure of making recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have and will preserve and protect the wildlife resources of the County for the benefit of our residents and visitors alike.

I would like to continue to serve and respectfully request appointment to complete another four-year term ending October 6, 2023. Your consideration of my request is gratefully appreciated.

Sincerely,



Doug Brown





# 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:

**September 21<sup>st</sup>**  
In the year of **2019**

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

Dated at Bishop, California, on this  
**21<sup>st</sup> Day of September, 2019**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 SEP 27 AM 9:19

INYO COUNTY  
ASSISTANT CLERK

---

## Proof of Publication of Public Notice

### NOTICE OF VACANCY INYO FISH & WILDLIFE COMMISSION

NOTICE IS HEREBY GIVEN  
that the Inyo County Board of  
Supervisors has extended the  
deadline to apply for one va-

cancy on the Inyo Fish & Wild-  
life Commission: one four-year  
term for a regular member end-  
ing October 6, 2023.

If you are interested in serving  
on the Inyo Fish & Wildlife  
Commission, please submit  
your request for appointment to  
the Clerk of the Board of Su-  
pervisors at P.O. Drawer N, In-  
dependence, CA 93526 or del-  
lis@inyocounty.us. In order for  
your request for appointment to  
be considered, it must be re-  
ceived on or before 5:00 p.m.  
Monday, September 30, 2019.  
**Please specify the term for  
which you are applying.**  
(IR 09.21.2019 #19977)

**From:** Toby Dickinson [mailto:tdickinson1@suddenlink.net]  
**Sent:** Thursday, September 26, 2019 11:15 AM  
**To:** Darcy Ellis  
**Subject:** Re: Inyo Fish and Wildlife Commission

The Inyo County Board of Supervisors  
Darcy Ellis  
RE: appointment to the Fish and Wildlife Commission

My name is Toby Dickinson. I have lived in Inyo County since 1986. At that time I was appointed by the Honorable Judge Don Chapman as the Chief Probation Officer for the county. One of my duties was to act as the Juvenile Traffic Officer. A challenging and learning position. While there I met and spoke with the game wardens in our county as well as the minors who had allegedly violated a law. As I said, challenging, but informative and rewarding. I retired from Inyo County Probation after seventeen years as chief.

Since retiring I've worked in a sporting goods store and have spoken with many law enforcement officers as well as the general public about current and pending regulations. I believe my contacts and background would make me a viable candidate for the four year opening coming up on the commission.

Thank you for your consideration.

Toby Dickinson

Steve Ivey  
255 No. Washington Street  
Independence, CA 93526

RECEIVED  
2019 SEP 24 PM 1:27

INYO COUNTY  
ADMINISTRATIVE  
CLERK OF THE BOARD

September 7, 2019


Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93526

Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. As a current member of the Commission I have had the pleasure of making recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have and will preserve and protect the wildlife resources of the County for the benefit of our residents and visitors alike.

I would like to continue to serve and respectfully request appointment to complete another four-year term ending October 6, 2023. Your consideration of my request is gratefully appreciated.

Sincerely,

  
Steve Ivey





EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

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

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

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

October 2, 2019

Toby Dickinson  
1037 Ed Powers Rd.  
Bishop, CA 93514

Dear Mr. Dickinson:

Thank you for applying to serve on the Inyo County Fish and Wildlife Commission. The application period ended at 5 p.m. Monday, September 30, 2019, and resulted in more letters of interest being received than there are positions available.

The Board of Supervisors has a policy in place for proceeding in situations such as this, in which the candidates are invited to submit more information about themselves once the application period has closed. (Policy attached.) As such, and to assist the Board of Supervisors in selecting which candidates to serve on the Inyo County Fish and Wildlife Commission, you are invited to submit a more thorough application letter and/or resume detailing your qualifications for the position and your reasons for applying, and including any other information you feel would help the Supervisors in their decision-making process. This is optional, and not mandatory.

If you choose to submit additional information, it must be received no later than 5 p.m. Tuesday, October 8 at the Board Clerk's Office, P.O. Drawer N, Independence, CA 93526 or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). The Board of Supervisors will be making its decision during the October 15 Board meeting, and you are further invited to attend the meeting and answer any questions the Board may have at that time.

Should you have any questions, feel free to contact me at (760) 878-0373, or [dellis@inyocounty.us](mailto:dellis@inyocounty.us).

Sincerely,

Darcy Ellis,  
Assistant Clerk of the Board of Supervisors

enclosure



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)

MEMBERS OF THE BOARD  
DAN TOTHEROH  
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RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

October 2, 2019

Steve Ivey  
225 N. Washington St.  
Independence, CA 93526

Dear Mr. Ivey:

Thank you for applying to serve on the Inyo County Fish and Wildlife Commission. The application period ended at 5 p.m. Monday, September 30, 2019, and resulted in more letters of interest being received than there are positions available.

The Board of Supervisors has a policy in place for proceeding in situations such as this, in which the candidates are invited to submit more information about themselves once the application period has closed. (Policy attached.) As such, and to assist the Board of Supervisors in selecting which candidates to serve on the Inyo County Fish and Wildlife Commission, you are invited to submit a more thorough application letter and/or resume detailing your qualifications for the position and your reasons for applying, and including any other information you feel would help the Supervisors in their decision-making process. This is optional, and not mandatory.

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Should you have any questions, feel free to contact me at (760) 878-0373, or [dellis@inyocounty.us](mailto:dellis@inyocounty.us).

Sincerely,

Darcy Ellis,  
Assistant Clerk of the Board of Supervisors

enclosure

documentation);

- (d) the date the term expires;
  - (e) any requirements for the position (e.g. district residency or professional or educational requirements, etc.); and
  - (f) any other pertinent information which will be useful in filling the vacancy.
2. Once the Clerk of the Board has received this written notification, the vacancy notice will be published, not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs, The vacancy will be noticed per the requirements for posting as set forth in Government Code Section 54974. It will be published once in the legal advertisement section of the local newspaper and posted in each of the County Libraries. The Notice will identify the Board, Commission or Committee which has the vacancy and include the title of the position vacated, the term-of-office to be filled, the deadline for filing the "request for appointment" with the Clerk of the Board's Office, and the telephone number of the responsible Department, should the applicants have any questions. The Notice will be published and posted so that any potential applicant has a minimum of ten working days from the date of the publication or posting of the notice, which ever is later, to seek the appointment.
  3. The Assistant Clerk of the Board will also send a letter to any alternate members of the Board, Committee, or Commission having the vacancy, notifying them of said vacancy so that the Alternate may consider applying for appointment to a full-time position.
  4. The filing period for the vacancy will close per the "noticed date" and a copy of each of the requests for appointment, which were received on or before the filing deadline, will be forwarded to the responsible Department.
  5. The responsible Department, no later than twenty (20) days after the filing deadline or as otherwise required by law, will submit an "agenda request item" to have the vacancy filled by the Board of Supervisors. The agenda item requesting the appointment should be worded in such a manner as to note the name of the Board, Committee, or Commission in which the vacancy has occurred, the title of the vacancy, the length of term, and the list of all of the applicants. The agenda item back-up documentation should include a copy of each applicants' correspondence requesting appointment.

If the number of requests for appointment exceeds the number of vacancies, the department head, or his/her designee, responsible for overseeing the committee/commission will invite the applicants to submit a more robust application and/or resume that will be presented to the Board of Supervisors as part of its deliberation process. The department head, or his/her designee, will also invite the applicants to appear at the meeting where the Board of Supervisors will be making the appointments to the commission/committee, at which time the applicants should be prepared to answer questions as the Board considers each candidate's qualifications.

6. Once the request for appointment is agendized and the Board has filled the vacancy, the Clerk of the Board will notify the Department through a Board Order, amend the "Boards, Committees and Commissions Book," notify the applicant of his/her appointment, and process the necessary "Oath of Office."

October 3, 2019

RECEIVED

2019 OCT -3 AM 8:38

TO: County of Inyo board of supervisors

INYO COUNTY

I am seeking re appointment to the Inyo county fish and game advisory commission. I have served on the commission for about ten years. I have resided in independence for 54 years and have been active with wildlife conservation my entire life. I understand the needs of our county pertaining to fisheries and wildlife management. I also have a deep understanding of the current climate within the California department of fish and wildlife. I would like very much to continue serving the board of supervisors.

Sincerely

Steven Ivey



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 15, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of October 1, 2019.

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 10/9/2019  
Final Approval - 10/9/2019



# Agenda

## County of Inyo Capital Asset Leasing Corporation

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

**October 15, 2019**

- 11:30 a.m.**
- A) ***Election of Officers*** – *The Board will elect a President, Secretary and Treasurer for the Corporation.*
  - B) ***Approval of Minutes*** – *The Board will consider approval of the October 16, 2018 Capital Asset Leasing Corporation meeting minutes.*
  - C) ***Financial Report*** – *Inyo County Treasurer-Tax Collector Alisha McMurtrie will present a Financial Report on the Corporation.*

# MINUTES

## County of Inyo CAPITAL ASSET LEASING CORPORATION

October 16, 2018

The Board of Directors of the Capital Asset Leasing Corporation of the County of Inyo, State of California, met at the hour of 11:32 a.m., on October 16, 2018, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Supervisors Dan Totheroh, Jeff Griffiths, Rick Pucci, Mark Tillemans and Matt Kingsley.

**Election of Officers** Chairperson Totheroh recessed the Board of Supervisors meeting at 11:32 a.m., to convene as the Capital Asset Leasing Corporation to conduct the Corporation's Annual Meeting. He called for nominations for President, Secretary and Treasurer.

Moved by Director Kingsley and seconded by Director Tillemans to nominate and elect Director Pucci as President, Director Tillemans as Secretary, and Director Griffiths as Treasurer. Motion carried unanimously.

Chairperson Totheroh turned the remainder of the meeting of the Capital Asset Leasing Corporation over to President Pucci.

**Minute Approval** Moved by Director Totheroh and seconded by Director Tillemans to approve the minutes of the October 17, 2017 meeting of the Capital Asset Leasing Corporation. Motion carried unanimously.

**Financial Update** Inyo County Treasurer-Tax Collector Alisha McMurtrie said because the corporation has not issued debt in 20 years, she is once again providing of a history of the corporation's activities in lieu of a traditional annual financial report. She said it's the County's intention to keep the Corporation active in preparation for possible future use. She noted she added a summary discussion to her report describing the County's readiness to issue debt, and suggested a credit rating update would need to be undertaken at some point. She also said the County's General Reserve levels will have an impact on that credit rating and reserves are currently below the standard average.

**Adjournment** President Pucci adjourned the meeting of the Capital Asset Leasing Corporation at 11:40 a.m.

---

President, Inyo County Capital Asset Leasing Corporation

Attest: *Clint G. Quilter*  
Clerk of the Board

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*



COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX  
[inyottc@inyocounty.us](mailto:inyottc@inyocounty.us)

ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

Inyo County Capital Asset Leasing Corporation  
Annual Financial Report  
For the meeting of  
October 15, 2019

**History:**

In 1990, the Inyo County Capital Asset Leasing Corporation issued Certificates of Participation (COPs) in the total amount of \$5,000,000.00 for the primary purpose of financing a new County Jail and Juvenile Detention Facility. In 1999, the County paid down the outstanding COP principal by \$900,000.00, and issued refunding COPs in the amount of \$2,940,000.00 in order to take advantage of lower interest rates, and thereby reduce the County's interest costs and annual debt (lease) payments. The County posted Assessor's Parcel Number 002-133-02 (new County Jail land and improvements) as collateral on the 1999 Refunding COPs.

**Cash Assets:**

On February 1, 2011, the final payment on the financing for the County Jail and Juvenile Facility was made, effectively bringing the Reserve fund to a zero balance and closing the account. There are currently no cash assets.

**Current Standing:**

The Capital Asset Leasing Corporation currently has no issuances. The Corporation remains in effect and positioned to provide services for any future debt service financing the County may enter into.

**Bond Rating:**

Over the life of the financing, Moody's Investor Service rated the County's 1999 Refunding COPs at Baa1. This rating has since been reaffirmed. This issue was discussed at a Financial Advisory Committee meeting and the previous County Administrator indicated that the County was going to seek an updated financial review and obtain a current rating. I am not aware of the status of that update.

Prepared by: Alisha McMurtrie, Treasurer-Tax Collector

# Agenda

## County of Inyo Board of Equalization

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

**October 15, 2019**

- 1:30 p.m.**
1. **ELECTION OF OFFICERS** – The Board will elect a Chairperson and Vice Chairperson of the Board of Equalization for calendar 2019.
  2. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of December 11, 2018.
  3. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
  4. **STIPULATION** – Request approval of the Stipulation of Value for Assessment Appeal No. 2018-06, concerning, Assessor Parcel No. 002-015-056, submitted by Sunrun, Inc.
  5. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2018-08, concerning Assessor Parcel No. 002010-283, submitted by Waterlogic Americas LLC.

# MINUTES

# County of Inyo Board of EQUALIZATION

December 11, 2018

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:51 p.m., on Tuesday, December 11, 2018, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Dan Totheroh, presiding, Rick Pucci, Jeff Griffiths, Mark Tillemans, and Matt Kingsley.

- Agenda Items Pulled      The Assistant Clerk of the Board announced that late yesterday afternoon the representative for the Thomas and Mary Ver Hoef Trust had withdrawn all six tax assessment appeals that were the subject of the assessment appeal hearing listed as agenda item # 4, and as such, there was no longer a need to hold the hearing, or for the administering of oaths to all parties planning to provide testimony during said hearing, which was listed on the agenda as item #2. Both items were pulled from the agenda.
- Approval of Minutes      Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meeting of August 7, 2018. Motion carried unanimously.
- Stipulation of Value Application Nos. 2017-01, 2017-02, 2017-03, 2017-16, 2017-17, 2017-18 (Red Mountain Minerals, LLC)      Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to approve the Stipulations of Value for Assessment Appeal Nos. 2017-01, 2017-02, 2017-03, 2017-16, 2017-17 and 2017-18, concerning Assessor Parcel Nos. 046-090-01, 046-090-02, 046-120-46-26, 046-090-01, 046-090-02, and 046-120-40-26, respectively, submitted by Red Mountain Minerals, LLC. Motion carried unanimously.
- Adjournment      The Chairperson adjourned the Board of Equalization meeting at 1:59 p.m.

\_\_\_\_\_  
*Chairperson, Inyo County Board of Equalization*

*Attest: CLINT G. QUILTER  
Clerk of the Board*

*by: \_\_\_\_\_  
Darcy Ellis, Assistant*

**STIPULATION AGREEMENT**

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

RECEIVED

AUG 2 2019

INYO COUNTY  
ASSESSOR'S OFFICE

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

Sunrun Inc.  
NAME OF APPLICANT

2018-06  
APPLICATION NUMBER(S)  
002015-056  
PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>17</u> - 20 <u>18</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND				
IMPROVEMENTS/ STRUCTURES	26,711	0	0	-26,711
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	26,711	0	0	-26,711
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

In general, under California Revenue & Taxation Code, solar energy systems are excluded from taxation (as new construction) until a change-in-ownership occurs.

In 2011 Sungevity Inc. installed a solar system at 8819 Starlite Dr., Bishop on the east section of roof. Then, on November 4, 2014 the homeowner's again contracted with Sungevity to install a second system on the west section of roof. On November 14, 2014 Sunrun Inc., an unrelated company, purchased the contract (from Sungevity) and installed the system which was completed in September 2015. Both systems are leased by the homeowner.

In 2016 based on a news article that talked about how Sungevity and Sunrun (still two separate companies) were working together on some projects in the Bay Area and possibly unaware that there were two separate systems at 8819 Starlite; the Assessor's office made an assumption that the two companies had merged, thus triggering a change-in-ownership of the (2011) system and proceeded to assess it. Escape assessments for 2015/16 and 2016/17 were enrolled and in 2017 a third escape due to "failure to file a business property statement" was enrolled for the 2017/18 year. Sungevity filed an appeal on the 2017/18 escape assessment.

Based on the fact that no change-in-ownership took place, neither solar system at 8819 Starlite Dr. is assessable. The Assessor's Office is proposing to reverse it's 2017/18 escape of \$26,711 to zero. Furthermore, the Assessor's office will be reversing all other assessments for this solar system as far back as the statute of limitations will allow.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE  NAME OF AUTHORIZED SIGNER NEAL DINCER	DATE EXECUTED 8/19/2019 TITLE Sr Director, Tax Accounting
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input checked="" type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE	
SIGNATURE OF COUNTY ASSESSOR 	PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL 	PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_  

DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
 CHAIRPERSON

\_\_\_\_\_  
 CLERK OF THE BOARD

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only  
2018-06

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
**SUNRUN, INC.**

EMAIL ADDRESS  
**ndivver@sunrun.com**

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
**595 MARKET STREET, 29TH FLOOR**

CITY <b>SAN FRANCISCO</b>	STATE <b>CA</b>	ZIP CODE <b>94105</b>	DAYTIME TELEPHONE <b>(415) 580-6900</b>	ALTERNATE TELEPHONE <b>(415) 580-6810</b>	FAX TELEPHONE <b>( )</b>
------------------------------	--------------------	--------------------------	--	--	-----------------------------

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
**DIVVER, NEAL**

EMAIL ADDRESS  
**ndivver@sunrun.com**

COMPANY NAME  
**SUNRUN, INC.**

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
**595 MARKET STREET, 29TH FLOOR**

CITY <b>SAN FRANCISCO</b>	STATE <b>CA</b>	ZIP CODE <b>94105</b>	DAYTIME TELEPHONE <b>(415) 580-6900</b>	ALTERNATE TELEPHONE <b>(415) 580-6810</b>	FAX TELEPHONE <b>( )</b>
------------------------------	--------------------	--------------------------	--	--	-----------------------------

**AUTHORIZATION OF AGENT**  AUTHORIZATION ATTACHED

*The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.*

*The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.*

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE: Neal Divver TITLE: Sr Tax Director DATE: 2/23/2018

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) <b>002-015-056</b>	ASSESSMENT NUMBER (if applicable) <b>002-015-056</b>	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) <b>002-015-056</b>
--	---	---

PROPERTY ADDRESS OR LOCATION  
**8819 Starlite Drive, Bishop, CA 93514**

DOING BUSINESS AS (DBA), if appropriate

**PROPERTY TYPE**

SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND

COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: Improvement

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	APPEALS BOARD USE ONLY
LAND			RECEIVED 2018 FEB 23 AM 10:17 INYO COUNTY ADMINISTRATOR OFFICE OF THE CLERK
IMPROVEMENTS/STRUCTURES	\$26,711	\$0 (EXEMPT)	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	\$26,711	\$0 (EXEMPT)	
PENALTIES (amount or percent)			



5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_

ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT

\*DATE OF NOTICE: 12/20/2017 \*\*ROLL YEAR: 2017

\*Must attach copy of notice or bill, where applicable \*\*Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

1. No change in ownership occurred on the date of 11/22/2014. (SEE ATTACHED FOR EXPLANATION)

2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.

C. NEW CONSTRUCTION

1. No new construction occurred on the date of \_\_\_\_\_.

2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.

3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

1. All personal property/fixtures.

2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

1. Classification of property is incorrect.

2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

1. Amount of escape assessment is incorrect.

2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$ \_\_\_\_\_ per \_\_\_\_\_ )

Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

Neal Diver

SAN FRANCISCO, CA

2/23/2018

NAME (Please Print) NEAL DIVVER, SENIOR TAX DIRECTOR

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED

CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**DECLARATION OF SERVICE**

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526**.

On **August 30, 2019**, I served the foregoing document(s) described as follows:

**LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL  
HEARING; HEARING DATE CONFIRMATION NOTICE**

on the following parties in said action, as shown below,

**WATERLOGIC AMERICAS LLC  
C/O MANDY HIGDON AND TEMI ADANLAWO  
DUCHARME, MCMILLEN & ASSOCIATES, INC.  
P.O. BOX 80615  
INDIANAPOLIS, IN 46280**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to all e-mail addresses on the Service List attached.
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: **8/30/19**

  
\_\_\_\_\_  
Darcy Ellis, Assistant Clerk  
Inyo County Board of Equalization



EL CAMINO SIERRA

## BOARD OF EQUALIZATION COUNTY OF INYO

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

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

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

August 30, 2019

Waterlogic Americas LLC  
c/o Mandy Higdon and Temi Adanlawo  
DuCharme, McMillen & Associates, Inc.  
P.O. Box 80615  
Indianapolis, IN 46280

**Re: Assessor Parcel Nos. 002010-283**

Dear Ms. Higdon and Ms. Adanlawo,

Please be advised that your application appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization on October 15, 2019, at 1:30 p.m., in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

- 1. The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
- 2. The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
- 3. The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotected assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J,

Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization; *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

**Please note that Inyo County charges \$160 per parcel for written findings of fact.** Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,  
Assistant Clerk of the Board

de

xc: David Stottlemyre, County Assessor  
Marshall Rudolph, County Counsel

**COUNTY OF INYO  
BOARD OF  
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

**HEARING DATE CONFIRMATION NOTICE**

*This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.*

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

**Check one of the boxes below.**

I will be present on the scheduled hearing date.

Please bring \_\_\_\_\_ copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)


I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

**In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.**

**CERTIFICATION**

***I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.***

SIGNATURE 	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

**FILING STATUS**

- OWNER  
  AGENT  
  ATTORNEY  
  SPOUSE  
  REGISTERED DOMESTIC PARTNER  
  CHILD  
  PARENT  
  PERSON AFFECTED  
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  
  CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only <b>2018-18</b>
--

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME <b>Waterlogic Americas LLC</b>	EMAIL ADDRESS
--	---------------

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
**P O Box 80615**

CITY <b>Indianapolis</b>	STATE <b>IN</b>	ZIP CODE <b>46280</b>	DAYTIME TELEPHONE ( )	ALTERNATE TELEPHONE ( )	FAX TELEPHONE ( )
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**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**


NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) <b>Mandy Higdon</b>	EMAIL ADDRESS <b>mhigdon@dmmainc.com</b>
---	---

COMPANY NAME  
**DuCharme, McMillen & Associates, Inc**

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)  
**Temi Adanlawo**

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
**P O Box 80615**

CITY <b>Indianapolis</b>	STATE <b>IN</b>	ZIP CODE <b>46280</b>	DAYTIME TELEPHONE <b>(317) 596-3260</b>	ALTERNATE TELEPHONE ( )	FAX TELEPHONE <b>(866) 231-8580</b>
-----------------------------	--------------------	--------------------------	--	----------------------------	--

<b>AUTHORIZATION OF AGENT</b>	<input type="checkbox"/> AUTHORIZATION ATTACHED
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>	
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE 	TITLE <b>Authorized Agent</b>
	DATE <b>09/04/2018</b>

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) <b>002010-283</b>	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) <b>769</b>
---	-----------------------------------	---


PROPERTY ADDRESS OR LOCATION

DOING BUSINESS AS (DBA), if appropriate

**PROPERTY TYPE**

- SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_
- COMMERCIAL/INDUSTRIAL
- BUSINESS PERSONAL PROPERTY/FIXTURES
- AGRICULTURAL
- MANUFACTURED HOME
- WATER CRAFT  AIRCRAFT
- POSSESSORY INTEREST
- VACANT LAND
- OTHER: \_\_\_\_\_

**4. VALUE**

	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			<p>2018 <del>SEP</del> 10 AM 11:17</p> <p>RECEIVED</p> <p>CLERK OF THE BOARD</p> <p>INYO COUNTY ADMINISTRATOR</p> 
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)	16,895	903.72	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	16,895	903.72	
PENALTIES (amount or percent)			

**5. TYPE OF ASSESSMENT BEING APPEALED**  *Check only one. See instructions for filing periods*

- REGULAR ASSESSMENT -- VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
- SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
- ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_

*\*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

**6. REASON FOR FILING APPEAL (FACTS)** *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I, OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE  
 The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP  
 1. No change in ownership occurred on the date of \_\_\_\_\_.  
 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.
- C. NEW CONSTRUCTION  
 1. No new construction occurred on the date of \_\_\_\_\_.  
 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.  
 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT  
 Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.  
 1. All personal property/fixtures.  
 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT  
 Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION  
 1. Classification of property is incorrect.  
 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.  
 1. Amount of escape assessment is incorrect.  
 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER Some assets under Onesource Water LLC have been disposed and should not  
 Explanation (attach sheet if necessary) reflect under Waterlogic Americas LLC.

**7. WRITTEN FINDINGS OF FACTS ( \$ 160 per parcel )**

- Are requested.  Are not requested.

**8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND** *See instructions.*

- Yes  No

**CERTIFICATION**

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property -- "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.*

SIGNATURE (Use Blue Pen / Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) Indianapolis, IN	DATE 09/04/2018
--	---	--------------------

NAME (Please Print)  
Mandy Higdon

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**LIMITED POWER OF ATTORNEY FOR STATE AND LOCAL TAX RETURNS**

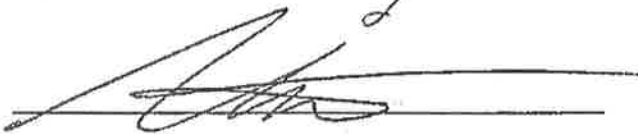
Please be advised that Waterlogic Americas, LLC represented by the undersigned, does hereby grant a limited power of attorney to DuCharme, McMillen, and Associates Inc. as its attorney-in-fact for the period beginning January 2018 and will expire on December 31, 2023. In its capacity as our attorney-in-fact, authorized representatives of DuCharme, McMillen, and Associates Inc. shall have full power and authority to undertake and perform the following activities on our behalf:

To prepare, sign, file and manage tax returns, correspondence and communications pertaining to state and local personal property tax returns, bills and payments.

Our attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with our best interests, as they, in their discretion, deem advisable.

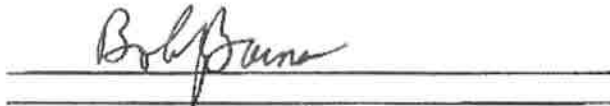
This power-of-attorney may be revoked by us at any time, provided any person relying on this power-of-attorney shall have full right to accept the authority of my attorney-in-fact until in receipt of actual notice or revocation.

Signed this 20 day of February 2018.



By: Nathan Hurst  
For: Waterlogic Americas, LLC

I hereby agree to accept the appointment as attorney-in-fact, pursuant to the foregoing power-of-attorney.



By: Bobby Barnes – Vice President of Compliance Operations, NA  
For: DuCharme, McMillen, and Associates Inc.





**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

469 South Main Street  
Bishop, CA 93514  
(760) 872-5150  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



RECEIVED  
2019 OCT 10 PM 1:38  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES

September 30, 2019

File No.: 825.12965.14387

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

J. DOMINGUEZ, Captain  
Commander  
Bishop Area

Enclosure



**HAZARDOUS MATERIALS INCIDENT REPORT**

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER <b>19-6276</b>	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER <b>9825-2019-00298</b> <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	UNINC	Independence	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED		TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED	
09/28/2019	1220 HOURS	1315 HOURS		1410 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

INCIDENT OCCURRED ON **US-395**

AT INTERSECTION WITH **Pearson Road**  
 OR **South of**

MILEPOST INFORMATION  
**1292.00 feet South of 395 INY R1.00**

GPS COORDINATES  
LATITUDE **35.809640°** LONGITUDE **-117.873060°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Keanu Abraham Marcus Guerrero	E3029166	CA	2018	International	2484762	IN

STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
15362 Kiamichi Road	2017	Great Dane	P560624	IN

CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Apple Valley, CA 92307				

HOME PHONE	BUSINESS PHONE	CARRIER NAME
(760) 867-6937	None	Marten Transport LTD.

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services  Chemtrec  
 Private info source  Poison Control Center  
 Off-site fire services  Safety Data Sheet  
 On-site non-fire services  Placards/Signs  
 Off-site non-fire services  Shipping papers  
 Computer software  Emergency Response Guidebook  
 Chemist  No reference material used  
 Other

REGISTERED OWNER  SAME AS DRIVER  
**Marten Transport LTD**

OWNER'S ADDRESS  SAME AS DRIVER  
**10364 Bennett Parkway, Zionsville, IN 46077**

VEHICLE IDENTIFICATION NUMBER  
**3H8DZAPR8JN101367**

VEHICLE TYPE	CA NUMBER	DOT NUMBER
25	40	74432

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
<b>Diesel Fuel</b>	<b>1202</b>	<b>3</b>	<b>40 Gal</b>	<b>Outside vehicle</b>	<b>Liquid</b>	<b>Liquid</b>

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
<b>Vehicular fuel tank</b>	<b>100 Gal</b>	<b>Aluminum/Aluminum alloys</b>	<b>Above ground</b>

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
<b>Motor Oil</b>			<b>2 Gal</b>	<b>Outside vehicle</b>	<b>Liquid</b>	<b>Liquid</b>

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
<b>Other (explain in Comments)</b>	<b>3 Gal</b>	<b>Iron/Iron alloys</b>	<b>Above ground</b>

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
<b>State Highway</b>	<b>Open land</b>	<b>State</b>

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
<b>Collision/Overtum</b>	<b>Vehicle fuel system</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22350 VC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Other Code violation

Other cause

DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?  
 Yes  No WEATHER **High wind**

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events  Evacuation details  Cleanup actions  CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)  
 Road closures  Environmental impact  Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan  Site Safety Plan  Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE	BY WHOM (NAME, TITLE AND AGENCY)
<b>10/04/2019 1330 HOURS</b>	<b>Dave Batchelder, Cal Trans Supervisor</b>

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
<b>Mauch, Sergeant, 14387</b>	<b>10/05/2019</b>		

Destroy Previous Editions

**An Internationally Accredited Agency**

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