

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.

March 10, 2020 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **COUNTY ADMINISTRATOR - Advertising County Resources** - Request Board receive a spring oral report on filming activity in Inyo County from Film Commissioner Chris Langley.

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **County Administrator - Advertising County Resources** - Request Board approve final payments of \$1,250 from the 2018-19 Advertising County Resources Budget to the Friends of the Eastern Sierra Tri-County Fairgrounds for the 2019 Tri-County Fair Grandstand Entertainment.
6. **County Administrator - Recycling & Waste Management** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Geo-Logic Associates of Grass Valley, CA, increasing the contract limit payable under the Agreement from \$584,005 to a not-to-exceed amount of \$622,480, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
7. **Public Works** - Request Board authorize the purchase of one (1) mid-sized 5-passenger utility AWD vehicle, a 2020 Toyota RAV4 LE AWD, from Perry Motors, Inc. of Bishop, CA in an amount not to exceed \$27,336.41.
8. **Public Works** - Request Board approve proposed Resolution No. 2020-09, 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 Mazourka Shop Fencing Project," and authorize the Chairperson to sign.

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

9. **County Administrator - Emergency Services** - Request Board receive a presentation from Inyo National Forest representatives on the agency's wildfire mitigation efforts and plans.
10. **Public Works** - Request Board receive a presentation on the proposed U.S. Bicycle Route 85, including a specific route through Inyo County, and consider authorizing the Chairperson to sign a Letter of Support for the proposed route.
11. **Water Department** - Request Board: A) provide direction to the Owens Valley Groundwater Authority (OVGA) representatives in advance of the OVGA meeting scheduled for March 12, 2020 in Bishop, CA; and B) authorize the County's OVGA Director to represent the County's annual funding commitment for the OVGA's Groundwater Sustainability Plan Development Budget pursuant to Article IV of the Joint Powers Agreement and the 2018 funding agreement to be at least \$52,859/year and not to exceed \$98,167/year, contingent upon the respective funding commitments of OVGA members.
12. **County Administrator - Parks & Recreation** - Request Board consider changing the name of the campground located at 101 Tuttle Creek Rd., Lone Pine, CA from Portagee Joe Campground to Portuguese Joe Campground (*4/5ths vote required*).
13. **County Counsel** - Request Board read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Repealing Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code)," and schedule enactment for 10:30 a.m. on Tuesday, March 17, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.
14. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of February 25, 2020.

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

15. **11 A.M. - HEALTH & HUMAN SERVICES - Public Health & Prevention** - Request Board enact an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Amending the Inyo County Code to Add Chapter 5.45 to the Inyo County Code Regarding the Regulation of Tobacco Product Sales and Requiring the Licensure of Tobacco Retailers."
16. **1 P.M. - BOARD OF EQUALIZATION** - The Board of Supervisors 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)

17. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

18. **California Department of Alcoholic Beverage Control** - Application for On-Sale Beer and Wine-Eating Place license, submitted by Copper Top BBQ at 442 N. Main St., Big Pine.



County of Inyo



County Administrator - Advertising County Resources

CONSENT - ACTION REQUIRED

MEETING: March 10, 2020

FROM:

SUBJECT:

Final County of Inyo Community Project Sponsorship Payment to the Friends of the Eastern Sierra Tri-County Fairgrounds for successfully completing 2019 Annual New Community Project Sponsorship Projects.

RECOMMENDED ACTION:

Request Board approve final payments of \$1,250 from the 2018-19 Advertising County Resources Budget to the Friends of the Eastern Sierra Tri-County Fairgrounds for the 2019 Tri-County Fair Grandstand Entertainment.

SUMMARY/JUSTIFICATION:

The Friends of the Eastern Sierra Tri-County Fairgrounds were awarded a FY 2018-19 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$2,500 to help sponsor the 2019 Tri-County Fair Grandstand Entertainment component of the yearly fair. After contracts were finalized, 50 percent the grant funds were disbursed to the Friends of the Eastern Sierra Tri-County Fairgrounds. The organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,250. The Friends also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to deny the request.

OTHER AGENCY INVOLVEMENT:

County Administrator, Auditor-Controller.

FINANCING:

The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2018-19 Advertising County Resources Budget (011400) in the Object Code noted in the Departmental Recommendation. (5511).

ATTACHMENTS:

1. 2019 Tri-County Fair Final
2. 2019 Tri-County Fair Overview

APPROVALS:

Jon Klusmire
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Leslie Chapman

Created/Initiated - 2/26/2020
Approved - 2/26/2020
Approved - 2/27/2020
Approved - 2/28/2020
Final Approval - 2/29/2020

Attachment A



FINAL REPORT COMMUNITY PROJECT SPONSORSHIP PROGRAM GRANT

General Information

Name of Organization: Friends of the Eastern Sierra Tri-County Fairgrounds

Number of people in attendance: 38,293

Name and description of Event/Program/Project: Eastern Sierra Tri-County Fairgrounds Grandstand

Entertainment Series. We brought Dennis Quaid as the headliner for the 2019 Tri-County Fair. The event was FREE with fair admission. We increased attendance by 38%. The Saturday night rodeo was also FREE. Your grant helped offset costs so we can offer this to the public. The arena has been dark during the Fair for the last few years.

Describe how this event/program/project benefited the community: It brought in people for the entire weekend. They spent money in town. We showcased our town as a destination.

The money earned from this event will go into our facility improvements. The fairgrounds is the only emergency evac center for 200 miles. We need grants to hold events. Events bring business to the merchants. Events generate money which help improve the infrastructure. Our community needs the fairgrounds in many ways.

Financial Information

Total Cost of the Event/Program/Project: \$ 100,000

Amount of Inyo County CPSP Grant: \$ 2,500

Other sources of funding: Sponsors, admission sales

Expenditures (Attach Receipts totaling amount of CPSP grant or more):

Budget Category	Description	Cost
Staff		
Services and Supplies	entertainment budget	80,000
Other (describe)	sound, stage, lights	20,000
Total Expenditures		100,000

Additional Information:

2019 was a huge success. We increased attendance and provided quality entertainment. It brought people from Reno, Gardnerville, Bakersfield, Lancaster, Los Angeles just to name a few. People came for not just the day, but for the weekend.

**141 Halstead Avenue 4th FL
Mamaroneck NY 10543**



**Phone: (914) 346-8938
Fax: (310) 943-1517**

August 22, 2019

Jen McGuire
Tri-County Fairgrounds
475 Sierra Street
Bishop, CA 93514

RE: Dennis Quaid & The Sharks
ON: August 30 2019
AT: Tri-County Fairgrounds Grandstand Arena

Dear Jen,

Subject to signature and approval of the Artist, enclosed is a copy of the contract covering the above-referenced engagement(s). Kindly sign and return to this office for countersignature. Upon the contracts' countersignature, I will forward a fully executed copy for your files.

\$12,500.00 US deposit to TKO, Inc. by certified check or bank wire only due by: August 23 2019

TKO Bank wire information is as follows:

Account name: Concrete Booking Agency Inc. DBA, TKO
Account #: 123-31-0500
ABA #: 122-01-6066
Bank: City National Bank
400 N. Roxbury Drive
Beverly Hills, CA 90210

NOTE: Wire transfers and checks must include a reference to the show-date and artist to receive proper credit.

Thank you for your prompt attention to these matters and we look forward to a great show.

Sincerely,

Jim Lenz

141 Halstead Avenue 4th FL
Mamaroneck NY 10543



Phone: (914) 346-8938
Fax: (310) 943-1517

CONTRACT #: 67054

Agreement made this date, Thursday, August 22, 2019 by and between Payable to Jamie James (hereinafter referred to as Artist) and Tri-County Fairgrounds (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): Dennis Quaid & The Sharks 100% HEADLINE BILLING
VENUE: Tri-County Fairgrounds Grandstand 475 Sierra Street, Bishop, CA 93514
Phone 760-873-3588 Fax: Production: Craig Phone: info@techworksre

DATE(S): Fri. August 30, 2019
Artist to Perform one (1) show approximately 75-90 minutes in length.

TICKETS:	Quantity 3,000	Grs Price	Cmp/Kts	Deduct	Net Price	Discriptn	No. Days/Shws: 1 / 1
							Load In: Per Advance
							Snd Chck: Per Advance
							Doors Open: tba
							Showtime(s): 6:30 pm
							Onstage: 7:30 pm
							Ages: all
							Curfew: tba
	GP: \$0.00		Capacities		Merchandising		
	Tax:		Per Show: 3,000		Artist sell: 100 %		
	Net: \$0.00		Total tkts: 3,000		Build sell:		
	Facility Fee:				Music: %		

TERMS: \$25,000.00 Guarantee
PLUS 1 suite and 5 hotel rooms for 2 nights, backline, hospitality, and local ground transportation.
PLUS artist agrees to a 20 person VIP meet & greet, step up, click & go.
PLUS Purchaser agrees to provide and pay for Sound, Lights and Monitors to meet with artist specifications and approval.

ADDITIONAL PROVISIONS: Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements. PROMOTER IS TO ONLY USE APPROVED, CURRENT PROMOTIONAL MATERIAL LOCATED IN THE "ARTIST ASSETS" TAB ON THE TKO WEBSITE: <http://tkoco.com/portfolio/dennis-quaid-and-the-sharks/>
Advance email for Craig: info@techworksreno.com

OTHER ACT(S): The Valley Sons 75%SG

PAYMENTS: \$12,500.00 US deposit to TKO, Inc. by certified check or bank wire only due by: August 23, 2019
Artist balance shall be paid immediately following show to artist rep in the form of cash, bank check or money order only.
Artist's certified/cashier's checks should be made payable to Payable to Jamie James

TKO Bank Wire Information City National Bank ABA#: 122-01-8066 Account#: 123-31-0500
400 N. Roxbury Drive, Beverly Hills, CA 90210

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither TKO nor its officers nor its employees are parties to this contract in any capacity and that neither TKO nor its officers nor its employees are liable for the performance breach of any provisions contained herein. All other terms and conditions of Artist's engagement and services hereunder are set forth in the Standard Terms and Conditions attached hereto as Exhibit "A" which Standard Terms and Conditions are by this reference incorporated herein and made a part of this Agreement. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement on the date first above written.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and first above written.

Payable to Jamie James
Dennis Quaid & The Fed ID: 551-53-2981
X
C/O TKO, 141 Halstead Avenue 4th FL
Mamaroneck, NY 10543
(914) 346-8938 Fax: (310) 943-1517
AGENT: Jim Lenz

Tri-County Fairgrounds
Jen McGuire
*
475 Sierra Street
Bishop, CA. 93514
805-421-6252 Fax:
CONTACT: Jen McGuire



Exhibit A

CONTRACT #: 67054

Additional Terms and Conditions for Non-AFM Members
Dennis Quaid & The Sharks

Showdate(s): 08/30/19

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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. **Reproduction of Performance Provision**

PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

2. **Merchandising Provision**

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. **Right to Likeness Provision**

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. **Termination Clause**

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to PURCHASER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. **Sickness or Accident Provision**

In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

6. **Controlling Authority Provision**

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right or may see fit to designate and change at any time the performing personnel. Provided ARTIST is ready, willing and able to perform at stated date and time, ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

7. **Weather Provision**

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S



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Additional Terms and Conditions for Non-AFM Members

Dennis Quaid & The Sharks

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determination as to performance shall prevail.

8. Cancellation Clause

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

9. Independent Contractor Clause

It is agreed that PURCHASER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies Provision

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause

PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision

Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of California in accordance with the rules and regulations then obtaining of the American Arbitration Association governing panels. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

13. Conflict of Laws Provision

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the PURCHASER to ARTIST hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with hall regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

14. Escrow Provisions

(Escrow Agent) acts herein only as the Escrow Agent for Producer and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of (Escrow Agent), it is agreed that neither ARTIST or PURCHASER will name or join (Escrow Agent) as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold the (Escrow Agent) harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any



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**Additional Terms and Conditions for Non-AFM Members
Dennis Quaid & The Sharks**

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notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.

15. Assignment/ Transfer Provision

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of California, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

Payable to Jamie James
Dennis Quaid & The Sharks

Tri-County Fairgrounds
Jen McGuire

x

Quote



Your Event Production Partner

Date Aug 19, 2019
 Invoice 20190830 **T8**
 Expiration Date 8/21/2019

Tech Works
 2288 Ruddy Way
 Sparks, NV 89441
 Phone 775-470-8600
 Info@TechWorksReno.com

TO Eastern Sierra Tri-County
 Fairgrounds
 Attention Jen McGuire
 Tracy Byrd Concert

Salesperson	Job	Payment Terms	Due Date
Craig	Drake White Concert 8-30-19	Deposit with balance due by soundcheck	

Qty	Description	Unit Price	Line Total
	Full production for Drake White Concert as per rider	11,750	11,750
	Package includes:		
	Stage, Sound system, Lighting system, Backline, Power Generator and distribution, Crew including lodging and meals		
	Tech Works would require a deposit of \$5875.00 with a balance due of \$5875 at soundcheck		

Subtotal	11,750
Sales Tax	included
Total	\$11,750

Eastern Sierra Tri-County Fairgrounds Grandstand Entertainment Series

Objective:

2019 was HUGE for the Tri-County Fairgrounds and we will continue to grow. The objective of this event is to attract in-county and out of county visitation to our community. Hometown pride is a critical factor in the development and improvement of any community. Community surveys and SWOT Analysis conducted in previous years; indicate the community *wants* and *needs* additional events in the area. The Tri-County Fairgrounds and Event Center is the COMMUNITY CENTER for Inyo County. The Friends of the Eastern Tri-County Fairgrounds is a supportive revenue driving arm for the Tri-County Fairgrounds and Event Center.

The Mission of the Friends of the Eastern Sierra Tri-County Fairgrounds, a non-profit 501(c)(3) and 501(c)(4) is working to preserve and enrich the agricultural heritage of the 18th District Agricultural Association, while contributing to infrastructure, equipment and capital improvements at the Tri-County Fairgrounds (and Event Center) to benefit the community and promote tourism.

This event is a five year event. The goal is to showcase the heritage of our valley to visitors to make this a destination and not just a "pass through".

We increased overall attendance by 38% in 2019. We saw almost 40,000 people attend the Tri-County Fair. Aggressive marketing brought awareness to our event and it brought the people. The FREE grandstand entertainment concept brought in people from multiple cities and counties. Online ticketing, pixel tracking for social and digital media and Google analytics helped us identify our audience. We attracted thousands of people from out of the area. They made the Tri-County Fair a weekend destination. Our goal in 2020, is to use our data and continue to grow our numbers.

Community Support:

The Bishop Chamber of Commerce and City of Bishop support the efforts and future plans for an entertainment series. We will involve additional non-profit organizations such as VFW, Lions, Rotary, 4H and FFA Clubs. Key community leaders are members and officers of Friends of the Fair. We have a very strong board and our membership base is gaining momentum.

Likelihood of Success:

We have proven success in 2019. We need to keep the momentum. Success is not accident. It is hard work, perseverance, learning, studying, sacrifice and most of all, love of what you are doing or learning to do. We learn from the data collected in 2019 to make it better. Bottom line, these events will raise money to help fund capital improvements for our local community center, The Tri-County Fairgrounds and Event Center. It takes grant and sponsor money to create the events and to keep the cycle in full motion.

Scope of Benefit:

The entire community of Mono, Alpine and Inyo Counties benefit from this event in many ways. The economic benefits of these types of events are easiest to see and most often cited—festivals and entertainment attract visitors, which stimulates the growth of tourism and other businesses in a town or region.

Overall Merit:

This event clearly creates and appealing, dynamic, prosperous, distinctive identity. We will provide a venue for families and friends to come together. We will also offer a host of economic and social benefits to communities. Tourism has the opportunity to bring communities together and instill a sense of community pride and knowledge of their history. This event will foster community pride, teach people new things, and strengthen relationships. Tourists want activities and things to do. We will provide entertainment for all genres.

Measurable Outcomes:

Measuring the outcome is simple. We can use analytics for all things digital, social and we based. We simply use the math for all other attribution. We introduced online ticketing in 2019. We were able to collect data from the ticket sales which we can use for marketing in 2020. We know that we have an interested audience in Reno, Gardnerville, Los

Angeles, Bakersfield, and Ridgecrest to just name a few. We know the demo of our audience which includes age, race, gender, interests, etc. We can mold our marketing plans to capture this audience. Knowing is always better than guessing.

Leveraging of Resources:

Inyo County businesses will benefit from the event. People will come and spend money. We will expose our beautiful valley to new visitors. In 2019, we increased our event attendance by 38%. Establishing this as a five year event will only strengthen the economic and tourism goals of the county. The county will receive more than 100% return on investment. This event will also provide free marketing and advertising for local businesses as visitors talk about their fun experiences when they go back home. The power of social media is huge. Visitors will post comments and photos about their experiences in this area on Facebook and other social media. This is free marketing to local businesses. The economic benefits of successful festivals ripple throughout a local economy—affecting tourism and non-tourism- related businesses alike.

Analytics Recap for 2019:

Social media fans – over 8,000 on Face Book, Instagram and Twitter (started with less than 1,000)

- FB – 28,400 impressions with 5,373 engagements (like, comment or share) – this reflects one month
 - Most engaging posts have been when we ask what do you want to see at the fair/fairgrounds
 - Top age range of our audience: 35-44 (30%), 25-34 (24%), 45-54 (21%)
 - Female dominant (65%) Men (34%)
 - Top 10 Cities: Bishop, Mammoth, Reno, Big Pine, Ridgecrest, Carson City, Lone Pine, LA, Bakersfield, San Diego

Google Analytics:

- Average 71% new visitors per month (above industry standard)
- Average over 3,000 visitors per month (above industry standard)
- Average 2.45 page visits (above industry standard)
- Bounce rate 42% (below industry standard)

New for 2020:

I will add an aggressive TV Campaign for advertising. I will advertise in cable zones in the Gardnerville area and through Antelope Valley. I will produce a :30 and (2) :15 spots marketing the fairgrounds as a destination with great entertainment. I couldn't do any of this without CPSP support. Every dollar helps with promotions and entertainment.



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: March 10, 2020

FROM: Leslie Chapman

SUBJECT: Approval of Amendment No. 1 to the agreement with Geo-Logic Associates for the purpose of Solid Waste Engineering Services.

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Geo-Logic Associates of Grass Valley, CA, increasing the contract limit payable under the Agreement from \$584,005 to a not-to-exceed amount of \$622,480, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This amendment is to perform additional work evaluating potential fault rupture impacts on the Bishop Sunland landfill. Geo-Logic Associates submitted a Proposal in the amount of \$38,475.

In July of 2018, Inyo County Recycling and Solid Waste Department received a notice from Lahontan Regional Water Quality Control Board (LRWQCB). This notice identified an Incomplete Report of Waste Discharge, Request for Additional Information and a Revised Joint Technical Document (JTD) for the Bishop-Sunland Solid Waste Site. In the notice the LRWQCB staff requested additional information on the geology of the site and an up to date review of the seismic slope stability as a requirement to renew our landfill permit.

In March of 2019, a Deterministic Seismic Hazard Analysis (DSHA) was conducted by Geo-Logic Associates on behalf of Inyo County. In concluding the DSHA, it was determined that an additional Fault Rupture Study (FRS) is needed to complete the seismic slope stability study. This study was not anticipated when the original contract was negotiated; consequently, an amendment is needed to complete the study.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On August 9, 2016 your Board entered into an agreement with Geo-Logic Associates for the purpose of Solid Waste Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Title 27 regulations require this study and therefore, no alternatives are recommended.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is sufficient appropriation in the Recycling and Solid Waste budget to cover this expenditure.

ATTACHMENTS:

1. GeoLogic Contract
2. GeoLogic Proposal
3. GeoLogic Contract Amendment

APPROVALS:

Teresa Elliott	Created/Initiated - 2/27/2020
Darcy Ellis	Approved - 2/27/2020
Teresa Elliott	Approved - 2/28/2020
Leslie Chapman	Approved - 3/2/2020
Amy Shepherd	Approved - 3/2/2020
Marshall Rudolph	Approved - 3/5/2020
Leslie Chapman	Final Approval - 3/5/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the LANDFILL ENGINEERING services of GEO-LOGIC ASSOCIATES (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the RICHARD J. BENSON ASSOCIATE ADMINISTRATOR. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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 and, as applicable, as set forth, in Attachment **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from AUGUST 9, 2016 to JUNE 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From JULY 1, 2019 through JUNE 30, 2020
- B. From JULY 1, 2020 through JUNE 30, 2021

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the RECYCLING AND WASTE MGMT. PROGRAM SUPERINTENDENT. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed 584,005 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. 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. Consultant shall submit the statement to the County no later than the last day of the month following the covered period. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement, County shall make payment to Consultant within thirty (30) days of receipt of the statement.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is

the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment **A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in

Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Upon full payment by County to Contractor for services rendered, any and all compositions, publications, plans, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

A. Professional Services. For professional services, Consultant agrees to indemnify, including the cost to defend, County and County's officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performances of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or will acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

B. Non-Professional Services. Consultant shall hold harmless, defend and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or

C. indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. CONFIDENTIALITY.

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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

19. DISPUTE RESOLUTION.

County and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

20. FORCE MAJEURE.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

21. POST AGREEMENT COVENANT.

Consultant 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, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. 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.

23. 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 Consultant 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-four (24) (Amendment).

24. 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.

25. 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 Consultant 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:	
RECYCLING AND WASTE MGMT.	Department
163 MAY ST.	Address
BISHOP, CA 93514	City and State

Consultant:	
GEO-LOGIC ASSOCIATES	Name
143 E SPRING HILL DRIVE	Address
GRASS VALLEY, CA 95945	City and State

26. 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 GEO-LOGIC ASSOCIATES**
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____


Signature

Corey L. Wess

Print or Type Name

Dated: 4/13/16

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

S:CoCo/Contracts/Misc./Geologic Engineering.156

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF August, 2016.

COUNTY OF INYO

By: 
Dated: 08/16/16

CONSULTANT

By: _____
Signature

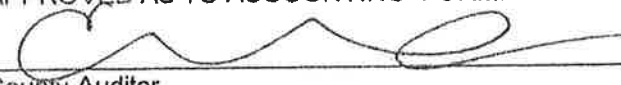
Print or Type Name
Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

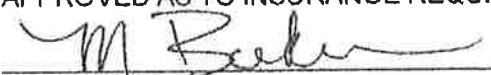


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

S:\CoCo\Contracts\Misc.\Geologic Engineering.156

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

TERM:

FROM: AUGUST 9, 2016

TO: JUNE 30, 2021

SCOPE OF WORK:

Scope of Work includes, but is not limited to, the following:

- Provide on call structural, geological, hydrogeological, geotechnical, surveying and support services pertaining to landfills by appropriately licensed staff;
- Landfill module and cover design;
- Landfill gas collection and control system design;
- Groundwater remediation system design;
- Evaluation monitoring program design and implementation;
- Engineering feasibility studies;
- Corrective action program design and implementation;
- Remediation system(s) efficacy studies;
- Landfill tipping fee studies and implementation;
- Landfill specific regulatory document preparation, revision and review including but not limited to: Joint Technical Documents, Closure, Post-closure and Corrective Action Plans and Cost Estimates, Solid Waste Facility Permits, Authority to Construct, Permit to Operate;
- Various regulatory agency reports required as a result of regulations, studies, orders or violations.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

TERM:

FROM: AUGUST 9, 2016

TO: JUNE 30, 2021

SCHEDULE OF FEES:

GEO-LOGIC ASSOCIATES ATTACHMENT B1
SUB-CONTRACTORS ATTACHMENT B2

(SUBCONTRACTOR MARKUP: 5%)

ATTACHMENT B1



2016-2019 FEE SCHEDULE

<u>PROFESSIONAL STAFF</u>	<u>UNIT RATE</u>
Staff Professional	\$110.00/Hour
Project Professional I	135.00/Hour
Project Professional II	160.00/Hour
Senior Professional	175.00/Hour
Supervising Professional	199.00/Hour
Principal Professional	220.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

<u>FIELD/LABORATORY STAFF</u>	
Technician I	78.00/Hour
Technician II	85.00/Hour
Senior Technician (or Minimum Prevailing Wage)	95.00/Hour
Supervising Technician	110.00/Hour
Managing Technician	125.00/Hour

<u>SUPPORT STAFF</u>	
CADD/Designer	110.00/Hour
CADD Operator/Geotechnical Draftsperson	90.00/Hour
Geotechnical Clerk/Typist	58.00/Hour
Word Processor	80.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

<u>EQUIPMENT CHARGES</u>	
BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day

<u>EXPENSES</u>	
Vehicle Use for Field Services	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +5%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 5%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 5%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 5%

<continued on next page>



ATTACHMENT B1

2016-2019 FEE SCHEDULE

SOIL TESTING	TEST METHOD	UNIT RATE
Atterberg Limits (LL, PL, and PI).....	D4318	\$150.00/Test
California Bearing Ratio (excluding moisture-density curve)	D1883	200.00/Point
Chloride Content		50.00/Test
Corrosivity Series (resistivity, pH, sulfate, chloride)		170.00/Test
Consolidation Test (without rate data – up to 8 loading increments)	D2435	150.00/Test
Consolidation Test (single point)	D2435	95.00/Test
Consolidation Test Rate Data (per load increment)	D2435	60.00/each
Direct Shear Test (at natural moisture)	D3080	65.00/Point
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	D3080	75.00/Point
Direct Shear Test (saturated, recycled – strain rate 0.0084 inch/min.)	D3080	120.00/Point
Direct Shear Test (consolidated drained)	D3080	150.00/Point
Direct Shear Test (consolidated drained, residual)	D3080	200.00/Point
Direct Shear Test (large shear box, 12 x 12)	D3080	270.00/Point
Expansion Index Test	D4829	125.00/Test
Grain-Size Mechanical Analysis - Sand-Clay, including Hydrometer	D422/D6913	150.00/Test
Grain-Size Mechanical Analysis - Gravel-Clay, including Hydrometer	D422/D6913	190.00/Test
Harvard Miniature Compaction Test		235.00/Test
Mechanical Analysis, Percent Passing #200	D1140/C117	75.00/Test
Mechanical Analysis - Sand or Gravel (no wash)	D422/C136	85.00/Test
Mechanical Analysis - Sand and Gravel	D422/C136	155.00/Test
Mechanical Analysis - Sand or Gravel	D422/C136	120.00/Test
Mechanical Analysis - Minus 3" to 200 Sieve, Full Sieve	D422/C136	155.00/Test
Moisture Content	D2216/D4643	16.00/Test
Moisture Density Curve for Compacted Fill (4-inch Mold)	D698	150.00/Test
Moisture Density Curve for Compacted Fill (6-inch Mold)	D698	175.00/Test
Moisture-Density Curve for Compacted Fill (4-inch Mold)	D1557	165.00/Test
Moisture-Density Curve – Compacted Fill (6-inch Mold)	D1557	200.00/Test
Moisture-Density Curve – Lime or Cement Treated (4-inch Mold)	D1557	210.00/Test
Moisture-Density Curve – Lime or Cement Treated (6-inch Mold)	D1557	250.00/Test
Moisture-Density Single Point	T272	80.00/Test
Moisture-Density Curve	Cal 216	175.00/Test
Organic Matter	D2974	85.00/Test
Permeability (falling head)	CAL220	180.00/Test
Permeability (flexible wall)	D5084	300.00/Test
Permeability (rigid wall - constant head pressure, 2" to 8" mold)	D2434	250.00/Test
Permeability (rigid wall - constant head pressure, 12" mold)	D2434	410.00/Test
Permeability (additional consolidation stresses)		95.00/stage
Permeability (air)	D6539	325.00/Test
Pinhole Dispersion Test; 4 increments (remold sample)	D4647	400.00/Test
Resistance Value	D2844	210.00/Test
Resistance Value – Lime or Cement Treated	D2844/CA301	260.00/Test
Resistivity & pH Test	Cal 532 or 643	90.00/Test
Sand Equivalent	Caltrans 217/D2419	75.00/Test
Soil pH	D4972	20.00/Test
Specific Gravity - Fine-Grained Soils	D854	75.00/Test
Sulfate Content		50.00/Test

<continued on next page>

ATTACHMENT B1



<u>SOIL TESTING (continued)</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Triaxial Compression Test (CD).....	D4767 (modified)	575.00/Point
Triaxial Compression Test (CU with pore pressure)	D4767	425.00/Point
Triaxial Compression Test (UU)	D2850	125.00/Test
Triaxial Compression Test [Stage (Progressive) Test; CU]	D4767	1,000.00/Set
Unconfined Compression Test (undisturbed sample)	D2166	90.00/Test
Unit Dry Weight and Moisture Content (undisturbed sample).....	D7263/D2216	22.00/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT B1



2016-2019 FEE SCHEDULE

<u>AGGREGATE TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Clay Lumps and Friable Particles	C142	\$80.00/Test
Crushed Particles (Fractured Faces) .....	.....	95.00/Test
Durability Index – Fine.....	D3744	120.00/Test
Durability Index – Coarse.....	D3744	140.00/Test
Flat and Elongated Particles	CRD119, 120	105.00/Test
Injurious Organic Matter	C40	60.00/Test
Insoluble Residue in Carbonate Aggregates	D3042	275.00/Test
Lightweight Pieces in Aggregate.....	C123	95.00/Test
Los Angeles Abrasion Test (500 revolutions).....	C131	160.00/Test
Los Angeles Abrasion Test (1000 revolutions).....	C535	180.00/Test
Mechanical Analysis - Sand or Gravel (dry sieve)	C136	70.00/Test
Mechanical Analysis (wash 200 sieve).....	C117	65.00/Test
Mechanical Analysis (fine with wash 200 sieve).....	C136	100.00/Test
Rapid Determination of Carbonate Content of Rock	4373	120.00/Test
Sample Crushing .....	.....	85.00/Hour
Sand Equivalent	D2419	75.00/Test
Specific Gravity, Bulk, SSD with Absorption	C128/C127	110.00 Each
Sulfate Soundness, per sieve size	C88	135.00/Test

<u>ROCK TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Density.....	D7263	\$35.00/Test
Density, Porosity, Specific Gravity, Water Content .....	.....	110.00/Test
Indirect Tensile Strength (Brazilian), Single Break.....	D3967	55.00/Test
Indirect Tensile Strength (Brazilian), 10-15 Breaks	D3967	210.00/Test
Point Load Index, Single Break	D5731	35.00/Test
Point Load Index, 10-15 Breaks	D5731	180.00/Test
Rip-Rap (wet / dry, 10 cycles).....	D5318	1,000.00/Test
Rip-Rap (freeze / thaw, 10 cycles)	D5312	800.00/Test
Rip-Rap (specific gravity)	D6473	110.00/Test
Rip-Rap Soundness (sodium).....	D5240	400.00/Test
Rock Joint Direct Shear.....	.....	260.00/Point
Rock Joint Direct Shear, additional normal load .....	.....	95.00/Test
Slake Durability.....	D4644	200.00/Test
Triaxial Compression, with Young's modulus and Poisson's ratio.....	.....	495.00/point
Uniaxial Strength (peak only; 2.5" maximum).....	D7012	130.00/Test
Uniaxial Strength (with stress-strain curve) .....	.....	call for quote
Uniaxial Strength (with stress-strain curve, add modulus and Poisson ratio).....	.....	call for quote
Rock preparation, cutting, and grinding.....	.....	85.00/Hour

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



ATTACHMENT B1

2016-2019 FEE SCHEDULE

<u>GEOSYNTHETIC MATERIALS</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<i>Seam Coupon Series (thickness, peel, and shear)</i>		
Set of 5 each (Quantity 1-10)	D6392	\$75.00/Test
Set of 5 each (Quantity 10 or more)	D6392	55.00/Test
Asperity Height	GRI GM12	35.00/Test
Liner Puncture Testing up to 350 psi		260.00/Test
Liner Puncture Testing over 350 psi		410.00/Test
<i>Large Scale Direct Shear (ASTM D5321 and D6321)</i>		
Geosynthetic vs Geosynthetic – Method A		210.00/Point
Soil vs Geosynthetic Friction – Method B		260.00/Point
GCL Internal Shear		310.00/Point
Shear Speed (<0.04)		110.00/Point
(Shear rate dependent on soil drainage characteristics and engineering specifications)		
Substrate Remolding Fee		60.00/Test
Additional Saturation Time (>24 hours)		60.00/Day
<i>GCL Testing</i>		
Index Flux Testing	D5887	270.00/Test
Fluid Loss	D5891	75.00/Test
Swell Index	D5890	70.00/Test
Mass per Unit Area	D5993	70.00/Sample
Custom Liner Testing		call for quote

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT B2

TEAM

ENGINEERING & MANAGEMENT, INC.

P.O. Box 1265, Bishop, California 93515-1265
760-872-1033 fax 760-872-2131

SCHEDULE OF FEES AND CHARGES INYO COUNTY LANDFILL ENGINEERING AND ENVIRONMENTAL CONSULTANT SERVICES

Professional Fees

Principal	\$ 210.00 per hour
Project Manager	\$ 180.00 per hour
Senior Engineer	\$ 170.00 per hour
Senior Geologist	\$ 160.00 per hour
Senior Environmental Scientist	\$ 150.00 per hour
Project Scientist	\$ 125.00 per hour
Staff Scientist	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Equipment Rental Charges

Water Level Indicator	\$ 35.00 per day
Groundwater Sampling Pump (<100' depth)	\$ 115.00 per day
Groundwater Sampling Pump (>100' depth)	\$ 175.00 per day
Dedicated Sample Tubing	\$ 0.75 per foot
Air Quality Safety (CH4/CO) Meter	\$ 60.00 per day
Landfill Gas Analyzer (GEM 2000)	\$250.00/day or Cost+10%
Photoionization Detector	\$ 100.00 per day
TSI Flowmeter	\$ 35.00 per day

Expenses

Mileage	\$ 1.00 per mile
Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Specialized Computer Applications	\$ 20.00 per hour
Necessary Job Related Expenses	Cost plus 10 percent

Above fees and charges are subject to change. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. The 1½% (19.56% annual) late payment charge is applied to the delinquent balance every thirty days thereafter. TEAM reserves the right to terminate work in progress on any overdue account.

05/16

ATTACHMENT B2

Effective January 1, 2015

ES ENGINEERING

FEE SCHEDULE

Expert Witness/Forensic Evaluations.....	\$250
Officer/ Principal.....	\$212
Senior Registered Professional	\$187
Senior Professional	\$161
Project Professional.....	\$140
Staff Professional	\$109
Field/Assistant Engineer	\$88
Senior Field Technician/ Inspector.....	\$78
Field Technician.....	\$67
Designer/ CADD Operator	\$88
Clerical/ Word Processing	\$67
Mileage.....	Standard Federal Rate for Business
Insurance – Waiver of Subrogation	3% of Project Cost
Copies.....	\$0.10 each
Drawing Copies.....	\$2.50 each
Communication & Computer Fee at 2% of Labor.....	2%

Equipment

GEM/ TVA Gas Monitoring Equipment.....	\$150/day- \$350/week
RKI Eagle Equipment	\$85/day - \$255/ week
OVA Equipment	\$85/day - \$255/week
PID Equipment.....	\$125/day- \$375/week
Pump Tray/Sampling Equipment	\$.50/day - \$150/week
TSI Equipment	\$100/day - \$300/week
Water Level Meter	\$25/day - \$75/week
Draeger Handheld	\$55/day - \$165/week
Weather Station.....	\$125/day - \$375/week
Ambient Air Sampling Equipment (upgradient/downgradient).....	\$100/day - \$300/week
Truck & Tools.....	\$.79/day

ATTACHMENT B2
DEL VALLE CONSULTING

<i>Client's Initials</i>	<i>Consultant's Initials</i>

Exhibit "B"

Time and Material Fee Schedule

Unless otherwise covered by this Agreement, the following rates shall apply to all Professional Consulting Services rendered for projects:

Principal

Senior Consultant	\$ 150.00/hour
Engineer	\$ 100.00/hour

Field Technician

Minimum Charge, Half Day (1 to 4 hours)	\$ 250.00/min
Fixed rate per day (4 to 8 hours)	\$ 500.00/day

Other

CADD Operator	\$ 50.00/hour
Clerical	\$ 40.00/hour

Deposition and Testimony

Hourly Rate	\$ 200.00/hour
Minimum Charge, Half Day (1 to 4 hours)	\$ 800.00 min

Professional Services by Others:

Actual cost + 15%

Expenses:

Telephone, printing & reproductions	Actual cost + 15%
Travel expenses (food, lodging, etc.)	Actual cost + 15%

Auto or Travel:

Time spent in travel in the interest of the Client will be charged at the applicable hourly rates.

Overtime:

Overtime rates will be charged at 1.5 times the above hourly rates for all technicians, clerical, and other office support staff.

ATTACHMENT B2



19 Shanna Circle
Crowley Lake, CA 93546

COMPENSATION

Categories	Hourly Rate
Survey crew	\$190.00
Calculation time	\$80.00
Project Coordination	\$80.00
Boundary Map Research	\$80.00
Drafting	\$80.00
Expert Witness	\$120.00

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

TERM:

FROM: AUGUST 9, 2016 **TO:** JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant'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 Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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 Consultant to 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.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant 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 Consultant'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.

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES

TERM:

FROM: AUGUST 9, 2016

TO: JUNE 30, 2021

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* 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 Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.

ATTACHMENT E - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING SERVICES**

TERM:

FROM: AUGUST 9, 2016

TO: JUNE 30, 2021

FEDERAL FUNDS ADDENDUM

5. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
6. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives.

The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

February 17, 2020
Project No. AU18.1188.00

Mr. Fred "Cap" Aubrey
Recycling and Waste Management Program Superintendent
Inyo County – Recycling and Waste Management Program
163 May Street, Bishop, California 93514

**PROPOSAL FOR EVALUATION OF FAULT RUPTURE IMPACT
BISHOP-SUNLAND SOLID WASTE SITE
BISHOP, INYO COUNTY, CALIFORNIA**

Dear Mr. Aubrey:

GENERAL

Geo-Logic Associates, Inc. (GLA) is pleased to present this proposal to Inyo County – Recycling and Waste Management Program (County) to perform an evaluation of potential fault rupture impacts on the Bishop-Sunland Solid Waste Site (BSSWS) located in Bishop, Inyo County, California.

PROJECT UNDERSTANDING

The BSSWS is a California Class III (Municipal Solid Waste; MSW) landfill, which is being developed as an area fill. The approximate geometric center of the site is located at 37.3286° north latitude and 118.4003° west longitude. A portion of the site is lined with a compacted clay liner (CCL) constructed in 1980s per California Title 14 regulations. The remainder of the site is unlined.

This grading plan indicates that the ultimate waste fill slopes will be inclined at 4:1 (Horizontal: Vertical) and that the waste fill thickness will not exceed 100 feet. The final landfill cover will consist of 18-inch thick vegetative layer placed over geosynthetic clay liner (GCL). The landfill cover foundation layer will be 24 inches thick soil layer compacted to 90% of maximum dry density established by the Modified Proctor Compaction Test (ASTM D1557).



Previously, GLA performed site response analysis and seismic deformation evaluation for the waste fill and geosynthetic clay liner (GCL) cover. In

Figure (Map) inset above: Alquist-Priolo Fault Zone Map. The Owens Valley Fault Zone, Keough Hot Springs Section intersects the Site. Fault slip sense is "Normal."

In addition to seismic shaking hazards associated with southern California seismicity, the site is traversed by the Owens Valley fault, which is classified as a Holocene active fault. Rupture along this fault could conceivably propagate through alluvium to the ground surface and may adversely impact landfill containment systems, including the CCL liner and/or GCL cover.

The purpose of GLA's proposed scope of services is to evaluate if postulated fault rupture of the Keogh Hot Springs section of the Owens Valley Fault Zone (see map above) adversely impacts landfill containment systems. If fault rupture is not mitigated (dispersed) by alluvium underlying the Bishop landfill, GLA will develop fault rupture impact mitigation measures and guidance for implementation of these measures.

GLA APPROACH AND SCOPE OF SERVICES

Task 1: Develop Design Basis Memorandum (\$3,500)

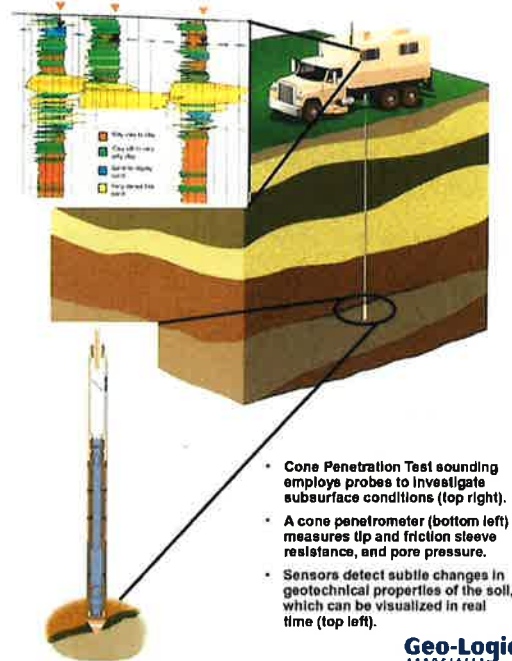
Prior to initiating the bulk of field and engineering services, GLA will develop a Design Basis Memorandum (DBM) for the project. The DBM will outline key stability and performance metrics for the design (e.g., maximum allowable permanent displacement due to fault rupture). Also included in DBM will be an outline of our approach, including how GLA plans to assess the intensity of fault rupture at depth, how to assess the impact of this displacement at the CCL liner and GCL cover levels. The DBM will be shared with, and likely presented to (WebEX) the Regional Water Quality Control Board (RWQCB) prior to the onset of field and analytical work. GLA will proceed with Tasks 2 -4 upon receiving a formal consent from the RWQCB that the proposed approach is acceptable.

Task 2: Field Investigation (\$20,175)

To collect relevant information for engineering evaluation, GLA will perform limited field investigation consisting of seismic cone penetration testing (SCPT). CPT sounding will be performed using standardized equipment that pushes a small diameter instrumented rod into the soils to measure tip resistance and side frictional forces. The instrument is also capable of measuring pore pressure and shear wave velocity along a vertical profile, which can be used to construct the proposed numerical model to assess seismic displacements.

GLA's preferred approach to this project is to assume that faults exist below the site and that the likely displacements are empirically established by

CONE PENETRATION TEST SOUNDING DESCRIPTION



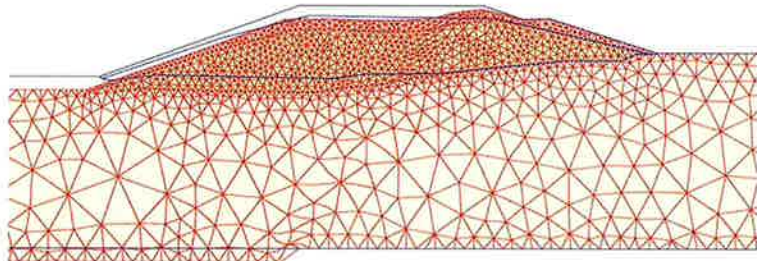
the California Geological Survey and the United States Geological Survey. Fault trenching or other efforts to further define the location of the Owens Valley fault, or date its most recent displacement, will not be performed as part of this scope of services.

The scope of services and associated fee development assumes this task includes preparation of health and safety plan for the proposed field work, one travel day for GLA mobilization to the site, one 10-hour day of drilling at the site by a licensed drilling contractor that will be overseen by a GLA geologist or civil engineer, one day for GLA demobilization from the site, use of a company truck for the field work, and procurement of drilling permits by GLA. Additionally, marking of the site for utility locating service has been assumed to be completed by the County.

Task 3: Numerical Analysis of Fault Rupture Impact (\$9,800)

Numerical analysis will be performed and documented in the following steps:

1. Based on review of available information and the results of site-specific field investigation presented above, GLA will develop a conceptual model of the site, including one representative cross section for the numerical analyses, and evaluate material properties needed for the analyses. The validation will include modeling of a centrifuge model test using the same software and approach as for the actual project.
2. Upon completion of the validation exercise, GLA will develop a site-specific numerical model. The geometry of the site-specific numerical model will be based on the geometry of representative cross section through the site. Material properties for the model will be specified based on GLA review of previous geotechnical investigations at the Site and the results of site-specific investigations.
3. Perform a parametric analysis of surface deformation for fault rupture scenarios. This will involve a parametric analysis conducted to evaluate the deformation effects of fault rupture. One analysis will be performed for each of the estimated displacement levels (i.e., 50th and 84th percentile levels).



Task 4: Reporting (\$5,000)

Prepare and submit a geotechnical report. Geotechnical report will provide a summary of literature review and the results of site-specific explorations. It will convey details of the analytical approach, results of the analyses, and, if fault rupture is not mitigated (dispersed) by

alluvium underlying the Bishop landfill, recommendations. The fault rupture impact mitigation measures will include a guidance for implementation.

The geotechnical report will be submitted to the County in draft form. Upon incorporation of the comments provided by the County, GLA will produce the final report. The final report will be signed and sealed by a California licensed Geotechnical Engineer.

COST ESTIMATE

The proposed scope of services will be performed on a lump sum basis for a total of **\$38,475**, with the approximate cost breakdown by task as listed above. Additional scope items (i.e., any item not explicitly provided for above) will be performed on a time-and-materials basis in accordance with GLA's fee schedule, enclosed herewith. GLA will notify the County and request written authorization before initiating additional services.

ESTIMATED SCHEDULE

GLA is ready to begin the services described here two weeks upon receipt of written notice to proceed. We anticipate that the DBM will be completed within approximately two weeks after notice to proceed. Following submittal of the DBM, we will proceed with CPT sounding. We anticipate that field services will be completed approximately two weeks after receipt of the well permit, if needed. We anticipate that numerical modelling and reporting will be completed approximately six weeks after the end of the field work. Please advise if revision of this tentative schedule is needed.

ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- Research of background materials will be limited to readily available public documents, in-house data, and documents provided by the client, and contact with site maintenance personnel if available.
- The field work will be performed with one field mobilization. The CPT locations are accessible to a full-size CPT rig.
- Our subsurface exploration can be performed during normal working hours (Monday through Friday, 7 am to 5 pm) and work at night, weekends or holidays will not be required. Work will not be conducted during inclement weather.
- USA markings will not need to be removed when the work is complete.
- Our subcontractors' field services will be subject to prevailing wage requirements.
- Traffic control will not be required.

- Soil cuttings will not be generated. If soil cuttings are generated, they will be left on-site. Analytical laboratory testing, and drum disposal services can be performed as an additional scope of work if requested.
- GLA will obtain one County well permit, if needed, for the CPT soundings. City, County, and/or State encroachment permits and any other permits required for right-of-entry to any portion of the site for performance of our field work, will be provided by the client at no cost to GLA.
- No safety training or meeting attendance will be required for GLA or subcontractor personnel.
- We will be provided with plans showing the locations of existing utilities. GLA will not be responsible for utilities not shown on the plans nor marked out by on-site personnel or USA.
- Except as explicitly provided for in this proposal, consulting services including preparing additional written responses to comments, attendance at meetings, regulatory interface, construction observation and testing, and/or additional requested services will be provided on a time-and-materials basis in accordance with the attached Schedule of Fees.
- Our evaluation will not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible hazards or risks. These services can be provided, if requested, as an additional scope of work.

CLOSURE

GLA looks forward working with the County on this important project. Should you require additional information or explanation, please do not hesitate to contact the undersigned.

Sincerely,

Geo-Logic Associates, Inc.



Noah Campbell, PE, QSD, QISD
Senior Engineer



Neven Matasovic, PhD, PE, GE
Principal

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
GEO-LOGIC ASSOCIATES, of GRASS VALLEY, CA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated AUGUST 9, 2016, on County of Inyo Standard
Contract No. 156, for the term from AUGUST 9, 2016 to JUNE 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth
below;

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

County and Contractor hereby amend such Agreement as follows:

3. D. LIMIT UPON AMOUNT PAYABLE UNDER AGREEMENT.

Increase the contract limit upon amount to payable of this Agreement from \$584,005 to \$622,480

The effective date of this Amendment to the Agreement is 3/10/2020.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: March 10, 2020

FROM: John Pinckney

SUBJECT: Request authorization to purchase one (1) 2020 Toyota Rav4 LE AWD vehicle

RECOMMENDED ACTION:

Request Board authorize the purchase of one (1) mid-sized 5-passenger utility AWD vehicle, a 2020 Toyota RAV4 LE AWD, from Perry Motors, Inc. of Bishop, CA in an amount not to exceed \$27,336.41.

SUMMARY/JUSTIFICATION:

The Local Transportation Commission is requesting approval to purchase one (1) new midsize 5-passenger AWD vehicle per Bid # OCT-2019-SUV. The vehicle will replace the existing 1998 Ford Taurus LTC vehicle. The existing vehicle is not all wheel drive and needs to be replaced to facilitate upcoming pavement management work.

On Oct. 30th, 2019 the County received bids from Perry Motors and Bishop Ford for three SUVs. Your Board awarded the low bid to Perry Motors. This purchase would add one more identical vehicle, 2020 Toyota Rav4 LE AWD, to the same low bid for a not to exceed price of \$27,336.41.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as the LTC has funds, that expire in FY19-20, set aside for this purchase. The LTC has committed to field work in addition to regular tasks which require a reliable AWD vehicle.

OTHER AGENCY INVOLVEMENT:

Local Transportation Commission
County Counsel
County Auditor

FINANCING:

Funding was approved by the ICLTC on 2/19/20.
Budget 504605
Object Code 5655

ATTACHMENTS:

1. AWD Vehicle Bid

APPROVALS:

John Pinckney	Created/Initiated - 2/20/2020
Darcy Ellis	Approved - 2/20/2020
John Pinckney	Approved - 2/20/2020
Breanne Nelums	Approved - 2/20/2020
Marshall Rudolph	Approved - 2/20/2020
Amy Shepherd	Approved - 2/20/2020
Michael Errante	Final Approval - 2/21/2020

County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

BID # Oct-2019-SUV

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: OCTOBER 30th, 2019 TIME: 3:30 P.M.

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.

County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item. Delivery will be made no later than 16 weeks after order unless otherwise stated under 'Deliver Time' on the Dealer Bid Sheet. **A penalty of \$500/day will be assessed against the total bid price for orders that do not meet the dealer specified delivery time.**
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.

County of Inyo
DEPARTMENT OF PUBLIC WORKS

Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.
21. Bidder shall have a manufacturer authorized dealership with a service center for warranty/recall repairs within 60 road miles of Independence, CA.

VEHICLE BID FORM
INYO COUNTY PUBLIC WORKS BID NO: OCT-2019-SUV

Item #1	
BID ITEM: 2020 MIDSIZE 5-PASSENGER UTILITY AWD	QUANTITY: THREE (3)

MINIMUM BID SPECIFICATIONS per VEHICLE

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
1.5 LITER ENGINE OR EQUIVALENT	2.5L ✓	
AUTOMATIC TRANSMISSION	✓	
MAINTENANCE FREE BATTERY (72 AH)	✓	
CALIFORNIA EMISSIONS	✓	
ALL WHEEL DRIVE	✓	
ADAPTIVE ENERGY-ABSORBING STEERING COLUMN	✓	
CRUISE CONTROL	✓	
AM/FM STEREO RADIO W/IN DASH CD PLAYER	✓	
POWER STEERING	✓	
POWER DOOR LOCKS, WINDOWS AND MIRRORS	✓	
KEYLESS ENTRY REMOTE (2)	✓	
HANDS FREE VOICE ACTIVATED BLUETOOTH	✓	
ILLUMINATED ENTRY	✓	
CLOTH UPHOLSTERY	✓	
FULL PACKAGE GAUGES	✓	
BACK UP CAMERA	✓	
FLOORMATS, CARPETED, FRONT & REAR	✓	
HALOGEN HEADLIGHTS, AUTO ON/OFF HEADLAMPS	✓	
FRONT AND REAR AIR CONDITIONING W/HEATER	✓	
INTERMITTENT WIPERS/WASHER & DEFROST	✓	
DUAL FRONT AIR BAGS (MINIMUM)	✓	
SUPPLEMENTAL SIDE CURTAIN AIR BAGS	✓	
17" ALLOY WHEELS	✓	steel 17" wheels with covers
MUD AND SNOW RATED TIRES	✓	
FOUR-WHEEL TRACTION CONTROL	✓	
FRONT & REAR INDEPENDENT SUSPENSION	✓	
TIRE PRESSURE MONITORING SYSTEM	✓	
FOUR WHEEL ANTI-LOCK BRAKE SYSTEM	✓	
HEAVY DUTY FRONT & REAR SHOCKS	✓	
FRONT AND REAR BUMPERS	✓	
STANDARD WARRANTY	✓	
COLOR: WHITE	✓	
TOTAL OF 3 KEYS -TWO KEYS WITH REMOTE ENTRY FOB AND 1 EXTRA KEY WITHOUT ENTRY FOB	✓	

DEALER BID SHEET

VEHICLE(s) BID TYPE

Year, Make and Model

2020 Toyota Rav4 (model 4432 - LE AWD)

DELIVERY TIME

The vehicle(s) will be delivered to 168 N. Edwards Street, Independence, CA 93526 within 90-120 days following award notification.

DISCOUNT

Indicate dollar amount of discount, if any, for early payment, the time period during which the discount would be valid.

Amount of Discount \$ n/a (Dollar amount taken from Base Price)

Discount Period n/a days after receipt of vehicle.

PRICE

Base Price	\$ <u>\$25,335.⁰⁰</u>
Subtotal	\$ <u>\$25,335.⁰⁰</u>
Sales Tax 7.75 %	\$ <u>\$1963.44</u>
CA Tire Fee	\$ <u>\$ 8.75</u>
DMV Electronic Filing Fee	\$ <u>\$ 29.⁰⁰</u>
Total Price	\$ <u>\$27,336.²¹</u>

NOTE: A Completed bid package must be returned no later than:

OCTOBER 30th, 2019 @ 3:30 P.M.

To: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

AGREEMENT

VEHICLE(s):

Year: 2020 Make & Model Toyota Rav4 LE AWD
(model #4432)

We hereby agree to furnish the vehicle(s) as specified above the prices and terms stated, to Inyo County Public Works, subject to the instructions and specifications set forth in the attached bid documents.

Executed at Bishop California October 25, 2019.

Company: Perry Motors, Inc.

Address: 310 S. Main St.

City: Bishop

State: CA

Signature: Nicole Perry

Print Name: Nicole Perry-Morley

Contact Information:

Phone: 760. 872. 4141

Email: nicolepm@perrymotors.com

Fax: 760. 872. 1274

EXCEPTIONS TO SPECIFICATIONS

\$27,330.41 is the total price for one unit.

3 vehicles = \$82,009.23



This bid was received on Oct. 29, 2019
@ 11:13 a.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

2020 Toyota Rav4 LE AWD (Model 4432)

MECHANICAL & PERFORMANCE

- 2.5L 4-Cylinder Engine w/ Start-Stop 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm
- 8-Speed Automatic Transmission
- All Wheel Drive w/ Multi-Terrain Select

SAFETY & CONVENIENCE

- Toyota Safety Sense 2.0: Pre-Collision Sys w/ Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/ Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- STAR Safety System: VSC, TRAC, ABS, Elect Brake-Force Distribution, Brake Assist & Smart Stop Technology
- Backup Camera
- 8 Airbags
- LATCH-Lower Anchor & Tether for Children

EXTERIOR

- LED Headlights
- LED Daytime Running Lights
- 17-in. Steel Wheels w/ Covers

INTERIOR

- Audio - 7" Touch-Screen, 6 Spkr, HandsFree Bluetooth Phone/Music, USB Media Port, SiriusXM w/ 3-Month All Access Trial, Android Auto & Apple CarPlay Compatible
- Fabric Seats
- Remote Keyless Entry (3 KEYS TOTAL)
- Carpet Floor Mats



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: March 10, 2020

FROM: Travis Dean

SUBJECT: Resolution and Notice of Completion for the Mazourka Shop Fencing Project.

RECOMMENDED ACTION:

Request Board approve proposed Resolution No. 2020-09, 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 Mazourka Shop Fencing Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the November 26, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the Mazourka Shop Fence Project to Rudnick Fence, Co. of Bakersfield, California in the amount of \$55,380.00. The final construction contract amount is \$63,286.25.

Rudnick Fence, Co., recently completed work on the Mazourka Shop Fence Project. On February 13, 2020, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed 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:

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:

The Public Works Department
County Counsel

Auditor

FINANCING:

This Project is funded by the Road Department Budget 034600, Object Code 5265 Professional and Special Services

ATTACHMENTS:

1. Notice of Completion and Resolution

APPROVALS:

Travis Dean	Created/Initiated - 2/25/2020
Darcy Ellis	Approved - 2/26/2020
Travis Dean	Approved - 2/26/2020
Breanne Nelums	Approved - 2/26/2020
Michael Errante	Approved - 2/27/2020
Marshall Rudolph	Approved - 2/27/2020
Amy Shepherd	Approved - 2/27/2020
Michael Errante	Final Approval - 2/27/2020

RESOLUTION #2020 -

**“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
MAZOURKA SHOP FENCING PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Mazourka Shop Fencing Project has been completed by Rudnick Fence Co. 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 Mazourka Shop Fencing Project.

Passed, approved and adopted this _____ day of _____, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Matt Kingsley, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Clint Quilter, Clerk

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

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 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 Mazourka Shop Fencing Project on the property hereinafter described was completed on February 13, 2020 and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the Mazourka Shop Fencing Project has been completed and is located on is at 750 South Clay Street, Independence, CA 93526.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located at 750 South Clay Street, Independence, CA 93526.
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 Mazourka Shop Fencing Project, pursuant to contract with the County, is Rudnick Fence Co.

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 Mazourka Shop Fencing 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

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM: John Pinckney

SUBJECT: U.S. Bicycle Route 85

RECOMMENDED ACTION:

Request Board receive a presentation on the proposed U.S. Bicycle Route 85, including a specific route through Inyo County, and consider authorizing the Chairperson to sign a Letter of Support for the proposed route.

SUMMARY/JUSTIFICATION:

Request that the Board receive a presentation on the proposed U.S. Bicycle Route 85. The Eastern Sierra has been designated as a U.S. Bicycle Route undeveloped corridor, specifically labelled USBR-85. The U.S. Bicycle Route System (USBRS) is developing through partnerships between transportation agencies, bicycle and trail organizations, and volunteers.

Routes are nominated for official designation by state departments of transportation and approved by the American Association of State Highway and Transportation Officials (AASHTO). Designation of a U.S. Bicycle Route means that the state department of transportation and all jurisdictions along the route have given their support.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County LTC received a presentation on the proposed USBR Route 85 on October 16, 2019. The LTC approved a motion authorizing the Executive Director to sign a Letter of Support for the proposed route. Caltrans will not move forward with the proposed designation until all of the road owners have approved the designation either by Letter of Support or Resolution. Most of the route through Inyo County will be on State Highway, but the northern segments through Inyo County are proposed to come down:

Old Sherwin Grade - CR#1007
Pine Creek Rd - CR#1009
N. Round Valley Rd. - CR#1003
S. Round Valley Rd. - CR#1010
Sawmill Rd. - CR#1013
Ed Powers Rd. - CR#1016
Red Hill Rd. - CR#1017

at that point joining SR-168 into Bishop and then along US-395 proceeding to the southern border of Inyo County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to designate the suggested route or offer direction to modify the proposed route. If your Board chooses not to designate a route then the route will most likely be designated strictly along the US-395 corridor as this route would not require local approval. Caltrans HQ has already officially advocated for Districts to approve USBR designations on Caltrans Rights of Way.

OTHER AGENCY INVOLVEMENT:

Caltrans
City of Bishop
Local Transportation Commission
County Counsel

FINANCING:

There is no cost associated with this proposal. Specifically, designation as a U.S. Bicycle Route assumes no liability and no obligation for additional signage or maintenance.

ATTACHMENTS:

1. U.S. Bicycle Route 85 Presentation
2. Inyo County BOS Letter of Support

APPROVALS:

John Pinckney	Created/Initiated - 2/20/2020
Darcy Ellis	Approved - 2/20/2020
John Pinckney	Approved - 2/24/2020
Marshall Rudolph	Approved - 2/24/2020
Michael Errante	Final Approval - 2/24/2020

U.S. BICYCLE ROUTE SYSTEM

ROUTE 85



U.S. Bicycle Route System in California

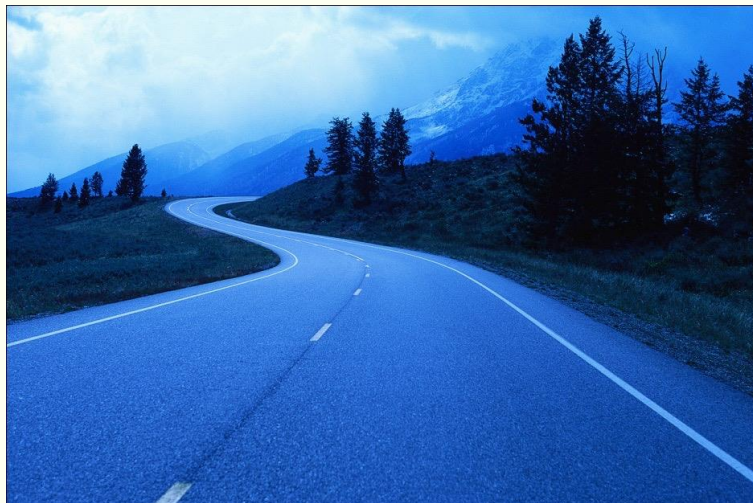


The plan and the process for designating USBRs across CA



A Collaborative Effort With:
Caltrans
Local Jurisdictions
Volunteers





USBRS History

The AASHTO Task Force on US Bicycle routes formed in 2005 and represented DOTs, FHWA, plus Adventure Cycling, Mississippi River Trail, and the East Coast Greenway. The task force was charged with the vision to encourage developing a national corridor plan for use in designating potential future US bicycle routes across the country.





U.S. Bicycle Route System is a proposed national bike network that connects two or more states, a state and international border, or one or more US Bicycle Routes. It links urban, suburban and rural areas by using appropriate roads, trails, and streets.

- NOT a construction project!
- AASHTO approves Route Number designation, not the route
- No cost for implementing a USBR
- Route can be designated including paper and electronic maps, signs, pavement markings, GPS coordinates, local maps



The value of designating a US Bicycle Route.

- Bicycle Tourism Benefits
- Promotes & enables interstate bicycle travel
- Connects scenic, cultural and/or historic destinations & attractions, cities and transportation hubs



“Bike travel takes you farther”



The goal of The United States Bicycle Route System is to connect America through a network of numbered interstate bicycle routes.

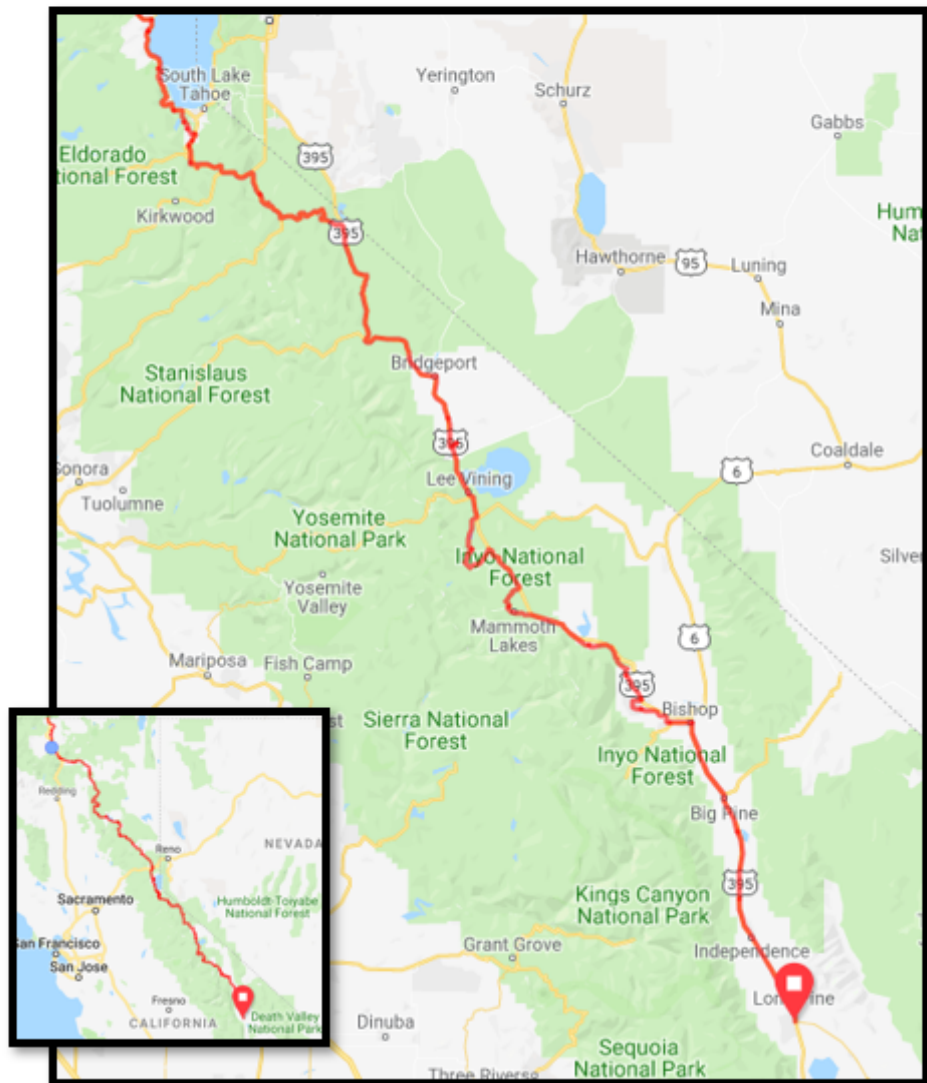
NATIONAL CORRIDOR PLAN

June 2019

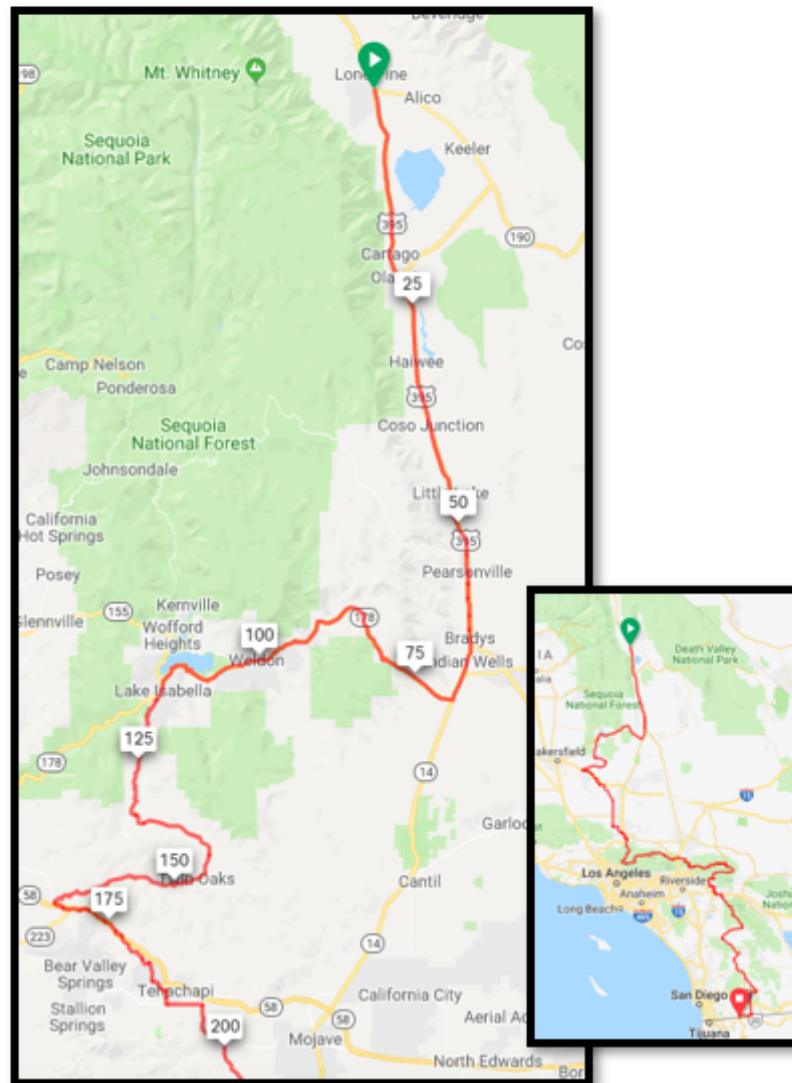




Proposed - USBR 85 North Segment

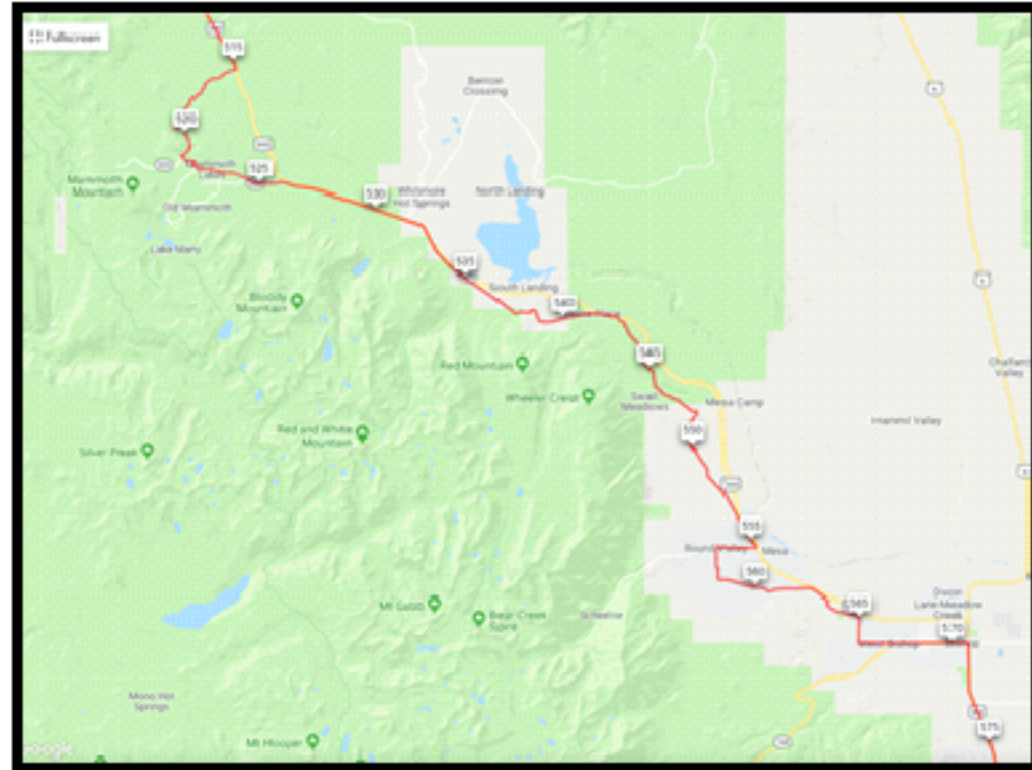


Proposed - USBR 85 South Segment





Proposed USBR 85 Northern Segment Deviations from US 395



Corridor Plan Development

Steps to Designating a USBRS

1. Review Corridor Plan
2. Identify stakeholders, roles, and responsibilities
3. Develop & document the route
4. Gain support from local road & trail agencies
5. Sign-off from one adjoining state
6. Caltrans submits the AASHTO application
7. Promote the U.S. Bicycle Routes





Implementation Process

- In California, Adventure Cycling formed volunteer teams for each proposed USBR
- Each USBR is a separate project
- Volunteers have created maps and route logs and are now reaching out to local agencies for support



Plans and Status in California

Gaining Local Agency Support

- Volunteers identify jurisdictions along the route
- Make contact with road/trail authorities
- Make changes to draft route as required by and with support from local agencies
- Gain Resolutions or Letters of Support



Follow Up & Finalizing

- Map and route log are updated based on changes required by local agencies
- Support resolutions/letters are sent to Caltrans
- Caltrans combines documentation into an application to AASHTO
- USBR Routes are designated.





Sample Support Resolution

"WHEREAS bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing California to be developed as United States Bike Route 90 (USBR 90), and

WHEREAS the Adventure Cycling Association, with the cooperation of the California Department of Transportation and other stakeholders, have proposed a specific route to be designated as USBR 90, a map of which is herein incorporated into this resolution by reference, and

WHEREAS the proposed route for USBR 90 comes through The City of Santee and can therefore provide a benefit to our residents and businesses, and

WHEREAS we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area,

THEREFORE be it resolved that the City of Santee hereby expresses its approval and support for the development of USBR 90, and requests that the appropriate officials see to it that the route is officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within the City of Santee right-of-way identifying the route through the community once the official designation has been made. "



Thank you for your support. Questions?



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

email: dellis@inyocounty.us



March 10, 2020

Ryan Dermody, Deputy District 9 Director
500 So. Main Street
Bishop, CA 93514

Dear Mr. Dermody,

Re: Support of US Bike Route 85 CA in Inyo County

Inyo County Board of Supervisors would like to offer our support for the designation of the proposed U.S. Bicycle Route 85 (USBR 85) through Inyo County. The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through California to be developed as USBR 85 that follows the Sierra Nevada range. Inyo County lies within that corridor.

The proposed route is consistent with the adopted Inyo County Regional Transportation Plan (RTP) Chapter 4, Policy Element, Goal 5:

GOAL 5: Encourage and Promote Greater Use of Active Means of Personal Transportation in the Region.

Policy 5.1.1 Consider the Non-motorized Mode in Planning. Consider the non-motorized mode as an alternative in the transportation planning process and how transportation projects will affect overall health of the region..

Policy 5.1.2: Bikeway System in the Region. Plan for and provide a continuous and easily accessible bikeway system within the region, including connections to recreation destinations

Objective 5.2: Complete Streets: Include Bicycle Facilities on Streets and Highways. Encourage the modification of streets and highways to include bicycle facilities

The proposed route is also consistent with the Inyo County 2015 Active Transportation Plan.

We recognize that bicycle tourism is a growing industry in North America, contributing to the economies of communities that provide facilities for such tourists. Our local communities stand to benefit from this opportunity both economically and from the health- and environmental-related benefits of encouraging bicycle travel in the Eastern Sierra region.

I am contacting you to indicate our support for designating USBR 85 through Inyo County. A link to the proposed route can be found here: <https://ridewithgps.com/routes/26882556>

Inyo County Local Transportation Commission (ICLTC) staff has investigated the proposed route and found it to be suitable for bicycle tourists as the proposed route is along state highways and/or along Inyo County facilities currently designated as bike lanes or routes. The ICLTC directed staff and the Executive Director to support the proposed designation.

Please contact ICLTC staff, John Pinckney, with any questions or comments regarding our support.

Sincerely,

Matt Kingsley,
Chairperson,
Inyo County Board of Supervisors

cc: Kerry Irons, Adventure Cycling Association



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM: Aaron Steinwand

SUBJECT: Direction for County's Owens Valley Groundwater Authority representatives and request for authorization to adjust County's annual financial contribution to the Authority.

RECOMMENDED ACTION:

Request Board: A) provide direction to the Owens Valley Groundwater Authority (OVGA) representatives in advance of the OVGA meeting scheduled for March 12, 2020 in Bishop, CA; and B) authorize the County's OVGA Director to represent the County's annual funding commitment for the OVGA's Groundwater Sustainability Plan Development Budget pursuant to Article IV of the Joint Powers Agreement and the 2018 funding agreement to be at least \$52,859/year and not to exceed \$98,167/year, contingent upon the respective funding commitments of OVGA members.

SUMMARY/JUSTIFICATION:

At the March 12, 2020 OVGA meeting, the consultant preparing the Groundwater Sustainability Plan (GSP) will present elements of the GSP. The consultant will also be available to assist the OVGA in their consideration of draft guiding principles recommended by the Ad Hoc Committee for the Communications and Engagement Plan process. These items are steps in the development of a GSP by the consultant and OVGA. OVGA staff will also provide a financial report and reports on the Indian Wells Valley Groundwater Authority and Owens Lake Groundwater Working Group activities.

At the January 9 and February 13, 2020 OVGA meetings, the OVGA Board considered requests from two funding Members to terminate their participation in the JPA and cancel their respective funding agreements. These agencies were refunded \$9,439.16 each (\$18,878.32 total) which was the pro-rated portion of their annual commitment for the remaining five months of the 2019-20 fiscal year. A separate request from a non-funding member was also approved in February. No additional requests are expected from the remaining members. Six Members remain: Mono Co., Big Pine CSD, Eastern Sierra CSD, Inyo Co., City of Bishop, and Indian Creek-Westridge CSD. Per OVGA direction at previous meetings, once the Board composition was set, the OVGA will again consider applications for Associate or Interested Party status. That process will pick up where it was left unfinished last year. It is expected that applications for one Associate seat representing mutual water companies, and Interested Party seats for the Owens Valley Committee and the Lone Pine Tribe will be considered.

In accordance with Article IV of the JPA, the Members will review the GSPDB, and a draft 2020-21 annual budget will be presented at the March 12, 2020 meeting. The termination of funding members of the JPA unavoidably creates a gap in 2019-20 revenue of \$18,878 and 2020-21 revenue of \$45,308 expected when the original three-year GSPDB was adopted in addition to the refund. It is appropriate for the Authority to hold another GSPDB

funding meeting as part of the agenda following presentation of the draft 2020-21 budget. The purpose for the GSPDB funding meeting is to allow Directors to determine if their agency's contribution will be adjusted. The JPA allows Members an equal opportunity to make a binding commitment to increase their contribution during the GSPDB funding meeting. Following adjustment of the funding contributions, if any, the voting share of the Members will be adjusted according to Article IV, Section 2.1 of the JPA.

Inyo County currently is an Extra-Funding Member and has committed to provide \$52,859/year towards the GSPDB. Given that the majority of the Owens Valley Groundwater Basin lies within Inyo County, staff recommends your Board authorize the Inyo County OVGA Director to commit to fund up to \$18878 for 2019-20 and an additional \$45,308 for the remaining year of the GSPDB 2020-21, as necessary to ensure the GSPDB is fully funded following the termination of two funding members.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to provide additional funds for the OVGA. In that case, the OVGA overall revenue will be reduced if no other Member increases their commitment, or the County's relative voting share will decrease if other Members increase their commitment.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

OVGA staff recommend any additional funding commitment to the OVGA for 2019-20 not be due before July 1 2020. The County will need to identify the source of funding if it increases its funding commitment to the OVGA, and your Board will need to include the requisite adjustments to the County's 2020-21 Budget. At this time, it is anticipated that staff will recommend funding the County's GSPDB funding commitment through the Inyo County Water Fund, and/or other categorical or discretionary funding sources, or some combination thereof.

ATTACHMENTS:

1. OVGA Agenda 031220 DRAFT

APPROVALS:

Aaron Steinwand	Created/Initiated - 2/21/2020
Darcy Ellis	Approved - 2/21/2020
Aaron Steinwand	Approved - 2/27/2020
Clint Quilter	Approved - 2/27/2020
Marshall Rudolph	Approved - 2/28/2020
Amy Shepherd	Final Approval - 3/2/2020

Owens Valley Groundwater Authority

**Bishop City Council Chambers
301 West Line St.**

Bishop, Ca

March 12, 2020 2:00 PM

Board of Directors Meeting Agenda

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

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

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.)

1. Pledge of allegiance.
 2. Public comment.
 3. Introductions.
 4. Approval of minutes from the February 13, 2020 OVGA Board meeting.
 5. Board Member Reports.
 6. OVGA staff reports
 - a. Financial Report.
 - b. Report on Indian Wells Valley Groundwater Authority activities.
 7. Presentation of draft 2020-2021 OVGA budget.
 8. OVGA GSP Developmental Budget Funding meeting.
 9. Consideration of Associate and Interested Parties applications.
 10. Consideration of Communications and Engagement Plan Guiding Principles.
 11. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
 12. Owens Lake update.
 13. Discussion regarding future agenda items.
 14. Set next meeting.
 15. Adjourn.
-



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM: Leslie Chapman

SUBJECT: Consider changing the name of Portagee Joe Campground to Portuguese Joe Campground

RECOMMENDED ACTION:

Request Board consider changing the name of the campground located at 101 Tuttle Creek Rd., Lone Pine, CA from Portagee Joe Campground to Portuguese Joe Campground (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

Joe Pires was affectionately known as “Portagee Joe” in his day, and is still remembered by many local, old-timers as a miner and cattleman who lived in a shack on the bank of Tuttle Creek just above what would become known as Portagee Joe campground. According to some locals, he had a long history in Inyo County and if you were in the cattle business, you knew all about him. During that time, there were other locals that had nicknames like “Skinny Gates” and “Hard Rock Jim”; all were colorful characters and all have an important place in local history.

In more recent times, the question has arisen of whether the term “Portagee” may be an ethnic slur that could inadvertently offend some members of the public and therefore should not be included in the name of a County campground. In response to such concerns, a town hall meeting was held in Lone Pine in 2017 to discuss the situation and get input from local citizens. Many people at the meeting still remembered Joe and objected to the name change. To them, it felt like the County was trying to erase Joe’s legacy, so the County proposed a compromise: keep the name Portagee Joe out of respect for the man, but add information at the site to explain Joe’s history and how his name became attached to the campground.

Then, in 2019, the issue was raised again when local citizen and attorney, Allen Berrey, threatened litigation and lodged a complaint with the Campground’s landlord, Los Angeles Department of Water and Power (DWP). (Berrey had also raised the issue previously and was at the 2017 meeting in Lone Pine.) DWP responded by urging the County to change the name before a new lease was executed. Based on this chain of events, the County decided that it was time to revisit the situation. Staff reached out to a couple of different Portuguese societies and was told that the term Portagee is not necessarily considered a slur; it depends on who uses the term and how. Nevertheless, with changing times and people from all over the world making electronic reservations, it is more likely now than in the past that the name could be misconstrued. Concurrently, it was brought to the County’s attention that Mr. Pires’ gravestone reads:



The threat of litigation was later dropped; however, with these new considerations and knowing that “Portuguese Joe” was the name chosen by Mr. Pires’ family for his headstone, staff recommends changing the name of Portagee Joe Campground to Portuguese Joe Campground and adding a nice historical marker to commemorate the memory of Joe Pires, the miner, cattleman and local character.

The County has an Administrative Manual Policy for Naming and Placing Commemorative Plaques on County of Inyo Facilities/Buildings that sets the criteria to name or place plaques on County facilities/buildings. The policy only addresses formal, third-party naming requests and does not appear to govern the County’s or Board’s own inherent authority and discretion to name (or rename) County facilities and buildings. Thus, many sections of the policy do not apply. Staff has made an effort to address the sections that do apply in this memo, and the policy in its entirety is attached to the agenda.

Any questions or additional considerations can be addressed to Leslie Chapman, lchapman@inyocounty.us, or 760-878-0460.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient appropriation in the Parks and Recreation budget to cover the costs of changing signs and setting the plaque.

ATTACHMENTS:

1. Plaque Placement and Naming of County Facilities Policy

APPROVALS:

Leslie Chapman
Darcy Ellis
Leslie Chapman

Created/Initiated - 2/21/2020
Approved - 2/21/2020
Approved - 2/27/2020

Marshall Rudolph
Amy Shepherd
Clint Quilter

Approved - 2/27/2020
Approved - 2/27/2020
Final Approval - 2/27/2020

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of *February, 2002*, an order was duly made and entered as follows:

CAO/Policy on
Placement of
Plaques on and
Naming of County
Facilities

The County Administrator presented the proposed policy establishing the criteria for evaluating requests for naming or placing plaques on County owned facilities. The Board took a few moments to review the policy. The Board and Mr. Mendez discussed the policy, with the County Administrator explaining that there are several requests which may be forthcoming regarding the naming or placement of plaques at the Bishop Airport. Supervisor Dorame asked that under Section II, No. 2., the word "and" be replaced by "and/or." Additionally the County Administrator indicated that the word commemorate in Sections IV and V should be changed to commemorative. Moved by Supervisor Bear and seconded by Supervisor Dorame to accept and approve the policy, as amended, setting the criteria for evaluating requests for naming or placing plaques on County owned facilities. Motion carried unanimously, with Supervisor Hambleton absent.

WITNESS my hand and the seal of said Board this 5th

Day of **FEBRUARY** 2002



RENÉ L. MENDEZ
Clerk of the Board of Supervisors

By

Patricia Gunsolley

Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Dept. Heads - Admin. _____
Manual _____
DATE: February 13, 2002

ADMINISTRATIVE MANUAL

POLICY FOR NAMING AND PLACING COMMEMORATIVE PLAQUES ON COUNTY OF INYO FACILITIES/BUILDINGS

PURPOSE:

The purpose of this policy is to set the criteria for evaluating requests to name or place plaques on County facilities/buildings.

IMPLEMENTATION:

Section I: Information needed in Request

All requests to the Board of Supervisors for naming or placing commemorative plaques on or by County facilities/buildings must include:

1. Reason(s) for request.
2. Description of circumstances surrounding the request.
3. Brief profile of the nominee.
4. A minimum of three written endorsements in support of the request.
5. The location of the facility proposed for naming or placement of a commemorative plaque.
6. A commitment from the applicant that they will cover all the costs resulting from the request.

Section II: Criteria for Evaluating Request

In evaluating the request the County will give consideration and recognition to individuals/organizations, which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.

Section III: Criteria for Denying Request

The County will deny any request that:

1. Carries as a condition the brand name, corporate name or family name of a fire arm, alcohol or tobacco product; or is capable of confusion with a trade mark, copyright, brand name or existing landmark, without proper consent of the lawful owners of same;
2. Are deemed to be in poor taste; and
3. That does not meet the conditions expressed under Section II.

In addition for requests to name a County facility/building only, no:

1. County facility/building shall be named after a private individual unless that individual contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated; and
2. County facility/building shall be named for a public officer while the official remains in public office.

Section IV: Process for Placement of Request on Board of Supervisors Agenda

In order to initiate the process for naming or placing a commemorative plaque on a County facility/building:

1. An applicant needs to submit a letter to the Clerk to the Board of Supervisors that explains the request by answering the questions in Section I and asked to be placed on the Board's Agenda. The letter should include the address and phone number of where the applicant can be reached; and
2. Upon receiving the letter the Clerk to the Board of Supervisors will schedule the request on the Board of Supervisors Agenda within six (6) weeks and contact the applicant with the time and date.

Section V: Approval by the Board of Supervisors

1. All requests will be placed on the Board of Supervisors Agenda for approval per Section IV.
2. Staff will provide a recommendation to the Board on any request.
3. Any request for naming and/or placing a commemorative plaque on a County facility/building will require a 4/5 vote approval by the Board of Supervisors.
4. Generally, a facility shall not be named after a public official or private individual unless that person is deceased. A decision to name a facility after a public official or private individual when not deceased shall require a unanimous vote of approval by the Board of Supervisors.



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM: John Vallejo

SUBJECT:

RECOMMENDED ACTION:

Request Board read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Repealing Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code)," and schedule enactment for 10:30 a.m. on Tuesday, March 17, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

Inyo County's current ordinance regulating the export of groundwater pumped from within the County, currently located in Chapter 18.77 of the County Code, is being updated to clarify that the exercise of such powers flows from the County's general police powers as distinguished from its land use authority. The substance of the regulations in the updated ordinance remain consistent with the existing ordinance, but the process will be modified to shift the review and approval of applications for groundwater export from the Planning Commission to the Water Commission.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to adopt this ordinance, which may cause confusion with those desiring to implement a groundwater export project from within Inyo County regarding the authority under which we regulate such activities.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no direct costs associated with adoption of this ordinance.

ATTACHMENTS:

1. Inyo County Water Export Ordinance

APPROVALS:

John Vallejo

Created/Initiated - 3/4/2020

Darcy Ellis

Approved - 3/4/2020

Aaron Steinwand

Approved - 3/4/2020

Clint Quilter

Approved - 3/5/2020

Marshall Rudolph

Approved - 3/5/2020

Amy Shepherd

Final Approval - 3/5/2020

DRAFT 4

ORDINANCE NO. 20-

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 7.02 OF THE INYO COUNTY CODE TO REGULATE THE TRANSFER OR TRANSPORT OF WATER FROM GROUNDWATER BASINS LOCATED WHOLLY OR PARTIALLY WITHIN INYO COUNTY, AND REPEALING INYO COUNTY ORDINANCE NO. 1004 (CHAPTER 18.77 OF THE INYO COUNTY CODE)

WHEREAS on October 27, 1998, Ordinance 1004 (Chapter 18.77 of the Inyo County Code) became effective. The purpose of Ordinance 1004 was to regulate the transfer or transport of water from groundwater basins located wholly or partially within Inyo County.

WHEREAS, Ordinance 1004 added Chapter 18.77 to the Inyo County Code which is located within Inyo County's zoning regulation Code Title.

WHEREAS, subsequent to the effective date of Ordinance 1004, California law was clarified to confirm that counties have the power to regulate the transfer or transport of groundwater under the county's general police power, separate and independent from a county's zoning regulatory authority.

WHEREAS, by this Ordinance, the Inyo County Board of Supervisors intend to update and continue the regulation of the transfer or transport of water from groundwater basins located wholly or partially within Inyo County, and to make clear that it regulates such transfers or transport under the County's general police power separate and independent of the County's zoning regulatory powers.

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

SECTION 1.

Chapter 7.02 of the Inyo County Code is added to read as follows:

"7.02 Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater to the City of Los Angeles, and the Transfer or Transport of Water From Groundwater Basins Located in Whole or in Part within the Boundaries of Inyo County.

7.02.00 Definition of Terms Used in this Chapter

A. "Beneficially Interested Party" means a party whose interest in the

outcome of the proceedings is substantial, i.e., not a technical, abstract or moot right. Such a party must show that his legal rights are injuriously affected by the action being challenged.

- B. "Extraction" means the process of withdrawing groundwater by pumping or other controlled means.
- C. "Groundwater" means all water below the surface of the earth within the zone below the water table, in which the soil is completely saturated with water, excluding subsurface water that flows in known and definite channels.
- D. "Groundwater Basin" means a groundwater reservoir, defined on the basis of geological and hydrological conditions.
- E. "Groundwater Basin Located in Whole or in Part within Inyo County" means the following groundwater basins identified in California Department of Water Resources Bulletin 118-80 "Ground Water Basins in California" as may be updated or revised in the future:

<u>Name of Basin</u>	<u>Number of Basin</u>
Owens Valley	6-12
Black Springs Valley	6-13
Fish Lake Valley	6-14
Deep Springs Valley	6-15
Eureka Valley	6-16
Saline Valley	6-17
Death Valley	6-18
Wingate Valley	6-19
Middle Amargosa Valley	6-20
Pahrump Valley	6-28
Mesquite Valley	6-29
Searles Valley	6-52
Indian Wells Valley	6-54
Coso Valley	6-55
Rose Valley	6-56
Darwin Valley	6-57
Panamint Valley	6-58
Fish Slough Valley	6-60
Cameo Area	6-61
Race Track Valley	6-62
Hidden Valley	6-63
Marble Canyon Area	6-64
Cottonwood Spring Area	6-65

Lee Flat	6-66
Santa Rosa Flat	6-68
Cactus Flat	6-70
Coles Flat	6-72
Wild Horse Mesa Area	6-73
Harrisburg Flats	6-74
Wildrose Canyon	6-75
California Valley	6-79
Middle Park Canyon Valley	6-80
Butte Valley	6-81
Spring Canyon Valley	6-82
Furnace Creek Area	6-83
Greenwater Valley	6-84
Gold Valley	6.85
Rhodes Hill Area	6-86

- F. "Preexisting Use" means any water transfer or transport lawfully occurring, at the time of the effective date of Ordinance 1004. Any water transfer or transport lawfully existing, at the time of the effective date of Ordinance 1004 (October 27, 1998) may continue except as otherwise provided herein.
- G. "Overdraft" means the withdrawal of groundwater from a groundwater basin in an amount in excess of the amount of water that recharges the basin over a period of years during which water supply conditions approximate average, and which, if continued over time, could eventually cause the groundwater supply to be exhausted, cause subsidence, cause the water table to drop to a level below where groundwater pumping is no longer economically feasible, or cause a detrimental change in water quality.
- H. "Person" means any natural person, and any corporation, partnership, association, public entity, municipality and any other entity with legal existence under California law.
- I. "Public Trust Resources" means resources protected under the public trust doctrine.
- J. "Recharge" means flow of water to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources.
- K. "Surface Water" means water in lakes, streams, ponds, rivers or reservoirs whether or not such water was originally extracted groundwater.

- LK. "Water commission" means the Inyo County Water Commission.
- M. "Water department: means the Inyo County Water Department.
- N. "Water Table" means the surface or interface between the zone where the soil is completely saturated with water and the zone where the soil is not completely saturated with water.
- O. "Water Transfer or Transport" means the conveyance of water via aqueduct, ditch, pipeline, flume, natural water course or tanker truck from one area to another: (1) pursuant to Water Code Section 1810 et seq., or (2) pursuant to a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County, or (3) that involves movement of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County for use in an area outside of the groundwater basin, (4) a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County, or (5) that involves movement of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County.

7.02.05 Declarations and Findings

- A. Importance of Water. Adequate supplies of water are vital to the economy and environment of Inyo County and the health, safety and welfare of its citizens.
- B. Water Exports. Since 1913, the City of Los Angeles, with significant environmental, economic and social consequences, has exported substantial amounts of surface water and groundwater from Inyo County.
- C. Water Code Section 1810 Transfers. It is the policy of the State of California to facilitate the voluntary transfer of water and water rights where consistent with the public welfare of the place of export and the place of import. Under California Water Code (hereafter "Water Code") Section 1810 et seq., neither the state, nor any regional or local public agency may deny a bonafide transferor of water, as defined, the use of a water conveyance facility which has unused capacity, as defined, for the period of time for which that capacity is available, if fair compensation, as specified, is paid for that use, subject to

conditions specified in Water Code Section 1810 (a), (b), (c), and (d). Water Code Section 1810(d) provides that such a transfer of water may be denied if the use of a water conveyance facility will injure any legal user of water, or will unreasonably affect fish, wildlife, or other instream beneficial uses or will unreasonably affect the overall economy or the environment of the county from which the water is being transferred. Transfers of water from Inyo County undertaken pursuant to Water Code Section 1810 et seq., have the potential to affect the overall economy and/or the environment of Inyo County.

- D. Proposed Water Transfers. In addition to water exports by Los Angeles, proposals have been made involving the export of groundwater from Inyo County via the Los Angeles Aqueduct under California Water Code (hereafter "Water Code") Section 1810, the sale of groundwater extracted from Inyo County to the City of Los Angeles, the extraction and export of groundwater from a groundwater basin located in whole or in part in Inyo County, a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County, and the transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located in part in Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County.
- E. Importance of Groundwater. Groundwater underlying Inyo County has been and will continue to be an important source of water for agricultural, domestic, municipal, environmental and other purposes.
- F. Inyo County/Los Angeles Water Agreement In 1997, an agreement between the County of Inyo and the City of Los Angeles, which provides for management of the City of Los Angeles' water gathering activities (including groundwater extraction and surface water diversion) within Inyo County, was entered as a final order in Inyo County Superior Court, Case Number 12908. (Hereinafter, "Inyo/Los Angeles Water Agreement") The Inyo/Los Angeles Water Agreement provides for cooperative management of Los Angeles' water gathering activities by the County of Inyo and the City of Los Angeles in a manner that protects the environment of Inyo County.
- G. Water Sales to Los Angeles. In January 1998, the City of Los Angeles and the County of Inyo (through the Inyo County/Los Angeles Standing Committee) agreed that "[T]he City of Los Angeles will not enter into any agreement to purchase or otherwise acquire water extracted or diverted from within Inyo County unless it has been first informed by the County that the County and the seller have entered into an agreement which provides for the management of the extraction or diversion of the water in a manner that

insures the protection of the County's environment and economy. If after such notification, the City of Los Angeles enters into an agreement with the seller to purchase water, the purchase agreement will specifically require, as a continuing condition of the purchase of any water, that the seller be in full compliance with the provisions of the agreement with the County."

- H. Groundwater Transfers. A transfer or transport of groundwater from a groundwater basin located in whole or in part within Inyo County to an area outside of the groundwater basin, a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located partially within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County, have the potential to adversely affect the economy and environment of Inyo County.
- I. Authority to Regulate. Existing law provides the County of Inyo with authority to protect the health, safety and welfare of its citizens and to protect public trust resources through the regulation of the extraction of groundwater from groundwater basins within Inyo County.
- J. Need for Regulation. It is essential for the protection of the health, safety and welfare of the citizens of Inyo County, and the public benefit of the state, that a transfer of water undertaken pursuant to Water Code 1810, a sale of surface or groundwater to the City of Los Angeles, a transfer or transport of groundwater extracted and exported from a groundwater basin located in whole or in part within the boundaries of Inyo County, a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County be regulated in a manner that provides for the protection of the overall environment and economy of Inyo County.

7.02.10 Purpose and Intent

It is the purpose and intent of this chapter to establish an effective policy that will assure that the overall economy and the environment of Inyo County are protected from the impacts of:

- (1) a water transfer from the unincorporated area of Inyo County undertaken

pursuant to Water Code Section 1810 et seq.;

- (2) a sale to the City of Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County;
- (3) a transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin;
- (4) a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County; and,
- (5) a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.

7.02.15 Scope

A. Actions Subject to this Chapter. Any person who proposes a transfer or transport of water described in 1 through 4 below shall be subject to the provisions of this chapter:

1. A water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.
2. As set forth in an agreement described in Section 7.02.05 G., a sale to the City of Los Angeles or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County.
3. A transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin.
4. A transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.
5. A release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County,

B. Exemptions. A transfer or transport of water as described below shall be exempt from the application of this chapter (Chapter 7.02):

1. A transfer or transport of water by the City of Los Angeles from Inyo County, and an extraction of groundwater or a diversion of surface water from within Inyo County by the City of Los Angeles, that is not a purchase or acquisition of water subject to the agreement described in Section 7.02.05 G and that is not

a release of water directly from the Los Angeles Aqueduct for use in area outside the boundaries of Inyo County which is exchanged or otherwise replaced with water whose origin is outside of Inyo County but which results in groundwater being extracted and/or surface water being diverted in lieu of groundwater extraction from within Inyo County.

2. A transfer or transport of water during a period of emergency within Inyo County declared pursuant to California Government Code Section 8558 that is directly related to the reason or basis for the declaration of the emergency, and that is undertaken in order to prevent or mitigate injury to people, or the flooding or damaging of property within Inyo County.
 3. A transfer or transport of water in the form of manufactured or processed goods or products, agricultural products, or in bottles or any other portable containers including tanker trucks, provided the total transfer or transport via tanker truck or trucks does not exceed one acre foot during a one year period.
 4. A transfer or transport of water extracted or diverted from outside of the boundaries of Inyo County.
- C. Preexisting Uses. A preexisting use, as defined in Section 7.02.00.E of this ordinance, may continue if the transfer or transport meets all of the following criteria:
1. the transfer or transport is substantially similar to a transfer or transport that occurred during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is repealed by this ordinance;
 2. the transfer or transport is accomplished by means of substantially the same conveyance facility as was used during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is repealed by this ordinance;
 3. the transfer or transport is from substantially the same geographical area of the groundwater basin as during the one year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is repealed by this ordinance;
 4. the transfer or transport does not exceed either the highest instantaneous rate, or the highest annual total quantity, of water that was transferred or transported within the -twenty year period immediately prior to October 27, 1998, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is repealed by this ordinance;
 5. the transfer or transport will result in the use of the transferred or transported water in substantially the same manner and in substantially the same area as it was used during the one-year period immediately prior to October 27, 1989, the effective date of Ordinance No. 1004, the predecessor to this ordinance, which is repealed by this ordinance;

A transfer or transport of water which does not meet all of the criteria described in (1) through (4) above (including a water transfer or transport which once met, but no longer meets all of the criteria) shall not be considered a preexisting use and shall be subject to the provisions of this chapter.

7.02.20 Water Transfer or Transport Permit Requirement

Any person who proposes a transfer or transport of water described in Section 7.02.15 shall, prior to the commencement of the water transfer or transport, first apply for and obtain from the water commission a water transfer or transport permit.

7.02.25 Water Transfer or Transport Permit Procedure

Any water transfer or transport which is specified in this chapter shall be approved or disapproved only upon filing an application in proper form and in accordance with the procedure hereinafter set forth.

7.02.30 Water Transfers and Transport—Action by the Water Commission

The water commission shall receive, hear and decide every application for a water transfer or transport permit and, after a hearing, may authorize approval of the permit if it finds that the issuance of the permit would be in conformance with the provisions of this chapter. Notice of the hearing shall be given pursuant to the requirements for hearings set forth in this chapter.

7.02.35 Term of Permit

Each applicant for water transfer or transport permit pursuant to this chapter shall specify in the application the duration of term of the permit requested. The water commission, in consideration of the relationship of the term of the permit to the potential for the water transfer to unreasonably affect the overall economy or environment of Inyo County, shall determine the term of the permit. The approval of the permit may be made contingent upon the written acceptance and continued observance of conditions specified by the water commission. Once a water transfer or transport permit is approved, all of the conditions specified in the approval shall become operative, and the violation of any of them shall constitute a violation of this chapter.

7.02.40 Lapse of Approval of Permit and Permit Extensions

Unless a different period of time is specified among the conditions of approval, the approval of a water transfer or transport permit shall lapse and be void unless the approved water transfer or transport is commenced or construction necessary and incident to its commencement is started within one year of the date of its approval. The water commission may, following a hearing, extend the life of any water transfer or transport permit for additional one-year periods upon application filed prior to expiration of the permit.

7.02.45 Applications

The Director of the Inyo County Water Department shall establish the form of applications and of appeal forms required by this chapter, and may specify the data to be furnished along with an application or appeal form to assure the proper consideration of the matter involved and for the permanent record. An application for a water transfer or transport permit shall be made on the form provided by the water department. Every application for a water transfer or transport permit shall be submitted to the water department.

7.02.50 Applications—Verification

Every application for a water transfer or transport permit shall include verification by the applicant attesting to the truth and correctness of all the facts and information presented in the application.

7.02.55 Applications—Fees

No application shall be accepted, and no water transfer or transport permit shall be granted, unless the applicant is in full compliance with all requirements of this title and all applicable fees established by the Board are paid to the County. Every such fee or expense payment shall be deposited with the county treasurer.

- A. Amount of Application Deposit Fee. An application deposit fee shall be established by the Board. The application deposit fee shall be based upon the estimated cost to the County of processing the application.
- B. Fee Agreement. Each applicant shall enter into an agreement with the County wherein the applicant agrees to promptly pay any costs to be incurred by the County in processing the application that are in excess of the Application Deposit Fee and wherein the County agrees to promptly refund any fee collected by the County from the applicant which is in excess of the cost to the County of processing the application. The Fee Agreement shall also provide that the applicant or a successor shall pay the County for the costs incurred by the County in conducting any monitoring, groundwater management or reporting described in Section 27 and for any costs incurred by the County in reviewing the results of such monitoring, management and/or reporting.
- C. Penalty. The fees set forth above shall be doubled as a penalty with respect to any application filed in order to bring an existing illegal use or activity into conformance with this chapter.

7.02.60 Applications--Waiver of Fee Requirement

The requirement of a fee to accompany an application or an appeal may be waived by the

board of supervisors when an application or appeal is filed by a public agency, a city, the state, or the federal government.

7.02.65 Applications—Effect of Denial

No application for a water transfer or transport permit which is substantially the same as an application that has been denied may be submitted within one year from the date of the final order of denial, except if the water department reports to the water commission that the applicant has submitted new evidence or proof of changed conditions which justify the submission of a new application.

7.02.70 Hearings—Generally

Upon receipt in proper form of any application filed pursuant to this chapter, the date for the public hearing on the application shall be set by the water department. Notice shall be given to the time and place of such public hearing by at least one publication in a newspaper of general circulation in the county. The applicant, and the appellant, in the case of appeal, shall be notified in writing of the time and place of the hearing.

7.02.75 Hearings—Mailed Notice

Following the submittal of an application for water transfer or transport permit, the water department shall determine the area likely to be impacted by the extraction of groundwater that would be permitted. Once this determination has been made by the water department, prior to the public hearing on the application, the water department shall mail notice of the public hearing to the owners of all properties as shown on the last adopted tax roll of the county which are located within the area of impact as determined by the water department. Notice of the time and place of the hearing shall be given not less than ten days prior to the date thereof and further notice shall be as provided by law.

7.02.80 Hearings—Failure to Notify

Any failure to give notice as required by this title or any irregularity in connection therewith or in any procedure required by this title shall not invalidate the proceedings if there has been compliance with the minimum notice requirements of California state law.

7.02.85 Hearings—Continuance

At any public hearing held pursuant to this chapter, the water commission may order the hearing to be continued by publicly announcing the time and place of continuance, and no further notice thereof shall be required.

7.02.90 Appeals—Generally

An appeal may be taken to the water commission as a result of a decision by the water department, or to the county board of supervisors as a result of a decision by the water commission on an application for a water transfer or transport permit. Such an appeal must be filed within fifteen calendar days after the date of action by either the water department or the water commission. The appeal may be taken by any person beneficially interested, or by any public officer, board or agency affected, by filing with the county clerk a written notice specifying the grounds for the appeal. Any member of the county supervisors may within the same period call for a review of any such action by notice to the county clerk and such notice shall have the same effect as an appeal, but shall require no fee. Filing of an

appeal shall stay all proceedings in furtherance of the action appealed.

7.02.95 Appeals—Transmittal of Record

Upon notice by the county clerk that an appeal has been filed, the water commission shall make available for the board of supervisors all documents constituting the record upon which the action appealed was taken. The water commission shall be represented by the water department at the hearing before the board of supervisors on the appeal, in order to make known the reasons for its decision.

7.02.100 Appeals—Notice of Hearing

The water commission or board of supervisors shall give notice of the time and place at which the hearing will be held on any appeal filed pursuant to this chapter to the applicant, to the appellant, to the water commission and to any other person requesting such notice and depositing with the county clerk a self-addressed, stamped envelope for that purpose, in addition to the requirements of state law.

7.02.105 Appeals—Action of the Water Commission or Board of Supervisors

The water commission or board of supervisors, at the conclusion of the hearing on any appeal filed pursuant to this chapter, may sustain, modify or overrule the action of the director of the water department or of the water commission in the matter, or may refer any such matter back to the director of the water department or to the water commission. The final order of the board of supervisors or water commission on any such appeal shall be effective forthwith.

7.02.110 Duties of Water Commission

It is the duty of the water commission to assure the proper administration of this chapter, and the water commission shall have the power to establish such policies, rules and regulations not in conflict with the state law as are necessary for that purpose.” Additionally, the water commission shall serve, as required by Section 15.12.040 of the Inyo County Code, as the environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on any application for a transfer or transport of water.

7.02.115 Enforcement

Upon receipt of a written complaint, or based upon monitoring results or other information, the director of the water department shall process violations of this chapter as specified in Title 22. (Code Enforcement).

7.02.120 Required Findings

- A. Findings. A permit for a transfer or transport of water shall be approved only if the water commission, in consideration of the recommendations submitted by the water department, finds that the proposed water transfer or transport to be undertaken (subject to proposed conditions to be placed upon the transfer or transport) will not unreasonably affect the overall economy of Inyo County and will not unreasonably affect the environment of Inyo County.
- B. Adverse Effect on the Economy or Environment. A proposed water transfer or transport shall be found by the water commission to unreasonably affect the overall economy of Inyo County or to unreasonably affect the environment of Inyo County if

the commission finds that the proposed water transfer or transport including all proposed conditions and mitigation measures, will cause a significant adverse effect or effects on the overall economy or the environment of the county. A determination of whether or not the proposed water transfer will have a significant adverse effect, or whether a mitigation measure or measures will reduce such a significant effect to a less than a significant level, shall be made by reference to the analytical model of the California Environmental Quality Act (California Public Resources Code Section 21,000 et seq.), its guidelines and relevant case law.

- C. Economy. In determining whether a proposed water transfer or transport will unreasonably affect the overall economy of Inyo County, all relevant factors shall be considered, including, but not limited to, potential injuries to legal users of water in the groundwater basin and the county, direct or indirect economic impacts to suppliers, service providers and others in the county, impacts to the tax base of the county, and the cumulative effects of the proposed water transfer when considered together with the effects of past water transfers and transports, past surface and groundwater exports, proposed economic mitigation measures, as well as the effects of approved or anticipated future water transfers, transports and exports, on the county's overall economy.
- D. Environment. In determining whether a proposed water transfer will unreasonably affect the environment of Inyo County, all relevant factors shall be considered, including, but not limited to, effects on fish, wildlife, and other instream uses, effects on water levels in wells, effects on springs and seeps, effects on riparian and groundwater dependent vegetation, effects on rare or endangered plant or animal species, effects on surface water features, effects on public trust resources, recharge to the groundwater basin, effects on the groundwater storage capacity of the basin, potential for overdraft, potential for subsidence, effects on water quality, the capability of the proposed monitoring, groundwater management and/or reporting program to detect and avoid significant adverse impacts and the cumulative effects of the proposed water transfer within the effected groundwater basin, when considered together with the effects of past water transfers, past transfers, transports and water exports, as well as approved and anticipated future water transfers, transports and water exports from the affected groundwater basin, on the environment.
- E. Consistency with Groundwater Management Plan Adopted Pursuant to the Sustainable Groundwater Management Act, Water Code section 10720, et seq. (SGMA). The water commission shall not approve a water transfer or transport permit that involves groundwater pumping that is regulated pursuant to a groundwater management plan adopted under to SGMA unless the water commission finds that the groundwater pumping will be conducted consistent with the groundwater management plan.
- F. Evidence. Each finding required to be made by the water commission pursuant to this chapter shall be based upon substantial evidence and shall contain a description of the evidence that supports the finding.

7.02.125 Monitoring, Groundwater Management and Reporting

The water commission, in consideration of the relevant recommendations submitted by the water department, shall approve and incorporate, as appropriate, a monitoring,

groundwater management and/or reporting program into each water transfer or transport permit it approves. The monitoring, groundwater management and/or reporting program shall be of such scope and extent as the water commission finds to be necessary to ensure that the proposed water transfer or transport will not unreasonably affect the overall economy or the environment of the county. In determining the scope of a monitoring, groundwater management and/or reporting program, the ability of the proposed program to detect and avoid potential significant adverse effects before such effects occur shall be considered. The monitoring and/or reporting portion of the program shall be in compliance with Chapter 15.44 of this Code. The groundwater management and/or reporting program may include, but shall not be limited to, instream flow measurements, reports of the amounts of surface water diverted and/or amounts of groundwater pumped, monitoring of wells, monitoring of groundwater levels, monitoring of spring and seeps, monitoring of vegetation, wildlife, fish and economic effects and thresholds and/or trigger points which, if reached, will control the extraction of groundwater.

7.02.130 Modifications and Revocation

- A. Modification by Request. Any person who has been granted a water transfer or transport permit pursuant to this chapter may submit an application for a modification of the permit. Any such application shall be submitted and processed as provided in the same manner as an application for a water transfer or transport permit.
- B. Modification for Cause. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a water transfer or transport subject to an approved permit has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county, or that there has been a failure to comply with the provisions of the permit, the water commission shall conduct a noticed public hearing into the matter. If at the conclusion of the hearing, the water commission finds that an existing water transfer or transport, if continued, would cause an unreasonable effect on the overall economy or the environment of the county, the commission shall modify the provisions of the permit to the extent that it finds to be necessary to avoid the occurrence of such an effect. If the commission finds that a water transfer or transport subject to an approved permit has unreasonably affected the overall economy or the environment of the county, the commission shall order the implementation of such mitigation measures as it finds to be necessary to reduce the level of the effect to less than significant; in addition, the commission may modify the permit to the extent that it finds to be necessary to avoid the occurrence of such unreasonable effects in the future.
- C. Revocation. At the conclusion of the public hearing described in subsection B.

above, the water commission may revoke a permit granted pursuant to this chapter or issued pursuant to Ordinance 1004 if it finds that the water transfer cannot be continued without causing an unreasonable effect on the overall economy or environment of Inyo County, or if the water commission finds that there has been a failure to reasonably comply with the terms of the permit. In the event that the water commission revokes a permit, the commission may order the former permittee to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the former permittee.

7.02.135 Challenge to Water Transfers and Transport

- A. Existing Water Transfer or Transport Permit. Any beneficially interested party may, upon payment of any required fee, challenge the ongoing transfer or transport of water that is subject to an approved water transfer or transport permit during the term of the permit based on allegations that one or more of the following circumstances exists:
1. there has been or is an ongoing violation of one or more conditions of an approved permit; or
 2. the transfer or transport of water pursuant subject to the permit has unreasonably affected the overall economy or the environment of the county.
- B. No Existing Water Transfer or Transport Permit. In addition to the County's own enforcement rights (see 7.02.115), any beneficially interested party may challenge a transfer or transport of water that is not being undertaken pursuant to an approved water transfer or transport permit based upon an allegation that a water transfer or transport permit is required pursuant to this chapter.
- C. Process. A challenge pursuant to this section shall be commenced by filing with the water commission a signed written statement setting forth the challenge on a form prescribed by the water department, setting forth the basis of the party's beneficial interest and the statement shall be accompanied by the required fee. The statement shall allege all circumstances pertinent to the information required in subsections A or B above, and shall generally describe facts in support of those alleged circumstances. Within 10 days of receipt of a challenge in compliance with the foregoing requirements, the water department shall give notice of the challenge to the person undertaking the transfer or transport of water, the challenging party, all affected agencies and any interested party that has requested such notice. Within a reasonable time after of the receipt of the challenge, the water department shall complete a review of the facts alleged in the challenge and based upon this review, shall make a determination whether sufficient evidence has been presented to warrant a hearing by the commission on the challenge. A notice of this determination, together with the date and time of public hearing by the commission on the challenge, if applicable, shall be provided to the person undertaking the

transfer or transport of water, the challenging party, all affected agencies and any interested party that has requested such notice. Any public hearing on the challenge shall be conducted as provided in this chapter.

1. If the challenge pertains to a transfer or transport of water undertaken pursuant to a water transfer or transport permit, the water commission's review shall be as set forth in Section 7.02.135.
 2. If the challenge pertains to a transfer or transport of water that is not undertaken pursuant to a permit approved as provided in this chapter, the water commission shall determine whether such a permit is required. If the commission finds that the transfer or transport permit is required, and/or previously required a water transfer or transport permit, and if the commission finds that the transfer or transport of water caused an unreasonable effect on the overall economy or environment of Inyo County, in addition to any other penalties that may be imposed for violation of this Code, the commission may order the person who undertook the transfer or transport to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the person.
- D. Standard of Proof. The standard for proof in any such challenge shall be substantial evidence. Evidence may be provided by the beneficially interested party that submitted the challenge, the water department and/or by the person or entity undertaking the transfer or transport of water.
- E. Appeals. Appeals of a determination by the water department or of a water commission decision may be made as provided in this chapter for other decisions of the water department or water commission (see sections 7.02.90 through 7.02.105).”

SECTION 2

Severability

If any section, subsection, sentence, clause, or phrase of this chapter, as applied to any entity or person, is for any reason held to be illegal, invalid, unconstitutional, or outside the jurisdiction and/or the police powers of the County of Inyo, as determined by any court of competent jurisdiction, such decision shall not affect the validity of the chapter as to other entities or persons. If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. This chapter, and each section, subsection, sentence, clause or phrase hereof, would have been enacted irrespective of the fact that any one or more sections,

subsections, sentences, clauses, or phrases be declared illegal, invalid, unconstitutional, or outside the jurisdiction and/or police powers of the County of Inyo as to certain entities or persons.

SECTION 3

Repeal of Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code)

Inyo County Ordinance No. 1004, effective on October 27, 1998, and codified as Chapter 18.77 of the Inyo County Code, is hereby repealed in its entirety upon the effective date of this Ordinance .

SECTION 4

Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California. The Clerk of this Board is hereby instructed and ordered to publish this Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this__ day of _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 10, 2020

FROM:

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of February 25, 2020.

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.

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 -



County of Inyo



Health & Human Services - Health/Prevention

TIMED ITEMS - ACTION REQUIRED

MEETING: March 10, 2020

FROM: Anna Scott

SUBJECT: Enactment of Ordinance to Regulate Tobacco Product Sales and Requiring the Licensure of Tobacco Retailers

RECOMMENDED ACTION:

Request Board enact an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Amending the Inyo County Code to Add Chapter 5.45 to the Inyo County Code Regarding the Regulation of Tobacco Product Sales and Requiring the Licensure of Tobacco Retailers."

SUMMARY/JUSTIFICATION:

At the March 3, 2020 Board Meeting, your Board conducted a public hearing for the purpose of adopting the above referenced ordinance, waived the first reading, and scheduled the adoption of the ordinance for March 10, 2020. The ordinance will take effect six (6) months following Board adoption.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could: 1) choose not to adopt the Code; 2) Revise the proposed ordinance and introduce it as revised; 3) Give other direction to staff; or 4) Take no action.

OTHER AGENCY INVOLVEMENT:

CAO/Code Enforcement, Mono County Public Health, City of Bishop, Town of Mammoth Lakes, Inyo Mono Tobacco Coalition

FINANCING:

Outreach and education for retailers regarding the proposed ordinance will be paid out of the Tobacco budget 640317 under salaries and benefits.

ATTACHMENTS:

1. Ordinance 1253
2. Ordinance 1253 - Exhibit A

APPROVALS:

Anna Scott	Created/Initiated - 2/28/2020
Darcy Ellis	Approved - 2/28/2020
Anna Scott	Approved - 2/28/2020
Marilyn Mann	Approved - 3/2/2020
Meaghan McCamman	Approved - 3/2/2020
Melissa Best-Baker	Approved - 3/3/2020
Marshall Rudolph	Approved - 3/3/2020
Amy Shepherd	Approved - 3/5/2020
Marilyn Mann	Final Approval - 3/5/2020

ORDINANCE NO. 20-XXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA AMENDING THE INYO COUNTY CODE TO ADD
CHAPTER 5.45 TO THE INYO COUNTY CODE REGARDING THE REGULATION
OF TOBACCO PRODUCT SALES AND REQUIRING THE LICENSURE OF
TOBACCO RETAILERS**

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation's leading cause of preventable death; and

WHEREAS, over 200 cases of E-cigarette or Vaping Associated Lung Injury have been reported in California during the current outbreak; and

WHEREAS, despite the state's efforts to limit youth access to tobacco, data from the Center for Disease Control and Prevention's National Youth Tobacco Purchase Survey shows that youth tobacco use increased by more than 23% from 2013 to 2019; and

WHEREAS, the National Youth Tobacco Survey found that 72% of high school students and 60% of middle school students have used flavored e-cigarettes and that youth reported product flavoring as one of the top reasons for using e-cigarettes; and

WHEREAS, in Inyo County, approximately 33% of 9th and 11th graders report using electronic smoking devices in the last 30 days; and

WHEREAS, although federal and state law ban the sale of individual cigarettes, neither federal nor California state laws restrict the sale of individual little cigars and cigars; and

WHEREAS, many retailers sell little cigars and cigars individually, making them more affordable and appealing to youth; and

WHEREAS, minimum price markups and related laws in other states have been shown to be effective at increasing the price of cigarettes but may remain vulnerable to price manipulation by the tobacco industry without attention to coupons and discounts; and

WHEREAS, banning the sale of flavored e-cigarettes and setting minimum packaging and pricing standards will assist in stemming this troubling increase in tobacco use among youth, as making a product more difficult to obtain will tend to discourage its use; and

WHEREAS, studies show that communities with strong tobacco retailer licensing ordinances experience declines in youth sales rates after the ordinances were enacted, with an average decrease of 28% in the youth sales rate; and

WHEREAS, requiring tobacco retailers to obtain a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell tobacco products to adults but will

allow the County to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco control and youth tobacco access laws; and

WHEREAS, the County of Inyo desires to add Chapter 5.45 to the Inyo County Code to create a Tobacco retail licensure system and to regulate the sales of certain tobacco products.

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

SECTION ONE. INYO COUNTY CODE AMENDED.

The Inyo County Code is hereby amended to include a new chapter, numbered as Chapter 5.45, and entitled "Tobacco Retail License and Regulation of Tobacco Product Sales." The contents and subsections of Chapter 5.45 are attached hereto as Exhibit A.

SECTION TWO. SEVERABILITY.

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

SECTION THREE. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect six (6) months after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this ____ day of _____, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

5.45.010 DEFINITIONS

The following words and phrases, whenever used in this Chapter, shall have the meanings defined in this section:

- i) “Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter is not an arm’s length transaction.
- ii) “Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three pounds per thousand.
- iii) “Cigarette” means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.
- iv) “Consumer” means a Person who purchases a Tobacco Product for consumption and not for Sale to another.
- v) “Coupon” means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.
- vi) “Department” means Inyo County Administrator’s Office and any agency or person designated by the department to enforce or administer the provisions of this Chapter.
- vii) “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. “Electronic smoking device” includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. “Electronic smoking device” does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.
- viii) “Flavored electronic smoking device” means any electronic smoking device that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the use of the electronic smoking device, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice.
- ix) “Flavored tobacco product” means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice.
- x) “Full Retail Price” means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

- xi) "Labeling" means written, printed, or graphic matter upon any Tobacco Product or any of its Packaging, or accompanying such Tobacco Product.
- xii) "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.
- xiii) "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.
- xiv) "Moveable place of business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.
- xv) "Package" or "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.
- xvi) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- xvii) "Proprietor" means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.
- xviii) "Sale" or "Sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.
- xix) "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.
- xx) "Tobacco Product" means: 1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; and 2) any electronic smoking device as defined in this Chapter and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or any component, part, accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.
- xxi) "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco products. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

5.45.020 GENERAL REQUIREMENTS AND PROHIBITIONS.

- i) **TOBACCO RETAILER’S LICENSE REQUIRED.** It shall be unlawful for any person to act as a tobacco retailer in the County of Inyo without first obtaining and maintaining a valid tobacco retailer’s license pursuant to this Chapter for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer’s license is a nuisance as a matter of law.
- ii) **LAWFUL BUSINESS OPERATION.** In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license is issued, it shall be a violation of this Chapter for a licensee, or any of the licensee’s agents or employees, to violate any local, state, or federal law applicable to tobacco products or tobacco retailing.
- iii) **DISPLAY OF LICENSE.** Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.
- iv) **POSITIVE IDENTIFICATION REQUIRED.** No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of government-issued photographic identification that the recipient is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
- v) **SELF-SERVICE DISPLAYS PROHIBITED.** Tobacco retailing by means of a self-service display is prohibited.
- vi) **ON-SITE SALES.** All sales of tobacco products to consumers shall be conducted in-person at the licensed location. It shall be a violation of this Chapter for any tobacco retailer or any of the tobacco retailer’s agents or employees to deliver tobacco products or to knowingly or recklessly sell tobacco products to any person that intends to deliver the tobacco product to a consumer in Inyo County. For purposes of this subsection, “deliver” means the commercial transfer of tobacco products to a consumer at a location not licensed pursuant to this Chapter.

5.45.030 SALE OF FLAVORED ELECTRONIC SMOKING DEVICES PROHIBITED.

- i) It shall be a violation of this Chapter for any tobacco retailer or any of the tobacco retailer’s agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored electronic smoking device.
- ii) There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored electronic smoking devices, including, but not limited to, individual flavored electronic smoking devices, packages of flavored electronic smoking devices, or any combination thereof, possesses such flavored electronic smoking devices with intent to sell or offer for sale.
- iii) A public statement or claim made or disseminated by the manufacturer of an electronic smoking device, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such electronic smoking device, that such electronic smoking device has or produces a taste or smell other than tobacco, shall constitute presumptive evidence that the electronic smoking device is a flavored electronic smoking device.

5.45.040 TOBACCO PRODUCT PRICING AND PACKAGING.

- i) **PACKAGING AND LABELING.** No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.
- ii) **DISPLAY OF PRICE.** The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to indicate the price of the product.
- iii) **PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS.** No tobacco retailer shall:
 - (1) Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
 - (2) Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or
 - (3) Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.
- iv) **MINIMUM PACKAGE SIZE FOR LITTLE CIGARS AND CIGARS.** No tobacco retailer shall sell to a consumer:
 - (1) Any little cigar unless it is sold in a package of at least twenty little cigars; or
 - (2) Any cigar unless it is sold in a package of at least six cigars; provided, however, that this subsection shall not apply to a cigar that has a price of at least \$5.00 per cigar, including all applicable taxes and fees.
- v) **MINIMUM PRICES FOR CIGARETTES, LITTLE CIGARS, AND CIGARS.** No tobacco retailer shall sell to a consumer:
 - (1) Cigarettes at a price that is less than \$8.00 per package of 20 cigarettes, including all applicable taxes and fees;
 - (2) Little cigars at a price that is less than \$8.00 per package of little cigars, including all applicable taxes and fees; or
 - (3) Cigars at a price that is less than \$5.00 per cigar, including all applicable taxes and fees.
 - (4) The minimum prices established in this section may be adjusted by ordinance.

5.45.050 APPLICATION PROCEDURE.

- i) An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof.
- ii) It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the County of Inyo that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to this Chapter. Nothing in this Chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.
- iii) All applications shall be submitted on a form supplied by the Inyo County Department of Health and Human Services and shall contain the following information:

- (1) The name, address, and telephone number of each proprietor of the business seeking a license.
 - (2) The business name, address, and telephone number of the single fixed location for which a license is sought.
 - (3) A single name and mailing address authorized by each proprietor to receive all communications and notices (the “authorized address”) required by, authorized by, or convenient to the enforcement of this Chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph (2) above.
 - (4) Proof that the location for which a tobacco retailer’s license is sought has been issued a valid state license for the sale of tobacco products, if the tobacco retailer sells products that require such license.
 - (5) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this Chapter and, if so, the dates and locations of all such violations within the previous five years.
 - (6) Such other information as the Department deems necessary for the administration or enforcement of this Chapter as specified on the application form required by this section.
 - (7) A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer’s license within ten (10) business days of a change.
- iv) No license may be issued to authorize tobacco retailing at other than a fixed location. No tobacco retail license will be issued to a moveable place of business.
 - v) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

5.45.060 ISSUANCE OF LICENSE.

Upon the receipt of a complete application for a tobacco retailer’s license and the license fee required by this Chapter, the Department shall approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. The Department may deny an application for a tobacco retailer’s license based on any of the following:

- i) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this Chapter;
- ii) The application seeks authorization for tobacco retailing at a location for which this Chapter prohibits a license to be issued;
- iii) The application seeks authorization for tobacco retailing for a proprietor to whom this Chapter prohibits a license to be issued; and/or
- iv) The application seeks authorization for tobacco retailing that is prohibited under this Chapter, that is unlawful under this Chapter, or that is unlawful under any other law.

Upon the Department's approval of a license application, the applicant shall pay the required fee within 30 days. If the required fee is not paid in full within 30 days, the application shall be deemed abandoned and the Department's approval shall be of no force or effect.

A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

5.45.070 LICENSE RENEWAL AND EXPIRATION.

- i) RENEWAL OF LICENSE. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of their tobacco retailer's license and submit the license fee no later than 30 days prior to expiration of the term.
- ii) EXPIRATION OF LICENSE. A tobacco retailer's license that is not timely renewed shall expire at the end of its term.

5.45.090 FEE FOR LICENSE.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the Board of Supervisors of the County of Inyo. The fee shall be adjusted by resolution of the Board of Supervisors and shall not exceed the actual cost of the regulatory program authorized by this Chapter.

5.45.100 COMPLIANCE MONITORING.

- i) Compliance with this Chapter shall be monitored by the Department. In addition, the County of Inyo may designate additional persons to monitor compliance with this Chapter.
- ii) As a condition of receiving a license, a tobacco retailer grants Inyo County the right to inspect its premises to ensure compliance with this Chapter during any time that the tobacco retailer is open for business.

5.45.110 SUSPENSION OR REVOCATION OF LICENSE.

- i) A tobacco retailer's license shall be suspended or revoked in the following circumstances:
 - (1) Upon a finding by the Department of a first violation of this Chapter within any five-year period, the license shall be suspended for 30 days.
 - (2) Upon a finding by the Department of a second violation of this Chapter within any five-year period, the license shall be suspended for 90 days.
 - (3) Upon a finding by the Department of a third violation of this Chapter within any five-year period, the license shall be suspended for 1 year.
 - (4) Upon a finding by the Department of four or more violations of this Chapter within any five-year period, the license shall be revoked indefinitely and the tobacco retailer shall be forever barred from obtaining a license pursuant to this Chapter in Inyo County.
 - (5) Upon a finding by the Department that the suspension of the tobacco retailer's license would serve the interests of justice, the license shall be suspended for a reasonable period of time, to be determined at the discretion of the Department.

- ii) A finding of a violation shall be set out in writing by the Department. A copy of the written violation shall be served on the tobacco retailer at or before the date that the license suspension or revocation occurs, along with any evidence supporting the Department's determination that a violation occurred.
- iii) A decision of the Department to suspend or revoke a license is appealable per the procedures set forth in Inyo County Code Chapter 22.12.050(C). Any appeal must be received within 15 days following service of the written violation.

5.45.120 TOBACCO RETAILING WITHOUT A VALID LICENSE.

- i) In addition to any other penalty authorized by law, if the Department determines that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's license as follows:
 - (1) After a first violation of this section at a location within any five-year (5) period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation.
 - (2) After a second violation of this section at a location within any five-year (5) period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety (90) days have passed from the date of the violation.
 - (3) After of a third or subsequent violation of this section at a location within any five-year (5) period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five (5) years have passed from the date of the violation.
- ii) Tobacco products offered for sale or exchange in violation of this section are subject to seizure by the Department and shall be forfeited after the licensee and any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale or exchange in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Inyo County Code Chapter 22.12.050(C). Forfeited tobacco products shall be destroyed and electronic smoking devices shall be properly disposed of according to appropriate hazardous waste regulations, after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.
- iii) For the purposes of the civil remedies provided in this Chapter:
 - (1) Each day on which a tobacco product is offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter; and
 - (2) Each individual retail tobacco product that is distributed, sold, or offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter.

5.45.130 ADDITIONAL REMEDIES.

- i) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.
- ii) Violations of this Chapter are subject to a civil action brought by the county counsel punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.
- iii) Violations of this Chapter may, in the discretion of the county counsel be prosecuted as infractions or misdemeanors when the interests of justice so require.
- iv) Violations of this Chapter are hereby declared to be public nuisances.

5.45.140 CONSTRUCTION.

This Chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the State of California.

Agenda

County of Inyo Board of Equalization

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

March 10, 2020

- 1:00 p.m.**
2. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of January 14, 2020.
 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. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2019-05, concerning Assessor Parcel No. 029-030-01, submitted by Gavin Wilkinson.
 5. **ADJOURN**

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
 2019-05

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME
 WILKINSON, GAVIN R

EMAIL ADDRESS
 TO. GAVINW@GMAIL.COM

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
 PO BOX 640

CITY LONE PINE	STATE CA	ZIP CODE 93545	DAYTIME TELEPHONE (760) 264 5404	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)

EMAIL ADDRESS

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY _____	STATE _____	ZIP CODE _____	DAYTIME TELEPHONE () ()	ALTERNATE TELEPHONE () ()	FAX TELEPHONE () ()
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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 	TITLE _____	DATE _____
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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) 29-030-01	ASSESSMENT NUMBER (if applicable) _____	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) _____
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PROPERTY ADDRESS OR LOCATION
 1 WILKINSON RANCH ROAD

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input checked="" type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	581,400	525,000	RECEIVED 2019 AUG 23 AM 8:21 INYO COUNTY CLERK OF THE BOARD COUNTY ADMINISTRATIVE CENTER INDEPENDENCE, CA 93526 (760) 878-0373
IMPROVEMENTS/STRUCTURES	150,000	150,000	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	731,400	675,000	
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
 - Explanation (attach sheet if necessary) _____

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

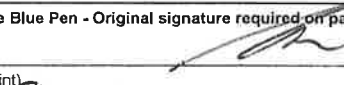
CERTIFICATION

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)

DATE


NAME (Please Print) GAVIN WILKINSON

INDEPENDENCE, CA

8-23-19

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



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 TOTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

January 22, 2020

Mr. Gavin Wilkinson
P.O. Box 640
Lone Pine, CA 93545

Re: Assessor Parcel No. 29-030-01

Dear Mr. Wilkinson,

Please be advised that your application appealing the assessed valuation of the above referenced property (Appeal No. 2019-05) has been set to be heard by the Inyo County Board of Equalization on March 10, 2020, at 1 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 unprotested 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

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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 8 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 (760) 878 - 0373.

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **615174**
 Receipt Number: **2627470**
 Geographical Code: **1400**
 Copies Mailed Date: **February 20, 2020**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **COPPER TOP BBQ, LLC**

Name of Business: **COPPER TOP BBQ**

Location of Business: **442 N. MAIN STREET
 BIG PINE, CA 93513**

County: **INYO**

Is Premises inside city limits? **Yes** Census Tract: **0005.00**

Mailing Address:(If different from premises address) **PO BOX 311
 BIG PINE, CA 93513-0311**

Type of license(s): **41** Dropping Partner: Yes No

Transferor's license/name: **557616 / COPPER TOP BBQ, LLC**

License Type	Transaction Type	Master	Secondary LT And Count		
41 - On-Sale Beer And Wine - Eating P	STK/PRM	Y			

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	STATE FINGERPRINTS	NA	1	02/20/20	\$39.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	02/20/20	\$24.00
Application Fee	DBL TRF: PREMISES AND STOCK	NA	0	02/20/20	\$905.00
Total					\$968.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: February 20, 2020

Applicant Name(s)

COPPER TOP BBQ, LLC

RECEIVED
 2020 FEB -2 AM 11:38
 INYO COUNTY
 ALCOHOLIC BEVERAGE CONTROL
 FILED