

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 17, 2020 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Names of cases: *LADWP v. Inyo County et al.* (Kern County Superior Court Case No. BCV-18-101513-KCT (CEQA)) and *Inyo County v. LADWP* (Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

DEPARTMENTAL - PERSONNEL ACTIONS

8. **Health & Human Services - Health/Prevention** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) Prevention Specialists exists in non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of two (2) Prevention Specialists at Range 60 (\$3,684 - \$4,475).
9. **Public Works** - Request Board change the authorized strength in the Public Works Department by:
 - A) Approving the creation of a Building and Maintenance Worker III, Range 62 and Building and Maintenance Worker IV, Range 64;
 - B) Approving the attached job descriptions; and
 - C) Reclassifying one current full-time Building & Maintenance Worker II position, Range 60 (\$3,684 - \$4,475), to a Level IV at Range 64 (\$4,043 - \$4,913).
10. **Public Works** - Request Board change the authorized strength in the Public Works Road Department by:
 - A) Deleting two (2) full-time Heavy Equipment Operator I/II positions, Range 58-Range 60 (\$3,513 - \$4,475); and
 - B) Adding two (2) full-time Lead Equipment Operator positions, Range 66 (\$4,231 - \$5,151); and
 - C) Finding that, consistent with the adopted Authorized Position Review Policy: 1) With the deletion of two (2) full-time Heavy Equipment Operator I/II positions, the availability of funding for two (2) Lead Equipment Operator positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; 2) where internal candidates meet the qualifications of the position, the new full-time Lead Equipment Operator positions will be filled through an internal recruitment to ensure the most qualified applicants apply; and 3) authorize the hiring of two (2) full-time Lead Equipment Operator positions, Range 66 (\$4,231 - \$5,151).

CONSENT AGENDA (Approval recommended by the County Administrator)

11. **Agricultural Commissioner - ESWMA** - Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra Nevada Alliance for the provision of two Americorp Members in an amount not to exceed \$6,875 per member for the period of April 1, 2020 through September 30, 2020, and authorize the Agricultural Commissioner to sign.
12. **Agricultural Commissioner - OVMAP** - Request Board: A) declare ADAPCO the sole source provider of VetcoBac GR; and B) approve the purchase of eighty (80) forty-pound bags of VectoBac GR from ADAPCO by the Owens Valley Mosquito Abatement Program in an amount not to exceed \$10,378.48.
13. **County Administrator** - Request Board approve Amendment No. 2 to the Memorandum of Agreement between the County of Inyo and the City of Bishop for Building Permitting and Inspection adding City Engineer services for the purpose of approving Parcel and Final Maps only and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

14. **County Administrator - Emergency Services** - Request Board: A) declare the California Governor's Office of Emergency Services (CalOES) - California Specialized Training Institute (CSTI), a sole-source provider of Specialized Emergency and Preparedness Training Services; and, B) authorize a purchase order payable to CalOES - CSTI in an amount not to exceed \$30,000 for Training Services.
15. **County Administrator-Emergency Services & Public Works** - Request Board: A) authorize the County of Inyo to become a party to the California Water/Wastewater Response Network CalWARN 2007 Omnibus Mutual Assistance Agreement; and B) authorize the Chairperson to sign the agreement.
16. **County Administrator - Motor Pool** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Jim Charlon Ford of Ridgecrest, CA for vehicle maintenance.
17. **County Administrator - Recycling & Waste Management** - Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000, and authorize the purchase of a used Roll-Off Truck, or a cab, chassis and tarp system, from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$90,000 including tax and delivery.
18. **Health & Human Services - Fiscal** - Request Board: A) approve Agreement No. 20-10008 between the County of Inyo and California Department of Health Care Services, for the contract from July 1, 2020 through June 30, 2023 for the maximum amount of the agreement reimbursement of \$600,000, for approved Medi-Cal Administrative Activities; and B) authorize the HHS Director to sign the Standard Agreement, California Civil Rights Laws Certification, Medi-Cal Disclosure Statement, and Contractor Certification Clause 307, contingent upon the adoption of future budgets.
19. **Health & Human Services - First 5** - Request Board approve the contract between the County of Inyo and Triple P America from March 20, 2020 to June 30, 2020 for Triple P Positive Parenting Program training services in an estimated amount of \$32,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
20. **Sheriff** - Request Board authorize a purchase order in an amount not to exceed \$11,350, payable to Sun Ridge Systems, Inc. of El Dorado, CA for iRIMS Law mobile and 1 year of support.

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

21. **Community Organization/Outside Agency** - Request Board receive an update from the California Public Utilities Commission on Southern California Edison's two transmission line projects.
22. **Community Organization/Outside Agency** - Request Board hear a presentation from representatives of Northern Inyo Healthcare District about their harm reduction program and new programs being planned.

23. **Planning Department** - Request Board accept and provide comments on the draft Inyo County 2019 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.
24. **Agricultural Commissioner - Cannabis** - Request board approve a request a change in ownership for commercial cannabis business license number 5A-001, Lonely Pine, LLC dba Urbn Leaf, contingent on submission and approval of appropriate background checks.
25. **County Counsel** - Request Board: A) approve Ordinance 1253 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 B) approve Resolution No. 2020-10 titled, "A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1253," and authorize the Chairperson to sign.
26. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

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

27. **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)

28. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: March 17, 2020

FROM:

SUBJECT: Request to hire two full time Prevention Specialists in the HHS Public Health and Prevention Division

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) Prevention Specialists exists in non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of two (2) Prevention Specialists at Range 60 (\$3,684 - \$4,475).

SUMMARY/JUSTIFICATION:

Two Prevention Specialists, who were assigned to work in the First 5 and other prevention programs in the HHS Public Health and Prevention division, recently accepted new positions, one with another HHS program and one with a community agency. Both Prevention Specialists facilitated Triple P parenting education courses in the jail and community, as well as promoted early literacy and quality early child care programs. One Prevention Specialist facilitated SUD prevention activities with seniors, including the WISE program, and provided child developmental screenings and technical assistance to child care providers. The other also led the car seat coalition as a car seat technician, and provided eligibility and nutrition education services as a WIC Nutrition Assistant. The Department is respectfully requesting your Board's approval to fill these important prevention positions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the filling of these positions, which would significantly limit our ability to offer Triple P parenting courses, senior prevention activities, and other early child development activities associated with First 5 Inyo.

OTHER AGENCY INVOLVEMENT:

Local child care providers, senior programs, Probation, and other HHS divisions.

FINANCING:

State, Federal funding and Social Services Realignment. One position is budgeted 100% in First 5 (643000) and the other is budgeted 50% in First 5 (643000), 25% in SUD (045315) and 25% in Social Services (055800) in the Salaries and Benefits object codes. No County General Funds

ATTACHMENTS:

APPROVALS:

Anna Scott	Created/Initiated - 2/25/2020
Darcy Ellis	Approved - 2/26/2020
Melissa Best-Baker	Approved - 2/27/2020
Meaghan McCamman	Approved - 2/27/2020
Marilyn Mann	Approved - 3/2/2020
Sue Dishion	Approved - 3/2/2020
Marshall Rudolph	Approved - 3/2/2020
Amy Shepherd	Approved - 3/2/2020
Marilyn Mann	Final Approval - 3/2/2020



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Chris Cash

SUBJECT: Water Systems service redesign, change existing Building & Maintenance Worker I/II position job description.

RECOMMENDED ACTION:

Request Board change the authorized strength in the Public Works Department by:

- A) Approving the creation of a Building and Maintenance Worker III, Range 62 and Building and Maintenance Worker IV, Range 64;
- B) Approving the attached job descriptions; and
- C) Reclassifying one current full-time Building & Maintenance Worker II position, Range 60 (\$3,684 - \$4,475), to a Level IV at Range 64 (\$4,043 - \$4,913).

SUMMARY/JUSTIFICATION:

At the December 11, 2018 Board of Supervisors meeting, the Public Works Department identified several personnel changes that would be part of the Public Works Department assuming operational responsibility, oversight, and repair of the three town water systems located in Laws, Independence, and Lone Pine.

With the assumption there will be more training requirements and responsibility for the existing personnel of the town water systems. Successfully acquiring this certificate is part of the redundancy and regulatory knowledge Public Works is building within the Water Systems. Currently the Building and Maintenance workers do not have a salary schedule enhancement for the successful completion in obtaining and maintaining a valid California Water Distribution Certification D1 and D2, this amends the job description in Public Works, Building and Maintenance, to reflect that change.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could choose not to approve this request which is not recommended by the Public Works Department as the additional education and certification compensation is consistent with other County departments.

OTHER AGENCY INVOLVEMENT:

Auditor
Personnel

FINANCING:

Funding for this change is budgeted in Building & Maintenance (011100), Independence Water Systems (152103), and Lone Pine Water Systems (152104) budgets.

ATTACHMENTS:

1. Building Maintenance Worker I, II, III, or IV

APPROVALS:

Debbe Ditmar	Created/Initiated - 3/10/2020
Darcy Ellis	Approved - 3/10/2020
Debbe Ditmar	Approved - 3/11/2020
Sue Dishion	Approved - 3/11/2020
Amy Shepherd	Approved - 3/11/2020
Chris Cash	Final Approval - 3/11/2020



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

ANNOUNCES AN OPEN RECRUITMENT FOR:

BUILDING AND MAINTENANCE WORKER I/II/III OR IV

Application Deadline:

DEPARTMENT: Public Works
LOCATION: Countywide
SALARY: Level I: Range 56 \$3,358 - \$4,074**
Level II: Range 60 \$3,684 - \$4,475**
Level III: Range 62 \$3,859 - \$4,692**
Level IV: Range 64 \$4,043 - \$4,913**

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: To perform a variety of skilled and semiskilled duties in the maintenance, construction, and repair of buildings and equipment; County Water Systems operation; and to perform related duties as assigned.

ESSENTIAL JOB DUTIES: Alters, repairs, or constructs articles and structures of wood such as cabinets, partitions, counters, doors, window frames, forms, and fences; repairs office furniture, equipment, and wooden fixtures; maintains and repairs woodwork of buildings; builds cases and shelving; fits doors, windows, and screens; maintains tools and equipment; installs cabinet tops and hardware; performs glazing work, cuts and installs window glass; repairs existing plumbing systems; installs water piping, sewer mains, and laterals; replaces or repairs pipes, valves, fittings; replaces water closets, flush valves, ball cocks; cleans out waste piping; works from blueprints and sketches; orders materials and maintains a list of materials on hand; cleans, sands, seals, and otherwise prepares and paints using roller, brush, or spray as required; inspects, disassembles, ventilating, and refrigeration units and systems; tests for defective parts and determines cause of malfunction; inspects wiring, visible relay contacts, capacitors, and motors and belts; replaces damaged or malfunctioning parts; changes filters, oils, and cleans equipment; adjusts and installs switches, gauges, and other control systems; installs and replaces tubing and pipe as necessary; may supervise, assign, and review work of an assigned assistant; inspects, repairs, replaces, and installs lighting devices, motors, clocks, bells, wiring, conduit, switches, plugs, sewage pumps, magnetic contacts, circuit breakers, vacuum tubes, relays and resistors; works from wiring diagrams and schematic diagrams; may perform welding duties; may assist other building and maintenance workers as necessary; performs journey level tasks as assigned.

EMPLOYMENT STANDARDS

Experience: Level I - High school graduate or equivalent with three years of full-time, journey level experience in one or more of the building trades.

Level II - High school graduate or equivalent with four years of full-time, journey level experience in one or more of the building trades.

Level III - High school graduate or equivalent with four years of full-time, journey level experience in one or more of the building trades, California Water Distribution Certificate 1, (D1).

Level VI - High school graduate or equivalent with four years of full-time, journey level experience in one or more of the building trades, California Water Distribution Certificate II, (D2).

Knowledge of: Materials, methods, tools, and safety practices of two or more of the following trades: plumbing, carpentry, painting, heating and air conditioning, hazardous materials, and safe work practices.

Ability to: Perform journey level work in plumbing, electrical, mechanical, painting, or carpentry; estimate materials and time required for jobs; read blueprints and work from plans, drawings, sketches, and specifications; work cooperatively with coworkers and others contacted in the course of work.

Physical ability to: Meet and maintain standards of physical endurance and agility; perform heavy manual labor; lift in excess of ninety pounds; use a pick and shovel; move tools and equipment by pushing and pulling; stand and walk on uneven surfaces; work in confined spaces; work in adverse weather conditions; must have the physical stamina to withstand repetitive bending, twisting, squatting, and reaching overhead.

Core Competencies:

The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the department and the specific work assignment:

Intensity: Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.

Ethical Behavior: Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.

Influence: Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.

Commitment: Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. *Key Concepts:* Public servant; and customer service.

Interpersonal Skills: Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. *Key Concepts:* Staff development; communication; listening; delegation; recognition; and buy-in.

Resiliency: Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.

Craftsmanship: Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. *Key Concepts:* Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles; must be willing and able to work on-call and/or overtime; must successfully complete a County background investigation and physical, prior to employment.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, skills examination, and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on ~~February 13, 2018~~ (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Shoshone, and Tecopa). **All Inyo County positions are considered Countywide positions.** Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Chris Cash

SUBJECT: Road Department Authorized Strength Change

RECOMMENDED ACTION:

Request Board change the authorized strength in the Public Works Road Department by:

A) Deleting two (2) full-time Heavy Equipment Operator I/II positions, Range 58-Range 60 (\$3,513 - \$4,475); and
B) Adding two (2) full-time Lead Equipment Operator positions, Range 66 (\$4,231 - \$5,151); and
C) Finding that, consistent with the adopted Authorized Position Review Policy: 1) With the deletion of two (2) full-time Heavy Equipment Operator I/II positions, the availability of funding for two (2) Lead Equipment Operator positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; 2) where internal candidates meet the qualifications of the position, the new full-time Lead Equipment Operator positions will be filled through an internal recruitment to ensure the most qualified applicants apply; and 3) authorize the hiring of two (2) full-time Lead Equipment Operator positions, Range 66 (\$4,231 - \$5,151).

SUMMARY/JUSTIFICATION:

The Public Works Department is requesting approval to delete two existing Equipment Operator I/II positions in the Road Departments authorized strength, and then add two full-time Lead Equipment Operator positions, and hire two full-time Lead Equipment Operator positions.

The Road Department currently has one Lead Equipment Operator position, and that position is assigned to the road Yard that oversees the Lone Pine/Olancha area, District 5.

In recent recruitments, there have been several applicants that have applied for Equipment Operator positions but failed to meet the minimum qualifications. Some of the applicants were Seasonal Workers that had proven themselves as competent workers but lacked the required years of experience to qualify for an Operator position. Public Works brought back the Road Maintenance Worker I/II classification to broaden the recruitment options and provide opportunities for training and advancement within the County structure.

Now with the full staffing in the road yards, we would like to increase the opportunities for leadership roles and training for possible advancement. One of the most effective ways for the Road Department to achieve this is to implement the Lead Equipment Operator position in the Road yards that have enough staffing to warrant the additional oversight. We will be assigning these positions to the Bishop and Big Pine/Independence Road yards, District one and three respectively. This position is intended to be the Lead authority in the Foremen's absence and carry out the Foreman's goals and objectives for their Road District. This will be an internal recruitment from

the existing operators and there will be no additional positions to the Road Department authorized staffing.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to authorize the filling of these positions. This is not recommended as succession planning and training for advancement has become a goal of this Department. This will allow the Road Department to continue to provide leadership training, supporting the Foreman of the Districts, while also providing opportunities for advancement.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor

FINANCING:

Funding for this is budgeted in Road (034600)

ATTACHMENTS:

APPROVALS:

Debbe Ditmar	Created/Initiated - 3/10/2020
Darcy Ellis	Approved - 3/10/2020
Debbe Ditmar	Approved - 3/11/2020
Sue Dishion	Approved - 3/11/2020
Amy Shepherd	Approved - 3/11/2020
Chris Cash	Final Approval - 3/11/2020



County of Inyo



Agricultural Commissioner - ESWMA

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Alexandra Barbella, Nathan Reade

SUBJECT: MOU with the Sierra Nevada Alliance for the provision of seasonal field staff.

RECOMMENDED ACTION:

Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra Nevada Alliance for the provision of two Americorp Members in an amount not to exceed \$6,875 per member for the period of April 1, 2020 through September 30, 2020, and authorize the Agricultural Commissioner to sign.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Weed Management (ESWMA) division of the Agricultural Commissioner's Office seeks to obtain two seasonal field assistants through an MOU with the Sierra Nevada Alliance (SNA) for invasive plant control work during the 2020 season. A signed MOU must be received by SNA prior to April 2, 2020 in order to move forward with placement of the seasonal field assistants.

If authorized and a contract is entered into between the County of Inyo and SNA, these seasonal positions would provide extra help needed to complete field work funded by various grants. The ESWMA program will benefit from a partnership with the SNA since significant cost savings will result in more field work being completed with the same amount of resources expended by ESWMA.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Sierra Nevada AmeriCorp Partnership is administered by the Sierra Nevada Alliance. This program places individuals who are interested in environmental management in early career positions. The program covers half of the wages and benefits. Costs will be further offset by contributions from the Inyo National Forest and the Bureau of Land Management for work on projects on federal lands. The County is responsible for \$6,875 per member for a total of \$13,750.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the action outlined in the Departmental Recommendation. This alternative would limit the scope of noxious weed abatement treatments, allowing for an increase in noxious weed populations in Inyo and Mono Counties, and potentially preclude this program from fulfilling commitments to current grant funding requirements and contracted work for other agencies.

OTHER AGENCY INVOLVEMENT:

The Inyo National Forest and Bureau of Land Management, Bishop Field Office, will be providing contributions toward the cost of SNA contracted seasonal staff for work conducted on federal lands.

FINANCING:

Sufficient funds are available for these positions from April 1, 2020 through June 30, 2020 in the ESWMA fiscal year 2019-2020 budget (unit 621300, object code 5012, Part Time Employees) previously approved by the Board. Since these positions are paid in-full by April 6, 2020, there is no need to consider the fiscal year 2020-2021. The ESWMA is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

1. Inyo-SNA Memorandum of Understanding

APPROVALS:

Alexandra Barbella	Created/Initiated - 2/26/2020
Darcy Ellis	Approved - 2/26/2020
Alexandra Barbella	Approved - 2/27/2020
Nathan Reade	Approved - 2/27/2020
Aaron Holmberg	Approved - 2/27/2020
Grace Chuchla	Approved - 2/27/2020
Sue Dishion	Approved - 2/27/2020
Amy Shepherd	Approved - 2/27/2020
Marshall Rudolph	Final Approval - 2/27/2020

Memorandum of Understanding Between Sierra Nevada Alliance and Inyo and Mono Counties Agricultural Commissioner's Office

For implementation of the Sierra Nevada AmeriCorps Partnership (SNAP)

**Effective Dates: April 1, 2020 – September 30, 2020
Members Service Term: April 6, 2020 – September 19, 2020**

The purpose of this agreement is to establish the basic parameters of AmeriCorps participation at the host site. Failure to perform the duties outlined herein in a timely manner is grounds for dismissal of the Host organization from further participation in the Sierra Nevada AmeriCorps Partnership.

Number of AmeriCorps Members to be placed at this Host Site: 2

Responsibilities of the Sierra Nevada Alliance

- Lead on recruiting, initial interviewing and screening of AmeriCorps applicants
- Basic orientation and training, refresher trainings and graduation training to Members regarding AmeriCorps and SNAP
- One-day orientation and training to Site Supervisors regarding AmeriCorps and the SNAP Program
- Ongoing site and Member support (at least one site visit per year, and regular email and phone contact)
- Assistance organizing regular sub-regional meetings and conference calls to support AmeriCorps Members in professional development, regional collaboration and the planning and implementing of service activities
- Support to Host Sites regarding Member monitoring
- Media outreach about Members and their work at least once during the year
- Member payroll and accounting systems
- Required progress reports for the AmeriCorps program
- Administration of grant funds and cash match for Members' living allowance, insurance, training, travel to trainings and other Member support costs.
- Ensure all Members are enrolled in Summit America health insurance policy.
- Sierra Nevada Alliance provide Workers Compensation coverage for all SNAP Members. All on-the-job injuries will be covered by the Alliance policy.
- Sierra Nevada Alliance provides General Liability Insurance Coverage of \$1,000,000 and Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence. *These coverages are primary to any insurance provided by the Host Site and Site Supervisor.*

Responsibilities of the Host Site and Site Supervisor

(Please **initial** each box on the following checklist before signing and returning this MOU.)
Signing this document signifies agreement to the following:

Financial Requirements

- ___ Pay \$13,750 (Agency Rate: \$6,875 x 2 Members) non-federal cash match to the Sierra Nevada Alliance no later than April 1st, 2020, to be applied to the Member's living stipend and health insurance and other SNAP program costs. *
** Note failure to make payment on time is grounds for dismissal from the program.*
- ___ Pay a fee directly to the issuing agency per Site Supervisor (as well as any other employee whose time will be charged as in-kind contributions to the Sierra Nevada AmeriCorps Partnership Grant) for Fieldprint's FBI and California Department of Justice Background Check processing. The Sierra Nevada Alliance will not be paying this fee for the background check directly.
** Note: Please be aware that the LiveScan site that Site Supervisors utilize to take their fingerprints will charge fees. Contact your local LiveScan site for the fee amount.*
- ___ Reimburse all Host Site required Member travel. This includes travel to and from the office to project sites, travel to required non-SNAP trainings, etc.
- ___ The SNAP Program will reimburse Members for all SNAP required travel for SNAP trainings and events based on traveling in carpooling groups. If the Host Site schedules the Member so that they are not available to carpool with other SNAP Members to SNAP trainings and events, the Host Site will be responsible for reimbursing the Member's travel to and from the SNAP event.

Program Requirements

- ___ Utilize AmeriCorps Member/s only to provide services that support the SNAP mission. All Member service hours must be attributable to the following categories:
 - Watershed Restoration and Assessment
 - Watershed Education and Outreach
 - Volunteer Recruitment and Support
 - Member Training and Development
 - Resource Attainment
- ___ Treat AmeriCorps Member/s as part of your staff team. AmeriCorps Member/s should attend staff meetings, be formally introduced to all staff, and be invited to participate in in-house training, if appropriate.
- ___ Submit a formal Member Host Site Orientation Plan to SNAP Staff by April 1st, 2020. SNAP Members must be oriented on Host Site rules, policies & procedures, and have a safety briefing.

- ___ The Host Site may hire the SNAP Member as a non-SNAP employee at their organization **ONLY** upon the completion of a full term of service (4 months of service and a minimum of 900 service hours for half-term) by the Member.
- ___ Define, explain and recognize the service of your AmeriCorps Member/s and of your collaboration with the SNAP Program within your organization and community as a way to promote understanding of the AmeriCorps involvement in your community.
- ___ Ensure that Members abide by the SNAP Program policy that Members wear AmeriCorps service gear and identifiers during all service hours. SNAP Members must wear a SNAP or AmeriCorps shirt (provided by SNAP) while conducting service outside of the host site office (when dress code permits – i.e. not if at a conference or event with business casual or formal attire requirements, not when SNAP shirt would be a safety risk, etc.). AmeriCorps button is acceptable while in the Host Site Office.
- ___ Hold the member accountable to SNAP professional standards. This includes acting professionally at all times while serving; including demonstrating a constructive attitude about trainings, service projects and AmeriCorps ethics. Members who do not act professionally or behave in an inappropriate manner while serving may be dismissed from the program by SNAP Staff despite being in good standing with their Host Site.
- ___ Ensure that on each day in which a Member works up to six hours, a lunch break of at least 30 minutes is taken and if Member works up to twelve hours, they must have breaks totaling 1 hour.
- ___ Provide a positive and constructive work atmosphere for AmeriCorps Members to serve in.

Insurance Requirements

- ___ Maintain insurance *to serve as excess to coverage provided by Sierra Nevada Alliance pursuant to this MOU* of the following type and with the following minimum limits: Comprehensive General Liability Bodily Injury & Property Damage (including advertisers liability) of \$1,000,000; and Comprehensive Automobile Liability Bodily Injury & Property Damage of \$1,000,000
- ___ Furnish evidence of such insurance to the Alliance by April 1, 2020. The evidence must be in the form of a Certificate of Insurance which shall name the following entity as additional insured: Sierra Nevada Alliance. The certificate shall contain a clause indicating that a 30-day notice of cancellation or material change will be provided. The Host Site will keep such insurance in effect throughout the Term of the MOU.

Administrative Requirements

- ___ Ensure timely completion, review and submission of all Member reports to the SNAP main office (Sierra Nevada Alliance), including but not limited to:
 - Members' monthly time sheets

- Member monthly reporting trackers
- Written Member evaluations three times yearly

- ___ Sites that fail to submit required reporting correctly by the due date published on the 2019-20 Reporting Checklist (distributed at the Pre-Service Orientation) will be invoiced for the additional staff time required to track down and or correct documentation. The SNAP Program will charge the Host Site \$100.00 after the first two weeks documentation is missing and an additional \$100.00 for each week thereafter. Failure to pay this invoice will result in the site being dropped from the program and the Member being assigned a new service position.
- ___ Notify the SNAP main office immediately if any AmeriCorps Member has more than one unexcused absence or tardiness, or if you become concerned about your Member's professional behavior.
- ___ Discuss the SNAP Member Contract with Member/s at your site and establish and uphold accountability standards set through this process. The SNAP Member Contract is signed by the Members and the SNAP Program Director prior to the start of service.
- ___ Provide office space, computer use, and office equipment equal to the tasks in the Members' Service Plan. Email, web, and phone are required so Members can communicate with SNAP Staff and community contacts. Regular internet access is required.
- ___ Provide a safe office environment that protects the member's health, including providing an ergonomically correct work space.
- ___ Provide safe field environment and personal protective equipment for the members. This includes providing water, gloves, eye coverage and other equipment based on the field work at the site. **If Members will be working with hazardous or dangerous materials or in hazardous sites, members must be provided proper training.**
- ___ Provide your member with adequate training in identifying, avoiding, and working around Poison Oak if there is Poison Oak at your field sites and in your community.
- ___ Participate in site visits and evaluation activities, including visits by the SNAP Staff and possible site visits from CaliforniaVolunteers and other AmeriCorps officials.
- ___ Complete and submit a SNAP match form on a monthly basis. The match form documents in-kind expenses incurred through Member service and projects. Copies of the supporting documents for the match form must be provided with the match form. Originals must be kept at a secure location at your organization and must be made readily available for SNAP Staff or CaliforniaVolunteers upon request for three years.
- ___ Release AmeriCorps Member/s to attend regional orientations/trainings/meetings/work days and sub regional meetings and conference calls. A calendar of trainings and

meetings will be distributed to Host Sites at the first SNAP Training and Orientation. SNAP events will not exceed more than 10 full days of in-person mandatory training days, 6 workdays, and 12 hours of conference calls for the duration of Member service in 2020. Members should not be assigned any work from their Host Site while serving at SNAP events and/or trainings.

- ___ Release AmeriCorps Members to participate in California Volunteers, AmeriCorps, and SNAP required service days including Cesar Chavez Day of Service and AmeriCorps Week.
- ___ Make every effort to replace a Member who exits the program before May 1, 2020. If the program is unable to find a candidate to replace the member the pro-rated cash match would be returned to the Host Site. AmeriCorps Member/s can be replaced only if they have served less than 30% of 900 hours, no matter the start date of their service. Replacement Members must be able to complete the 900 hours by September 19, 2020. **Cash match for Members exiting after the May 1, 2020 deadline will not be reimbursed to the Host Site, but the Member may be able to be replaced.**

Supervisory Responsibilities

- ___ Designate a Site Supervisor to guide and mentor the SNAP Member while they are in service at your organization / agency.
- ___ Designated Site Supervisor(s) must attend the SNAP “Site Supervisor Orientation,” training on April 6, 2020, and participate in conference calls as scheduled (not to exceed monthly calls).
- ___ Appoint a new Site Supervisor if the designated and SNAP trained Site Supervisor leaves the Host Site or for any reason can no longer fulfill their duties as Site Supervisor. In the event that a Site Supervisor leaves, the SNAP Program reserves the right to reevaluate the Host Site and deem whether or not Member/s will continue to serve with the organization/agency. New Site Supervisors appointed after April’s Training and Orientation must travel to the Sierra Nevada Alliance office in Tahoe City, CA for orientation. SNAP Staff may choose to charge the Host Site for staff time conducting additional orientations for new Site Supervisors.
- ___ Ensure Members are in compliance with the Sierra Nevada AmeriCorps Partnership Personnel policies and the AmeriCorps Policies provided by the Sierra Nevada Alliance.
- ___ Participate in the SNAP Member recruitment process by receiving applications, conducting second round interviews, and selecting potential SNAP.
- ___ Finalize a service plan for the SNAP Member before April 1, 2020 with SNAP Staff.
- ___ Ensure the Member meets their program objectives and serves 900 hours of service before September 19, 2020.

- ___ Host Sites must receive approval from the SNAP Program Director prior to making any changes in Members' Service Plans, activities or support prior to making the change.
- ___ Create service hours schedule (similar to office hours) assuring that the schedule allows the Member to meet program objectives and serve their 900 hours before September 19, 2020.
- ___ Ensure Members serve an average of 40 hours per week throughout the course of their Service Term. While Members will have busy periods where they serve more than 40 hours a week with evening and weekend hours, this should **not** be the norm for their entire service period.
- ___ Ensure Members do not engage in clerical work and research unless such activities are essential for the Member's direct service.
- ___ Ensure that the Member does not participate in grant writing or fundraising unless the following conditions are met:
 1. Member does not fundraise or write grants toward the Host Site's cash match;
 2. Member does not write grants for federal grants;
 3. Fundraising and grant writing activities are written into the service plans prior to Member service and acknowledged by the Member as part of their upcoming service;
 4. Fundraising and grant writing must raise resources for Member direct service activities as opposed to the organization's general funds; and
 5. Member fundraising activities and grant writing cannot exceed 10% (90 hours) of their service hours.

The Site Supervisor will:

- ___ Schedule a regular meeting with the AmeriCorps Member (at least 30 minutes twice a month) to provide guidance, assistance, information, mentorship, resources and feedback.
- ___ Review and support the SNAP Member Contract outlining SNAP Program policies and procedures.
- ___ Introduce the Member to organization/agency procedures. Mentor and monitor relationships between the Member and staff with whom they serve.
- ___ Give Members appropriate guidance in specific skills needed for their service plan
- ___ Complete a written and signed evaluation of SNAP Member performance and meet to review each evaluation with the Member 3 times yearly in April, June and September.
- ___ Verify SNAP Member's schedule and sign their timesheet once per month.

- ___ Schedule and conduct phone calls or emails with the SNAP Staff as requested.

- ___ Abide by the SNAP Personnel Policies process for warnings, suspension and release. For violating the rules set forth in this Personnel Policy, the Site Supervisor will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):
 1. For the member's first offense, the site supervisor will issue a verbal warning to the member and email a description of the incident to SNAP Program Director or Program Associate.
 2. For the member's second offense, the Site Supervisor will call and email the SNAP Staff immediately. The Site Supervisor with SNAP Staff will together document the violations of the Personnel Policies, issue a written warning and reprimand the member. The Supervisor will include the SNAP staff in a meeting in-person or on the phone when presenting the written warning to the member. A copy of the written warning signed by the Site Supervisor and the Member will be given to the SNAP Staff for the Member's file.
 3. For the member's third offense, the Site Supervisor will work with SNAP Staff to document the violations, issue a written warning and suspend the member. The Supervisor will include the SNAP staff in a meeting in person or on the phone when presenting the notification of suspension to the member. A copy of the written warning signed by the Site Supervisor and the Member will be given to the SNAP Staff for the Member's file. The member may be suspended for one day or more without compensation and will not receive credit for any service hours missed.
 4. For the fourth offense, the Site Supervisor will call SNAP staff immediately. The SNAP Program may release the member for cause.

Prohibited Activities

- ___ AmeriCorps Member/s will not be used in a way that will displace an employee or position or infringe on an employee's promotional opportunities.

- ___ AmeriCorps Member/s will not accrue hours while working from home at any time.

- ___ AmeriCorps Members may not perform services or duties that have been performed by or were assigned to any:
 - a. Presently employed worker
 - b. Employee who recently resigned or was discharged
 - c. Employee who is subject to a reduction in force or who has recall right pursuant to a collective bargaining agreement or applicable personnel procedures
 - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick)

e. Employee who is on strike or is being locked out.

- ___ If AmeriCorps Members are performing service on boats of any kind, proper insurance must be in place and SNAP staff must be notified.
- ___ Any person employed by the Host Site within the preceding six months may not be placed as an AmeriCorps Member in that Host Site.
- ___ Members may not be temporarily or permanently reassigned tasks that are not related to the AmeriCorps project.
- ___ AmeriCorps Members are prohibited from engaging in lobbying activities or partisan political activities in the course of their duties, at the request of Host Site staff, or in a manner that would associate their activities with the Host Site or with AmeriCorps in any way. AmeriCorps Members may engage in these activities on their own time, at their own expense, and at their own initiative. Sites found to be in violation of this policy will be excused from the program immediately. If there is any question about whether an activity is permissible, please consult with the SNAP Program Director.
- ___ AmeriCorps Members cannot participate in any AmeriCorps Prohibited Activities while accruing service hours, in service of the Host Site or while identifying as an AmeriCorps Member. Some examples of prohibited activities include, but are not limited to, the following:
 - a. Efforts to influence legislation, including lobbying for AmeriCorps
 - b. Organizing or engaging in protest petitions, boycotts, or strikes
 - c. Assisting or deterring union organizing
 - d. Impairing existing contracts or collective bargaining agreements
 - e. Participating in, or endorsing, events or activities that are likely to include: advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials (including school levies)
 - f. Engaging in religious instruction
 - g. Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, an organization engaged in religious activities, or a non-profit entity without 501(c)(3) status
 - h. Organizing voter registration drives
 - i. Performing fundraising functions to help the Host Site raise cash match funds, or to fund general operating expenses, or providing fundraising assistance to other community-based organizations.

Violation of any of the above terms will result in cancellation of this MOU by the Sierra Nevada Alliance. The Host Site will receive written cancellation notification from the Sierra Nevada Alliance. Host sites will not be reimbursed the Partner Cash Match if the Member on site is removed from the site due to a violation of the above terms.

I have read the MOU and agree to follow the established guidelines and perform the established tasks.

Inyo and Mono Counties Agricultural Commissioner's Office

- NAME:
- Agency Program Director or Non-
Profit Executive Director

DATE

- NAME:
- Designated Site Supervisor

DATE

Jenny Hatch
Executive Director
Sierra Nevada Alliance

DATE

This signed agreement must be completed and returned by April 1, 2020, before a Member may be placed at the site. Thank you.



County of Inyo



Agricultural Commissioner - OVMAP

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Alexandra Barbella, Nathan Reade

SUBJECT: Sole-Source Declaration for Mosquito Abatement Materials

RECOMMENDED ACTION:

Request Board: A) declare ADAPCO the sole source provider of VectoBac GR; and B) approve the purchase of eighty (80) forty-pound bags of VectoBac GR from ADAPCO by the Owens Valley Mosquito Abatement Program in an amount not to exceed \$10,378.48.

SUMMARY/JUSTIFICATION:

Valent BioSciences of Libertyville, IL is the sole manufacturer and registrant of the VectoBac product brand including VectoBac GR mosquito larvicide. Valent BioSciences has designated ADAPCO of Sanford, FL as the sole authorized distributor of the VectoBac product brand including VectoBac GR in the State of California. The active ingredient of this product is *Bacillus thuringiensis* subspecies *israelensis*, a biological mosquito larvicide which allows the OVMAP to provide safe and effective control of mosquitoes in their district. Purchases of this product are made each year prior to the mosquito season to ensure sufficient quantity is available for use.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The material that has proven most effective for certain mosquito abatement activities in our area, Vectobac GR, is manufactured by one company, Valent BioSciences. OVMAP has requested and been approved by your Board to use Valent BioSciences as a sole source vendor for this product for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve this request. Doing so could limit the scope of mosquito abatement treatments with the potential of putting public health at risk and preventing the OVMAP from fulfilling contracts with State and local/other agencies.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of this purchase is \$10,378.48 (\$9632.00 + \$746.48 tax). Sufficient funds for this purchase exist in the OVMAP budget unit 154101, expense object code 5311 (General Operating Expense). The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

APPROVALS:

Alexandra Barbella
Darcy Ellis
Alexandra Barbella
Amy Shepherd
Nathan Reade

Created/Initiated - 2/27/2020
Approved - 2/28/2020
Approved - 3/5/2020
Approved - 3/5/2020
Final Approval - 3/6/2020



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Clint Quilter

SUBJECT: Amendment to MOU with City of Bishop

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the Memorandum of Agreement between the County of Inyo and the City of Bishop for Building Permitting and Inspection adding City Engineer services for the purpose of approving Parcel and Final Maps only and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In December 2016, your Board entered into a Memorandum of Agreement (MOA) with the City of Bishop to provide Building Permitting and Inspection. This arrangement has been working well. On occasion, Parcel Maps or Final Subdivision Maps are processed through the City of Bishop. As the City of Bishop does not employ a Licensed Land Surveyor to be able to perform technical review on these maps, your Board approved Amendment No. 1 to MOA on March 20, 2018 to perform this work at no cost as it occurs infrequently and is not a significant burden to the County. The County does have a Licensed Surveyor on staff that is technically qualified to perform this review.

Currently, in addition to not having a surveyor technically qualified to review the maps, the City of Bishop does not have staff technically qualified to sign the Parcel or Final Maps as City Engineer as required by the Subdivision Map Act. Since the County employee licensed as a surveyor that will be reviewing these maps is also a licensed engineer, it makes sense to review it as the City Engineer as well. This will add little or no work to the review process. Consequently, staff is not recommending any additional fee for the performance of this work.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Amendment #2. This is not recommended as this is most efficient way to provide map processing services to City of Bishop and Inyo County residents at this time.

OTHER AGENCY INVOLVEMENT:

City of Bishop

FINANCING:

Minimal staff time will be absorbed by the County Administrator's office.

ATTACHMENTS:

1. Agreement with City of Bishop - Building Inspection
2. City of Bishop MOA Amendment 1
3. City of Bishop MOA Amendment 2

APPROVALS:

Clint Quilter	Created/Initiated - 3/5/2020
Darcy Ellis	Approved - 3/5/2020
Clint Quilter	Approved - 3/5/2020
Marshall Rudolph	Final Approval - 3/5/2020

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 20th day of December 2016 an order was duly made and entered as follows:

*PW – MOU
WITH CITY
FOR
BUILDING
PERMITTING
& INSPECTION*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Memorandum of Understanding between the County of Inyo and City of Bishop concerning building permitting and inspection, and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: Public Works DATE: January 6, 2017

WITNESS my hand and the seal of said Board this 20th

Day of December, 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Consider Approval of Memorandum of Understanding (MOU) Between the County of Inyo and City of Bishop Concerning Building Permitting and Inspection.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve the MOU between the County of Inyo and City of Bishop Concerning Building Permitting and Inspection and authorize the Chairperson to sign

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Historically, the City of Bishop and Inyo County have each provided building permit plancheck and inspection services. However, the demand for service vs. the human resources necessary to provide those services has not matched up well. In the case of the City, they require approximately 0.5 FTE to provide building permit plancheck and inspection services. In order to operate efficiently, their building inspector was also their planning director. In the case of the County, we need about 1.5 FTE to provide building permit plancheck and inspection services. With two building inspectors, there was a lot of down time. With one inspector, it was nearly impossible to keep up.

Earlier this year, the County lost it's building inspector and the City building inspector announced his retirement. In the intervening months, the City and County have been negotiating an MOU to more efficiently provide building permit plancheck and inspection services.

The crux of the agreement is that the County will employ one Associate Building Official and one Building Inspector. The City will contract with the County to utilize these employees to perform City building permit plancheck and inspection services in addition to County building permit plancheck and inspection services. In exchange for these services, the City will pay to the County \$60,000 per year.

Also, as part of the agreement, the County and City building permit plancheck and inspection services will be housed in the City of Bishop City Hall. This allows both entities to maintain a sense of identity. The County will be supplying building permit plancheck and inspection service employees and the City will have building permit plancheck and inspection services housed in their facility. Additionally, it allows for the County's Building and Safety Department to move to a more modern, efficient location.

As noted below, the first years payment will be made on a pro-rata basis.

ALTERNATIVES:

1. Choose not to enter an agreement with the City of Bishop. This not recommended as staff believes this is an excellent opportunity for inter-governmental cooperation to achieve both financial and operational benefits for our entire community.
2. Provide direction to staff to make changes to the agreement.

OTHER AGENCY INVOLVEMENT:

CAO
County Counsel
Risk Management
City of Bishop

FINANCING:

County will receive \$60,000 per year of revenue from the City of Bishop with the exception of Fiscal Year 2016/2017.

For Fiscal Year 2016/2017 the County will receive \$40,000 of revenue from the City of Bishop. This is explained below.

Prior to 2016, the City and County provided back up building inspection for one another during vacations, sick leaves, and training. This backup was minimal and fairly equal in the amount of time spent. This wasn't necessarily the case in from 2016 on. We have calculated as follows:



Prior to Schley Retirement:

County(Michener) Covered For City	6 Days
City(Schley) Covered for County	39 Days
Difference	33 Days or 6.6 weeks

The City inspector retired on September 16, 2016 and the County commenced covering those duties for the City. November 1, 2016 is 6.6 weeks from September 16, 2016 leaving 8 months remaining in the Fiscal Year. We are recommending that the County be compensated a pro-rated \$60,000 per year from this date. This equates to \$40,000 for Fiscal Year 2016/2017

Agenda Request Form
Board meeting of December 20, 2016
Subject: MOU with City of Bishop for Building Permitting and Inspections

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) 	Approved: <u>yes</u>	Date <u>12/14/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) 	Approved: <u>yes</u>	Date <u>12/15/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12/15/16
(Not to be signed until all approvals are received)

Memorandum of Understanding (MOU)
Between the City of Bishop and the County of Inyo Concerning
Building Permitting and Inspection

WHEREAS, the County of Inyo (“County”) and the City of Bishop (“City”) each has the responsibility for building permitting and inspection within respective jurisdictions; and

WHEREAS, the County and the City can achieve lower costs and improved service by jointly staffing building permitting and inspection services; and

WHEREAS, the County, on average, has a greater building permitting and inspection workload than the City; and

WHEREAS, the City has office space that can accommodate anticipated joint building permitting and inspection staffing levels; and

WHEREAS, the City currently has no employees of its own providing such services; and

WHEREAS, the parties desire for designated County employees in the Public Works Department to act jointly as the Building Official and Building Department staff for both the City and the County, providing building services for both agencies out of office space provided by the City, on terms and conditions described more fully below.

Now, therefore, the County of Inyo and the City of Bishop agree as follows:

1. Building permitting and inspection services (“Services”) are those services intended to ensure compliance with the California Building Standards Law, subject to any lawful amendments made by the City. Services will primarily include building official, building inspection, and plan check services.
2. In addition to and separate from Services, the County and City will share office support activities related to the Services. These support activities include intake and tracking of building permit applications, scheduling building inspections, answering routine and non-technical questions for both agencies. It is anticipated the office support activities workload of each agency will be about equal.
3. The County will provide Services on behalf of the City within the City through county building official and building inspector employees (said employees are hereinafter referred to as the “County Employees”) and occasionally through County contractors. The combined time spent by County Employees and County contractors providing the Services is expected to amount to the equivalent of about 1/2 of one full time employee. The County will also provide Services on its own behalf regarding building matters outside of the City limits (the unincorporated area of the County), while operating out of office space to be provided by the City as discussed below. The parties will work together regarding appropriate signage, business cards, letterhead, or other notifications

so that the public understands the nature of and location of the County's provision of such Services on behalf of both agencies.

4. Such Services shall include coordination with City Departments regarding development conditions associated with said building permits.
5. The City will provide approximately 400 square feet of office space including parking, heating, ventilating, cooling, electricity, water, sewer, lighting, and trash and recycling at Bishop City Hall and excluding electronic communications for County Employees providing the Services and related office support activities pursuant to this Agreement. City offices are open to the public 5 days a week from 8 am to 4:30 pm, excluding holidays. Services on behalf of both agencies will be provided during the 5 work days of a week and at other times during emergencies.
6. The City shall take all necessary actions to authorize County Employees to lawfully provide the Services pursuant to this MOU. Among other things, the City shall duly appoint as its Building Official the County Employee who serves as the County's Building Official (currently Clint Quilter, who is also the County Public Works Director and Director of Building and Safety).
7. The County will provide furnishings and equipment for County Employees who are providing Services at Bishop City Hall. The County will also provide its own vehicles for providing Services in the field (e.g., inspections).
8. The parties to this MOU will cooperate on providing electronic communication capability (including cell phone and internet access) for County Employees providing Services for City at Bishop City Hall.
9. The County will pay the cost to provide electronic communication capability for County employees who are providing Services for itself regarding County matters at Bishop City Hall.
10. The City will provide and pay the cost to provide electronic communication capability for County Employees who are providing Services for City at Bishop City Hall.
11. The parties to this MOU will cooperate and share the cost at 75% County and 25% City for alterations needed, as jointly determined, to house County employees at Bishop City Hall; provided, however, that this provision shall in no event require County to pay more than five thousand dollars (\$5,000) toward such alterations.
12. The City will pay the County \$60,000 per fiscal year (and a pro-rata portion of that amount of \$40,000 for the initial fiscal year of 2016-17) related to the provision of Services billed and paid on a quarterly basis, unless or until said amount is changed by mutual agreement of the parties.
13. County and City employees shall record all time spent on Services and related office support activities performed pursuant to this MOU. This record shall be reviewed biennially by the parties to this MOU. This review will provide the basis to negotiate revisions to the contract as necessary to ensure that MOU cost is

equitable. The parties shall endeavor to raise and discuss any proposed changes in the amount of annual compensation sufficiently in advance of the parties' respective budget processes, for implementation (if at all) during the next fiscal year.

14. The parties to this MOU will cooperate and consult with one another on the planning and administration of Services and related office support activities including recruitment, development, and assignment of employees of either agency involved in such Services or activities.
15. A. Insurance. City shall procure and maintain, during the entire term of this MOU or, if work or services do not begin as of the effective date of this MOU, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services for City hereunder and the results of that work by County, its agents, representatives or employees, or sub-contractors. With regard to coverage of the County Employees while in transit, and consistent with Section 17 of this MOU pertaining to City responsibility for actions of County Employees while performing services on behalf of City pursuant to this MOU, the City will insure County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, volunteers and agents shall be additional insureds under such policies. For any claims arising out of any County Employee's performance of Services for City under this MOU, City's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of City's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the County Employees for City under this MOU, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability Coverage. The City shall maintain auto liability coverage in the amount of \$1,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Employees of the County will be considered employees of the County while performing services for the City under the scope of the MOU.

The City will be responsible for reimbursing the County for workers' compensation costs incurred on behalf of the employee related to the services for the City, as defined in the scope of services in the MOU.

If the City maintains broader coverage and/or higher limits than the minimums shown herein, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the City. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed by the County Employees for City under this MOU. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to County commencing any Services for City under this MOU, City shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

B. Consistent with the County's responsibility under Section 17 of this MOU for actions of County Employees while performing services on behalf of the County, County shall provide the following insurance:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services performed by the County for County, including operations, products and completed operations, property damage, auto liability, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the operation of County for County under this MOU. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County shall provide to City: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to City, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

16. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and City. County is an independent contractor. It is understood that City will not withhold any amounts for payment of taxes from County's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be County's sole responsibility. County shall indemnify and hold City harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from County's compensation.

17. It is the intent of this MOU that City and County be responsible for their own actions, and that the official actions of the County Employees be the responsibility of the agency during those times the County Employee is acting on behalf of that agency (i.e., it is City's responsibility during the times that County Employees are performing services in and for City pursuant to this MOU, and County's responsibility at all other times). With regard to responsibility for the County Employees while in transit, the City will have responsibility for County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. Except that the County shall maintain Auto Physical Damage Coverage at all times for the County vehicles utilized under the scope of this agreement.

Each party to this MOU shall defend, indemnify, and hold harmless each other, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this MOU by their respective agents, officers, or employees. For purposes of this section, the County Employees furnished by County to City are agents of City, not of County, during such times as said Employees are performing work, including travel and other incidental activities, in and for City. Such obligation to defend, indemnify, and hold the each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this MOU to procure and maintain a policy of insurance and shall survive any termination or expiration of this MOU.

18. This MOU shall take effect when it is signed by authorized representatives of the City and the County. It shall remain in effect until terminated by the City or the

County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 90 days' written notice of its intent to terminate the MOU. If the MOU is terminated, the provisions noted above in this document regarding the housing of County Employees at City Hall would also terminate simultaneously.

19. This MOU shall be administered on behalf of the City and the County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed. If these persons are succeeded in their positions, the succeeding persons shall take on the administration of this MOU.

City of Bishop:

David Grah
Director of Public Works
377 West Line Street
Bishop, California 93514
760-873-8458
dgrah@cityofbishop.com

Inyo County:

Clint Quilter
Director of Public Works
Post Office Box Q
Independence, California 93526
760-878-0201
cqulter@inyocounty.us

20. This document constitutes a complete understanding between the County and the City and any modification will not be in force and effect until such modification is reduced to writing and signed by all parties.

EXECUTION:

By the signatures of their authorized representatives appearing below, the City of Bishop and the County of Inyo agree to perform and abide by the terms of this MOU.

County of Inyo

By: 

Dated: 1/10/17

City of Bishop

By: 

Dated: 12/14/16

Approved as to form:

County Counsel

By: 

City Attorney

By: 

Approved for risk management:

By: 

By:  12/14/16

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of March 2018 an order was duly made and entered as follows:

*PW – City of
Bishop MOU
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve Amendment No. 1 to the Memorandum of Agreement with the City of Bishop for Building Permitting and Inspection, to Provide Technical Review of Final Parcel Maps and Final Subdivision Maps; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 20th
Day of March, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: March 28, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 20, 2018

SUBJECT: Amendment No. 1 to the Memorandum of Agreement with the City of Bishop for Building Permitting and Inspection.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board accept Amendment No. 1 to the Memorandum of Agreement with the City of Bishop for Building Permitting and Inspection to:

1. Provide Technical Review of Final Parcel Maps and Final Subdivision Maps;
2. Authorize the chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In December 2016, your Board entered into a Memorandum of Agreement with the City of Bishop to provide Building Permitting and Inspection. This arrangement has been working well. On occasion, Parcel Maps or Final Subdivision Maps are processed through the City of Bishop. Currently, the City of Bishop does not employ a Licensed Land Surveyor that has the ability to perform technical review on these maps. The County does have a Licensed Surveyor on staff that is technically qualified to perform this review.

These reviews are not a common occurrence in the City of Bishop; therefore, reviews infrequently occur. Additionally, in the scope of the Public Works Department Operations, they would not be a significant burden. Staff is recommending that this service be included in the Building Permitting and Inspection Memorandum of Agreement at no additional cost.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended because the level of effort is minimal and cooperative efforts between the Inyo County and the City of Bishop provide benefit to the entire community.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) City of Bishop.

FINANCING:

Minimal Additional Cost to the Public Works Budget for Staff Time.

APPROVALS

COUNTY COUNSEL:

[Handwritten Signature]

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

Approved: YES

Date 3/12/18

AUDITOR/CONTROLLER

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

Approved: N/A Date

PERSONNEL DIRECTOR

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

Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature]

Date: 3/15/19

AMENDMENT NO. 1
To
Memorandum of Agreement Between the City of Bishop and Inyo County
For
Building Permitting and Inspection

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the City of Bishop(hereinafter referred to as "City"), have entered into a Memorandum of Agreement for the provision of building permitting and inspection services dated December 14, 2016.

WHEREAS, County and City do desire and consent to amend such Memorandum of Agreement as set forth below:

WHEREAS, such Memorandum of Agreement provides that it may be modified upon written consent of both parties.

County and City as follows:

1. Add Section 3a.

"Inyo County shall provide on-call technical review of Final Parcel and Final Subdivision Maps pursuant to under Government Code Title 7, Division 2 (Subdivision Map Act(SMA)) Section 66450(b). The provision shall only be effective if County has a appropriately licensed employee available to provide the service."

The effective date of this amendment to the Memorandum of Agreement is 3/20/2018.

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

AMENDMENT NO. 1
To
Memorandum of Agreement Between the City of Bishop and Inyo County
For
Building Permitting and Inspection

3 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF March, 2018.

COUNTY OF INYO

By: 

Dated: 5-1-18

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

CITY OF BISHOP

By: 

Dated: 3/26/18


City Attorney

AMENDMENT NO. 2
To
Memorandum of Agreement Between the City of Bishop and Inyo County
For
Building Permitting and Inspection

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and the City of Bishop(hereinafter referred to as “City”), have entered into a Memorandum of Agreement for the provision of building permitting and inspection services dated December 14, 2016.

WHEREAS, County and City approved Amendment #1 to the Memorandum of Agreement on March 20, 2018:

WHEREAS, County and City do desire and consent to amend such Memorandum of Agreement as set forth below:

WHEREAS, such Memorandum of Agreement provides that it may be modified upon written consent of both parties.

County and City as follows:

1. Add Section 3b.

“Inyo County shall provide on-call City Engineer services for the review and certification of Final and Parcel Maps pursuant to Government Code Title 7, Division 2 (Subdivision Map Act(SMA)) Sections 66442 and 66450 and pursuant to Business and Professions Code, Division 3, Chapter 15(Professional Land Surveyors Act), Article 5, Section 8762.5. This provision shall only be effective if County has an appropriately licensed employee available to provide the service and only until such time as City has designated a permanent City Engineer.”

The effective date of this amendment to the Memorandum of Agreement is _____.

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

AMENDMENT NO. 2
To
Memorandum of Agreement Between the City of Bishop and Inyo County
For
Building Permitting and Inspection

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CITY OF BISHOP

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

City Attorney



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Kelley Williams

SUBJECT: Declare the California Specialized Training Institute (CSTI) a Sole Source Provider of Training Services and Approve a Purchase Order in an amount not to exceed \$30,000 for CSTI Training Services

RECOMMENDED ACTION:

Request Board: A) declare the California Governor's Office of Emergency Services (CalOES) - California Specialized Training Institute (CSTI), a sole-source provider of Specialized Emergency and Preparedness Training Services; and, B) authorize a purchase order payable to CalOES - CSTI in an amount not to exceed \$30,000 for Training Services.

SUMMARY/JUSTIFICATION:

On November 12, 2019, your Board passed Resolution No. 2019-52 to approve the submittal of the Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Program application. One of the projects identified within the grant application was to bring Emergency Operations Center (EOC) Section Specific training to the Inyo County Operational Area.

The County realizes the importance of having a strong, unified and coordinated operational structure and process that appropriately integrates all critical stakeholders. Training provides staff with the knowledge and understanding of identified roles and responsibilities when they respond to or are part of a disaster scene, or are stationed in an EOC.

Emergency response course trainings that are provided to local governments, and are paid for with State or Federal grant funds, must meet CalOES and FEMA approved curriculum standards and requirements.

CalOES, through CSTI, is responsible for training state agencies, cities and counties, to minimize the impacts of disasters and other large scale emergencies. CSTI assists the Governor in providing training to counties in their planning and preparation for disasters. CSTI as an institute that is run under the authority of CalOES. For this reason, CSTI is justified as a Sole Source provider of specialized emergency preparedness education and training.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved Governing Body Resolution No. 2019-52, authorizing the submittal of the Federal Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Program application. The Emergency Operations Center Section Specific Trainings were identified as projects in the 2019 EMPG Grant application.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request for training services, but this is not recommended. The County of Inyo, to be SEMS and NIMS compliant, must continue to provide emergency preparedness training to it's staff.

OTHER AGENCY INVOLVEMENT:

California Office of Emergency Services

FINANCING:

Funds to support this purchase order are included in Fiscal Year 2019-2020 Board Approved - Emergency Preparedness (Budget #623819), Professional Services (Object Code #5265)

ATTACHMENTS:

APPROVALS:

Kelley Williams	Created/Initiated - 3/3/2020
Darcy Ellis	Approved - 3/4/2020
Kelley Williams	Approved - 3/6/2020
Marshall Rudolph	Approved - 3/6/2020
Amy Shepherd	Approved - 3/9/2020
Clint Quilter	Final Approval - 3/10/2020



County of Inyo



County Administrator-Emergency Services & Public Works

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Kelley Williams

SUBJECT: California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

RECOMMENDED ACTION:

Request Board: A) authorize the County of Inyo to become a party to the California Water/Wastewater Response Network CalWARN 2007 Omnibus Mutual Assistance Agreement; and B) authorize the Chairperson to sign the agreement.

SUMMARY/JUSTIFICATION:

The mission of the California Water/Wastewater Agency Response Network (CalWARN) is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities.

The CalWARN Agreement expands Signatory utility's ability to achieve agency, regional and state preparedness and enhance readiness. The Agreement provides the County with the ability to request and receive assistance from other parties in the restoration of water service following natural or man-made disasters or emergencies. Assistance provided under the Agreement will generally be in the form of resources, such as equipment, supplies, and personnel.

The CalWARN Program provides its member utilities with: a standard mutual assistance agreement and process for sharing emergency resources among Signatories statewide; the resources to respond and recover more quickly from a disaster; a mutual assistance program consistent with other statewide mutual aid programs and the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS); a forum for developing and maintaining emergency contacts and relationships.

The City of Los Angeles Department of Water and Power signed the Agreement and became members in 2008. The County has encouraged the City of Bishop to take the Agreement to their Council for consideration as well. If your Board does support this request to enter into the CalWARN Agreement, Inyo County OES and Public Works will encourage other Inyo County water/wastewater community service districts to also consider becoming members.

The duration of the Agreement is open-ended. However, any party may withdraw with sixty (60) days written

notice.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

By signing the California Water/Wastewater Agency Response Network - CalWARN Mutual Assistance Agreement, it does not obligate the provision or receipt of aid, but rather provides a tool for use should the incident dictate need.

The California Governor's Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) encourage disaster preparedness activities, which includes having mutual aid agreements in place prior to an emergency. Mutual aid agreements provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support, prior to, during and after an incident.

Not entering into the CalWARN Mutual Aid Agreement could cause unnecessary delays in response and recovery activities. In addition, it could also jeopardize State and/or Federal disaster recovery funding.

OTHER AGENCY INVOLVEMENT:

City of Bishop, Community Service Districts, Mono County, Los Angeles Department of Water and Power, CalWARN active members, Cal OES and FEMA.

FINANCING:

There are no fiscal requirements for entering into the CalWARN Mutual Assistant Agreement. However, if an event or disaster were to occur, and the County of Inyo requested mutual assistance from another CalWARN member, or if the County of Inyo were to respond with assistance to another CalWARN member, the provisions of the agreement would then be invoked.

ATTACHMENTS:

1. CalWARN Articles of Agreement
2. CalWARN Signature Page

APPROVALS:

Kelley Williams	Created/Initiated - 3/2/2020
Darcy Ellis	Approved - 3/5/2020
Kelley Williams	Approved - 3/5/2020
Marshall Rudolph	Approved - 3/5/2020
Amy Shepherd	Approved - 3/9/2020
Michael Errante	Approved - 3/9/2020
Clint Quilter	Final Approval - 3/9/2020

1 **Articles of Agreement**
2 **California Water/Wastewater Agency Response Network**
3 **WARN 2007 Omnibus Mutual Assistance Agreement**
4

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have
6 adopted and signed this agreement to provide mutual assistance in times of emergency in
7 accordance with the California Emergency Services Act and the California Disaster and Civil
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies
9 and personnel made available on an emergency basis.

10
11 All of said water and wastewater utilities being herein referred to collectively as "the parties."
12

13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree
14 to provide mutual assistance to one another in times of emergency as follows:
15

16
17 **ARTICLE I.**
18 **PURPOSE**
19

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
23 Members coordinate response activities and share resources during emergencies. This
24 Agreement sets forth the procedures and standards for the administration of the Intrastate
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public
26 and private, in the State of California.
27

28
29 **ARTICLE II.**
30 **DEFINITIONS**
31

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance
34 under this.
35
- 36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury
38 to person or property, human suffering or financial loss, and includes, but is not limited to,
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or
42 other conditions which is, or is likely to be beyond the control of the services, personnel,
43 equipment, and facilities of a Member and requires mutual assistance.
44
- 45 C. **Member** – Any public or private water or wastewater utility that manifests intent to
46 participate in the Mutual Aid and Assistance Program by executing this, the California
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.
48
- 49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
- 10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
- 13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
- 16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member’s facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
- 23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
- 27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32

33 **ARTICLE III.**
34 **ADMINISTRATION**

35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).

39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.

47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25

26
27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member’s Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member’s decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member’s employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member’s Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member’s
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member’s
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**
40 **ARBITRATION**
41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**

3
4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**

11
12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**

26
27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**

33
34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**

43
44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

1
2 **ARTICLE XVIII.**
3 **SEVERABILITY**
4

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18
19

20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34
35

36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

**California Water/Wastewater Agency Response Network (CalWARN)
2007 Omnibus Mutual Assistance Agreement**

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

County of Inyo
(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

DATE: _____

NAME: _____
(PRINTED)

(SIGNATURE)

TITLE: _____



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Leslie Chapman

SUBJECT: Authorization to issue blanket purchase order for vehicle maintenance.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Jim Charlon Ford of Ridgecrest, CA for vehicle maintenance.

SUMMARY/JUSTIFICATION:

Jim Charlon Ford is a dealership located in Ridgecrest, CA that Motor Pool utilizes to execute the preventative maintenance and repair of mostly Sheriff vehicles. This fiscal year we have expended approximately \$8,300 with them. There is a handful of Sheriff Deputies that live in Ridgecrest and it is more beneficial for them to have their vehicles repaired closer to home. Therefore, authorization is requested to open a blanket purchase order with this vendor in an amount that exceeds \$10,000. This purchase order will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of this blanket purchase order. In the event that the blanket purchase order is not issued, the procedure of preparing separate purchase orders for each individual transaction would be used, or vehicles would be required to have repairs done at existing vendors that have approved blanket purchase orders in place.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

These funds are included in the Motor Pool budget for the 2019-2020 fiscal year budget 200100 object code 5171.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
Leslie Chapman
Amy Shepherd
Leslie Chapman

Created/Initiated - 2/24/2020
Approved - 2/26/2020
Approved - 2/26/2020
Approved - 3/5/2020
Approved - 3/5/2020
Final Approval - 3/9/2020



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Leslie Chapman

SUBJECT: Authorize Recycling Waste Management to purchase a Roll-Off Truck

RECOMMENDED ACTION:

Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000, and authorize the purchase of a used Roll-Off Truck, or a cab, chassis and tarp system, from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$90,000 including tax and delivery.

SUMMARY/JUSTIFICATION:

Due to the nature of the used truck market, and in an effort to save Inyo County time and money, Inyo County Recycling and Waste Management is requesting that the purchase of the used roll-off truck be exempt from the same requirements of purchasing a new roll-off truck. The used truck market does not allow the time to get quotes or bids plus obtain Board approval before the truck would most likely be purchased by someone else; therefore, having to start the search all over again. The cost of a new roll-off truck purchased from a reputable dealer is around \$200,000, so this option will save the County approximately \$110,000. Staff is also considering purchasing the cab and chassis at a lower price and utilize our existing roll-off sub-frame to be attached to the cab and chassis. With this option we would be able to purchase a newer model truck which would keep us in CARB compliance much longer. Also, with this option we will have to purchase a new tarp system, which would cost approximately \$6,000.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the purchase of a used roll-off truck, however, this is not recommended due to the roll-off truck to be replaced is up for replacement due to CARB compliance. Additionally, purchasing a new truck costs approximately twice as much and a new truck is not necessary.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The purchase cost of a roll-off truck is included in the Fiscal Year 2019-2020 budget for Recycling and Waste Management, 045700, object 5655.

ATTACHMENTS:

APPROVALS:

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



County of Inyo



Health & Human Services - Fiscal

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Melissa Best-Baker

SUBJECT: Agreement between the County of Inyo and California Department of Health Care Services (DHCS) for Medi-Cal Administrative Activities (MAA)

RECOMMENDED ACTION:

Request Board: A) approve Agreement No. 20-10008 between the County of Inyo and California Department of Health Care Services, for the contract from July 1, 2020 through June 30, 2023 for the maximum amount of the agreement reimbursement of \$600,000, for approved Medi-Cal Administrative Activities; and B) authorize the HHS Director to sign the Standard Agreement, California Civil Rights Laws Certification, Medi-Cal Disclosure Statement, and Contractor Certification Clause 307, contingent upon the adoption of future budgets.

SUMMARY/JUSTIFICATION:

This is an Agreement between the County of Inyo and California Department of Health Care Services (DHCS). This agreement allows DHCS to reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA) up to an amount of \$600,000. The funds reimbursed through the MAA/TCM billing process are used to support the services/programs that provide these reimbursable activities.

There are currently five active claiming units in Inyo County: First Five, Public Health, Probation, ReEntry and the MAA/TCM Coordination Unit. To continue to obtain reimbursement for MAA activities the County must authorize execution of the agreement with DHCS/MAA division.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County can choose not to sign the Agreement and operate all of the above programs with existing funding only, without the augmentation from MAA funding.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services, First 5, and Probation

FINANCING:

MAA/TCM Coordination, MAA participation by claiming units and filing for reimbursement requires that claiming units document MAA activities in conformance with administrative standards established by the California

Department of Health Care Services and the federal Medicaid administration. Medi-Cal Administrative Activities involve providing access to Medi-Cal services, which is already part of the claimant's mission. Upon State approval of MAA Invoices, claiming units are reimbursed for approximately 50% of non-federal expenditures on these activities.

ATTACHMENTS:

1. Agreement No. 20-10008
2. California Civil Rights Laws Certification
3. Medi-Cal Disclosure Statement
4. Contractor Certification Clause 307

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/3/2020
Darcy Ellis	Approved - 3/5/2020
Melissa Best-Baker	Approved - 3/5/2020
Marilyn Mann	Approved - 3/6/2020
Marshall Rudolph	Approved - 3/6/2020
Amy Shepherd	Approved - 3/9/2020
Marilyn Mann	Approved - 3/10/2020
Rhiannon Baker	Final Approval - 3/10/2020

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CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p> <p>County of Inyo</p>	<p><i>Federal ID Number</i></p> <p>95-6005445</p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p> <p>Marilyn Mann</p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p> <p>County of Inyo, California</p>

MEDI-CAL DISCLOSURE STATEMENT



Every applicant or provider must complete and submit a current Medi-Cal Disclosure Statement (DHCS 6207) as part of a complete application package for enrollment, continued enrollment, or certification as a Medi-Cal provider.

Important:

- **FOR NEW APPLICANTS:** Failure to disclose complete and accurate information may result in a denial of enrollment and imposition of a three-year reapplication bar.
- **FOR CURRENTLY ENROLLED APPLICANTS:** Failure to disclose complete and accurate information may result in denial, deactivation of all business addresses and the imposition of a three-year reapplication bar. The Department is required to report the termination of your participation in the Medi-Cal Program to the Centers for Medicare & Medicaid Services and to other States' Medicaid and Children's Health Insurance Programs pursuant to United States Code, Title 42, Sections 1396a(kk)(6) and 1902(kk)(6) and the Code of Federal Regulations, Title 42, Section 1002.3(b).
- Submitting a complete and accurate Medi-Cal Disclosure Statement is required.
- Read **all** instructions when completing the Medi-Cal Disclosure Statement.
- Type or print clearly in ink.
- DO NOT USE staples on this form or on any attachments.
- If applicant/provider must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Return this completed statement with the complete application package to the address listed on the application form.

Overall Authority: Code of Federal Regulations, Title 42, Part 455; California Code of Regulations, Title 22, Sections 51000–51451; Welfare and Institutions Code, Sections 14043–14043.75

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GENERAL INSTRUCTIONS FOR COMPLETING THE MEDI-CAL DISCLOSURE STATEMENT

- DO NOT USE staples on this form or on any attachments.
- Do not use a pencil, correction tape, correction fluid, highlighter pen, etc. on this form.
- If you must correct an entry, the applicant or provider must initial and date the correction in ink.
- Do not leave any questions, boxes, lines, etc., blank. Check or write "N/A" if not applicable to you.
- To review the Title 22 provider enrollment regulations, please visit the Medi-Cal Website (www.medi-cal.ca.gov) and click the "Provider Enrollment" link. It is the responsibility of the applicant/provider to comply with all regulations pertaining to Medi-Cal.

Section I: Applicant/Provider Information

1. All applicants and providers must complete this Section unless they are eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" (DHCS 6216) or the "Medi-Cal Ordering/Referring/Prescribing Provider Application/Agreement/Disclosure Statement for Physician and Nonphysician Practitioners" (DHCS 6219).
2. Rendering providers joining a group who are not eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" may leave parts E–H blank if part D is checked.
3. If applicant leases the location where services are being rendered or provided, please attach a copy of a current signed lease agreement.
4. In California, a domestic or foreign limited liability company is not permitted to render professional services, as defined in Corporations Code Sections 13401, subdivision (a) and 13401.3. **See California Corporations Code Section 17701.04(e).**

Section II: Unincorporated Sole-Proprietor or Individual Rendering Provider Adding to a Group

Disclosure of social security number is mandatory. (See *Privacy Statement at bottom of page 15*)

Section III: Ownership Interest and/or Managing Control Information (Entities)

1. To determine percentage of ownership, mortgage, deed of trust, note or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the applicant's or provider's assets, A's interest in the provider's assets equates to 6 percent and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 40 percent of a note secured by 10 percent of the applicant's or provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.
2. "Indirect ownership interest" means an ownership interest in any entity that has an ownership interest in the applicant or provider. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or provider. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the applicant or provider, A's interest equates to an 8 percent indirect ownership interest in the applicant or provider and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 80 percent of the stock of a corporation, which owns 5 percent of the stock of the applicant or provider, B's interest equates to a 4 percent indirect ownership interest in the applicant or provider and need not be reported.
3. "Ownership interest" means the possession of equity in the capital, the stock, or the profits of the applicant or provider.
4. All entities with managing control of applicant/provider must be listed in this Section.
5. List the National Provider Identifier (NPI) of each listed corporation, unincorporated association, partnership, or similar entity having 5% or more (direct or indirect) ownership or control interest, or **any** partnership interest, in the applicant/provider identified in Section I.
6. Corporations with ownership or control interest in the applicant or provider must provide all corporate business addresses and the corporation Taxpayer Identification Number issued by the IRS. For verification, a legible copy of the IRS Form 941, Form 8109-C, Letter 147-C, or Form SS-4 (Confirmation Notification) must be included.

Section IV: Ownership Interest and/or Managing Control Information (Individuals)

1. Refer to Section III instructions and definitions.
2. "Person with an ownership or control interest" means a person that:
 - a. Has an ownership interest of 5 percent or more in an applicant or provider;

- b. Has an indirect ownership interest equal to 5 percent;
 - c. Has a combination of direct and indirect ownership interest equal to 5 percent or more in an applicant or provider;
 - d. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or provider if that interest equals at least 5 percent of the value of the property or assets of the applicant or provider;
 - e. Is an officer or director of an applicant or provider that is organized as a corporation;
 - f. Is a partner in an applicant or provider that is organized as a partnership.
3. "Agent" means a person who has been delegated the authority to obligate or act on behalf of an applicant or provider.
 4. "Managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an applicant or provider. **All managing employees must be included in this section.**
 5. List the National Provider Identifier (NPI) of each individual with ownership or control interest or **any** partnership interest, in the applicant/provider identified in Section I. In addition, **all** officers of the corporation, directors, agents and managing employees of the applicant/provider must be reported in this section.
 6. Disclosure of social security number is mandatory. (See *Privacy Statement at bottom of page 15*)

Section V: Subcontractor Information and Significant Business Transactions

1. "Subcontractor" means an individual, agency, or organization:
 - a. To which an applicant or provider has contracted or delegated some of its management functions or responsibilities of providing healthcare services, equipment, or supplies to its patients.
 - b. With whom an applicant or provider has entered into a contract, agreement, purchase order, lease, or leases of real property, to obtain space, supplies, equipment, or services provided under the Medi-Cal Program.
2. "Significant business transaction" means any business transaction or series of transactions that involve health care services, goods, supplies, or merchandise related to the provision of services to Medi-Cal beneficiaries that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of an applicant's or provider's total operating expenses.
3. "Wholly owned supplier" means a supplier whose total ownership interest is held by an applicant or provider or by a person, persons, or other entity with an ownership or control interest in an applicant or provider.

Section VI: Incontinence Supplies

1. Applicant or provider must check "Yes" or "No."
2. If "Yes," complete A–C.

Section VII: Pharmacy Applicants or Providers

All pharmacy applicants or providers must complete this Section.

Section VIII: Declaration and Signature Page

1. All applicants or providers must complete this Section.
2. Legal name of applicant/provider must match name listed on associated application package.
3. The signature must be an individual who is the sole proprietor, partner, corporate officer, or an official representative of a governmental entity or nonprofit organization who has the authority to legally bind the applicant or provider. **See Title 22, CCR Section 51000.30(a)(2)(B).**
4. An original signature is required. Stamped, faxed, and/or photocopied signatures are **not** acceptable.
5. Disclosure Statement must be notarized by a Notary Public except for those applicants and providers licensed pursuant to Business and Professions Code, Division 2, beginning with Section 500. For example: Physicians, Pharmacy providers, Chiropractors, Osteopaths, Certified Nurse Midwives, Nurse Practitioners and Dentists do not need to notarize this form. Durable Medical Equipment (DME) providers, Prosthetics, Orthotics, Medical Transportation providers, etc., must notarize this form.

**FOR MORE INFORMATION, PLEASE VISIT THE MEDI-CAL WEBSITE (WWW.MEDI-CAL.CA.GOV)
AND CLICK THE "PROVIDER ENROLLMENT" LINK.**

MEDI-CAL DISCLOSURE STATEMENT

Do not leave any questions, boxes, lines, etc., blank. Check or enter N/A if not applicable to you.

I. APPLICANT/PROVIDER INFORMATION

- A. Legal name of applicant/provider as reported to the IRS
County of Inyo
- B. Legal name of applicant/provider as it appears on professional license IF NOT APPLICABLE, CHECK THE BOX N/A
- C. Existing provider numbers (NPI or Denti-Cal provider number as applicable) used at the address indicated in Item G below. N/A
1932271517
- D. If applying as a rendering provider to a provider group, check here and proceed to Part I. (marked with *asterisk below)
- E. Fictitious business name N/A
- F. "Doing Business As" name N/A

- G. Address where services are rendered or provided (number, street) (City) (State) (Nine-digit ZIP code)
155 East Market, Independence, CA 93526
1. Does applicant/provider lease this location? Yes No
2. If YES, complete the following information regarding the Lessor and **enclose a copy of the current signed Lease Agreement**, including any sublease agreements entered into by the applicant/provider at the business address on the Application.
- a. Lessor name _____
- b. Lessor address (number, street) (City) (State) (Nine-digit ZIP code) _____
- | | | |
|----------------------------|------------------|--------------------|
| c. Lessor telephone number | d. Term of lease | e. Amount of lease |
| | | |
3. If no, does applicant/provider own this location? Yes No
4. If applicant/provider does not lease or own this location, explain below:

- H. Type of Entity (*must check one*):
- | | | |
|---|--|--|
| <input type="checkbox"/> General Partnership
<i>(Enclose Partnership Agreement)</i> | <input type="checkbox"/> Limited Partnership
<i>(Enclose Partnership Agreement)</i> | <input type="checkbox"/> Limited Liability Partnership
<i>(Enclose Partnership Agreement)</i> |
| <input type="checkbox"/> Sole Proprietor (Unincorporated) | <input type="checkbox"/> Limited Liability Company:
State of formation: _____ | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Corporation
<i>(Enclose Articles of Incorporation and Statement of Information)</i> | Corporate number: _____ | State incorporated: _____ |
| <input type="checkbox"/> Nonprofit:
Check one: | Check one: | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Charitable | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> Religious | _____ |

*I. List below fines/debts due and owing by applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and **all** other federal and state health care programs that have not been paid and what arrangements have been made to fulfill the obligation(s). **Submit copies of all documents** pertaining to the arrangements including terms and conditions. See California Code of Regulations (CCR), Title 22, Section 51000.50(a)(6). N/A

FINE/DEBT	AGENCY	DATE ISSUED	DATE TO BE PAID IN FULL
\$		/ /	/ /
\$		/ /	/ /

Do not leave any questions, boxes, lines, etc., blank.

I. APPLICANT/PROVIDER INFORMATION (Continued)

J. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which the applicant/provider, listed in Part A, also has an ownership or control interest. If none, check N/A. If additional space is needed, attach additional page (label "Additional Section I, Part J"). N/A

1. Full legal name of health care provider _____

2. Address (number, street) _____ (City) _____ (State) (Nine-digit ZIP code) _____

K. Respond to the following questions:

1. **Within ten years of the date of this statement**, have you, the applicant/provider, been convicted of any felony or misdemeanor involving fraud or abuse in any government program? Yes No

If yes, provide the date of the conviction (mm/dd/yyyy): _____ / /

2. **Within ten years of the date of this statement**, have you, the applicant/provider, been found liable for fraud or abuse involving a government program in any civil proceeding? Yes No

If yes, provide the date of final judgment (mm/dd/yyyy): _____ / /

3. **Within ten years of the date of this statement**, have you, the applicant/provider, entered into a settlement in lieu of conviction for fraud or abuse involving a government program? Yes No

If yes, provide the date of the settlement (mm/dd/yyyy): _____ / /

4. Do you, the applicant/provider, currently participate or have you ever participated as a provider in the Medi-Cal program or in another state's Medicaid program? Yes No

If yes, provide the following information:

STATE	NAME(S) (LEGAL AND DBA)	NPI AND/OR PROVIDER NUMBER(S)

5. Have you, the applicant/provider, **ever** been suspended from a Medicare, Medicaid, or Medi-Cal program? Yes No

If yes, attach verification of reinstatement and provide the following information:

CHECK APPLICABLE PROGRAM	NPI AND/OR PROVIDER NUMBER(S)	EFFECTIVE DATE(S) OF SUSPENSION	DATE(S) OF REINSTATEMENT(S), AS APPLICABLE
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /

6. Has the individual license, certificate, or other approval to provide health care of the applicant/provider **ever** been suspended or revoked? Yes No

If yes, include copies of licensing authority's decision(s) for each decision and written confirmation from them that your professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

Do not leave any questions, boxes, lines, etc., blank.

I. APPLICANT/PROVIDER INFORMATION (Continued)

7. Have you, the applicant/provider, **ever** lost or surrendered your license, certificate, or other approval to provide health care **while a disciplinary hearing was pending**? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that your professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

8. Has the license, certificate, or other approval to provide health care of the applicant/provider **ever** been disciplined by any licensing authority? Yes No

If yes, include copies of licensing authority decision(s) including any terms and conditions for each decision and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

- If you, the applicant/provider, are an unincorporated sole-proprietor or an individual rendering provider adding to a group, proceed to Section II.

OR

- If you, the applicant/provider, are a partnership, corporation, governmental entity, or nonprofit organization, proceed to Section III.

II. UNINCORPORATED SOLE-PROPRIETOR OR INDIVIDUAL RENDERING PROVIDER ADDING TO A GROUP

- A. Full legal name (Last) (Jr., Sr., etc.) (First) (Middle)
- B. Residence address (number, street) (City) (State) (Nine-digit ZIP code)
- C. Social security number (*required*)
- D. Date of birth
/ /
- E. Driver's license number or state-issued identification number (*Attach a current and legible copy.*)

- If you, the applicant/provider, are an unincorporated sole-proprietor, proceed to Section V.

OR

- If you, the applicant/provider, are a rendering provider adding to a group, proceed to Section VIII.

III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES)

A. In the table below, list all corporations, unincorporated associations, partnerships, or similar entities having 5% or more (direct or indirect) ownership or control interest, or **any** partnership interest, in the applicant/provider identified in Section I. **Attach a separate Section III, Part B and C for each entity listed below.** Number of pages attached: _____

Check here if this section does not apply and proceed to Section IV.

	ENTITY LEGAL BUSINESS NAME	PERCENT (%) OF OWNERSHIP OR CONTROL	NPI NUMBER (IF APPLICABLE)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Do not leave any questions, boxes, lines, etc., blank.

III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES) (Continued)

B. Entity with (Direct or Indirect) Ownership Interest and/or Managing Control—Identification Information.

1. Legal business name _____
2. Doing Business As (DBA) name (if applicable) N/A _____
3. Primary Business Address (number, street) * _____ (City) _____ (State) (Nine-digit ZIP code) _____

* If this entity is a corporation, attach a list of **ALL** business location addresses and P. O. Box addresses of the corporation.

4. If this entity is a corporation, list the Taxpayer Identification Number issued by the IRS and attach a legible copy of the IRS form. _____

5. Check all that apply:

- 5% or more ownership interest Managing control Partner Other (specify): _____

6. Effective date of **ownership** (mm/dd/yyyy) _____
7. Effective date of **control** (mm/dd/yyyy) _____

C. Respond to the following questions:

1. **Within ten years from the date of this statement**, has this entity been convicted of any felony or misdemeanor involving fraud or abuse in any government program? Yes No
If yes, provide the date of the conviction (mm/dd/yyyy): _____
2. **Within ten years from the date of this statement**, has this entity been found liable for fraud or abuse involving any government program in any civil proceeding? Yes No
If yes, provide the date of final judgment (mm/dd/yyyy): _____
3. **Within ten years from the date of this statement**, has this entity entered into a settlement in lieu of conviction for fraud or abuse involving any government program? Yes No
If yes, provide the date of the settlement (mm/dd/yyyy): _____
4. Does this entity currently participate, or has this entity ever participated, as a provider in the Medi-Cal program or in another state's Medicaid program? If yes, provide the following information: Yes No

STATE	NAME(S) (LEGAL AND DBA)	NPI AND/OR PROVIDER NUMBER(S)

5. Has this entity ever been suspended from a Medicare, Medicaid, or Medi-Cal program? Yes No

If yes, attach verification of reinstatement and provide the following information:

CHECK APPLICABLE PROGRAM	NPI AND/OR PROVIDER NUMBER(S)	EFFECTIVE DATE(S) OF SUSPENSION	DATE(S) OF REINSTATEMENT(S), AS APPLICABLE
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /

6. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which this entity also has an ownership or control interest. **If none, check here.**

If additional space is needed, attach additional page (label "Additional Section III, Part C, Item 6"). Number of pages attached: _____

- a. Full legal name of health care provider (include any fictitious business names) _____
- b. Address (number, street) _____ (City) _____ (State) (Nine-digit ZIP code) _____

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

A. In the table below, list any individual that has 5% or more (direct or indirect) ownership or control interest or **any** partnership interest, in the applicant/provider identified in Section I. In addition, **all** officers of the corporation, directors, agents and managing employees of the applicant/provider must be reported in this section. **Attach a separate Section IV, Part B and C, for each individual listed below.** Number of pages attached: _____

	INDIVIDUAL NAME	PERCENT (%) OF OWNERSHIP OR CONTROL	NPI NUMBER (IF APPLICABLE)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) (Continued)

B. Identification Information - for Individuals with Ownership or Control Interest, Officers, Directors, Managing Employee(s), Partners and/or Agents of the Partnership, Group Association, Corporation, Institution or Entity.

1. Full legal name (Last) (Jr., Sr., etc.) _____ (First) _____ (Middle) _____

2. Residence address (number, street) _____ (City) _____ (State) _____ (Nine-digit ZIP code) _____

3. Social security number (required) _____ 4. Date of birth _____ / _____ / _____ 5. Driver's license number or state-issued identification number _____
(Attach a current and legible copy.)

6. Is the above individual related to any individual listed in Section IV, Table A (Page 7)? Yes No
 If yes, check the appropriate box and list name of individual:

Spouse Parent Child Sibling Other (explain): _____

Name of individual: _____

7. If the above individual is **directly** associated with the entity identified in Section I, what is this individual's relationship with the applicant/provider? Check all that apply.

5% or greater owner Partner Managing employee Agent
 Director/officer, title: _____ Other (specify): _____

8. If the above individual is **directly** associated with an entity identified in Section III, indicate the name of that entity in the space below:

a. Legal business name of entity as listed in Section III, Part A:

b. What is this individual's role with the entity reported in Section III? Check all that apply.

5% or greater owner Partner Managing employee Agent
 Director/officer, title: _____ Other (specify): _____

C. Respond to the following questions:

1. **Within ten years from the date of this statement**, has the above individual been convicted of any felony or misdemeanor involving fraud or abuse in any government program? Yes No

If yes, provide the date of the conviction (mm/dd/yyyy): _____ / _____ / _____

2. **Within ten years from the date of this statement**, has the above individual been found liable for fraud or abuse involving a government program in any civil proceeding? Yes No

If yes, provide the date of final judgment (mm/dd/yyyy): _____ / _____ / _____

3. **Within ten years from the date of this statement**, has the above individual entered into a settlement in lieu of conviction for fraud or abuse involving any government program? Yes No

If yes, provide the date of the settlement (mm/dd/yyyy): _____ / _____ / _____

4. Does the above individual currently participate, or has he or she ever participated, as a provider in the Medi-Cal program or in another state's Medicaid program? Yes No

If yes, provide the following information:

STATE	NAME(S) (LEGAL AND DBA)	NPI AND/OR PROVIDER NUMBER(S)

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) (Continued)

Name of individual listed in Section IV, Part B, Item 1: _____

5. Has the above individual ever been suspended from a Medicare, Medicaid, or Medi-Cal program? Yes No

If yes, attach verification of reinstatement and provide the following information:

CHECK APPLICABLE PROGRAM	NPI AND/OR PROVIDER NUMBER(S)	EFFECTIVE DATE(S) OF SUSPENSION	DATE(S) OF REINSTATEMENT(S), AS APPLICABLE
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /
<input type="checkbox"/> Medi-Cal		/ /	/ /
<input type="checkbox"/> Medicaid		/ /	/ /
<input type="checkbox"/> Medicare		/ /	/ /

6. Has the above individual's license, certificate, or other approval to provide health care **ever** been suspended or revoked? Yes No

If yes, include copies of licensing authority decision(s) and written confirmation from them that his or her professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

7. Has the above individual otherwise lost or surrendered his or her license, certificate, or other approval to provide health care while a disciplinary hearing was pending? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that his or her professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

8. Has the above individual's license, certificate, or other approval to provide health care **ever** been disciplined by any licensing authority? Yes No

If yes, include copies of licensing authority decision(s), including any terms and conditions for each decision, and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

9. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which the above individual also has an ownership or control interest. **If none, check here.**

If additional space is needed, attach additional page (label "Additional Section IV, Part C, Item 9"). Number of pages attached: _____

a. Full legal name of health care provider (include any fictitious business names)

b. Address (number, street)

(City)

(State) (Nine-digit ZIP code)

● Proceed to Section V.

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS

- A. Does the applicant/provider (as named in Section I Part A on Page One of this form) have direct or indirect ownership of 5 percent or more in any of its subcontractors that provide healthcare services or goods? Yes No

Do any of the entities named in Section III, Part A on Page Five of this form have direct or indirect ownership of 5 percent or more in any of the applicant provider's subcontractors that provide healthcare services or goods? Yes No

Do any of the individuals named in Section IV, Part A on Page Seven of this form have direct or indirect ownership of 5 percent or more in any of the applicant provider's subcontractors that provide healthcare services or goods? Yes No

If you answered NO to ALL of the above, please proceed to Section V, Part C on the next page.

If you answered YES to ANY of the above, please complete the following information about the subcontractor and attach a copy of any written agreement(s) that you have with the subcontractor that relate to its functions/responsibilities.

1. Subcontractor's full legal name		2. Subcontractor's phone number ()	
3. Subcontractor's address (number, street)		(City)	(State) (Nine-digit ZIP code)
4. Subcontractor's federal employer identification number (if applicable)		5. Subcontractor's corporation number (if applicable)	

If there is more than one subcontractor, provide a separate sheet with all required information (label "Additional Section V, Part A").

Check here if additional sheet(s) is attached. Number of additional pages: _____

- B. List the following information for any person or entity, other than the applicant/provider, with 5 percent or more ownership and/or control interest in any **subcontractor** listed in Part A. If there is more than one subcontractor, provide a separate sheet with all required information (label "Additional Section V, Part B").

Check here if additional sheet(s) is attached. Number of additional pages: _____

Name of Subcontractor in Part A _____

1. Full legal name of person or entity with ownership or control interest in the Subcontractor		Phone number ()	
Address (number, street)		(City)	(State) (Nine-digit ZIP code)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.

- 5% or more owner - Percent of ownership: _____ Partner Managing employee
 Director/officer, title: _____ Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 7)? Yes No

If yes, check the appropriate box and list the name of the related individual:

- Spouse Parent Child Sibling Other (explain): _____
 Name of related individual: _____

2. Full legal name of person or entity with ownership or control interest in the Subcontractor		Phone number ()	
Address (number, street)		(City)	(State) (Nine-digit ZIP code)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.

- 5% or more owner - Percent of ownership: _____ Partner Managing employee
 Director/officer, title: _____ Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 7)? Yes No

If yes, check the appropriate box and list the name of the related individual:

- Spouse Parent Child Sibling Other (explain): _____
 Name of related individual: _____

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Continued)

3. Full legal name of person or entity with ownership or control interest	Phone number ()
Address (number, street) (City) (State) (Nine-digit ZIP code)	

What is this individual's role with the subcontractor reported in Part A? Check all that apply.

5% or greater owner - Percent of ownership: _____
 Partner
 Managing employee
 Director/officer, title: _____
 Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 7)? Yes No

If yes, check the appropriate box and list the name of the related individual:

Spouse
 Parent
 Child
 Sibling
 Other (explain): _____
 Name of related individual : _____

4. Full legal name of person or entity with ownership or control interest	Phone number ()
Address (number, street) (City) (State) (Nine-digit ZIP code)	

What is this individual's role with the subcontractor reported in Part A? Check all that apply.

5% or more owner - Percent of ownership: _____
 Partner
 Managing employee
 Director/officer, title: _____
 Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 7)? Yes No

If yes, check the appropriate box and list the name of the related individual:

Spouse
 Parent
 Child
 Sibling
 Other (explain): _____
 Name of related individual : _____

C. Has the applicant/provider had any significant business transactions with any wholly owned supplier or with any subcontractor (not listed on Part A) during the 5-year period immediately preceding the date of this Application? Yes No

"Significant business transaction" means any business transaction or series of transactions that involve health care services, goods, supplies, or merchandise related to the provision of services to Medi-Cal beneficiaries that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of an applicant's or provider's total operating expenses.

"Wholly owned supplier" means a supplier whose total ownership interest is held by an applicant or provider or by a person, persons, or other entity with an ownership or control interest in an applicant or provider.

"Subcontractor" means an individual, agency, or organization:

- (a) To which an applicant or provider has contracted or delegated some of its management functions or responsibilities of providing healthcare services, equipment or supplies to its patients.
- (b) With whom an applicant or provider has entered into a contract, agreement, purchase order, lease, or leases of real property, to obtain space, supplies, equipment, or services provided under the Medi-Cal Program.

If **No**, please proceed to Section V, Part D on the next page.

If **Yes**, complete the following information about the supplier or subcontractor:

1. Subcontractor's or supplier's full legal name	2. Subcontractor's or supplier's phone number ()
3. Subcontractor's or supplier's address (number, street) (City) (State) (Nine-digit ZIP code)	

4. Describe the transaction(s):

If there is more than one subcontractor or supplier, provide a separate sheet with all required information (label "Additional Section V, Part C").

Check here if additional sheet(s) is attached. Number of additional pages: _____

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Continued)

D. List the name and address of each person(s) with an **ownership or control interest** in any subcontractor (listed in Part C) with whom the applicant or provider has had business transaction involving health care services, goods, supplies or merchandise related to the provision of services to a Medi-Cal beneficiary that total more than \$25,000 during the 12-month period immediately preceding the date of the Application, or immediately preceding the date on the Department's request for such information. If there is more than one subcontractor, provide a separate sheet with all required information. (label "Additional Section V, Part D").

Check here if no subcontractors listed in Part C or applicant/provider has had no business transactions with subcontractors involving health care services, goods, supplies or merchandise related to the provision of services to a Medi-Cal beneficiary that total more than \$25,000 during the 12-month period immediately preceding the date of the Application, or immediately preceding the date on the Department's request for such information. **Proceed to Section VI.**

Check here if additional sheet(s) is attached. Number of additional pages: _____

Name of Subcontractor in Part C _____

1. Full legal name of person or entity with ownership or control interest		Phone number ()	
Address (number, street)	(City)	(State)	(Nine-digit ZIP code)
2. Full legal name of person or entity with ownership or control interest		Phone number ()	
Address (number, street)	(City)	(State)	(Nine-digit ZIP code)
3. Full legal name of person or entity with ownership or control interest		Phone number ()	
Address (number, street)	(City)	(State)	(Nine-digit ZIP code)
4. Full legal name of person or entity with ownership or control interest		Phone number ()	
Address (number, street)	(City)	(State)	(Nine-digit ZIP code)

● **Proceed to Section VI.**

Do not leave any questions, boxes, lines, etc., blank.

VI. INCONTINENCE SUPPLIES

Does the applicant/provider intend to sell or currently sell incontinence medical supplies? Yes No

If No, Pharmacy applicants/providers proceed to Section VII. All other applicants/providers proceed to Section VIII.

If Yes, provide the following information:

A. List the names and addresses of all current sources of capital, as defined in CCR, Title 22, Section 51000.5.

If there is more than one source of capital, provide a separate sheet with all required information (label "Additional Section VI, Part A").

N/A

Check here if additional sheet(s) is attached. Number of additional pages: _____

Full legal name of person or entity with ownership or control interest

Address (number, street) (City) (State) (Nine-digit ZIP code)

B. List all manufacturers, suppliers, and other providers with whom the applicant/provider has any type of business relationship relative to the goods and services provided to Medi-Cal beneficiaries.

If there is more than one, provide a separate sheet with all required information (label "Additional Section VI, Part B").

N/A

Check here if additional sheet(s) is attached. Number of additional pages: _____

Full legal name of person or entity with ownership or control interest

Address (number, street) (City) (State) (Nine-digit ZIP code)

C. List all persons or entities to which the applicant/provider has extended a line of credit, as defined in CCR, Title 22, Section 51000.10, of \$5,000 or more.

If there is more than one, provide a separate sheet with all required information (label "Additional Section VI, Part C").

N/A

Check here if additional sheet(s) is attached. Number of additional pages: _____

Full legal name of person or entity

Address (number, street) (City) (State) (Nine-digit ZIP code)

- Pharmacy applicants/providers proceed to Section VII.

OR

- All other applicants/providers proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

VII. PHARMACY APPLICANTS OR PROVIDERS

- A. Has the individual license, certificate, or other approval to provide health care, of the **Pharmacist-in-Charge**, ever been suspended or revoked? Yes No

If yes, include copies of licensing authority decision(s) and written confirmation from them that his or her professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

- B. Has the individual license, certificate, or other approval to provide health care, of the **Pharmacist-in-Charge**, ever been lost, or surrendered while a disciplinary hearing on his or her license was pending? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that professional privileges have been restored and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

- C. Has any licensing authority ever disciplined the Board of Pharmacy License of the **Pharmacist-in-Charge**? Yes No

If yes, include copies of licensing authority decision(s) including any terms and conditions and provide the following information:

WHERE ACTION(S) WAS TAKEN	ACTION(S) TAKEN	EFFECTIVE DATE(S) OF LICENSING AUTHORITY'S ACTION(S)
		/ /
		/ /

● Proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

VIII. DECLARATION AND SIGNATURE PAGE

I declare under penalty of perjury under the laws of the State of California that the foregoing information in this document and any attachments is true, accurate, and complete to the best of my knowledge and belief.

I declare that I have the authority to legally bind the applicant or provider pursuant to Title 22, CCR Section 51000.30(a)(2)(B).

1. Printed legal name of applicant/provider

County of Inyo

2. Printed name of person signing this declaration with authority to legally bind the applicant or provider (if an entity or business name is listed in Item above)

Marilyn Mann

3. Original signature of the applicant, provider or the person with authority to legally bind the applicant or provider (in ink)

4. Title of person signing this declaration

HHS Director

5. Executed at: _____ on ____/____/____
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act **ARE NOT REQUIRED** to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in Section 1189 of the Civil Code.

PRIVACY STATEMENT
(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of the Welfare and Institutions Code, Sections 14043 - 14043.75, the California Code of Regulations, Title 22, Sections 51000 - 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945 or contact Denti-Cal at (800) 423-0507.

Do not leave any questions, boxes, lines, etc., blank.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Inyo		<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Marilyn Mann		
<i>Date Executed</i>	<i>Executed in the County of</i> Inyo	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to

review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Serena Johnson

SUBJECT: Triple P America contract for Family Transitions training

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Triple P America from March 20, 2020 to June 30, 2020 for Triple P Positive Parenting Program training services in an estimated amount of \$32,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract is going to equip agency partners in Inyo County with evidence-based Triple P Positive Parenting Program training to increase our network of Triple P providers across the county who are able to respond to parents with the same language and resources, referring them to the appropriate level of support. By investing in the communitywide capacity of so many organizations that serve Inyo County children from birth to five, we are hoping to strengthen the necessary infrastructure for the parenting program that has been found to reduce child abuse and neglect. Reducing parent stress, teaching positive behavior management skills, and improving parent child relationships are the core values of this Cognitive Behavioral Theory based curriculum.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If you decide not to approve this contract First 5 Inyo County will struggle to support the Inyo County Triple P Network in strengthening families using the Triple P Positive Parenting Program evidence based curriculum, impacting the sustainability and effectiveness of our parenting support system.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Triple P Family Transitions contract

APPROVALS:

Serena Johnson

Darcy Ellis

Marilyn Mann

Melissa Best-Baker

Marshall Rudolph

Amy Shepherd

Marilyn Mann

Created/Initiated - 2/21/2020

Approved - 2/21/2020

Approved - 2/21/2020

Approved - 2/24/2020

Approved - 2/24/2020

Approved - 2/24/2020

Final Approval - 2/24/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND Triple P America
FOR THE PROVISION OF Family Transitions Training SERVICES

INTRODUCTION

WHEREAS, Triple P America of Columbia, South Carolina (hereinafter referred to as "Contractor") may have the need for the training services of the County of Inyo (hereinafter referred to as "County"), 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 County shall furnish to the Contractor, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Contractor to the County to perform under this Agreement will be made by Marilyn Mann, whose title is: Dir. of Inyo Co. Health & Human Services.

Services and work provided by the County at the Contractor's request under this Agreement will be performed by County employees or other County contractors 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.

When Contractor requests County to perform work or services under this Agreement, County may in its discretion have such work or services performed either by its own employees, or by one or more of its contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) or contractor(s) are qualified and capable, and to determine which employee(s) or contractor(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Contractor has no right to designate, or require the work or services to be performed by, a particular County Department, class of County employees, particular employee(s), or a particular contractor. Further, County need not obtain Contractor's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from March 20, 2020 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Contractor to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/10 (0.10) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance or employee contract. Where the circumstances of the services and work requested by Contractor under this Agreement requires the County employee to work in

excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 35% (0.35).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Contractor for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by this Contractor to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs, for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the Contractor to County for services and work performed under this Agreement, shall not exceed \$ thirty two thousand Dollars (\$ 32,000 .00) (hereinafter referred to as "contract limit".) County expressly reserves the right to decline to perform any work or services requested by Contractor which would be in excess of the contract limit.

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

E. Federal and State Taxes. Contractor will not withhold any federal or state income taxes or social security from any payments made by Contractor to County under the terms and conditions of this Agreement.

4. **WORK SCHEDULE.**

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

5. REQUIRED LICENSES, CERTIFICATES, ETC.

A. Any requirements for licenses, certificates, permits, documents, reports, studies, or statements, etc. by the federal, state, county, or municipal governments (including, but not limited to, the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and similar statutes and regulations) for Contractor to have the services and work described in Attachment A performed, must be met by Contractor at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Such licenses, certificates, permits, etc. will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon its request, with evidence of current and valid licenses, certificates, permits, etc. which are required. Where there is a dispute between Contractor and County as to what licenses, certificates, permits, etc. are required to have the services identified in Attachment A performed, County reserves the right to make such determinations for purposes of this Agreement.

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

6. COUNTY PROPERTY.

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

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

7. STATUS OF PARTIES.

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

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

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

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

8. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees. County does not by this Agreement waive any claim filing requirement established by the California Government Code.

9. RECORDS AND AUDIT.

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

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

10. NONDISCRIMINATION.

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

11. CANCELLATION.

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

12. ASSIGNMENT.

Contractor shall not assign this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. DEFAULT.

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

14. 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 of any 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 nineteen (19) below.

15. CONFIDENTIALITY.

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

16. CONFLICTS.

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

17. 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.

18. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph nineteen (19) (Amendment).

19. 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.

20. NOTICE.

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

County:	
<u>HHS - First 5</u>	Department
<u>568 West Line Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Triple P America</u>	Name
<u>1201 Lincoln Street, Ste. 201</u>	Address
<u>Columbia, SC 29211</u>	City and State

21. 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 Triple P America
FOR THE PROVISION OF Family Transitions Training SERVICES**

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

COUNTY

By: _____

Dated: _____

CONTRACTOR

By:  _____

Signature
Kat Green
Type or Print Name

Date: 2/10/20

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

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Triple P America
FOR THE PROVISION OF Family Transitions Training SERVICES**

TERM:

FROM: March 20, 2020 **TO:** June 30, 2020

SCOPE OF WORK:

The Contractor shall provide training in Triple P (Positive Parenting Program) Family Transitions to Inyo County agencies approved by Inyo County Health & Human Services. Contractor will complete the Family Transitions Triple P training course between March 20, 2020 and June 30, 2020.

All of the necessary travel costs to Triple P America, as well as all training location and supply costs, shall be covered in the price of the training course.



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Office of the Sheriff

SUBJECT: Authorize a purchase order payable to Sun Ridge Systems, Inc. for iRIMS Law mobile.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$11,350, payable to Sun Ridge Systems, Inc. of El Dorado, CA for iRIMS Law mobile and 1 year of support.

SUMMARY/JUSTIFICATION:

iRIMS Law will give authorized users secure access to CAD/RMS information in real time through an Android or iOS application. iRIMS Law is an innovative MDT platform tool that will enhance accuracy and timeliness of data collected by deputies while reducing the workload on dispatchers. The iRIMS Law mobile platform will facilitate compliance with state mandated RIPA data collection and reporting. iRIMS law is a secure platform for deputies to upload and receive confidential information while working in the field, reducing time stent in the station.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance. On December 10, 2019, your Board authorized Sun Ridge Systems, Inc as a sole source provider of annual support services for the CAD/RMS system and the payment of \$23,606 for annual maintenance and support to Sun Ridge Systems, Inc. Approval of the iRIMS Law mobile would increase the departments annual expenditures with Sun Ridge to \$34,956 through the end of fiscal year 2019/2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase IRIMS mobile platform. Staff does not recommend this action. iRIMS Law will increase accuracy of data, facilitate compliance with a state mandate and allow for deputies to write reports in the field.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Jail CAD/RMS budget #022950, Professional Services object code #5265

ATTACHMENTS:

1. 20191210Sheriff - SunRidgeSoleSourcePaymentRatification
2. iRIMS LAW MOBILE QUOTE

APPROVALS:

Riannah Reade	Created/Initiated - 2/25/2020
Darcy Ellis	Approved - 2/26/2020
Riannah Reade	Approved - 2/26/2020
Marshall Rudolph	Approved - 2/26/2020
Amy Shepherd	Approved - 2/26/2020
Jeffrey Hollowell	Final Approval - 2/26/2020

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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of December 2019 an order was duly made and entered as follows:

Sheriff – Sun Ridge Systems Sole Source and Payment Ratification Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of annual support services; and B) ratify and approve payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$23,606 for annual support services. Motion carried unanimously 4-0, with Chairperson Pucci absent.

Routing
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: December 10, 2019

WITNESS my hand and the seal of said Board this 10th
Day of December, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", written over a horizontal line.

By: _____



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Office of the Sheriff

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

RECOMMENDED ACTION:

Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of annual support services; and B) ratify and approve payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$23,606 for annual support services.

SUMMARY/JUSTIFICATION:

The RIMS system is used daily by nearly every member of the Sheriff's office in the performance of their duties and allows us to collaborate with other RIMS agencies and county departments who access our records. The RIMS system modules we use for daily operations include the CAD/RMS, E911, mugshot and digital imaging, InCustody, mapping, property room, Identix, Collaborate, CLETS, TIMS, Citizens RIMS and KARPAL interface. From statistical reports to emergency 911 communications, RIMS has been a vital tool for the Sheriff's office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended; Sun Ridge is an exclusive maintenance and warranty provider for our existing RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

Auditor's office
Purchasing office
County Counsel

FINANCING:

Funding is included in the FY 2019-2020 CAD RIMS budget 022950, Object Code 5265 Professional Services.

ATTACHMENTS:

1. 19-20 RIMS SUPPORT INV_001

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
Amy Shepherd
Marshall Rudolph
Jeffrey Hollowell

Created/Initiated - 11/15/2019
Approved - 11/18/2019
Approved - 11/18/2019
Approved - 11/18/2019
Approved - 11/18/2019
Final Approval - 11/18/2019



PO Box 5071
 El Dorado Hills, CA 95762
 530-676-7128

Invoice

Date	Invoice #
11/13/2019	5802

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Duc on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - CAD	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - RMS	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - E911	976.00	976.00
	Warranty and Sup...	RIMS Annual Support Services - Mugshot/Digital Imaging	976.00	976.00
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,878.00	4,878.00
	Warranty and Sup...	RIMS Annual Support Services - Mapping	2,129.00	2,129.00
	Warranty and Sup...	RIMS Annual Support Services - Prop Room	621.00	621.00
	Warranty and Sup...	RIMS Annual Support Services - Identix	532.00	532.00
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	886.00	886.00
	Warranty and Sup...	RIMS Annual Support Services - CLETS	1,419.00	1,419.00
	Warranty and Sup...	RIMS Annual Support Services - TIMS	497.00	497.00
	Warranty and Sup...	RIMS Annual Support Services - Citizen RIMS	780.00	780.00
	Warranty and Sup...	RIMS Annual Support Services - KARPAL Interface	156.00	156.00
		Support Dates: July 1, 2019 - June 30, 2020		
		Sales Tax	7.75%	0.00
Please remit to the above address For Questions please e-mail cubs@sunridgesystems.com			Total	\$23,606.00



Sun Ridge Systems, Inc.

To: Deputy Nate Girardin, Inyo County Sheriff's Office
From: Carol Jackson
Subject: Quotation for RIMS Software
Date: January 22, 2020

The following is a quotation for RIMS software based upon your recent request.

Item	Price
iRIMS Law Mobile App Software	\$9,000
Installation Support (via phone and remote access)	\$1,000
First Year Support and Updates	\$1,350
TOTAL	\$11,350

iRIMS/Law will run on the Apple iPhone and iPad plus Android phones and tablet computers. iRIMS/Law is not a substitute for Mobile RIMS nor is it "RIMS" running on an iPhone or iPad device. iRIMS/Law is a mobile app with a rapidly expanding portfolio of RIMS functionality. California DOJ has not yet granted access for state queries from phones and tablets; those functions will be implemented in iRIMS/Law as soon as allowed.

This quotation is valid for 90 days and may change thereafter. If you have any questions please call me at 800-474-2565. Thank you for your continued interest in RIMS.



County of Inyo



Community Organization/Outside Agency

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: March 17, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Presentation by CPUC

RECOMMENDED ACTION:

Request Board receive an update from the California Public Utilities Commission on Southern California Edison's two transmission line projects.

SUMMARY/JUSTIFICATION:

Representatives of the California Public Utilities Commission would like to update the Board on two transmission line projects proposed by Southern California Edison: the Ivanpah-Control Project and the Control-Silver Peak Project. Attached are fact sheets describing the two projects.

Both projects will be undergoing the formal California Environmental Quality Act process with the CPUC in coming months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Billie Blanchard, the CPUC Project Manager, presented information about the Ivanpah-Control Project to the Board of Supervisors on April 9, 2019, but the project was delayed after that, and now the CPUC would like to present updated information.

The Control-Silver Peak project, which is a line running from northwest of Bishop into Nevada, is new and has not previously been presented to the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to receive the updates.

OTHER AGENCY INVOLVEMENT:

California Public Utilities Commission; Southern California Edison

FINANCING:

N/A

ATTACHMENTS:

1. CPUC Presentation
2. Ivanpah-Control Fact Sheet
3. Control-Silver Peak Fact Sheet

APPROVALS:

Darcy Ellis	Created/Initiated - 3/11/2020
Darcy Ellis	Final Approval - 3/11/2020



California Public Utilities Commission

Presentation to the Inyo County Board of Supervisors

SCE Ivanpah-Control (I-C) Project

Update: Project as Revised by Southern California Edison

SCE Control-Silver Peak (C-SP) Project

New CPUC Filing

March 17, 2020



Agenda for Project Presentations

- Introductions – CPUC Project Manager & Consultant Project Managers for I-C and C-SP Projects
- CPUC/BLM regulatory processes for both I-C & C-SP
- Updates Regarding **I-C Project** (since originally presented to BOS in April 2019)
 - CEQA estimated schedule
- New **C-S Project** to be filed with CPUC
 - Project description with map
 - Pre-file process – what has CPUC CEQA team been doing
 - CEQA schedule
- Thank you and Contact information



Introduction to the CPUC

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



CPUC Process and Roles for I-C & C-SP

- CEQA Unit will prepare EIRs for both projects
- Administrative Law Judge will conduct Proceeding and prepare draft decision after Final EIR is issued
- A Commissioner will be assigned to each project – Commissioner Shiroma now assigned to I-C Project
- Vote will be by full 5-member Commission
 - Votes on project approval or denial
 - Proposed project or alternative selection with any approval



CEQA and the CPUC Process

CEQA Process

CPUC Proceeding

Application Review and Deemed Complete

Public Scoping and Environmental Review

Draft EIR Issued

Comments on Draft EIR (45 day review period)

Final EIR Prepared

Utility Files Application and PEA

Protests to Application Filed

Response to Protests

Pre-Hearing Conference

Scoping Memo

Testimony

Evidentiary Hearings

Briefs

Proposed Decision

Comments on Proposed Decision





Coordination with BLM

The CPUC & BLM will conduct separate NEPA and CEQA reviews for both I-C and C-SP

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



Ivanpah-Control Project

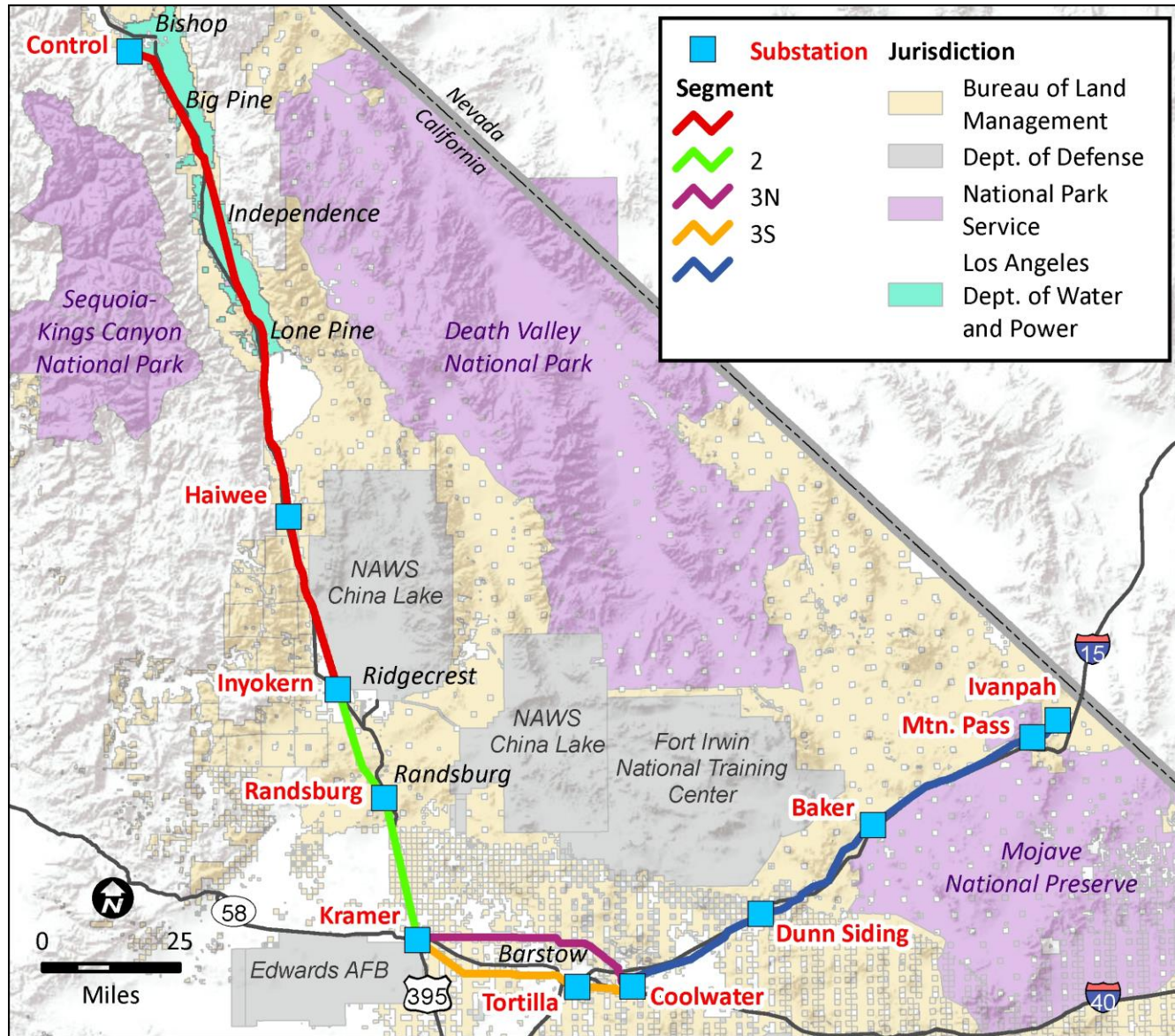




Ivanpah-Control Project History

Date	Actions
Nov. 2018 – Jan. 2019	<ul style="list-style-type: none">• CPUC Pre-Filing Review of SCE Draft Application
April 2019	<ul style="list-style-type: none">• CPUC Introduced Project to Inyo County Board of Supervisors
July 2019	<ul style="list-style-type: none">• SCE Submitted Initial PEA and Application
August 2019	<ul style="list-style-type: none">• CPUC prepared Application Completeness comments
September 2019	<ul style="list-style-type: none">• SCE decided to modify the I-C Project• CPUC put Scoping on hold pending revised application
April 2020	<ul style="list-style-type: none">• SCE will submit revised PEA and Application• CPUC will complete second Application Completeness Review and start CEQA process

Ivanpah-Control Project Map





Ivanpah-Control Project: Components

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



Ivanpah-Control Project: Tasks Completed and In Progress

- Agency Outreach and Consultation
 - Counties, Caltrans, DOD, LADWP
- Native American Outreach
 - Outreach to over 30 Native American tribes
 - Early tribal consultation with 11 tribes that will participate in formal AB 52 Consultation
- AB 52 Process Development
- Pre-file review of draft applications
- Coordination with BLM on technical issues
- Site visits for technical team members



Ivanpah-Control Project: Tentative CEQA Schedule

CEQA / CPUC Process Step	Approximate Schedule
Pre-Filing Process: Review Draft Proponent's Environmental Assessment	October 2018 – March 2019
SCE Files FIRST Application and PEA	July 2019
SCE Decided to Modify Project; CEQA on hold	August 2019 – April 2020
SCE Submits Revised Application and PEA	April 2020
CEQA Scoping – Public Scoping Meetings	July 2020
AB52 Consultation with Native American Tribes	Ongoing from pre-filing
Prepare Draft EIR	Aug. 2019 – Dec. 2020
Release Draft EIR; Public Workshops	Jan. – Feb. 2021
Release Final EIR	June 2021
CPUC Decision	October 2021
Project Construction (if approved)	2021 - 2025



Control-Silver Peak Project



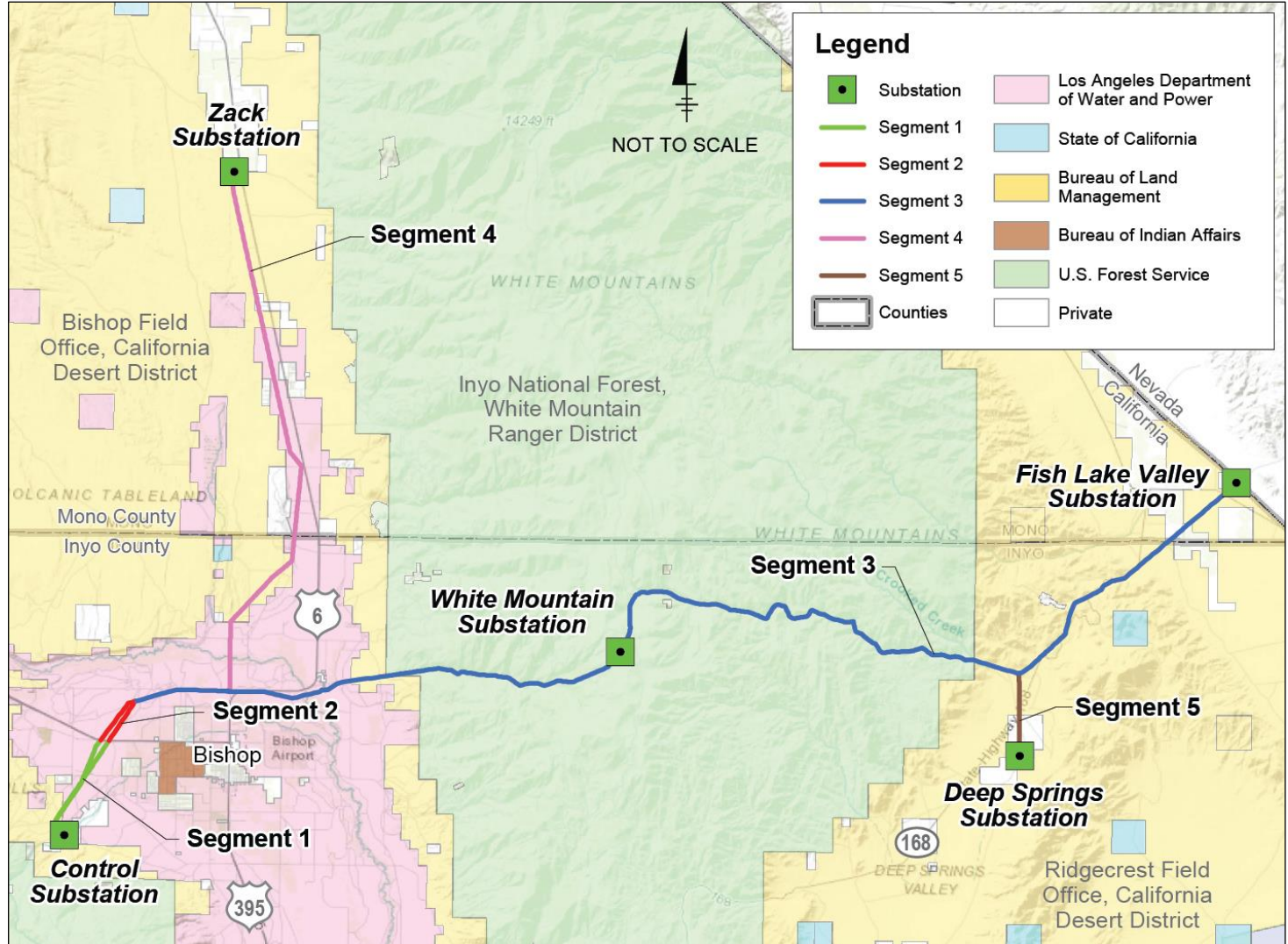


Control-Silver Peak Project: Background

- Also a part of SCE's Transmission Line Rating Remediation (TLRR) Program
- C-SP Project replaces aging wood poles, remedies discrepancies (e.g., conductor sag and clearance), and addresses reliability concerns (e.g., reduce power outages and wildfire hazards)
- Existing C-SP 55 kV subtransmission line:
 - Extends ~42 miles from Control Substation near the City of Bishop to the Fish Lake Valley Metering Station at CA-NV border
 - 16-mile section provides power to Zack Substation in Chalfant Valley
 - 2.4-mile section provides power to Deep Springs Substation
 - Divided into 5 distinct segments; most Segment 1 upgrades to occur in advance of C-SP Project



Control-Silver Peak Project Map





Control-Silver Peak Project: Components

- Rebuild ~39 miles of the existing system (i.e., pole and conductor replacement), with additional work on smaller portions of the remaining 21 miles of the alignment (e.g., ground wiring)
- Replace two existing single-circuit alignments with one double-circuit alignment within Segment 3
- Replace wood poles with taller steel or ductile iron poles
 - Brown patina to resemble wood poles
- Key construction components include:
 - Temporary staging yards near the alignment
 - Work areas around pole locations
 - Access road improvements
 - Vegetation removal
 - Helicopter support in remote areas



Control-Silver Peak Project: Tasks Completed and In Progress

- Initial site visits by technical team (Sept/Oct 2019)
- Pre-filing review of draft Proponent Environmental Assessment (PEA) and technical reports
- Pre-filing Outreach
 - 11 Agencies (USFS, Inyo/Mono Counties, USFWS, Caltrans District 9, Lahontan RWQCB, CDFW, LADWP, City of Bishop, CalFIRE)
 - 6 Tribes (Big Pine Piute, Bishop Piute, Lone Pine Piute-Shoshone, Timba-sha Shoshone, Utu Utu Gwaiti Piute, Kutzadika Piute)



Control-Silver Peak Project: Tentative CEQA Schedule

CEQA / CPUC Process Step	Approximate Schedule
Pre-Filing Process: Review Draft Proponent's Environmental Assessment	October 2019 – February 2019
SCE Submits Application and PEA	May 2020
CEQA Scoping – Public Scoping Meetings	June-July 2020
AB-52 Consultation with Native American Tribes	Ongoing from pre-filing
Prepare Draft EIR	June 2020 – May 2021
Release Draft EIR; Public Workshops	June-July 2021
Release Final EIR	September 2021
CPUC Decision	December 2021
Project Construction (if approved)	2022 thru 2025



Contact Information

- Billie Blanchard, CPUC Project Manager
Ivanpah-Control Project & Control-Silver Peak
- Email: Billie.Blanchard@cpuc.ca.gov
- Telephone: (415) 703-2837



**Thank you for the opportunity to present
the CPUC's CEQA Process and Upcoming Projects**

Questions?

Fact Sheet

Ivanpah-Control Project

Inyo, Kern, and San Bernardino Counties



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

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

Proposed Ivanpah-Control Project

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

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

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

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

The information presented here for Segments 1 and 2 is based on SCE's July 2019 PEA. SCE plans to submit a revised PEA in March 2020, clarifying its plans for Segments 3N, 3S, and 4. As a result, the Segment 3N, 3S, and 4 descriptions are brief. Descriptions of the five route segments follow.

Segment 1: Control Substation (Bishop) to Inyokern Substation

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

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

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

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

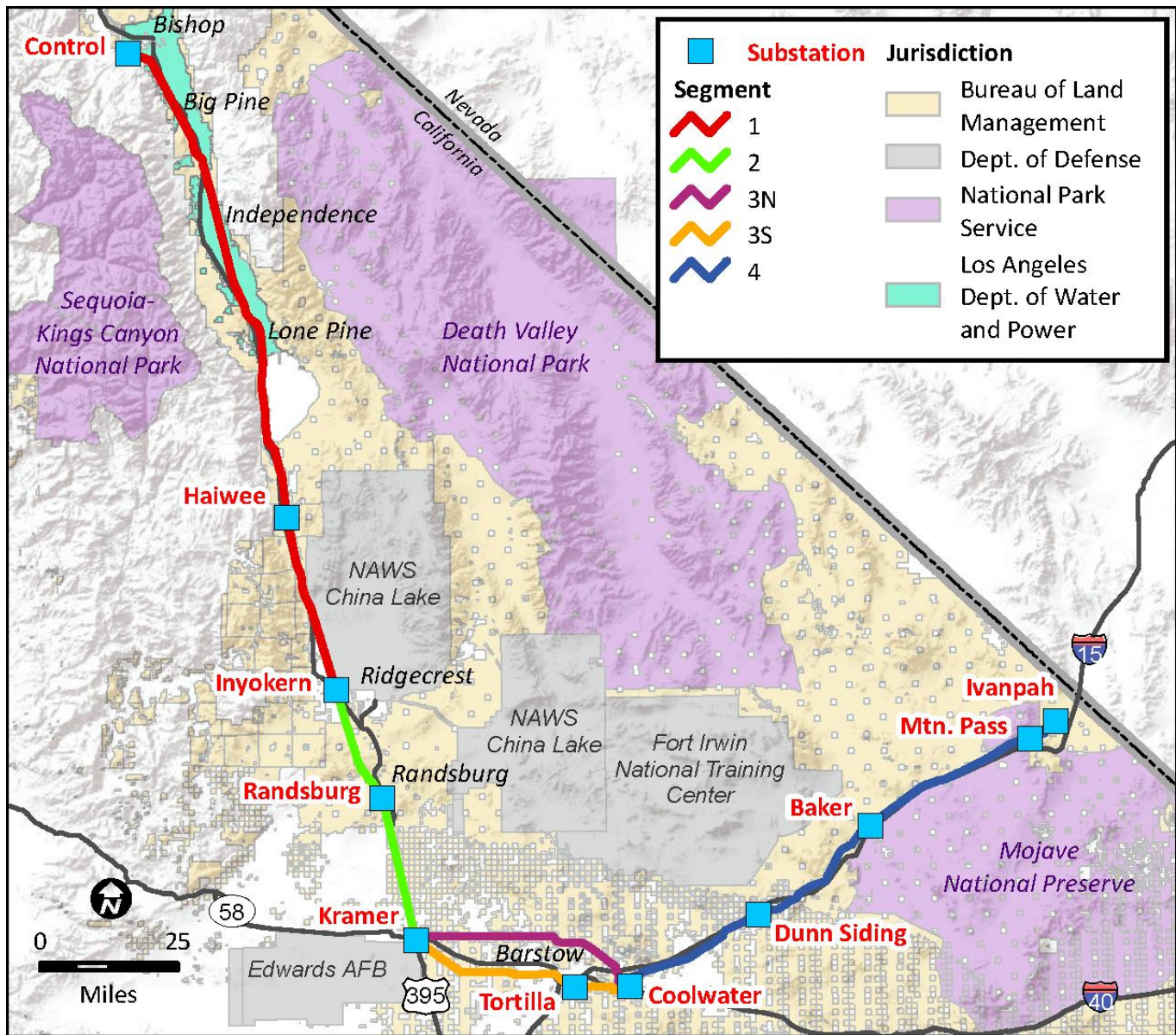


Figure 1. Ivanpah-Control Project Segments and Substations

Segment 2: Inyokern Substation to Kramer Junction

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

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

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

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

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

Replacement of Deteriorated Poles in Segments 3N and 3S

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

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

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

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



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

SCE's current plan for this segment is remove 47 existing structures and replace them with 47 wood H-frame or multipole structures, and to replace the existing conductor with ACCC conductor along the entire 44-mile length of the segment.

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

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

SCE's current plan for this segment is remove 45 existing structures and replace them with 45 new steel or wood structures. In addition, SCE plans to replace the existing conductor with ACCC conductor along the entire 44-mile length of the segment.

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

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

SCE proposes to remove 60 existing structures and replace them with 62 new structures, modify approximately 83 structures adjacent to the replacement structures, and install marker balls where appropriate.



Potential Alternatives to the I-C Project

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

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

The following alternatives were considered feasible by SCE in its July 2019 PEA, and will likely be modified in the Revised PEA (April 2020):

- **Full-Rebuild Concept:** This alternative would be the same for Segments 1 and 2 described above, but would also include removal and rebuilding of all structures in Segments 3N, 3S, and 4.

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

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

I-C Project Construction

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

- **Staging Yards:** SCE proposes to use a number of staging yards to support its construction activities, typically between one and five acres.
- **Work Areas:** At each pole site, a work area ranging from 1/4 acre to 3/4 acre would be required.
- **Access Roads:** SCE would use existing access roads (running along the entire transmission line) and spur roads (short roads to reach each tower from the access road), as well as public roads.

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



Schedule

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

Table 1. I-C Project Schedule

Project Activity	Approx. Date
SCE Filed Initial Application at CPUC	July 17, 2019
SCE Files Revised Application at CPUC	April 2020
CPUC Public Scoping	Mid-2020
CPUC Publish Draft EIR	Late 2020
CPUC Publish Final EIR	Early 2021
CPUC Project Approval	Mid-2021
SCE Construction Start	April 2022
Project Operational	June 2025

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

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

Email: Ivanpah-Control@aspeng.com

Telephone Message Line: (800) 535-2572



Fact Sheet

Control-Silver Peak Project

Inyo and Mono Counties

Southern California Edison (SCE) is proposing to rebuild components of the existing 55 kilovolt (kV) subtransmission lines between the Control Substation in Inyo County, and the Fish Lake Valley Metering Station in Mono County. SCE is also proposing to rebuild components along the subtransmission tap lines to the Zack Substation in Mono County and the Deep Springs Substation in Inyo County. The project is subject to review under the California Environmental Quality Act (CEQA).

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

SCE's Transmission Line Rating Remediation Program

The CPUC's General Order 95 (GO95) establishes transmission line safety requirements for California's regulated utilities. One of those requirements defines minimum clearance distances between powerlines (also called conductors) and the ground surface, depending on the voltage of electricity each powerline delivers.

SCE has studied its transmission system and has determined that certain older parts of the transmission system do not comply with this GO95 requirement. As a result, SCE is proposing to implement a Transmission Line Rating Remediation (TLRR) Program to correct the clearance problems. Conductor clearance can be increased by:

- Re-tensioning powerline to reduce the sag between towers;
- Installing taller poles to increase the clearance between powerlines and the ground; or
- Replacing individual poles.

SCE's goal is to remediate all discrepancies by 2025, as required by the North American Electric Reliability Corporation (NERC) Mitigation Plan.

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

SCE has identified these clearance problems on several of its desert transmission systems, including the 55 kV lines that comprise the Control-Silver Peak Project (Proposed Project).

Control-Silver Peak Project

The subtransmission system included in the Proposed Project extends approximately 42 miles from the Control Substation in Inyo County near the City of Bishop, to the Fish Lake Valley Metering Station in Mono County near the California-Nevada border. An additional 16-mile section runs from north central Inyo County through Chalfant Valley to supply power to the Zack Substation in south central Mono County, and an additional 2.4-mile section provides power to the Deep Spring Substation in northeastern Inyo County.

The Proposed Project includes rebuilding approximately 39 miles of the existing 55 kV subtransmission system (i.e., replacement of poles and conductor), with additional work on smaller portions of the remaining 21 miles of the alignment (e.g., addition of ground wiring). The major route segments are shown in Figure 1 and described below.

Segment 1

Segment 1 is 3.35 miles long and begins at the Control Substation, located approximately 5 miles southwest of Bishop near the intersection of State Route 168 (SR-168) and East Bishop Creek Road.

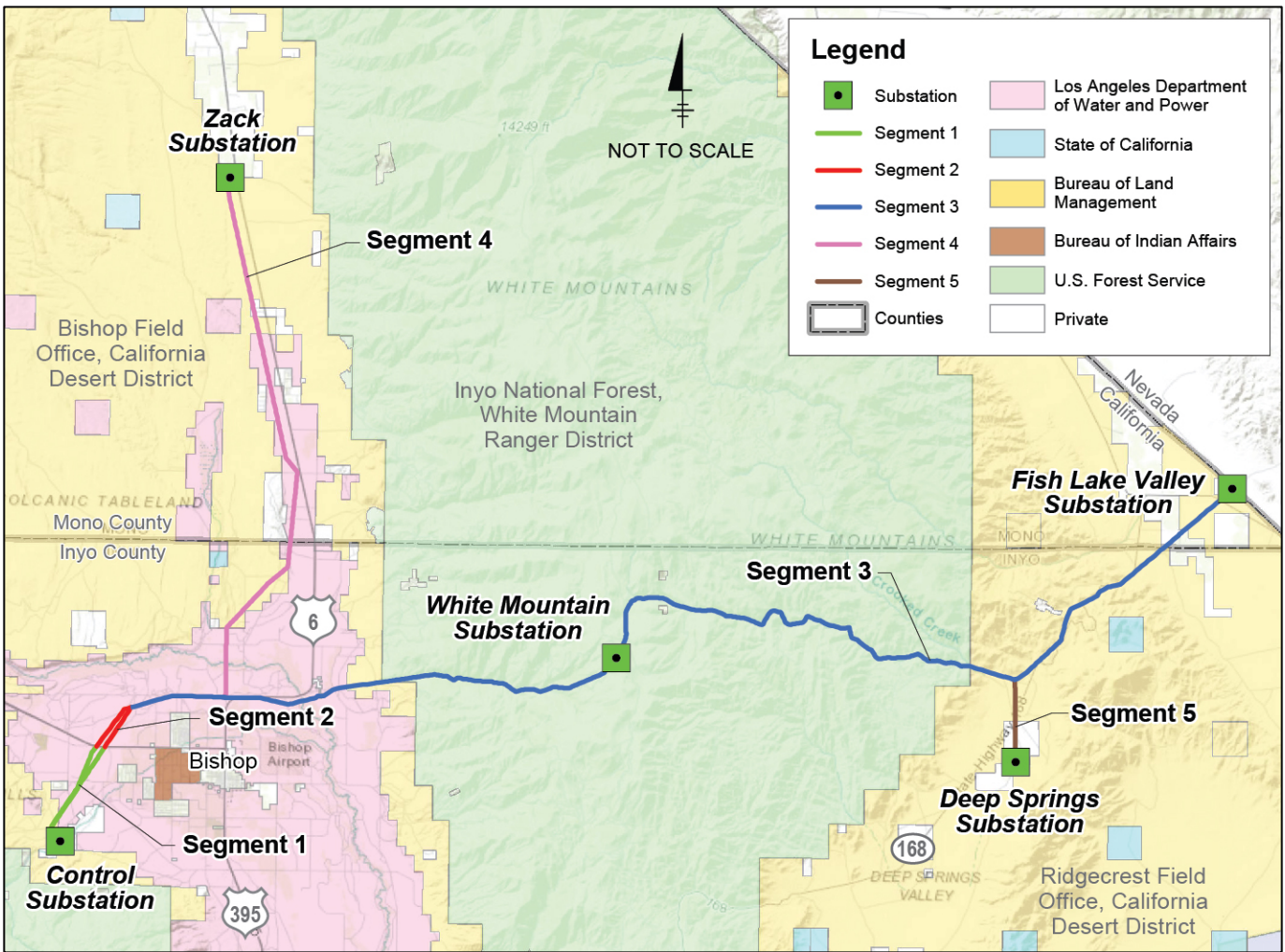


Figure 1. Control-Silver Peak Project Segments

Segment 1 runs northeast to the point where it intersects US Highway 395 (US-395), approximately 4.5 miles northwest of Bishop near the intersection with Ed Powers Road. It is primarily located on land administered by the BLM and the Los Angeles Department of Power and Water (LADWP) in Inyo County.

In Segment 1, no poles or structures would be installed or replaced. However, SCE would install overhead optical ground wire (OPGW) and/or fiber optic cable at the top of existing structures. SCE also would install underground fiber optic cable adjacent to and within the Control Substation. Underground fiber optic cable would also potentially be installed at transmission line crossings.

Segment 2

Segment 2 is 1.35 miles long and begins at the terminus of Segment 1 at US-395. Segment 2 runs

northeast to a point where its two parallel circuits “merge” southwest of the intersection of Riverside Road and Brockman Lane, about 3.5 miles northwest of Bishop. Segment 2 is primarily located on land administered by LADWP in Inyo County.

In Segment 2, SCE would replace the existing 49 single-circuited wood poles with 22 ductile iron (DI) and 3 tubular steel poles (TSPs). Heights of the new poles would range between 74 and 93 feet. New conductors would be installed on the DI poles and TSPs. Overhead ground wire (OHGW) or OPGW also would be installed along the tops of the replacement DI poles and TSPs. The two circuits in this alignment would remain on separate poles; however, the use of taller DI poles and TSPs would allow for poles to be located farther apart, reducing the quantity of replacement poles as compared to existing conditions.

Segment 3

Segment 3 is 37.3 miles long and begins at the terminus of Segment 2, and runs to the Fish Lake Valley Metering Station, located just west of the California-Nevada border, approximately 2 miles east of the community of Oasis. Segment 3 spans both Inyo and Mono Counties and is primarily located on land administered by the USFS, with portions crossing land under the jurisdiction of BLM and LADWP, as well as private lands.

In Segment 3, SCE would replace the two existing single-circuited 55 kV subtransmission alignments with one new double-circuited 55 kV subtransmission alignment. This would involve replacing the existing 1,508 single-circuit wood poles with 550 double-circuit DI poles, approximately 139 double-circuit TSPs, and 8 single-circuit TSP H-frames. Heights of the new poles would range between 50 to 106 feet. New conductors would be installed on the DI poles and TSPs. OHGW or OPGW also would be installed along the tops of the replacement DI poles and TSPs.

Similar to Segment 2, the use of taller DI poles and TSPs in Segment 3 would allow for poles to be located farther apart, reducing the quantity of replacement poles as compared to existing conditions. SCE also would install underground fiber optic cable adjacent to and within the White Mountain Substation and Fish Lake Valley Metering Station. Finally, marker balls would be installed on overhead wire where required by the Federal Aviation Administration.

Segment 4

Segment 4 is approximately 16 miles long and begins from a point along Segment 3 near US Highway 6 (US-6), at the intersection of Riverside Road and Five Bridges Road, about 2 miles north of Bishop. Segment 4 runs north through Inyo and Mono counties to the Zack Substation, which is located in Mono County between the communities of Benton and Chalfant Valley. The alignment itself is located between Fish Creek Slough and US-6. Segment 4 is located on land administered by the BLM and LADWP.

In Segment 4, no poles, structures, conductor or cable would be installed or replaced. Work in this segment would be limited to the lowering of distribution circuitry on two existing wood poles and updating relay settings at Zack Substation.



Segment 5

Segment 5 is 2.4 miles and begins from a point along Segment 3 near the intersection of Wyman Creek Road and SR-168, in Inyo County. Segment 5 runs south to Deep Springs Substation, which is located adjacent to Deep Springs College. Segment 5 is located on land administered by the BLM as well as private lands.

In Segment 5, SCE would replace eight existing single-circuited 55 kV subtransmission wood poles with new single-circuited DI poles ranging in height between 40 and 56 feet. Existing distribution conductors and appurtenances would be transferred from the existing to the new poles. Relay settings at Deep Springs Substation would be updated.

Project Construction

SCE proposes to build the Proposed Project within existing or new rights-of-way (ROW), easements, public ROW, and on existing SCE-owned property. However, SCE would need to acquire new authorizations from the BLM, USFS and possibly other federal and state landowners, and new or modified easements from private landowners, to accommodate the reconstructed subtransmission lines in some locations.

Key construction components for all segments would include:

- **Staging Yards:** SCE proposes to use a number of staging yards near the subtransmission alignment to support its construction activities, which would be between 1 and 10 acres in size.
- **Work Areas:** At each pole site, a work area ranging from approximately $\frac{1}{4}$ acre to $\frac{1}{2}$ acre would be required.



- **Access Roads:** SCE would use existing access roads (running along or near the entire transmission line) and spur roads (short roads to reach each pole structure from the access road), as well as public roads where feasible. Existing access roads would be improved in some areas to accommodate construction vehicles and equipment, particularly at stream crossings. New spur roads may be constructed.
- **Vegetation Removal:** During road rehabilitation and preparation of staging areas, vegetation would be trimmed or removed, as needed. Tree removals would occur in select locations.
- **Helicopter Use:** SCE would use helicopters to support construction activities where site conditions and topography preclude other means of access (e.g., worker and materials transport, pole removals and installations).
- **Construction Personnel:** SCE anticipates approximately 100 construction personnel working on a given day.

CPUC Pre-filing Process

In 2006, the CPUC issued the Executive Director's Statement Establishing Transmission Project Review Streamlining Directives. These Directives established pre-filing guidelines for applicants to follow if they opt to take advantage of the streamlining benefits of

the Directives. The Directives define actions to be taken by the CPUC's Energy Division staff during the process, including ongoing communication with the Applicant, identifying potential deficiencies in the draft Application, determining the appropriate scope of the project, and providing substantive comments on the Applicant's draft Proponent's Environmental Assessment (PEA).

In addition, the Directives require CPUC staff and the Applicant to consult with all relevant agencies to address permit requirements, project-related issues, and potential roadblocks during the Pre-filing Notification period. The CPUC encourages Applicants to engage in public outreach during this period.

SCE has opted to participate in the CPUC's "pre-filing process," which will provide CPUC staff and its consultant team with an opportunity to review a preliminary version of its Application.

Schedule

The anticipated schedule for the pre-filing process, CEQA process, and project construction is presented below.

Project Schedule

Project Activity	Approx. Date
SCE Submit Draft PEA (Pre-filing)	Oct 2019 - Feb 2020
CPUC Agency Outreach and Review of Draft PEA (Pre-filing)	Nov 2019 - Feb 2020
SCE File Formal Application at CPUC	Mar 2020
CPUC Publish Draft EIR	Feb 2021
CPUC Publish Final EIR	Aug 2021
CPUC Project Approval	Dec 2021
SCE Construction	Nov 2022
Project Operational	Aug 2025

For Additional Information on the C-SP Project, the Pre-filing Process, and the CEQA Process

California Public Utilities Commission
 Billie Blanchard
 Email: billie.blanchard@cpuc.ca.gov
 Telephone: (415) 703-2837

Horizon Water and Environment
 Jeff Thomas
 Email: jeff@horizonh2o.com
 Telephone: (510) 986-4054



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 17, 2020

FROM:

SUBJECT: Inyo County 2019 General Plan Annual Progress Report

RECOMMENDED ACTION:

Request Board accept and provide comments on the draft Inyo County 2019 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.

SUMMARY/JUSTIFICATION:

Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being presented to the Board of Supervisors for its review, comment and direction to send it to the California Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

As indicated in the draft APR, the General Plan is the County's constitution and guiding vision, and upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis with its many planning projects, and strives to include the public in the decision-making process. The County participated in a variety of planning activities in 2019, as identified in the APR. The County continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

2019 Highlights

The year 2019 brought a continuation in the uptick in building applications. The Building and Safety Department received and reviewed 509 building permits in 2019. Ninety-seven of these were also reviewed by the Planning Department for zoning and General Plan consistency. Among these, 20 were for housing units. Fourteen of the twenty were also finalized in 2019 (2 single-family homes, 11 manufactured homes and 1 accessory dwelling unit).

The Planning Commission had another busy year, as well. In 2019, 71 entitlement requests were brought to the Planning Commission for approval. This is 10 less than in 2018, but between 2017 and 2019 the number jumped from 19 to 81. Some of this increase was due to non-hosted short-term rental permits and conditional use permits for cannabis projects.

The Planning Commission and the Board of Supervisors also held workshops and hearings regarding: updates to the Cannabis Ordinances, updates to the Short-term Rental Ordinance, Dark Skies and possible lighting regulations, and the Olancho Cartago Corridor Study, as well as reviews and comments of Plans and policies proposed by other land management agencies operating in Inyo County.

Planning staff is asking the Board to review the General Plan Annual Report, provide comments and give direction to staff to send it to OPR and HCD.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Direct changes to the APR.
- Do NOT accept the APR.
- Return the APR to staff with direction.

OTHER AGENCY INVOLVEMENT:

State of California – OPR and HCD

FINANCING:

ATTACHMENTS:

1. 2019 General Plan Annual Progress Report

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 2/24/2020
Approved - 2/26/2020
Final Approval - 2/27/2020

General Plan Annual Progress Report 2019

County of Inyo



**Prepared by the Inyo County Planning Department
April 2019**

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Appendix A Government Code Section 65400

Appendix B Housing and Community Development Department Annual Element
Progress Report Forms

I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to OPR and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:
http://inyoplanning.org/general_plan/index.htm.

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to https://www.opr.ca.gov/s_planningassistance.php

Organization

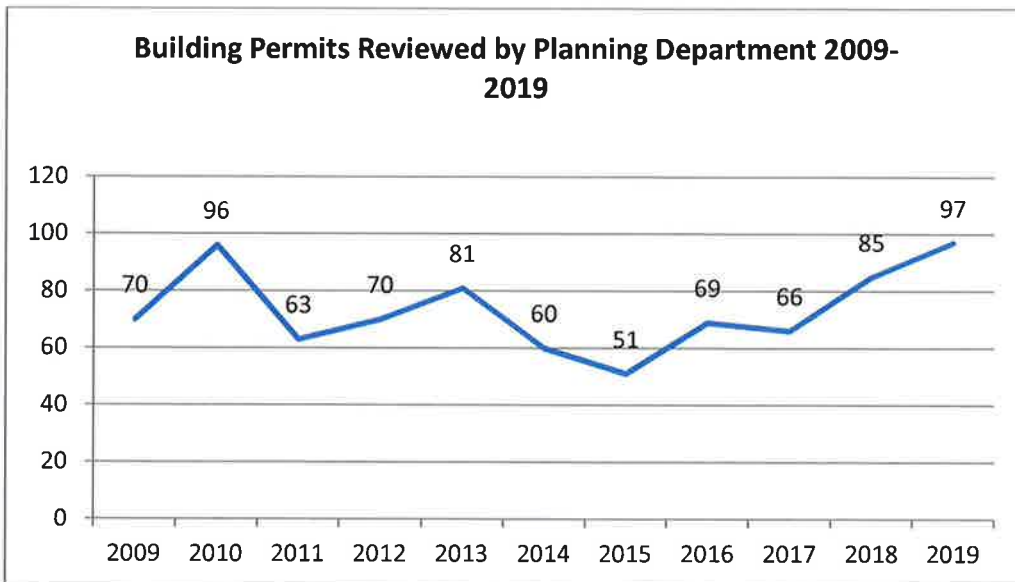
After this Introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

During 2019 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

Building Permits

The Department of Building and Safety issued approximately 509 building permits in 2019. Ninety-seven building permits were reviewed by the Planning Department for zoning consistency issues; 20 of these were for new housing units. Building permits were finalized for 2 new single-family homes (6 less than 2018), and 11 new manufactured homes (5 more than 2018) and 1 accessory dwelling unit.

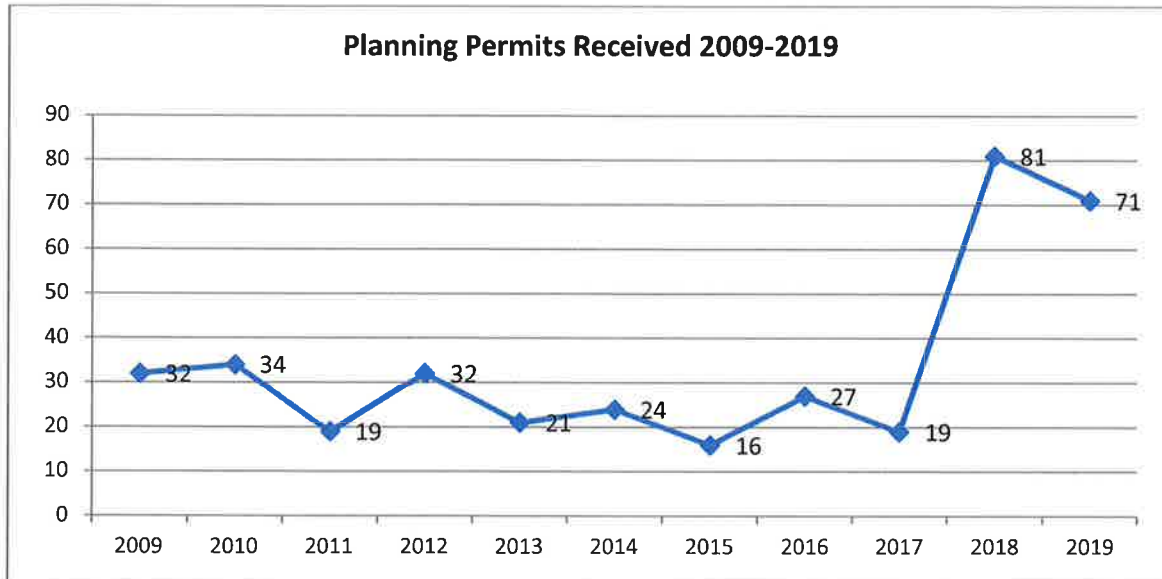


Planning Permits

The Planning Department processed a variety of planning permits during 2019, including conditional use permits (CUP), subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 21 Conditional Use Permits, and 3 Amendments
- 1 Tentative Parcel Map

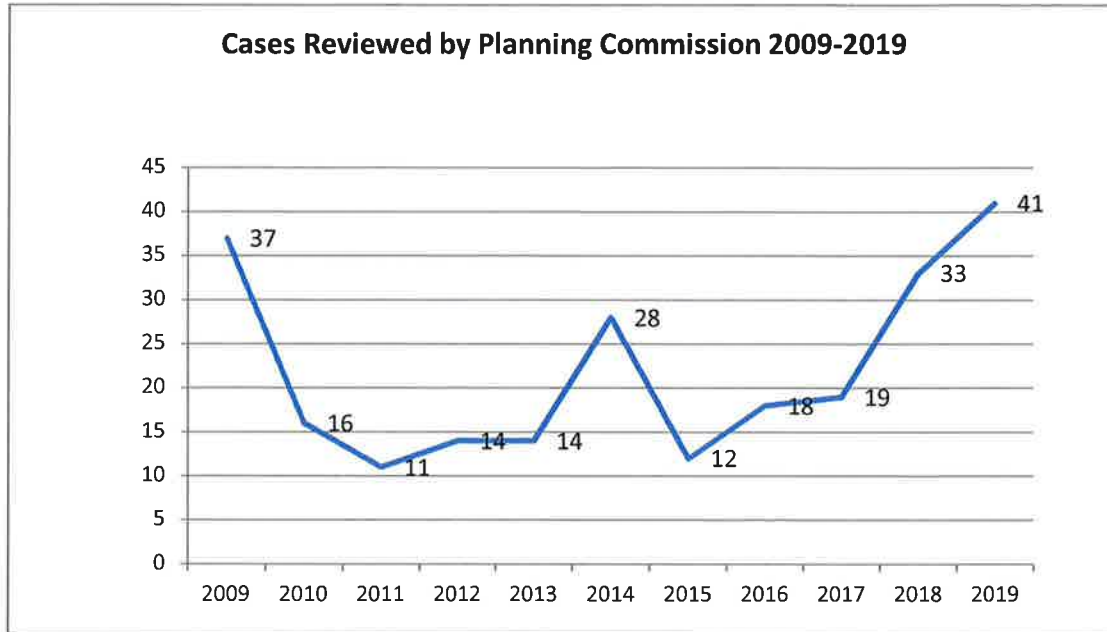
- 3 Lot Line Adjustment/Parcels Mergers
- 1 General Plan Amendment
- 2 Zoning Reclassifications
- 2 Zone Text Amendments
- 2 Appeals Planning Commission decisions to the Board of Supervisors
- 19 Hosted Short Term Rental Permits
- 13 Non-Hosted Short Term Rental Permits
- 2 Telecom Plan updates



In addition, 16 zoning violations were logged, continuing the significant increase that has been occurring since 2015.

During the past year, the Planning Commission agendas included the following application types:

- 11 CUPs, and 3 Amendments
- 1 Tentative Parcel Map, and 1 extension
- 1 General Plan Amendment
- 2 Zoning Reclassifications
- 2 Zone Text Amendments
- 2 Mitigated Negative Declaration; 1 Negative Declaration and 1 Addendum to a Mitigated Negative Declaration
- 2 Appeals of Planning Commission Decisions
- 14 Non-Hosted Short Term Rental Permits



In addition, the Planning Commission reviewed ordinances related to Cannabis activities, Short-Term Rentals, Hemp cultivation and the County’s mining program. They also reviewed the Olancha Cartago Corridor Study project and Dark Skies policy and possible regulation and various state and federal plans and policies. Of the projects reviewed by the Planning Commission, eight projects were also presented to the Board of Supervisors. The Lone Pine Architectural Design Review Board reviewed 2 design review projects in 2019, as well.

Projects Reviewed by the Planning Commission During 2019

In addition to the Ordinances reviewed by the Planning Commission, the following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

Conditional Use Permit 2018-06/Gilligan– The applicant applied for a Conditional Use Permit to install a manufactured home to house a caretaker on site. The project included: Installation of 1,080-square-foot antique furniture store and warehouse allowed by 18.44.020 Permitted uses. Upon completion of the store the manufactured home would be installed with utilities and placed on a permanent foundation. The Planning Commission approved the project.

Conditional Use Permit 2018-04/Simply Green – The applicant applied for a Conditional Use Permit to operate a retail cannabis establishment located at 1275 Rocking W Drive in the community of Bishop. The Planning Commission approved the project.

Conditional Use Permit 2018-08/PALs–The applicant applied for a Conditional Use Permit to applied for a CUP to operate a retail cannabis establishment located at 1367 Rocking W Drive in the community of Bishop. The Planning Commission approved the project.

Conditional Use Permit 2019-01/Shade Grown Farms – The applicant applied for a Conditional Use Permit to operate a commercial cannabis cultivation, under 5,000 square-feet, establishment located at 140 Agate Street in the community of Stewart Valley. The applicant has been approved by the Board of Supervisors for a ‘Cannabis Cultivation, under 5,000-square-feet’ License. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-04/Sign Development Inc. – The applicant applied for Conditional Use Permit for a new business and digital fuel station sign that is replacing an existing business and analog fuel station sign, which is located at 350 S. Edwards Street in the community of Independence. The sign was proposed to be electronic in nature, with digital displays of pricing for various grades of fuel. The Inyo County Code requires that electronic signs in the Central Business (CB) zoning, which is the zoning of this property, obtain a conditional use permit. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-05/Sign Development Inc. - The applicant applied for Conditional Use Permit for a new business and digital fuel station sign that is replacing an existing business and analog fuel station sign, which is located at 401 N. Main Street in the community of Lone Pine. The sign was proposed to be electronic in nature, with digital displays of pricing for various grades of fuel. The Inyo County Code requires that electronic signs in the Central Business (CB) zoning, which is the zoning of this property, obtain a conditional use permit. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-02/Sac Wireless-Verizon/Telecom Update 2019-01 Sac Wireless-Verizon - The applicant applied for Conditional Use Permit to construct a 100 foot Mono-pole tower. The Tower will have a pine tree façade housing nine 6 foot tall antenna and two 6 foot tall microwave antennas, at 950 Tu Su Lane in the community of Bishop. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-06/Grow 4 Gold Cannabis - The applicant applied for Conditional Use Permit for cannabis cultivation to be conducted on property located in Sandy Valley located approximately 45-mile SE of Pahrump NV. The property is 164-acres, 97-acres were proposed for cultivation. The project also included a 20,000-square-foot processing building for drying and packaging. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-09/Grow 4 Gold Hemp - The applicant applied for Conditional Use Permit for hemp cultivation to be conducted on property located in Sandy Valley located approximately 45-mile SE of Pahrump NV. The property is 164-acres, 97-acres were proposed for cultivation. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-10/Nanofarms - The applicant applied for Conditional Use Permit for cannabis cultivation to be conducted on property located in Sandy Valley located approximately 45-mile SE of Pahrump NV. The project proposed 85-acres for cultivation. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2019-13/Hunt & Ace - The applicant applied for Conditional Use Permit for storage of propane products under ICC 18.56.04. This project proposes to place

a 30,000-gallon liquid propane gas (LPG) tank on the North-East portion of a 1.95-acre parcel of property. This tank would serve as a primary storage tank for customer deliveries in the Bishop area. The Planning Commission approved the project.

Amendment to Conditional Use Permit (CUP) 2005-04/MASON - The applicant had operated a kennel at the proposed location for many years under the approved conditional use permit. She is requested an amendment to her conditional use permit, which was required to change the kennel's operator and to house up to a maximum of twenty-five (25) at any one time. The Planning Commission approved the project.

Variance 2019-01/Starrenburg – The applicant applied for a variance for a single-family dwelling to encroach 9-feet into the required 20-foot side yard setback for a property zoned Rural Residential (RR), and located at 557 Sunset Drive, in the Alabama Hills, Lone Pine. The Planning Commission approved the project.

Tentative Parcel Map No. 420/Pine Creek Ranches - The applicant proposed to subdivide an approximate 121-acre lot into 2-parcels one consisting of 12.9-acres and the other (remainder) approximately 108-acres. This subdivision request also required a Zone Reclassification and General Plan Amendment to meet the minimum lot size and density requirements. The Planning Commission approved the project.

Extension of Tentative Parcel Map No. 413/Sorrells - The applicant applied for a one-year extension to their approved Tentative Parcel Map (TPM) #413/Sorrells, as allowed by Inyo County Code Section 16.20.110. The project allows for the subdivision of a 225.04 acre parcel of land into 4 parcels plus a remainder. The project is located in the community of Shoshone. The Planning Commission approved the project.

Telecom Plan Update 2019-02/ Sprint – The applicant applied for approval of a Wireless Communication Plan (Telecom Plan) as required by Inyo County Code Section 18.76. The Telecom Plan covers 3 sites. 2 sites, located in Bishop and near Olancha, are already operational, allowed by previous approvals from Inyo County and the City of Bishop, but have not previously been identified as operated by Sprint through the Telecom Plan process. The other site is a proposed co-location on an existing telecommunications tower owned by SBA Communications and located at 20 Gill Station Road at Coso Junction. The Planning Commission approved the project.

Telecom Plan Update 2019-01/Sac Wireless-Verizon

The applicant applied for approval of an update to a Wireless Communication Plan (Telecom Plan) as required by Inyo County Code Section 18.76. This updated Verizon's existing Telecom Plan with a 100 foot Mono-pole tower located in the community of Bishop.

General Plan Amendment 2018-05/Pine Creek Ranches and Zone Reclassification 2018-11/Pine Creek Ranches - This was part of a subdivision request that required a Zone Reclassification and General Plan Amendment to meet the minimum lot size and density requirements. The applicant is requested Rural Residential with a 10-acre minimum (RR-10) and a General Plan designation of Residential Ranch (RR) with a one-dwelling unit per ten-acre density requirement. The Planning Commission provided a recommendation to the Board to approve both the zone reclassification and general plan amendment and the Board subsequently

approved them.

Zone Reclassification 2018-10/Jellison - The applicant is applied to change the Zoning Designation on a property, located at 2476 and 2478 Dixon Lane Bishop. The applicant requested the Zoning Designation of Single Residence or Mobilehome Combined, with a 7,200 square foot minimum (RMH-7200) from Multiple Residential 2-units (R2). The existing General Plan designation was consistent with the proposed Zoning designation and did not change. The proposed zoning was consistent with the current use on the parcel (a single family residence and an accessory dwelling unit). The applicant had applied for a Hosted Short-Term rental at this property, which is allowed in the RMH zoning, but not in the R2 zoning. The parcel was a previous spot zone. The Planning Commission provided a recommendation to the Board to approve both the zone reclassification and general plan amendment and the Board subsequently approved them.

Zone Text Amendment 2019-01/Inyo County – Commercial Cannabis – The County proposed to amend sections of the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to amend and add definitions and to adjust a procedural requirement related to Commercial Cannabis Activities. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Zone Text Amendment 2019-02/Inyo County Cannabis Updates – The County proposed to amend sections of the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code to add sales of cannabis exclusively by delivery, with the licensed premises being closed to the public to Commercial Cannabis Activities in the General and Heavy Commercial and the Light Industrial Zones. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Mitigated Negative Declaration/Initial Study (MND/IS) for the Walker Creek Road Bridge Replacement Project - Inyo County Public Works Department presented a Mitigated Negative Declaration/Initial Study (MND/IS) for the proposed Walker Creek Road Bridge Replacement Project, which would involve the replacement of County Bridge 48C0039 with a new bridge and would close the existing bridge to public vehicular traffic. The proposed project would also include the realignment of Walker Creek Road as it approaches the bridge in either direction. The bridge is located approximately 1.5 miles south of Olancho, California. The Planning Commission Certified the CEQA document.

Mitigated Negative Declaration/Initial Study (MND/IS) for the Carroll Creek Road Bridge Replacement Project - Inyo County Public Works Department presented a Mitigated Negative Declaration/Initial Study (MND/IS) the proposed Carroll Creek Road Bridge Replacement Project, which would involve the replacement of County Bridge 48C-0011 with a new bridge and would decommission the existing bridge. The proposed project would also require the realignment of Carroll Creek Road as it approaches the new bridge in either direction. The bridge is located approximately 9 miles south of Lone Pine, California. The Planning Commission Certified the CEQA document.

Negative Declaration for the Inyo County Regional Transportation Plan - Inyo County Local Transportation Commission requested that the Inyo County Planning Commission consider approval of a Negative Declaration for the Inyo County Regional Transportation Plan. The Planning Commission

approved the Negative Declaration of Environmental Impact.

Addendum to Mitigated Negative Declaration/Initial Study (MND/IS) for CUP2013-03/Southern California Edison Service Center - requested an Addendum to the Mitigated Negative Declaration of Environmental Impact prepared for CUP 2013-03/SCE Service Center in order to obtain an encroachment permit from Cal Trans District 9. The encroachment permit is necessary to meet conditions of approval put on the project requiring the applicant to work with Cal Trans on improvements to Highway 168 to provide a left hand turn lane. The Planning Commission approved the Addendum.

Board of Supervisors Appeal of Planning Commission Decision/Lozito – The appellant appealed the Planning Commission’s decision to approve a non-hosted short-term rental in the community of Aspendell. The Board of Supervisors denied the appeal upholding the Planning Commission’s approval.

Non-Hosted Short-Term Rental Permit No. 2018-02/Moberley - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of west Bishop. The permit was required for the applicant to begin renting residential space for periods of 30-days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-14/Tracy– The applicant applied for a non-hosted short term vacation rental permit, located in the community of Starlite, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit 2018-16/Sheldon - The applicant has applied for a Non-Hosted Short Term Rental permit for their residence located in the Alabama Hills neighborhood of the community of Lone Pine, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit No.2018-17/Wilson - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Aspendell, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-13/Ary - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Lone Pine, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-07/Jellison - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Bishop, Inyo County,

California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit 2018-15/Davidson - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Lone Pine, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-18/Seiter - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Lone Pine, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-01/Cummings - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Keeler, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-02/Kolker - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Bishop, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-04/Freis - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Bishop, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-07/Lozito - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Aspendell, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-03/Kemp - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Independence, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2019-08/Leonard - The applicant applied for a Non-hosted Short Term Vacation Rental permit, located in the community of Lone Pine, Inyo County,

California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less, and to achieve compliance with Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2019.

Cannabis – In 2016, the California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019. Also, during 2019 the county worked on updates to its cannabis regulations in reaction to what staff and applicants experienced during the first round of licensing and CUPs.

Dark Skies – Lighting – In the 2002 update of the County’s General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County’s zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into 2019. Staff reviewed existing state regulations and held several workshops with the Planning Commission and Board of Supervisors.

Short-term Rentals – In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals

in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff.

Community Plans for Charleston View/Tecopa/Shoshone – Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County will continue to try to identify and pursue grants for environmental analysis and implementation of the Plans.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county will research grants and various programs to implement the opportunities identified in the Study.

Inyo National Forest Plan Revision – The County participated extensively in development of the 2012 Planning Rule for the National Forests and was instrumental in ensuring that coordination with local government was included in the Rule's requirements. The Inyo National Forest was selected to be an early adopter of the new rule, and the County has been working with the Forest Service in developing the new Plan. The County and the Forest Service worked for several years to develop a MOU to guide coordination, which was approved in 2014. The County reviewed numerous documents and provided input in 2016 and in particular the draft Environmental Impact Statement (EIS) and draft Plan Revision. The County reviewed the Draft Finals of the Inyo National Forest Plan Revision and EIS during 2018 and provided two objections related to wilderness designations. The County participated in the Objection meetings in 2019 and worked with other interested parties on compromises to proposed wilderness areas. The Forest Plan Revision was adopted in 2019.

Desert Renewable Energy Conservation Plan (DRECP) – The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General

Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2019.

Motorized Vehicle Management in Western Mojave Planning Area (WEMO) – The County is participating in development of this plan as a Cooperating Agency, which proposes a plan amendment and alternatives covering the management of motorized vehicles on public lands in the Western Mojave area. The County reviewed and submitted comments to the BLM for the Draft EIS in 2015; BLM subsequently reopened the comment period in late 2015 and 2016, and the County did not provide any additional input. In April of 2018 the BLM released the West Mojave Route Network Project – Draft Land Use Plan Amendment and Supplemental Environmental Impact Statement. The County reviewed these documents and provided comments that related to specific routes located in Inyo County. The BLM was open to the county's comments and updates were made to various routes based on the county's comments. The WEMO was adopted in 2019.

West-wide Energy Corridors – This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The County will continue to monitor and comment on the Regional Reviews Draft and Final reports as they become available.

Saline Valley Plan – Death Valley National Park (DVNP) has embarking on a management plan for the warm springs in Saline Valley. An active user group utilizes the springs, which have been extensively altered from their natural state and now include concrete pools and other infrastructure. The Plan is intended to address the springs and nearby lands, which were not included in the Park's Management Plan due to their sensitivity. In 2012, the County entered into an MOU with the Park, including memorializing the County's cooperating agency status for the Plan and related EIS. The County continues to participate in the development of the management plan and EIS. In May 2018, DVNP released the Saline Valley Warm Springs Management Plan and DEIS and the County provided comments, specifically on the Preferred Alternative. The county continued to be involved in DVNP's planning process throughout

2019 and provided comments on the documents as they were developed. The Saline Valley Plan was adopted in 2019

Census 2020 – California Complete Count - Every 10 years, the U.S. Census conducts a nationwide population count. A complete and accurate count of the population is essential to all levels of government because the data collected by the Census determines the number of seats each state has in the U.S. House of Representatives; effects local elected officials' district boundaries; and, is also used to distribute billions of dollars in federal funds to local communities. In order to support the 2020 Census effort the State of California made funds available to Counties in 2019 to help plan for and implement a strategy to reach populations that are considered "hard-to-count". According to the State, these populations include, but are not limited to:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans/Pacific Islanders
- Middle-Eastern North Africans
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Seniors
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

The County has people who can identify with most of these groups and was awarded a grant to participate in the program. A Strategic Plan and Implementation Plan have been prepared for 2020 Census outreach and some outreach began at the end of 2019.

Senate Bill 2 (SB-2) Planning Grant for Affordable Housing - SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a 'small county' with regard to the SB2 funding allocations, the award was \$160,000. The County advertised a Request for Proposals for this work during 2019 and one consulting firm submitted. The work on this project will begin as soon as the final contract is in place with the State.

Haiwee Geothermal Leasing Area (HGLA) - A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A

supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was prepared primarily to update both documents to be consistent with changes to land use designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019.

Owens Valley and Haiwee Pump-back Storage Projects - During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County will continue to monitor this proposal and provide comments at each opportunity.

Mining – Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019.

Brownfields Grant – In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2019.

Yucca Mountain Repository Assessment Office – Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final

Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2019 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program.

Tribal Consultation Policy – In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

Coso Hay Ranch Water Export Project – The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2019.

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project – The CGR Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse facility. The County continues to monitor implementation, and issued building permits for components of the proposed facilities in 2019.

Crystal Geyser Olancha Bottling Plant Water Quality Investigation – The Lahontan Regional Water Quality Control Board is investigating unpermitted arsenic discharges from CGR's water bottling plant in Cartago. The County coordinated with the Water Board to conduct two public meetings regarding the investigation in 2016, as well as responding to the Grand Jury's findings regarding the issue. The County continues to monitor this situation.

North Sierra Highway Corridor/Specific Plan – In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion.

Sol Smart – Through the Department of Energy's Sun Shot – Roadmap, Inyo County

deployed a program to encourage small solar energy systems and energy efficiency for local residents and businesses. The County developed an expedited permitting process for small-scale solar energy systems and institutes a small-scale solar-friendly zoning ordinance. In cooperation with Southern California Edison (SCE), the County updated its General Plan to incorporate energy efficiency goals, policies, and implementation measures. Also in cooperation with SCE, the County has prepared an Energy Efficiency Revolving Loan Fund program, and is seeking seed funds to implement. Through these programs, Sol Smart, a program funded by the U.S. Department of Energy Sun Shot Initiative, has recognized Inyo County as second in the nation for taking important first steps to encourage solar energy for homes and businesses. The County is still participating in the Sol Smart program.

DWP Solar Ranch – The County is monitoring DWP’s Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the two locations and in 2013, DWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

Zoning Code/General Plan Update – The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Willdan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission’s and Board of Supervisors’ input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is anticipated in 2019.

Endangered Species Coordination – The County has been monitoring the US Fish and Wildlife Service’s endangered species listing work program. Most recently this included proposals for listing of various species of Joshua Trees.

Property Assessed Clean Energy Program (PACE) – During 2016 and 2017, the County evaluated the feasibility of participating in PACE, which provides alternative financing homeowners and businesses for renewable energy, energy efficiency, and other authorized improvements. PACE providers are coordinating with the Tax Collector and Auditor to assist in determining if the County should proceed.

Public Lands – The Board is investigating public lands issues in the County, including, but not limited to, the following: (1) County gravel pits along Saline Valley Road; (2) Wilderness Study Areas; (3) Surprise Canyon and the Amargosa River; (4) Death Valley National Park land and boundary adjustments; (5) Land tenure and potential releases of public lands; (6) Inyo County road rights-of-way on federally-managed public lands; and, (7) New federally-managed lands designations. Subtopics that could be explored through the effort include recreation, sustainable economics, and community development. The Board considered a scope of work to evaluate these issues, and directed staff to continue its efforts in 2019.

Quadstate Local Government Authority – The County joined this body in 2010, which was established in response to issues surrounding the desert tortoise. The authority is guided by a Joint Powers Agreement, and includes counties in Arizona, Utah, Nevada, and California. The organization is active regarding numerous issues relevant in the desert southwest, in addition to the tortoise. The county continues to participate in Quadstate.

Inyo County Consolidated Office Building – The County continued, in 2019, to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation, and possibly an Adult Education Center. The County has been considering a consolidated office building for about 20 years. In 2018, the Chair of the Board signed an agreement with a developer who will design and build the consolidated office building. A lease agreement has been entered into and ground breaking for the project is March 6, 2020 with completion expected in spring 2021.

2020 Regional Transportation Improvement Program – This project involved the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five year funding cycle. The development of this program required local and regional coordination. This program was approved by the Inyo County Local Transportation Commission in December 2019. The Statewide Transportation Improvement Program (STIP) has been implemented on an ongoing basis by Caltrans, County, and City of Bishop. Going into 2021 the priorities remains 1) construction phase of the 395 Olancho Cartago 4 Lane Project, 2) design of the SR 14 Freeman Gulch Segment 2 Project, 3) environmental & P,S&E phases on Lone Pine Town Rehab Project and the East Line St. Bridge Project.

South Lake Road Reconstruction – This project was voted (approved) by the California Transportation Commission in October of 2019. This project will reconstruct South Lake Road between SR 168 and South Lake and add bicycle lanes on the lower 2.1 miles of roadway. The County, in partnership with the Federal Highway Administration, completed a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. The Design component of this project was initiated in 2017. It went to bid in the fall of 2019. The contract was awarded in January 2020 and is on schedule to start construction in spring 2020.

Regional Transportation Plan (RTP) – This project involved the development and selection of transportation projects that are then eligible to be programmed in specific amounts and program years in the Regional Transportation Improvement Program. The RTP is intended to be a fiscally constrained planning document for the 2019-2039 period. The RTP is updated every four years. The development of this plan required local and regional coordination. This plan was approved by the Inyo County Local Transportation Commission in October 2019.

Inyo County Active Transportation Program Plan – In response to the MAP-21 Federal Reauthorization and the California Active Transportation Program, Inyo County entered into a

contract with a consultant to draft an Active Transportation Program (ATP) Plan and held public outreach meetings. A draft ATP was released during late in 2015 for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The Draft ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

In 2018 Inyo County submitted applications for several competitive ATP Cycle 4, 2019 Grants. One of the three submissions was successful. The California Transportation Commission has awarded funding for the “Lone Pine Sidewalk Construction and ADA Improvement Project.”

Eastern Sierra ATV Adventure Trails System Project – The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The County reached an agreement with the City of Los Angeles Department of Water and Power (DWP) to open the remaining four routes in December 2016. The pilot program is designed to test the extension of combined use routes from the existing law’s three mile limit to a longer ten mile limit. An update hearing before the Board of Supervisors was held in December and a final report was sent to the California Legislature in December as required by the law. The Legislature has extended the pilot program for another five year period now expiring January 1, 2025.

Local Road Safety Plan (LRSP) – The Local Transportation Commission (LTC) received in 2020 a grant to complete a local road safety plan. The 2022 cycle of Highway Safety Improvement Plan (HSIP) grants will require an LRSP as a pre-condition. The LTC will develop this safety document to identify potential highway safety improvements in the City of Bishop and County of Inyo.

Highway Safety Improvement Plan (HSIP) - Inyo County Public Works received an HSIP grant to add fog-line and center-line striping at various locations throughout southern Inyo County.

Bishop Airport Layout Plan and Narrative – The County received a grant to update the Bishop Airport Layout Plan and Narrative in 2014. Several public meetings were held and work to complete a Phase I and II of a passenger traffic study was done. The Airport Layout Plan and Narrative is completed and with the FAA for final review/approval.

Lone Pine-Death Valley Airport Layout Plan and Narrative – The County received a grant to update the Lone Pine-Death Valley Airport Layout Plan. Final submittal to the FAA will occur by end of Quarter 1, 2018 and FAA approval is expected by end of Quarter 2, 2018.

Inyo-Mono Integrated Regional Water Management Plan (IRWMP)

The ICWD participates in this collaborative body made up of public, private and not-for-profit entities, including Inyo and Mono counties, the town of Mammoth Lakes, tribes, water districts, and community service districts. The group consists of 32 voting members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” A Phase II Inyo Mono IRWMP was completed in 2012, which was again revised in 2014. In January 2016, DWR awarded the Inyo-Mono IRWMP \$1,816,943 for various projects in the region, including funding of \$280,234 to Inyo County for a project titled “Recycled Water for Restoration and Community Projects in Big Pine” to examine the feasibility for using water from the waste water treatment plant operated by the Big Pine Community Service District for projects in Big Pine. The feasibility study was prepared by R.O. Anderson, LLC and proposes to treat wastewater to supply a LADWP mitigation project east of town, in trade for an equal supply of fresh water for town use. The feasibility study and engineering design was completed in 2019, and a CEQA draft Initial Study was produced. The CEQA study included a cultural resources survey, which was recommended by the Big Pine Paiute Tribe during Tribal Consultation. A pedestrian survey was conducted, which located and documented significant cultural resources at the mitigation site. Given the finding, RO Anderson recommended undertaking additional archeological work to understand the extent of the resources found during the surface survey. Also recommended was the development of an EIR rather than the expected Initial Study with Negative Declaration or a Mitigated Negative Declaration. The cost of the elevated cultural survey and environmental analysis were beyond the scope of the grant, with costs that far exceeded the grant funding. The project cannot proceed without new funding to complete the additional work.

Inyo/Los Angeles Long Term Water Agreement

The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to litigation between the County and Los Angeles concerning the operation of Los Angeles’s second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated. Joint activities conducted by the County and Los Angeles include annual planning of water management activities, implementation of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement’s goals. Specific activities undertaken during 2017 include management of historically high runoff conditions, evaluation of conditions in an area previously impacted by groundwater pumping, development of a plan for testing the environmental and hydrologic effects of a well that Los Angeles modified to withdraw water only from deeper aquifer zones, and ongoing monitoring of phreatophytic vegetation conditions on Los Angeles’s land throughout the Owens Valley floor.

Lower Owens River Project (LORP)

The LORP is a mitigation project under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project is compensatory mitigation for impacts

considered difficult to quantify or mitigate directly. Thirteen years into the project, the goals of the LORP – to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species are in part being met. An evaluation of the LORP can be found in the found in the 2019 LORP Annual Report:

www.inyowater.org/wpcontent/uploads/2020/01/2019_DRAFT_LORP_ANNUAL_REPORT-reduced-1.pdf). The river-riparian areas have greened up considerably, but the rate of development of a willow and cottonwood forest has been far below projections. Instead of the projected doubling of tree canopy, the project area has experienced a net reduction in acres of forest canopy. Forests provide habitat for specific bird species, many who have not been found in the project area, and whose presence is an indicator of project success. Bulrush and cattails line much of the project's wetted areas and are in many areas limiting recreational access, encroaching on ranch pasture, and occupying land where tree willow might otherwise established. In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On numerous occasions this situation has led to fish kills. However, the fishery has proven to be resilient—recovering after water quality returns to normal. The extreme snow runoff in 2017 imposed unusual conditions on the LORP. The EIR prepared for the LORP (2004) prescribes a baseflow of not less than 40 cubic feet per second (cfs), plus an annual habitat flow of up to 200 cfs that is indexed to runoff. Due to extremely high runoff, Los Angeles used the LORP as a conveyance for surplus water and river flows peaked at 326 cfs and exceeded 200 cfs for approximately one month in mid-summer. These high flows resulted in a fish kill as described above and appeared to move significant dissolved organic matter through the river system. Another consequence of these extreme flows, an experiment in planting trees was flooded out and most of the newly planted trees killed. Surveys completed in August 2018 found a significant increase in populations and spread of the noxious weed *Lepidium* due to mobilization due to floodwater. ICWD and Inyo/Mono Agricultural Department are engaged in cooperative planning to control further spread of the weed.

Owens River Water Trail (ORWT)

The County applied for a grant from the CA Natural Resources Agency (CRA), for an Owens River Water Trail, which would open up more than 6 miles of river channel east of Lone Pine. The grant criteria were two-fold; create new opportunities for recreation and improve environmental condition. The section of river chosen for the ORWT was identified in the preferred LORP Recreation Plan as suited for this purpose. This stretch of river is mostly open, but is occluded in areas that developed tule blockages under low-flow conditions (1906-2006). These blockages were not breached prior to the release of the LORP flow. On July 19, 2016 the County was notified that they had been selected by CRA to receive a \$500,032 award to build the trail. An additional award of \$110,000 has been offered the County by the CA Department of Boating and Waterways. These funds would pay for design, engineering, and permitting for improvement at the launch and take-out facilities. LADWP funded the development and production of an EIR, which was completed in 2019. The CEQA document will be certified in 2020 and a long-term lease sought from LADWP to allow the development of water entry and exit points that are located on LADWP owned lands.

Mitigation Projects

One of the key roles of the ICWD is to assist with, monitor, and report on the implementation

and ongoing management of 64 Environmental Projects and Enhancement/Mitigation Projects, which are LADWP obligations in the Owens Valley. These mitigation projects include civic improvement, revegetation, wildlife enhancement, habitat recovery, and the LORP. These projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997 MOU; and projects developed subsequently. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their status, as well as other useful information can be found in the Inyo County Water Department's webpage www.inyowater.org/mitigation.

In 2017, Los Angeles and the County worked on a joint assessment of the status of mitigation projects and other activities mandated under the Agreement. Inyo County and LADWP agreed on the status of all but four of the mitigation projects, and one of the other mandated commitments. Of the 64 mitigation projects, the County and Los Angeles agreed on the status of all but three projects. In Inyo County's assessment, 48 projects were either complete or implemented and ongoing, and 16 projects were either implemented but not meeting goals or not fully implemented.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin (Basin) includes Owens, Chalfant, Hammil, and Benton valleys, and initially, Inyo County, Mono County, City of Bishop, and the Tri Valley Groundwater Management District were designated as individual GSA's. In 2018, the four agencies withdrew as GSA's to allow the Owens Valley Groundwater Authority (OVGA) to become the exclusive GSA for the Basin. Seven additional Community Service Districts (CSD) also elected to become members of the OVGA. As a relatively young agency, the OVGA undertook several administrative actions in 2019 including: formalized the staffing structure and approved service contracts with Inyo County, Mono County, and City of Bishop; approved contracts for fiscal audit and insurance services; revised the GSP development budget to accommodate the new staffing structure and an award of a grant to prepare the groundwater sustainability plan (GSP) for the Basin; obtained an advance payment on the grant; modified the Board composition by terminating the memberships of Starlite CSD following an adjustment to the Basin boundary and of Keeler CSD at their request; established a subcommittee to develop the public engagement process required by SGMA; and adopted a mission statement for the OVGA.

The Basin initially was designated as medium priority which requires that groundwater must be managed by a local GSA in accordance with an approved GSP. Work to prepare the GSP by staff and the consultant, Daniel B. Stephens and Associates, began in earnest in early 2019. The Basin boundary adjustment triggered a re-evaluation of the Basin priority by the Department of Water Resources which released a draft report in April 2019 designating the Basin as low priority. Under SGMA, low priority basins are not required to be managed by a GSA. Much of the work on the GSP was slowed pending a final decision on the priority and a decision by the OVGA whether to complete the GSP. Following several months of uncertainty, several members of the OVGA announced in October that regardless of the basin status, the agency should proceed with development of the GSP. However, some members were still

considering whether to continue their membership should the basin be designated as low priority. Work on the GSP, specifically the components to acquire and review existing hydrologic data and documents, to describe the basin hydrology, water balance, and groundwater dependent ecosystems, and the public engagement plan was resumed and accelerated following the OVGA members' decision. The designation of the basin as low priority was finalized in December 2019.

Rovana Wastewater Treatment Plant – The State Water Resources Control Board is requiring that the operator of the Rovana Wastewater Treatment Plant hire a full-time employee to run the system, which would substantially increase costs to renters in the Village. The County requested that the Water Board and others support alternatives to maintain affordable housing opportunities in Rovana.

Local Agricultural Study – The Agriculture Department worked with a consultant to complete a study aimed at quantifying the value of local agriculture to our economy. This study was completed in 2017 and provides more in-depth analysis than the gross production value that is presented in the annual Crop and Livestock Report. Areas of analysis include comparison to other local industries, valuation of industries reliant on or linked to agriculture, economic ties between Inyo and Mono Counties, number of jobs maintained by this industry, economic contributions by crop and land ownership, a valuation of taxes generated by this industry, and estimated value of ecosystem services provided by agricultural producers. This report continues to provide valuable information to the County. The Agriculture Department also continued to provide an annual pesticide seminar in 2018 that focuses on the safe and effective use of pesticides and alternatives to using pesticides in agriculture production.

III. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government

- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2018, the County worked with the US Forest Service, BLM, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities

are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction. During 2019, the County completed the Olancha Cartago Corridor study.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2019.

Housing Element

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2014, the County updated the Housing Element, which was certified by HCD. Preliminary data indicate that in 2019 fourteen new units were produced, and that construction began on a significant number of new units.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County is also working to update the Zoning Ordinance, which incorporates new State zoning requirements regarding housing.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancha-Cartago Four-Lane project and began a corridor study for the area proposed to be abandoned. Several major road projects were underway in 2019, including the design of two bridge replacement projects and South Lake Road located west of Bishop.

The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2016 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2016, the County approved the Inyo County Active Transportation Plan (ATP), which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. An update to the Regional Transportation Plan (RTP) is required every four years. The latest update was scheduled, completed and approved in 2019.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts towards commercial air service at the Bishop Airport. The County continues working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration. The Bishop Airport layout plan and narrative was also completed and sent to the FAA for review and approval in 2019.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected 79 mines in 2019. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality

through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

The County continued to participate in the Quadstate Local Government Authority. The County served on the Desert Tortoise Oversight Group, the Desert Managers Group, and the Desert Advisory Council as a way of providing a voice in regional planning initiatives and policy development.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2017 and it was approved by FEMA in December 2017. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster.

IV. General Plan and Zoning Code Update

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2020.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning

projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2019, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to remainder of the General Plan and the zoning ordinance are expected to move forward in 2020.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to

submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Appendix B - Summary

Jurisdiction	▷ County - Unincorporated	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		20
Total Units		20

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	20
Number of Proposed Units in All Applications Received:	14
Total Housing Units Approved:	14
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



County of Inyo



Agricultural Commissioner - Cannabis

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Nathan Reade

SUBJECT: Request to change ownership for commercial cannabis permit 5A-001

RECOMMENDED ACTION:

Request board approve a request a change in ownership for commercial cannabis business license number 5A-001, Lonely Pine, LLC dba Urbn Leaf, contingent on submission and approval of appropriate background checks.

SUMMARY/JUSTIFICATION:

Inyo County code section 5.40.130 allows a change in ownership with the approval of your board. The Agricultural Commissioner's Office received a commercial cannabis business permit change request on February 19, 2020 asking to change ownership information for license 5A-001. The request (attachment A) includes a transfer of ownership from UL Holdings Inc. to CA Sage Holdings. The request also reassigns ownership from 51% UL Holdings Inc. and 49% LPC Project, LLC to 50% CA Sage Holdings, LLC and 50% LPC Project, LLC. Also included with the request was a letter dated February 10, 2020 from Skip Montsenbocker, CEO of UL Holdings Inc. transferring their holdings to Wayne Alexander Scherer of CA Sage Holdings, LLC (attachment B).

As stated in the recommended action, this approval would be subject to the background checks being completed and approved for any new parties being added to ownership.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your board approved this license, located in zone 5A for the retail activity type, on February 11, 2020. The applicant was the only viable applicant for 5A retail since no other applications for this license were complete. The owner that is requesting this change intends only to alter the ownership structure, and will run the business in accordance with the provisions of the application proposal including all community benefit commitments.

Since that time, the licensee has submitted a request to change ownership which must be approved or denied by your board pursuant to Inyo County code section 5.40.130. This entity has not yet applied for a conditional use permit with Inyo County Planning or a state commercial cannabis license.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request for ownership change. This would have unknown consequences to the viability of this license.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. ATTACHMENT A The Lonely Pine LLC - Ownership Change
2. ATTACHMENT B UL Holdings Inc - Letter Assignment to Alex Scherer re Lone Pine (SIGNED)

APPROVALS:

Nathan Reade	Created/Initiated - 2/24/2020
Darcy Ellis	Approved - 2/26/2020
Nathan Reade	Approved - 2/26/2020
Marshall Rudolph	Final Approval - 2/26/2020



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT CHANGE REQUEST

SECTION 1 – TYPE OF PROPOSED CHANGE

<input type="checkbox"/>	Modification of Premises (may require CUP review, attach supporting documentation)
<input checked="" type="checkbox"/>	Change of Ownership (complete attached page 2)
<input type="checkbox"/>	Add/Change Medical or Adult-Use Designation (complete section below)
<input type="checkbox"/>	Add/Change License Type for Microbusiness (complete section below, may require CUP review)
<input type="checkbox"/>	Other Change

For license type change or addition, indicate desired type below:

<input type="checkbox"/> Cultivation (5,000 ft ² or less)	<input type="checkbox"/> Testing Laboratory
<input type="checkbox"/> Cultivation (greater than 5,000 ft ²)	<input checked="" type="checkbox"/> Retailer (If checked, do you plan to make deliveries? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No)
<input type="checkbox"/> Manufacturing Level 1 (non-volatile extraction/infusion, etc.)	<input type="checkbox"/> Distributor
<input type="checkbox"/> Manufacturing Level 2 (volatile extraction)	<input type="checkbox"/> Microbusiness (check all activities that apply)

For license designation change, indicate desired type below:

Medical **Adult-use**

Provide a short description of proposed changes below:

UL Holdings Inc has assigned its ownership interest in The Lonely Pine LLC to Wayne Alexander Scherer. We are submitting a change in ownership form to reflect the future holdings of The Lonely Pine LLC.

RETURN TO: INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE
207 W SOUTH STREET
BISHOP, CA 93514

Licensee Information

Primary Owner Name CA Sage Holdings LLC - Owned 50% Wayne A Scherer, 50% Pearl Ayon			Percent Ownership 50 %
Physical Address 4325 Blackfoot Avenue	City San Diego	State CA	Zip Code 92117
Mailing Address (if different than physical address)	City	State	Zip Code
Primary Phone Number 858-260-8815	Secondary Phone Number 619-607-7927	Email Address waynescherer@live.com	
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Other Owner Information

Name LPC Project LLC - Owned 100% by Chetan Abrol			Percent Ownership 50 %
Mailing Address 7883 SLV Box	City Victorville	State CA	Zip Code 92395
List assessor parcel numbers of any real estate owned in Inyo County 026100-02	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County	Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO		



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(619) 431-2852

February 10, 2020

Via Personal Delivery and Electronic Mail

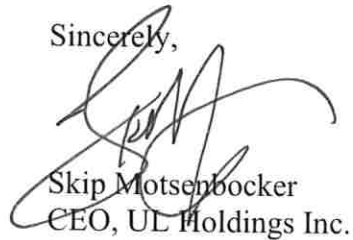
Wayne Alexander Scherer
Email: alex@attismanagement.com

Re: Assignment of Membership Interest in The Lonely Pine, LLC

Mr. Scherer,

By this letter, UL Holdings Inc. does hereby assign and transfer to you, Wayne Alexander Scherer, its full right, title, and interest in The Lonely Pine, LLC, a California limited liability company. This letter is not and shall not be construed as a waiver of any of your duties and obligations to UL Holdings Inc., its subsidiaries, or its affiliates (collectively, the "UL Entities"), including any existing duties and obligations not to compete with the UL Entities, not to misappropriate proprietary and/or confidential information of the UL Entities, and to present new opportunities to the UL Entities.

Sincerely,



Skip Mosenbocker
CEO, UL Holdings Inc.



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 17, 2020

FROM: John Vallejo

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) approve Ordinance 1253 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 B) approve Resolution No. 2020-10 titled, "A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1253," and authorize the Chairperson to sign.

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.

The companion resolution is needed to modify the current express duties of the Water Commission and Water Department set forth in Resolution 99-43 in a manner consistent with adoption of the ordinance.

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.

Your Board could decide not to adopt the companion resolution which, if the ordinance is adopted, would create a conflict between the ordinance and Resolution 99-43.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no direct costs associated with adopting this ordinance.

ATTACHMENTS:

1. Ordinance 1253
2. Resolution No. 2020-10
3. Resolution No. 2020-10 Exhibit A

APPROVALS:

John Vallejo	Created/Initiated - 3/11/2020
Darcy Ellis	Approved - 3/11/2020
Amy Shepherd	Approved - 3/11/2020
John Vallejo	Final Approval - 3/11/2020

ORDINANCE 1253

**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 except water that was originally groundwater extracted from within Inyo County by a person other than LADWP.
- L. "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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported, 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 bona fide 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported, 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported, 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water

to be Transferred or Transported, 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 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 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported; 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 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported.
- 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 from within Inyo County for Water Transfer or Water Transport, and/or groundwater extracted from within Inyo County to replace a surface water use within Inyo County, thus allowing the replaced surface water to be Transferred or Transported.
 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;
 6. A Transfer or Transport of water which does not meet all of the criteria described 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 Board 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 Board 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 Board 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 Board 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, Inyo County Board of Supervisors

Attest: Clint G. Quilter
Clerk of the Board

By: _____
Assistant Clerk of the Board

Resolution No. 2020-10

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
MODIFYING RESOLUTION 99-43 TO EXPAND THE WATER
COMMISSION'S DUTIES AND AUTHORITY TO INCLUDE REVIEWING
AND DECIDING UPON APPLICATIONS FOR A WATER TRANSFER OR
TRANSPORT PERMIT PURSUANT TO ORDINANCE 1253**

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; and

WHEREAS, Resolution 99-43 was thereafter adopted to affirm a policy concerning the extraction and use of Inyo County's Water Resources, establishing policies and procedures to implement said policy, and to govern the County's performance of its duties and responsibilities under the Inyo County / Los Angeles Long Term Water Agreement, final Environmental Impact Report, Memorandum of Understanding and Ordinance No. 1004; and

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; and

WHEREAS, the Inyo County Board of Supervisors updated and continued the regulation of the transfer or transport of water from groundwater basins located wholly or partially within Inyo County via Ordinance No. 20- under the County's general police power separate and independent of the County's zoning regulatory powers; and

WHEREAS, the Inyo County Board of Supervisors desires to update the duties of the Water Commission, Water Department, and the Board, set forth in Resolution 99-43 to be consistent with Ordinance 1253.

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NOW, THEREFORE, in consideration of the circumstances described above, **BE IT RESOLVED** by the Inyo County Board of Supervisors as set forth below.

SECTION I. Inyo County Resolution 99-43 Part 2 Section III.A is hereby modified in its entirety as follows:

“Section III. Inyo County Water Commission

A. Purpose

The purpose of the Inyo County Water Commission is to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance 1253 as set forth below.

1. Remain informed and educated about issues relating to water resources.
2. Receive, hear and decide every application for a water transfer or transport permit as required by Ordinance 1253.
3. Conduct meetings to inform and educate the public about, and to solicit public opinion on, all issues, decisions, projects, programs and activities arising out of, or associated with, the Agreement, the FEIR, the MOU, and the transfer and transport of water regulated by Ordinance 1253.
4. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1253 and submit periodic written recommendations or advice to this Board, together with reports on the views of the public, concerning issues, decisions, projects, programs and activities arising out of, or associated with, the implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1253. At least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop.
5. 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 all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the Long Term Agreement, applications for a water transfer or transport permit as required by Ordinance 1253, and salt cedar control, other invasive plant control, and weed control undertaken pursuant to the Long Term Agreement. The environmental responsibilities of the Commission do not include serving as the environmental

review board or lead agency in regard to the release of any land pursuant to the Long Term Agreement, the rehabilitation and development of parks pursuant to the Long Term Agreement, or the transfer of town water systems under the Long Term Agreement.

6. Conduct meetings, as may be requested by this Board, inform and educate the public about, and to solicit public opinion on, water resource issues and decisions which arise outside of the Agreement, the FEIR, and the MOU;
7. Submit, as may be requested by this Board, recommendations or advice, together with reports on the views of the public, concerning water resource issues and decisions which arise outside of the Agreement, the FEIR, the MOU and Ordinance 1253;
8. Designate two members of the commission to serve on the Standing Committee.
9. The responsibilities of the Water Commission do not extend to the implementation of the provisions of the Agreement for the Transfer of the Town Water Systems (Section XI) the Release of City Owned Lands (Section XV of Resolution 99-43), nor to the implementation of provisions of the Agreement for Park Rehabilitation, Development, and Maintenance (Section XIV. B of Resolution 99-43). These responsibilities are delegated to other commissions and departments of the County as set forth in Resolution 99-43.
10. For informational purposes, the Water Commission is to receive copies of any status reports concerning these activities that may be presented to the Board of Supervisors.”

SECTION II. Inyo County Resolution 99-43 Part 2 Section IV.A is hereby modified as follows:

“A. Purpose

The purpose of the Inyo County Water Department is to assist in the implementation of the County Policy on Extraction and Use of Water, the Agreement, FEIR MOU and Ordinance 1253 as set forth below.”

SECTION III. Inyo County Resolution 99-43 Part 2 Section IV.A.3 is hereby modified as follows:

“3. Carry out those duties as expressly set forth in and reasonably inferred by the requirements of Ordinance 1253.”

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SECTION IV. Inyo County Resolution 99-43 Part 2 Section IX.A is hereby modified as follows:

“SECTION IX. Board of Supervisors

A. Supervision of Implementation of County Water Policy

This Board shall be responsible for, and shall direct, the implementation of the County Policy on Extraction and Use of Water and the County's implementation of the Agreement, FEIR, and MOU and of Ordinance 1253. In exercising this authority, this Board shall consider any recommendations of appropriate commissions and staff, and the views of the public and others.”

SECTION IV. Any portion of Inyo County Resolution 99-43 not modified by this Resolution remains in full force and effect.

Section VI. A copy of Resolution 99-43 Sections III, IV, and IX, as amended by this Resolution, is attached hereto for convenience as Exhibit A.

PASSED AND ADOPTED this 17th day of March, 2020, by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chair
Inyo County Board of Supervisors

ATTEST:

Clint Quilter, Board Clerk

By _____
Darcy Ellis,
Assistant Board Clerk

EXHIBIT A

SECTIONS III, IV AND IX OF RESOLUTION 99-43 AS AMENDED BY RESOLUTION NO. 2020-10

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AFFIRMING A POLICY CONCERNING THE EXTRACTION AND USE OF INYO COUNTY'S WATER RESOURCES, ESTABLISHING POLICIES AND PROCEDURES TO IMPLEMENT THIS POLICY AND TO GOVERN THE COUNTY'S PERFORMANCE OF ITS DUTIES AND RESPONSIBILITIES UNDER THE INYO COUNTY/LOS ANGELES LONG TERM WATER AGREEMENT, FINAL ENVIRONMENTAL IMPACT REPORT, MEMORANDUM OF UNDERSTANDING AND ORDINANCE 1253

(Adopted July 27, 1999)
(Amended March 17, 2020)

SECTION III. Inyo County Water Commission

A. Purpose

The purpose of the Inyo County Water Commission is to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance 1253 as set forth below.

1. Remain informed and educated about issues relating to water resources.
2. Receive, hear and decide every application for a water transfer or transport permit as required by Ordinance 1253.
3. Conduct meetings to inform and educate the public about, and to solicit public opinion on, all issues, decisions, projects, programs and activities arising out of, or associated with, the Agreement, the FEIR, the MOU, and the transfer and transport of water regulated by Ordinance 1253.
4. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1253 and submit periodic written recommendations or advice to this Board, together with reports on the views of the public, concerning issues, decisions, projects, programs and activities arising out of, or associated with, the implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance 1253. At least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop.
5. 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 all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the Long Term Agreement, applications for a water transfer or transport permit as required by Ordinance 1253, and salt cedar control, other invasive plant control, and weed control undertaken pursuant to the Long Term Agreement. The environmental responsibilities of the Commission do not include serving as the environmental review board or lead agency in regard to the release of any land pursuant to the Long Term Agreement, the rehabilitation and development of parks pursuant to the Long Term Agreement, or the transfer of town water systems under the Long Term Agreement.
6. Conduct meetings, as may be requested by this Board, inform and educate the public about, and to solicit public opinion on, water resource issues and decisions which arise outside of the Agreement, the FEIR, and the MOU;
7. Submit, as may be requested by this Board, recommendations or advice, together with reports on the views of the public, concerning water resource issues and decisions which arise outside of the Agreement, the FEIR, the MOU and Ordinance 1253;

8. Designate two members of the commission to serve on the Standing Committee.
9. The responsibilities of the Water Commission do not extend to the implementation of the provisions of the Agreement for the Transfer of the Town Water Systems (Section XI) the Release of City Owned Lands (Section XV of Resolution 99-43), nor to the implementation of provisions of the Agreement for Park Rehabilitation, Development, and Maintenance (Section XIV. B of Resolution 99-43). These responsibilities are delegated to other commissions and departments of the County as set forth in Resolution 99-43.
10. For informational purposes, the Water Commission is to receive copies of any status reports concerning these activities that may be presented to the Board of Supervisors.

B. Qualifications

The Inyo County Water Commission shall consist of five members all of whom shall be residents of Inyo County. Members of the commission need not have particular professional training, skills or experience, but commission members should have knowledge of the problems and issues arising from the extraction and use of the water resources of the Owens Valley and Inyo County.

C. Appointment

This Board shall appoint members of the Inyo County Water Commission. Except as provided below, members of the Commission shall serve for a four-year term. In selecting members of the commission, this Board shall attempt to appoint applicants who reside throughout the Owens Valley and Inyo County.

D. Current Members

Each member currently serving on the Inyo County Water Commission may continue to serve on the commission for the unexpired portion of that member's term and until a successor has been appointed. Current and future members of the commission may seek reappointment to the commission upon the expiration of their terms.

E. Vacancies and Removal

Any member of the commission who fails to attend three consecutive commission meetings without good cause shall be considered automatically removed from the commission and a vacancy shall be deemed to have occurred. This Board shall be the sole judge as to whether good cause is shown. A Water Commissioner shall be considered a county officer within the meaning of Section 1770 of the Government Code of the State for determining when a vacancy occurs other than as provided above.

Any member of the commission may be removed by this Board with the approval of three members of this Board. A decision on whether to remove a commissioner shall only be

made by vote of this Board during a regular public meeting of this Board.

Upon the creation of a vacancy on the commission, and two months prior to the expiration of the term of office of a commission member, the Board Clerk shall notify the public by news release, publication and other means that this Board is seeking qualified applicants to serve on the commission. Applicants shall submit their names, addresses and telephone numbers along with brief resumes of their qualifications and experience to the Board Clerk within the time period specified by the Board Clerk. This Board shall endeavor to appoint, or to reappoint, commissioners within thirty days after the close of the period for submitting applications.

F. Terms of Office

A vacancy that occurs other than by the expiration of a term shall be filled by appointment of this Board for the unexpired portion of the term. Terms shall expire at midnight on December 31, however, members may continue to serve on the commission after the expiration of their terms until this Board has appointed a successor.

G. Compensation

Members of the Water Commission shall receive \$75.00 per commission meeting, and per attendance at any water related meeting, conference or seminar, unless otherwise authorized by order of this Board, plus reimbursement for mileage, traveling and other expenses usually allowed by the County. Compensation paid to any one member for attending meetings of the commission (exclusive of reimbursement for travel, mileage and other expenses) shall not exceed \$2,000.00 in any one fiscal year without prior approval of this Board.

H. Chairman and Vice-Chairman

At its first meeting in each calendar year, the Water Commission shall elect for a term of one year a chairman and a vice-chairman from among its members. In the event of a vacancy in the office of chairman or vice-chairman, the Water Commission may elect one of its members to fill such vacancy for the remaining unexpired portion of the term.

I. Meetings

The commission shall hold such regular meetings at such times and in such locations as is determined by the commission members. Regular meetings shall be conducted at least every two months unless the commission members determine that a meeting within a two-month period is not necessary. The commission may hold such additional and special meetings as may be called by the commission chairman or by any three members of the commission upon seventy-two hours' notice by the secretary of the

commission and after giving any required notice to such newspapers, radio stations and television stations as have made written request for such notice.

J. Expenditures

The expenditures of the commission shall be within the amount appropriated for that purpose by this Board, which shall determine and provide the funds necessary for the commission's work.

K. Procedural Requirements

The commission shall adopt rules for the transaction of business and shall keep minutes of its meetings, transactions, findings and determinations, which records shall be public records as may be required by law. A quorum shall be three members; however, action on any matter before the commission may only be by majority vote of the five members of the commission.

L. Conflict of Interest

A member of the Water Commission who believes that he or she has a conflict of interest concerning an item before the commission shall disqualify himself or herself from discussing the item or voting on the item and shall not in any way attempt to influence the vote on the item. In the event that the County Counsel, or another authority legally empowered to make such a determination, deems that a member of the Water Commission has a conflict of interest concerning an item before the commission, the commission member shall not participate in discussion of the item, vote on the item, or in any way attempt to influence the outcome of a vote on the item.

M. Advisory Committee

After consultation with the Water Commission, this Board may establish an advisory committee or committees to assist the commission in its consideration of any item upon which it is to make a recommendation to this Board. This Board shall appoint the members of any advisory committee or committees.

SECTION IV. Inyo County Water Department

A. Purpose

The purpose of the Inyo County Water Department is to assist in the implementation of the County Policy on Extraction and Use of Water, the Agreement, FEIR MOU and Ordinance 1253as set forth below.

1. Monitor the environment of the Owens Valley and, with the Water Commission, the Board of Supervisors, the Technical Group and the Standing Committee, manage

the valley's water resources in accordance with the provisions of the Agreement.

2. Coordinate for the County the implementation and oversight of all activities and projects, including enhancement/mitigation projects, in or arising from, the Agreement, the FEIR and the MOU. This responsibility does not extend to those activities, programs and projects that have been expressly delegated by this Board to other County departments.
3. Carry out those duties as expressly set forth in and reasonably inferred by the requirements of Ordinance 1253.
4. Conduct scientific and other research related to the County's water resources.
5. Serve as staff to the Inyo County Water Commission.
6. Remain informed and educated about issues relating to water resources and informing and educating the public about such issues.
7. Maintain a water resources library and research center.
8. Advise this Board and others concerning the potential effects on the County's water resources of proposed decisions, activities, projects, legislation and administrative actions and becoming involved, as may be directed by this Board, in such decisions, activities, projects, legislation and actions.

B. Staff

The staff of the Inyo County Water Department shall consist of a department director appointed by this Board and of such other staff, consultants and contractors as may be approved by this Board.

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SECTION IX. Board of Supervisors

A. Supervision of Implementation of County Water Policy

This Board shall be responsible for, and shall direct, the implementation of the County Policy on Extraction and Use of Water and the County's implementation of the Agreement, FEIR, and MOU and of Ordinance 1253. In exercising this authority, this Board shall consider any recommendations of appropriate commissions and staff, and the views of the public and others.

B. Determination of Inyo County Standing Committee Vote

Two members of this Board shall be designated by this Board to serve on the Standing Committee. As provided by Section II of the Long Term Agreement, the County and the City of Los Angeles each have only one vote on the Standing Committee. This Board shall determine the County's position on any item to be voted upon by the Standing Committee.



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Continuation of Existence of Local Emergency

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 3/10/2020
Final Approval - 3/10/2020

Agenda

County of Inyo Board of Equalization

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

March 17, 2020

- 1:00 p.m.**
1. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of March 10, 2020.
 2. **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.
 3. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2018-17, concerning Assessor Parcel No. 048-421-26, submitted by Jean C. Little.
 4. **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 2018-17
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1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME LITTLE JEAN C		EMAIL ADDRESS jeannie0132@att.net			
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 714 W. PEACH HOLLOW CIRCLE					
CITY PEARLAND	STATE TX	ZIP CODE 77584	DAYTIME TELEPHONE (713) 4360132	ALTERNATE TELEPHONE () none	FAX TELEPHONE () none

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
			()	()	()

AUTHORIZATION OF AGENT	<input type="checkbox"/> AUTHORIZATION ATTACHED
<i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i>	
<i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i>	
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE
	DATE

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) 048-421-26	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) 048-421-26 jcl
PROPERTY ADDRESS OR LOCATION SPRING VALLEY RANCHOS, CHARLESTON VIEW		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	9751	1000	RECEIVED INYO COUNTY CLERK OF THE BOARD 2018 APR 10 AM 11:17 [Signature]
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	9751	1000	
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

Jean C Little

Pearland, TX

9/5/2018

NAME (Please Print)
JEAN C LITTLE

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 TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

January 21, 2020

Ms. Jean C. Little
714 W. Peach Hollow Circle
Pearland, TX 77584

Re: Assessor Parcel No. 048-421-26

Dear Ms. Little,

Please be advised that your application appealing the assessed valuation of the above referenced property, Application No. 2018-17, has been set to be heard by the Inyo County Board of Equalization on March 17, 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

de

xc: David Stottlemyre, County Assessor
Marshall Rudolph, County Counsel

**COUNTY OF INYO
BOARD OF
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526
(760) 878-0373
dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 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