

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

December 7, 2021 - 8:30 AM

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION – Pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9** – Number of cases: 1

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. **PROCLAMATION** - Request Board approve a proclamation declaring December 7, 2021 Pearl Harbor Remembrance Day in Inyo County.
7. **PUBLIC COMMENT** (*Comments may be time-limited*)
8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
9. **COVID-19 STAFF REPORT**

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Health & Human Services - Behavioral Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor I-III exists in the non-General Fund Substance Use Disorder budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Addictions Counselor I at Range 59 (\$3,816 - \$4,636), Addictions Counselor II at Range 62 (\$4,093 - \$4,977), or Addictions Counselor III at Range 66 (\$4,489 - \$5,464), dependent upon qualifications.
11. **Health & Human Services - Health/Prevention** - Request Board:
 - A) Change the Authorized Strength in the HHS Women, Infants, and Children (WIC) Program by:
 1. Deleting one full-time HHS Specialist I-IV at Range 50-60 (\$3,094 - \$4,747); and
 2. Adding one full-time Prevention Specialist I-II at Range 60-63 (\$3,908 - \$5,091); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy
 1. The availability of funding for one vacant Prevention Specialist I-III position exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; and
 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; though an open recruitment would be more appropriate to ensure qualified applicants apply; and
 - C) Approve the hiring of one bilingual required Prevention Specialist I at Range 60 (\$3,908 - \$4,747) or a Prevention Specialist II Range 63 (\$4,184 - \$5,091) in the WIC Program, and if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.
12. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian I exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian I at Range 50 (\$3,094 - \$3,764).

13. **Public Works - Road Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Road Maintenance Supervisor exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Road Maintenance Supervisor at Range 71 (\$5,058 - \$6,150); and D) authorize Public Works - Road Department to backfill the resulting vacancy.

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

14. **County Administrator - Risk Management** - Request Board ratify and approve the agreement/contract between the County of Inyo and Baker&Hostetler LLP of New York, NY, for the provision of legal services in an amount not to exceed \$50,000 for the period of December 1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Health & Human Services - ESAAA** - Request Board: A) ratify and approve Amendment No. 2 to Standard Agreement for Contract Number AP-2122-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$26,185 for a total contract amount of \$1,401,871; B) and authorize the HHS Director to sign the Standard Agreement Amendment.
16. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$150,000 for the period of July 1, 2021 through December 31, 2021, and authorize the HHS Director to sign Allocation Agreement No. CTCP-17-14 and Prospective Payment Invoices.
17. **Health & Human Services - Health/Prevention** - Request Board: A) declare The Lamar Companies (a.k.a Lamar) of Lancaster, CA a sole-source provider of billboard advertising; B) approve the contract between the County of Inyo and Lamar of Lancaster, CA for the provision of two vinyl panel billboards for the Tobacco/Nicotine Prevention and Cessation Program and Substance Use Disorder (SUD) Prevention Program in an amount not to exceed \$21,181.00 for the period of December 23, 2021 through June 8, 2022; and C) authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.
18. **Probation** - Request Board: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; B) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter; and C) approve the Probation Department's electronic monitoring program.
19. **Public Works** - Request Board: A) rescind Resolution No. 2020-01; and B) approve Resolution No. 2021-53, titled, "A Resolutions of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Application for Payment Programs and Related Authorizations" in relation to CalRecycle grants, and authorize the Chairperson to sign.

20. **Sheriff** - Request Board: A) declare American Security Group of Vista, CA a sole-source provider of maintenance of security surveillance system equipment; B) ratify and approve payment to American Security Group of Vista, CA in the amount of \$12,344.00 for annual maintenance for the period of July 1, 2021 through June 30, 2022; and C) authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained.
21. **Sheriff** - Request approval to increase spending authority with MRA/Raycom from \$264,838.00 to \$314,890.03 and authorize the purchase of 69 Kenwood mobile two-way radios in the amount of \$50,052.03 from MRA/Raycom.
22. **Sheriff** - Request Board authorize an increase of the Sheriff's purchasing authority with Lexipol of Aliso Viejo, CA by \$4,000, to a total not-to-exceed amount of \$27,000, for the purchase of law enforcement policy maintenance, updates, and daily training bulletins.
23. **Sheriff** - Request Board: A) determine that Sheriff Jeffery R. Hollowell's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040.B; and B) pursuant to Penal Code Section 26615, authorize Undersheriff Pritchard to sell a Glock Model 23 and badge to Retiring Sheriff Jeffery R. Hollowell for fair market value.
24. **Treasurer-Tax Collector** - Request Board: A) approve Resolution No. 2021-54 to accept Treasury Oversight Committee member's resignation; B) consider Treasurer's nomination for appointment to the Treasury Oversight Committee; and C) appoint Mr. Robert Sharp to the Treasury Oversight Committee. *(Notice of Vacancy resulted in requests for appointment from Mr. Sharp.)*

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

25. **County Administrator** - Request Board approve a letter to Senator Dianne Feinstein expressing support for S. 1877, Hazard Eligibility and Local Projects Act.
26. **Agricultural Commissioner - Cannabis** - Request Board receive presentation on the current status of commercial cannabis business licenses in Inyo County.
27. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for December 9, 2021.
28. **Public Works** - Request Board:
 - A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 *(4/5ths vote required)*;
 - B) Declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;
 - C) Approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and
 - D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

29. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of November 9, November 16, and November 30, 2021.

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

30. **11 a.m. - Planning** - Request Board:
- A) Receive a presentation from staff;
 - B) Conduct a public hearing on the following actions:
 - Approval of General Plan Amendment (GPA) 2021-02/711 Materials Inc.
 - Approval of an Ordinance - Zone Reclassification (ZR) 2021-02/711 Materials Inc., amend the Zoning Map of the County of Inyo and Enact said Ordinance (attached); and
 - C) Certify that the Provisions of the California Environmental Quality Act (CEQA) have been met.
31. **11:05 a.m. - County Counsel** - Request Board conduct a noticed public hearing as part of the 2021 redistricting process.
32. **11:15 a.m. - Ag Commissioner-Cannabis** - Request Board: A) conduct a public hearing on the consideration of county commercial cannabis licenses for non-storefront retail classification licenses in cannabis Zone 1, and cultivation in excess of 5,000 square feet in cannabis Zone 5C; B) conditionally approve those applications that exceeded the 80% minimum scoring threshold as set forth in Inyo County Code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established as well as payment of all other required fees and taxes; and C) deny those applications that failed to meet the 80% minimum scoring requirement and authorize final letters of rejection.
33. **1 p.m. - Board of Equalization** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

CORRESPONDENCE - ACTION

34. **Inyo County Fish & Wildlife Commission** - Request Board approve a \$1,000 expenditure from the Fiscal Year 2021-2022 Fine Fund Budget to the Wildcare Eastern Sierra for the rehabilitation of injured and orphaned wildlife.

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

35. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

36. **California Fish & Game Commission** - Agenda for the California Fish & Game Commission scheduled for December 15-16.



PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA RECOGNIZING DECEMBER 7, 2021 AS NATIONAL PEARL HARBOR REMEMBRANCE DAY

WHEREAS, a rare few events in the annals of American history are so notorious, so impactful, and so entrenched in the national psyche that they are immediately recognized and recalled by date alone; and

WHEREAS, 9/11 is one of these occurrences and another is December 7, 1941 – a date which has lived in infamy for 80 years, having been seared into the nation’s collective memory and having drastically altered the lives of entire generations; and

WHEREAS, on the morning of December 7, 1941, Japanese fighter planes attacked the United States Naval Base at Pearl Harbor, destroying much of our Pacific Fleet, killing 2,403 Americans, and wounding 1,178 more; and

WHEREAS, the attack on Pearl Harbor galvanized the will of the American people to rise up in solidarity against the threat to our freedoms and our very lives; and

WHEREAS, this fight was undertaken by men and women of all ages, backgrounds, and cultures, from the docks of Pearl Harbor to the shores of Normandy, in defense of the United States and our way of life – brave patriots serving their country not for conquest but to protect the freedoms and values that have sustained this Nation since its founding; and

WHEREAS, they went to war for liberty and sacrificed more than most of us will ever know; they chased victory and defeated fascism, turning adversaries into allies and writing a new chapter in the history of the United States; and

WHEREAS, they inspired a generation with their refusal to give in despite overwhelming odds, and their service continues to inspire as the embodiment of courage, devotion, and sacrifice; and

WHEREAS, in memory of all who lost their lives on December 7, 1941 -- and those who responded by leaving their homes for the battlefields -- we must ensure the sacrifices they made in the name of liberty and democracy were not made in vain; and

WHEREAS, President Franklin Roosevelt told Americans on December 8, “It is our obligation to our dead – it is our sacred obligation to their children and our children – that we must never forget what we have learned;” and

WHEREAS, Pearl Harbor Remembrance Day affords us but one opportunity to fulfill our obligation to those who died, as we reflect on the profound debt of gratitude we owe them for the freedoms we cherish and remember the everlasting responsibilities we have to one another and to our country.

NOW THEREFORE BE IT PROCLAIMED, the Inyo County Board of Supervisors declares this day, the 7th day of December 2021, Pearl Harbor Remembrance Day in Inyo County and, in tribute to the American patriots who fought so bravely, encourages a commitment to honor our troops and veterans and give them the support and care they deserve.

APPROVED AND ADOPTED this 7th day of December 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson,
County of Inyo Board of Supervisors

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

By: _____
Assistant Clerk of the Board





County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Marilyn Mann

SUBJECT: Approve Hiring of Addictions Counselor I-III

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor I-III exists in the non-General Fund Substance Use Disorder budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Addictions Counselor I at Range 59 (\$3,816 - \$4,636), Addictions Counselor II at Range 62 (\$4,093 - \$4,977), or Addictions Counselor III at Range 66 (\$4,489 - \$5,464), dependent upon qualifications.

SUMMARY/JUSTIFICATION:

An Addictions Counselor in our Substance Use Disorders program recently accepted a promotion within the department, resulting in a vacancy. This position provides a wide range of substance abuse education and outpatient treatment services including, but not limited to, Drinking and Driving program, perinatal treatment services, individual assessment and treatment, and group treatment services. The program works in coordination with mental health services and also supports the crisis on-call system for Behavioral Health. The department respectfully requests your Board approve filling this vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should your Board not approve the hiring, the program will have a reduced capacity to meet treatment needs in the community.

OTHER AGENCY INVOLVEMENT:

Courts, Probation, and Schools

FINANCING:

State and Federal Funding, and Behavioral Health Realignment. This position is budgeted in SUD (045315) in Salaries and Benefits. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 11/23/2021
Darcy Ellis	Approved - 11/23/2021
Melissa Best-Baker	Approved - 11/23/2021
Sue Dishion	Approved - 11/29/2021
Amy Shepherd	Approved - 11/30/2021
Marilyn Mann	Final Approval - 11/30/2021



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Taylor Hartshorn

SUBJECT: Eliminating an HHS Specialist I-IV, adding a Prevention Specialist I-III, and authorizing the hiring of one bilingual required Prevention Specialist I-III

RECOMMENDED ACTION:

Request Board:

A) Change the Authorized Strength in the HHS Women, Infants, and Children (WIC) Program by:

1. Deleting one full-time HHS Specialist I-IV at Range 50-60 (\$3,094 - \$4,747); and
2. Adding one full-time Prevention Specialist I-II at Range 60-63 (\$3,908 - \$5,091); and

B) Find that, consistent with the adopted Authorized Position Review Policy

1. The availability of funding for one vacant Prevention Specialist I-III position exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; and
2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; though an open recruitment would be more appropriate to ensure qualified applicants apply; and

C) Approve the hiring of one bilingual required Prevention Specialist I at Range 60 (\$3,908 - \$4,747) or a Prevention Specialist II Range 63 (\$4,184 - \$5,091) in the WIC Program, and if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

Health and Human Services (HHS) recently received notification of the retirement of an HHS Specialist in our WIC program. Upon receiving the notice of retirement, HHS completed an assessment of program needs and determined that this position could be eliminated and replaced by the Prevention Specialist classification, aligning it with the classification found most commonly in the other prevention programs and allowing for more flexibility and cross-coverage in the use of staffing resources.

With the retirement of the HHS Specialist, the WIC Program is in need of a new hire to be trained and certified as a WIC Nutrition Assistant (WNA). The WNA operates independently as a Competent Professional Authority in WIC. The WNA is budgeted at 100% FTE in the program and handles the majority of the caseload with minimal supervision. After assessing program needs and overall division needs, HHS has determined that the best classification to fill that role is a Prevention Specialist. Changing the authorized strength to a Prevention Specialist will allow the new hire to take more of a leadership role in the community and take on additional projects, such as

leading a New Moms' Support Group or facilitating the Breastfeeding Support Taskforce with community partners. It will also allow the position to be included in cross-training in the division and support other programs with coverage in the event of vacancies.

The Prevention Specialist in WIC will be recruited as a bilingual required position, as approximately thirty-two percent of participants in the Inyo County WIC Program are Spanish-speaking. The position will be funded fully by WIC.

The WIC program is a federally funded nutrition program with the goal of decreasing the risk of poor birth outcomes and improving participants' nutrition during critical development periods. WIC provides critical nutrition services to approximately 250 women, infants and children throughout Inyo County.

The Department is respectfully requesting to change our authorized strength by eliminating the HHS Specialist I-IV position and authorizing the hiring of a Prevention Specialist I-III in the WIC Program, depending on qualifications.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the hiring of the Prevention Specialist position. This would impact the program's ability to provide the level of services currently in place, as well as impact the timeliness of services.

OTHER AGENCY INVOLVEMENT:

First 5, Prevention, Toiyabe WIC program, IMACA Head Start, Bishop Indian Head Start, Northern Inyo Hospital

FINANCING:

This program is 100% federally funded through the State of California. This position will be budgeted 100% in WIC (641921) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Taylor Hartshorn	Created/Initiated - 11/19/2021
Darcy Ellis	Approved - 11/19/2021
Taylor Hartshorn	Approved - 11/19/2021
Marilyn Mann	Approved - 11/23/2021
Melissa Best-Baker	Approved - 11/23/2021
Sue Dishion	Approved - 11/29/2021
Amy Shepherd	Approved - 11/30/2021
Marilyn Mann	Final Approval - 11/30/2021



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Michael Errante

SUBJECT: Request to fill the vacant Custodian position

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian I exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian I at Range 50 (\$3,094 - \$3,764).

SUMMARY/JUSTIFICATION:

This vacancy has been created due to our current Custodian accepting a position in Parks and Recreation. We are requesting that this position be filled by utilizing the list that was just created after interviews in November. It is important to fill this position to maintain the current workload at our Consolidated Office Building.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is 100% funded in Building & Maintenance budget 011100 salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums
Darcy Ellis
Breanne Nelums
Sue Dishion
Amy Shepherd
Michael Errante

Created/Initiated - 11/19/2021
Approved - 11/19/2021
Approved - 11/19/2021
Approved - 11/29/2021
Approved - 11/30/2021
Final Approval - 11/30/2021



County of Inyo



Public Works - Road Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Shannon Platt

SUBJECT: Authorize the hiring of a Road Maintenance Supervisor via internal recruitment and authorize the backfilling of the resulting vacancy

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Road Maintenance Supervisor exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Road Maintenance Supervisor at Range 71 (\$5,058 - \$6,150); and D) authorize Public Works - Road Department to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Road Department is requesting to fill a recently vacated Road Maintenance Supervisor position which was the result of an internal recruitment for Road Superintendent. This recruitment will also be internal and fill a vacancy in the Road Departments District two area, Big Pine and Independence. This is a critical position in the daily, ongoing operations of the department and necessary to maintain a consistent level of service to users of Inyo County roads. Being an internal recruitment, the Road Department would also ask to backfill any resulting vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not fill this position; this is not recommended as this position is essential to maintaining the County's road system.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

These positions are funded 100% Road funds budget number 034600 in the salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 11/8/2021
Darcy Ellis	Approved - 11/8/2021
Shannon Platt	Approved - 11/8/2021
Breanne Nelums	Approved - 11/8/2021
Sue Dishion	Approved - 11/16/2021
John Vallejo	Approved - 11/16/2021
Amy Shepherd	Approved - 11/18/2021
Michael Errante	Final Approval - 11/19/2021



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Aaron Holmberg

SUBJECT: Agreement for legal services related to potential or actual cyber events

RECOMMENDED ACTION:

Request Board ratify and approve the agreement/contract between the County of Inyo and Baker&Hostetler LLP of New York, NY, for the provision of legal services in an amount not to exceed \$50,000 for the period of December 1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In the last decade, the cyber threat landscape has changed. While the loss or disclosure of personal or sensitive data used to be a primary concern in assessing data security ("cyber") risk, now cyber threats can affect how we conduct normal operations. Beazley, the County's cyber insurance carrier, recommends Baker&Hostetler LLP ("Baker") as an expert in investigations, review, and advice regarding cyber incidents. Risk Management is directly familiar with Baker and recommends contracting with Baker for purposes of defense and protection of the County from current or future potential cyber events. As part of this agreement, Baker may contract with other experts which may have agreements requiring additional signatures.

A data security incident would require immediate investigation and response, so the intent would be to have this agreement in place for immediate action as necessary going forward. Risk Management does not anticipate exceeding our cyber insurance per occurrence deductible, which is currently \$50,000; however, in the unlikely event of multiple security incidents requiring cyber legal expertise, it is possible that we could exceed \$50,000 in cyber legal services for a fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose not to approve this agreement. This choice is not recommended, as the service recommended by this agreement is a crucial expert service which may be needed in a short time frame. Alternatively, your Board could elect to change the not to exceed per annum amount to something other than \$50,000.

OTHER AGENCY INVOLVEMENT:

Risk Management wishes to thank Information Services for their partnership in this process.

FINANCING:

Services will be funded through the Public Liability Budget (500903), in the Professional Services object code (5265), administered by Risk Management.

ATTACHMENTS:

1. Baker Hostetler Engagement Letter

APPROVALS:

Aaron Holmberg	Created/Initiated - 12/1/2021
Darcy Ellis	Approved - 12/1/2021
John Vallejo	Approved - 12/1/2021
Amy Shepherd	Approved - 12/2/2021
Aaron Holmberg	Final Approval - 12/2/2021

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December 1, 2021

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Via E-mail: aholmberg@inyocounty.us

Mr. Aaron Holmberg
Risk Manager
County of Inyo California
1360 North Main Street
Bishop, CA 93514

Re: Engagement of Counsel

Dear Mr. Holmberg:

Thank you for selecting Baker & Hostetler LLP to represent County of Inyo California. We look forward to serving your needs and to establishing a mutually satisfactory relationship.

Scope of the Engagement. On behalf of County of Inyo California, you have asked and authorized us to provide advice regarding current or future potential data security incidents, including incident investigation, breach notification law analysis, and possibly notification preparation, crisis communication management, and reporting to regulators.

This confirms that our firm has not been engaged to determine whether the claims or issues are covered under any insurance policies or to otherwise represent you regarding any insurance coverage issues. It is our understanding that you, either individually or through your insurance agent, independent counsel, or through others, will independently determine whether there is any insurance available in connection with this matter. You have not asked us to perform any other services or functions or assume any other responsibilities.

Conflict of Interest Review. For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

County of Inyo California (Client)

We will assume that the above listing is accurate and complete unless you otherwise advise us. We also request that you notify us promptly if any additional searches are required due to any change in your circumstances.

Professional Services and Fees. Our fees for legal services are based on hourly rates, which are in effect during the month in which services are provided and will be determined primarily by the amount of time our attorneys, paralegals and other timekeepers spend on this engagement. It is our practice to have tasks performed by the lowest billing rate attorney qualified to perform the task. Below is an outline of our rates for different types of work, including the discounted rates for incident response and any related regulatory inquiries, third party demands, claims, payment card network assessments or litigation that may arise that we agreed to with your cyber insurance carriers. We will open separate matters for this work when the matters arise, including in some instances separate matters for incident response work and ransomware related negotiation and response.

- **Incident Response**

Partner/Counsel	\$395
Associate	\$365
Paralegal	\$200

- **Regulatory Defense/Litigation**

Partner	\$695
Counsel	\$525
Associate	\$450 (> 2yrs)
Associate	\$365 (< 2 yrs)
Paralegal	\$225

- **General Privacy & Cybersecurity Compliance & Risk Advisory Work** – the below rates apply to general privacy compliance and security advice, but there may be specific projects (depending on the scope and complexity) where we will work with you to identify and agree on matter-specific appropriate fees and rates (e.g. CCPA and GDPR).

Partner	\$750
Counsel	\$625
Associate	\$425 (< 2 yrs)
Associate	\$525 (> 2 yrs)
Paralegal	\$275

Third Party Payor. On matters where you request, we will also forward our billing statements to your insurance company. In the event that payment is not received from your carrier, County of Inyo California agrees to pay our legal fees and costs directly.

Dispute Resolution. New York law applies to the terms set forth in this letter and will govern any dispute concerning our representation of you. In the event of any dispute in connection with our fees in any amount between \$1,000 and \$50,000, New York law requires us to submit to final, binding arbitration if you so elect. You may also choose to have a mediator help to resolve any dispute. Both arbitration and mediation are forms of Alternative Dispute Resolution (“ADR”). ADR is usually more cost-efficient and faster than litigation. We would be pleased to explain to you how ADR works if you find that helpful.

Expenses and Other Charges. In addition to fees for our professional services, there may be charges for expenses in connection with our engagement. Expenses incurred will be billed at our cost (which in some cases may be estimated). Further detail regarding these expenses and other charges will be furnished upon request. For large disbursements, we will forward such invoices to you for direct payment to the vendors.

Ownership of Files and Records. Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage.

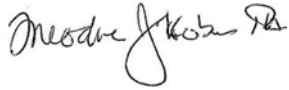
We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy, we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.

December 1, 2021

Page 4

Acceptance of Engagement. If this letter and the attached Standard Terms, which are incorporated in this agreement, are acceptable, please sign the letter on County of Inyo California's behalf and return it to our office. This engagement will take effect the date this letter is executed by you.

Very truly yours,



Theodore J. Kobus III

ACCEPTED AND AGREED TO:

County of Inyo California

By: _____

Title: _____

Date: _____

Enclosure

STANDARD TERMS OF ENGAGEMENT

Introduction

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

Your agreement to this engagement constitutes your acceptance of the following terms and conditions. If you find any of these terms and conditions unacceptable, please tell us now so that we can try to resolve any differences and proceed on a mutually satisfactory basis.

Our Relationship

Our engagement and the legal services we will provide are limited to the matter described in the accompanying letter. Any change in our engagement or the legal services we are to provide to you must be mutually approved in writing. The services we provide are strictly legal services; we do not provide business, personal, financial, investment, accounting or other services. You will provide us with the factual information and materials we need to perform the legal services identified in the accompanying letter, and we will perform the necessary legal services and give you the necessary legal advice. You will make all business, personal, financial, investment, or accounting decisions that are required, including in the case of litigation, the decision whether or not to settle the case. You will not rely on us for business, personal, financial, investment, or accounting advice and will not expect us to investigate the character or credit of persons or entities with whom you are dealing, unless we have expressly agreed to do so in the accompanying letter.

Confidentiality and Other Matters

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of

interest because we represent other persons, corporations, or entities that are adverse to any of such related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

Professional Fees

In determining the professional fee for our legal services we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

The hourly rate assigned to each attorney reflects his or her ability, experience, reputation, market rates in each location for his or her area of practice, the firm's costs, and other factors deemed appropriate by the firm. Our hourly rates are subject to review and adjustment from time to time, at least annually, based on the foregoing factors. Any changes in hourly rates are usually applied prospectively, although they may also be applied to time that has been recorded but not yet billed. We will provide you with notice of any changes to our rates or expense charges, either through correspondence or invoices indicating the rates then in effect. Our attorneys and other personnel will record time spent on your behalf in tenths-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. This does not mean, however, that we will necessarily assign an attorney with the lowest hourly rate. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise. Under some circumstances, attorneys with higher hourly rates may be assigned in order to provide specialized legal skills, to complete the matter more quickly, to meet time constraints imposed by you or the circumstances, to seek to perform the work at a lower overall professional fee, or because of attorney workloads.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

Taxes

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

Expenses and Other Charges

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

Travel Expenses. For automobile travel, we customarily reimburse our attorneys and other personnel and charge you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the cities in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

Delivery and Communications Expenses. Postage on mail in excess of two ounces per item is billed at cost.

Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services.

Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

Computerized Research and Database Charges. We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition, we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

Photocopying and Fax Charges. Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

Invoices and Payments

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 30 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess an interest charge on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

Termination

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

Ownership of Files and Records

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.



County of Inyo



Health & Human Services - ESAAA

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Melissa Best-Baker

SUBJECT: Board ratification and approval of Amendment No. 2 of the Standard Agreement between California Department of Aging and County of Inyo

RECOMMENDED ACTION:

Request Board: A) ratify and approve Amendment No. 2 to Standard Agreement for Contract Number AP-2122-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$26,185 for a total contract amount of \$1,401,871; B) and authorize the HHS Director to sign the Standard Agreement Amendment.

SUMMARY/JUSTIFICATION:

This contract amendment was received from the State in mid-October. The Department reviewed the amendment and presented it to the ESAAA Advisory Council on October 27, 2021 and the Council voted to recommend your Board approve the amendment to the contract. This Contract Amendment provides for an adjustment for additional Federal funding for Home Delivered Meals, Elder Justice, and a new robotic companion pet project. The funding sources for the adjustment are the new COVID-19 Consolidated Appropriations Act funding, Title III C-2 Home Delivered Meal funding, new COVID-19 Social Security Act funding, and Title XX Elder Justice funding. The Title XX Elder Justice funding is intended to support existing efforts by the Long-Term Care Ombudsman Program to reduce social isolation and loneliness by supporting the Robotic Companion Pets Project - a project designed to combat these issues for residents in Long-Term Care (LTC) facilities. We are requesting ratification and approval of Amendment #2 of the Standard Agreement.

The funds are in the following categories:

Home-Delivered Meals C2 \$20,747 (\$16,598 Inyo and \$4,149 Mono)	LTC Ombudsman-Elder Justice \$3,727	Robotic Companion Pet Project \$1,711
--	--	--

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve these amendments to the existing contract. This is not

recommended as the county, then would not be entitled to receipt of the additional funds.

OTHER AGENCY INVOLVEMENT:

County of Mono

FINANCING:

State and Federal dollars. Total amount of this contract is \$1,401,871, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars are \$516,311 and total State dollars are \$885,560.

ATTACHMENTS:

1. CA Department of Aging Standard Agreement Amendment No. 2

APPROVALS:

Melissa Best-Baker	Created/Initiated - 11/12/2021
Darcy Ellis	Approved - 11/12/2021
Marilyn Mann	Approved - 11/18/2021
John Vallejo	Approved - 11/18/2021
Amy Shepherd	Approved - 11/19/2021
Marilyn Mann	Final Approval - 11/23/2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER

AP-2122-16

AMENDMENT NUMBER

2

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

07/01/2021

THROUGH END DATE

06/30/2022

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,402,984 One million four hundred two thousand nine hundred eighty-four and 00/100 dollars

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

- A. This amendment increases the total amount of the Agreement by \$26,185. The new total of the Agreement shall not exceed \$1,402,984.
- B. The attached Budget Display Exhibit B, Attachment 2 – Budget Display (1 page), identified as Amendment 2, is hereby added to the Agreement. The Budget, Amendment 2, is hereby incorporated by reference and replaces the original referenced Budget.
- C. The attached Budget Display Exhibit B, Attachment 3 – Budget Display (1 page), identified as Amendment 2, is hereby added to the Agreement. The Budget, Amendment 2, is hereby incorporated by reference and replaces the original referenced Budget.
- D. Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic Pets Funding (6 pages) is hereby added to the Agreement.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514-3013

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

State of California	Award #:	AP-2122-16
California Department of Aging	Date:	7/1/2021
Exhibit B, Attachment 2 - Budget Display	Amendment #:	2
		Page 1 of 1

AREA PLAN BUDGET DISPLAY:
County of Inyo

Consolidated Appropriations Act (CAA), H.R. 133
December 27, 2020 through September 30, 2022

Social Security Act Elder Justice Title XX
April 1, 2020 through September 30, 2022

Program	Fund Type	Project Number	Baseline	TOTAL
CAA- Home Delivered Nutrition Program	Federal Title IIIC2	CAAP	20,747 (a)	20,747
LTC Ombudsman- Elder Justice	Federal Title XX	LOLP	3,727 (b)	3,727
TOTAL			24,474	24,474

CFDA NUMBER	Year	Award #	Award Name
93.045	2021	2101CAHDC5-00	(HDC5) Consolidated Appropriations Act, 2021 suppl. Funding, nutrition OAA Title III C-2
93.747	2021	2101CALOC5-00	(LOC5) CRRSA Act, 2021 funding for LTC Ombudsman, SSA Title XX Section 2043(a)(1)(A)

(a) AAAs can utilize up to 10% of the funding for Administration. "Administration" expenditures have a 25% match requirement.
(b) Federal Funds must be reported in closeout by 10/31/2022.

State of California				Award #:	AP-2122-16
California Department of Aging				Date:	7/1/2021
Exhibit B, Attachment 3 - Budget Display				Amendment #:	2
AREA PLAN BUDGET DISPLAY:					Page 1 of 1
Coronavirus Aid, Relief, and Economic Securities (CARES) Act Funding- Robotic Companion Pet Project- Ombudsman					
April 1, 2020 through September 30, 2022					
County of Inyo					
Program	Fund Type	Project Number	Baseline	TOTAL	
Robotic Companion Pet Project- Ombudsman	Federal Title VII- Ombudsma	OMSP	1,711 (a)	1,711	
TOTAL			1,711	1,711	
CFDA NUMBER	Year	Award #	Award Name		
93.042	2021	2001CAOMC3-01	(OMC3) CARES Act for Ombudsman Program under Title VII of the Older Americans Act		

^(a) Federal Funds must be reported in closeout by 10/31/2022.

Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic
Pets Funding

ARTICLE I. PURPOSE/OVERVIEW OF EXHIBIT

- A. In addition to the terms of this Exhibit F, Contractors that have accepted Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic Pets Funding must comply with Exhibits A, B, C, D, and E.

ARTICLE II. PROGRAM DEFINITIONS

- A. Definitions Specific to the Robotic Companion Pets Project
 - i. **Robotic Companion Pet** – Lifelike, animatronic pets that are uniquely designed to provide meaningful experiences for older individuals and their families.
 - ii. **Robotic Companion Pets Project** - a person-centered approach to increasing engagement and enhancing meaningful interactions during and post COVID-19 pandemic.

ARTICLE III. SCOPE OF WORK

- A. The Contractor shall:
 - i. Implement the statutory provisions of the Title III and Title XX Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to utilize the funding in a manner consistent with Administration for Community Living (ACL) guidance. ACL states that the Consolidated Appropriations Act funding is intended for “ACL Senior Nutrition Programs to assist in responding to the COVID pandemic” and that the Title XX Elder Justice funding is intended “to enhance and improve Ombudsman program services in response to the COVID-19 pandemic”.
 - ii. The Contractor shall ensure that the local Long-Term Care Ombudsman Program (LTCOP), consistent with federal and state statute applicable to Title XX Elder Justice, and policies and procedures established by the Office of the State Long-Term Care Ombudsman (OSLTCO), will:
 - a. Enhance Ombudsman program complaint investigations during the COVID-19 public health emergency to address complaints related to abuse, neglect and poor care;
 - b. Resume in-person visitation at such time as visitation is permitted, such as when the COVID-19 vaccine is accessible to residents, facility staff, and individuals working for the LTCOP;

Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic
Pets Funding

- c. Conduct education and outreach on abuse and neglect identification and prevention during the COVID-19 public health emergency to residents, their families and facility staff;
 - d. Enable travel for representatives of the LTCO Office to ensure all residents have access to a LTCOP representative;
 - e. Continue purchase of needed Personal Protective Equipment;
 - f. Continue purchase of technology as needed;
 - g. Enable participation in state-level “strike teams” to address complaints related to care and neglect; and
 - h. Provide information and assistance on transitions from long-term care facilities to community-based, home care settings, consistent with section 712(a)(3) of the Older Americans Act.
- iii. The Contractor shall ensure that the LTCOP, consistent with federal and state statute applicable to the Ombudsman Robotic Companion Pets Project, and policies and procedures established by OSLTCO, shall:
- a. Assist in protecting the health, safety, welfare, and rights of the residents of LTC facilities by combating their loneliness and social isolation exacerbated by the COVID-19 pandemic.
 - b. Contract directly with a vendor or supplier to purchase robotic pets for LTC facility residents, at no cost to the resident. Contractor shall negotiate the cost, delivery, payment method with the vendor.
 - c. Confirm eligibility of recipients. Recipients must be a resident living within a licensed LTC facility and have not received a robotic pet purchased by the Robotic Companion Pets Project.

ARTICLE IV. BUDGET AND BUDGET REVISION

- A. Contractors will not be required to submit budgets for the Consolidated Appropriations Act, Elder Justice, or Ombudsman Robotic Companion Pets Project.
- B. Consolidated Appropriations Act funding allows for up to 10% Administration funding. All Administrative funding requires a 25% match.
- C. Elder Justice and Ombudsman Robotic Companion Pets Project do not allow for any Administration and there is no administrative match requirement.

Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic
Pets Funding

ARTICLE V. SUBCONTRACTS

- A. Contractors must follow all stipulations listed in Exhibit D regarding establishing subcontracts.
- B. Contractors are expected to adhere to all applicable Administration for Community Living, Code of Federal Regulation, and State Contracting Manual guidance when establishing subcontracts and processing expenditures.

ARTICLE VI. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Major Disaster Declaration Flexibility

The Contractor will not be required to transfer contract funds between line items under the following terms and conditions:

- i. The Consolidated Appropriations Act funds, which have been fully allocated in Title IIIC2, are available for full flexibility under California's Major Disaster Declaration (#DR-4482) of the Stafford Act (the Act). As such, the CAA Section 732 permits states to use any portion of the funds for disaster relief for older individuals. AAAs have discretion to spend any Title IIIC2 CAA funding on disaster relief and will not be required to submit waivers or transfers to do so.
- ii. Title XX Elder Justice and Ombudsman Robotic Companion Pet Project funding are not open to any flexibilities and must be expended on allowable services and activities.

B. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in the CAA and Elder Justice closeout.

ARTICLE VII. PAYMENTS

A. Title IIIC2 Consolidated Appropriations Act, Title XX Elder Justice, and Ombudsman Robotic Companion Pets Project

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic Pets Funding

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

- B. A one-time payment of the Contractor’s entire Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic Companion Pets funding will be made upon execution of the amendment.
- C. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

ARTICLE VIII. CLOSEOUT

- A. The CAA, Elder Justice, and Ombudsman Robotic Companion Pets Project closeouts will be recorded separately from the Area Plan closeout using the specified forms. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Closeout reporting documents must be addressed to the CDA Local Finance Bureau.

ARTICLE IX. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.045 Consolidated Appropriations Act, 2021, Supplemental Funding Nutrition Older Americans Act Title III-C2.

93.747 Coronavirus Response and Relief Supplemental Appropriations Act, 2021 funding for Long Term Care Ombudsman, Social Security Act Title XX Section 2043 (a)(1)(A), and Title VII Elder Justice.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other

**Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic
Pets Funding**

cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget,

- B. Any Title III and Title XX service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE X. REPORTING PROVISIONS

- A. Consolidated Appropriations Act Title III C-2
 - i. The Contractor shall (1) track the number of units of service provided and the number of people served and (2) submit this data to CDA as directed.
 - ii. Data related to the Consolidated Appropriations Act Title III C-2 shall not be submitted to the CARS database.
- B. The Contractor shall report data for the Ombudsman Robotic Companion Pets Project, using the CDA 8000, and maintain records pertaining to recipient identification, number of pets purchased, number of residents who received a pet, and the number of facilities, including facility type, impacted. Records may include information about the impact the robotic pet has had on the individual and others at the LTC facilities.
- C. If photographs are taken by Ombudsman representatives, consent is required, written or otherwise documented, by the resident or the resident’s representative. Photographs and documentation of consent shall be provided to the OSLTCO no less than every six months until all funds are expended.
- D. Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic Pet funding will not be captured within the CARS database. The Contractor is required to submit monthly expenditure reports. To report expenditures, Contractors must use the “CAA Expenditure Report Form” (CDA 7030), “Elder Justice Expenditure Report Form” (CDA 7031), and the “Ombudsman Robotic Pet Expenditure Report Form” (CDA 8001).
- E. Reporting Provisions Specific to Title XX Elder Justice
 - † The Contractor must document all activities, cases, and complaints in accordance with the National Ombudsman Reporting System (NORS) data collection requirements and that this data is routinely entered into the states’ reporting software (ODIN):

AP-2122 Amendment 2

**Exhibit F – Consolidated Appropriations Act, Elder Justice, and Ombudsman Robotic
Pets Funding**

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 31
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 31
Quarter 4	July 1 - September 30	October 31

ARTICLE XI. CLOSEOUT

- A. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Taylor Hartshorn

SUBJECT: Approval and Ratification of the Acceptance of Allocation Agreement for Quarters 1 and 2 of Fiscal Year 2021-2022

RECOMMENDED ACTION:

Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$150,000 for the period of July 1, 2021 through December 31, 2021, and authorize the HHS Director to sign Allocation Agreement No. CTCP-17-14 and Prospective Payment Invoices.

SUMMARY/JUSTIFICATION:

This Allocation Agreement comes before your Board to be ratified as it was received from the California Tobacco Control Program (CTCP) on August 31, 2021, and the routing process, which was initiated at that time was recently completed.

The first two quarters of fiscal year 2021-2022 represent a six-month extension of a 4-year contract period between CTCP and the County of Inyo, covering July 1, 2017- June 30, 2021. The allocation for Inyo County for the funding period of July 1, 2021 through December 31, 2021 is \$150,000. Program staff will be wrapping up all required Scope of Work activities in the current Project.

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior change as a way to use funds most effectively and efficiently for the greatest impact on society.

The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation for Quarters 1 and 2 of FY 2021-2022 and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2017-2021 and the allocation agreement will end on December 31, 2021. CDPH will work individually with counties regarding the remaining budget and spending plan in order to reduce the amount of unspent funds that need to be returned to CTCP at the end of the Project Period.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not ratify and approve this agreement, which would disallow Inyo County from accepting the funds for Quarters 1 and 2 of FY 21/22 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

OTHER AGENCY INVOLVEMENT:

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

FINANCING:

State and Federal funding for the local Tobacco Control Education Program is \$150,000. Funds are brought into individual trust accounts as required by CDPH (505117 & 1505118) and later transferred into the Tobacco (640317) budget in State Grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

ATTACHMENTS:

1. Inyo Allocation Agreement FY 21-22

APPROVALS:

Taylor Hartshorn	Created/Initiated - 11/16/2021
Darcy Ellis	Approved - 11/16/2021
Marilyn Mann	Approved - 11/17/2021
Melissa Best-Baker	Approved - 11/17/2021
Grace Chuchla	Approved - 11/17/2021
Amy Shepherd	Approved - 11/18/2021
Marilyn Mann	Final Approval - 11/18/2021



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

August 31, 2021

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 21-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2021 THROUGH DECEMBER 31, 2021

Purpose Release the *Acceptance of Allocation Agreement for Quarters 1 and 2 of Fiscal Year 2021-2022*

Effective Date Immediately

Inclusions

1. Acceptance of Allocation Agreement for Quarters 1 and 2 of Fiscal Year 2021-2022 Funding Period: July 1, 2021 through December 31, 2021
2. Revised APPENDIX 1, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2017/18 - FY 2021/22 (Dated 8/20/2020) previously released in the 2017 - 2021 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES

Required Action

1. Please print, sign, and date the Acceptance of Allocation Agreement for Quarters 1 and 2 of Fiscal Year 2021-2022. The signature, on the Acceptance of Allocation Agreement, must match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).

CDPH California Tobacco Control Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5500 • (916) 449-5505 FAX
Internet Address: www.cdph.ca.gov



2. Return the Acceptance of Allocation Agreement for Quarters 1 and 2 of Fiscal Year 2021-2022, bearing an original signature, to your assigned CTCP Procurement Manager (PM) at the following address:

USPS Mailing Address:

Attention: "Name of assigned
CTCP PM" California Department
of Public Health CHC/California
Tobacco Control Program MS
7206
P. O. Box 997377
Sacramento, CA 95899-7377

**Why The
Agreement
is Needed**

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Quarters 1 and 2 of Fiscal Year (FY) 2021-2022 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the Acceptance of Allocation Agreement for Quarters 1 and 2 of FY 2021-2022, from your city/county, bearing the original signature of the official Agency Signatory identified in OTIS.

**Budget
Information**

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for Quarters 1 and 2 of FY 2021-2022 is based on the updated LLA Allocation Table (Dated 8/20/2021) for the FY 2017-2021 plan period.

**Additional
Information**

During the plan period, LLA Project Directors will receive feedback from CTCP's:

- PMs who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2017-2021.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2017 – 2021 Local Lead Agency Comprehensive Tobacco Control Plan ends on December 31, 2021 and are due 90 days after receiving the plan's closeout letter.

**Contact Person
For Further
Information**

Your assigned CTCP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
For Quarters 1 and 2 of
FISCAL YEAR 2021-2022**

County of Inyo

Agreement Number: CTCP-17-14

Agreement Amount: \$150,000

Proposition 56: \$75,000

Proposition 99: \$75,000

FUNDING PERIOD: JULY 1, 2021 THROUGH DECEMBER 31, 2021

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

FY 17/18

LLA	Agreement	FY 17/18 Prop 99 @ Budget Act Jul-17	FY 17/18 Prop 99 Adjustment @ Jan 2018 GB	FY 17/18 Total Prop 99 @Jan 2018 GB	FY 17/18 Prop 56 @ BA & GB	FY 17/18 TOTAL Prop 99+56 @ BA & GB
Alameda	CTCP-17-01	\$150,000		\$150,000	\$1,886,917	\$2,036,917
Berkeley	CTCP-17-01A	\$150,000		\$150,000	\$175,190	\$325,190
Alpine	CTCP-17-02	\$150,000		\$150,000	\$219,105	\$369,105
Amador	CTCP-17-03	\$150,000		\$150,000	\$219,105	\$369,105
Butte	CTCP-17-04	\$150,000		\$150,000	\$319,042	\$469,042
Calaveras	CTCP-17-05	\$150,000		\$150,000	\$219,105	\$369,105
Colusa	CTCP-17-06	\$150,000		\$150,000	\$219,105	\$369,105
Contra Costa	CTCP-17-07	\$150,000		\$150,000	\$784,024	\$934,024
Del Norte	CTCP-17-08	\$150,000		\$150,000	\$219,105	\$369,105
El Dorado	CTCP-17-09	\$150,000		\$150,000	\$224,068	\$374,068
Fresno	CTCP-17-10	\$150,000		\$150,000	\$1,167,644	\$1,317,644
Glenn	CTCP-17-11	\$150,000		\$150,000	\$219,105	\$369,105
Humboldt	CTCP-17-12	\$150,000		\$150,000	\$219,105	\$369,105
Imperial	CTCP-17-13	\$150,000		\$150,000	\$219,105	\$369,105
Inyo	CTCP-17-14	\$150,000		\$150,000	\$219,105	\$369,105
Kern	CTCP-17-15	\$150,000		\$150,000	\$742,762	\$892,762
Kings	CTCP-17-16	\$150,000		\$150,000	\$219,105	\$369,105
Lake	CTCP-17-17	\$150,000		\$150,000	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000		\$150,000	\$219,105	\$369,105
Los Angeles	CTCP-17-19	\$1,637,246	(\$492,702)	\$1,144,544	\$17,831,129	\$18,975,673
Pasadena	CTCP-17-19B	\$150,000		\$150,000	\$291,083	\$441,083
Long Beach	CTCP-17-19A	\$150,000		\$150,000	\$924,331	\$1,074,331
Madera	CTCP-17-20	\$150,000		\$150,000	\$219,105	\$369,105
Marin	CTCP-17-21	\$150,000		\$150,000	\$418,708	\$568,708
Mariposa	CTCP-17-22	\$150,000		\$150,000	\$219,105	\$369,105
Mendocino	CTCP-17-23	\$150,000		\$150,000	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000		\$150,000	\$314,966	\$464,966
Modoc	CTCP-17-25	\$150,000		\$150,000	\$219,105	\$369,105
Mono	CTCP-17-26	\$150,000		\$150,000	\$219,105	\$369,105
Monterey	CTCP-17-27	\$150,000		\$150,000	\$562,496	\$712,496
Napa	CTCP-17-28	\$150,000		\$150,000	\$219,105	\$369,105
Nevada	CTCP-17-29	\$150,000		\$150,000	\$219,105	\$369,105
Orange	CTCP-17-30	\$227,230	(\$77,230)	\$150,000	\$2,234,068	\$2,384,068
Placer	CTCP-17-31	\$150,000		\$150,000	\$160,744	\$310,744
Plumas	CTCP-17-32	\$150,000		\$150,000	\$219,105	\$369,105
Riverside	CTCP-17-33	\$150,000		\$150,000	\$1,383,869	\$1,533,869
Sacramento	CTCP-17-34	\$150,000		\$150,000	\$1,431,435	\$1,581,435
San Benito	CTCP-17-35	\$150,000		\$150,000	\$219,105	\$369,105
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000		\$150,000	\$1,651,007	\$1,801,007
San Diego	CTCP-17-37	\$265,214	(\$67,453)	\$197,761	\$2,607,515	\$2,805,276
San Francisco	CTCP-17-38	\$238,357	(\$60,622)	\$177,735	\$2,343,463	\$2,521,198
San Joaquin	CTCP-17-39	\$150,000		\$150,000	\$757,110	\$907,110
San Luis Obispo	CTCP-17-40	\$150,000		\$150,000	\$352,011	\$502,011
San Mateo	CTCP-17-41	\$150,000		\$150,000	\$634,019	\$784,019
Santa Barbara	CTCP-17-42	\$150,000		\$150,000	\$344,271	\$494,271
Santa Clara	CTCP-17-43	\$231,953	(\$58,993)	\$172,960	\$2,280,505	\$2,453,465
Santa Cruz	CTCP-17-44	\$150,000		\$150,000	\$335,184	\$485,184
Shasta	CTCP-17-45	\$150,000		\$150,000	\$258,374	\$408,374
Sierra	CTCP-17-46	\$150,000		\$150,000	\$219,105	\$369,105
Siskiyou	CTCP-17-47	\$150,000		\$150,000	\$219,105	\$369,105
Solano	CTCP-17-48	\$150,000		\$150,000	\$579,764	\$729,764
Sonoma	CTCP-17-49	\$150,000		\$150,000	\$670,943	\$820,943
Stanislaus	CTCP-17-50	\$150,000		\$150,000	\$556,234	\$706,234
Sutter	CTCP-17-51	\$150,000		\$150,000	\$219,105	\$369,105
Tehama	CTCP-17-52	\$150,000		\$150,000	\$219,105	\$369,105
Trinity	CTCP-17-53	\$150,000		\$150,000	\$219,105	\$369,105
Tulare	CTCP-17-54	\$150,000		\$150,000	\$598,627	\$748,627
Tuolumne	CTCP-17-55	\$150,000		\$150,000	\$219,105	\$369,105
Ventura	CTCP-17-56	\$150,000		\$150,000	\$672,716	\$822,716
Yolo	CTCP-17-57	\$150,000		\$150,000	\$261,051	\$411,051
Yuba	CTCP-17-58	\$150,000		\$150,000	\$219,105	\$369,105
		\$11,000,000	(\$757,000)	\$10,243,000	\$51,752,000	\$61,995,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

FY 18/19

LLA	Agreement	FY 18/19 Prop 99 (Estimate)	FY 18/19 Prop 99 Adjustment @Budget Act	FY 18/19 Total Prop 99 @Budget Act Jul-18	FY 18/19 Prop 56 (Estimate)	FY 18/19 Prop 56 Adjustment @ Budget Act	FY 18/19 Total Prop 56 @ Budget Act Jul-18	FY 18/19 TOTAL Prop 99+56 @ Budget Act
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,429,105	(\$150,815)	\$1,278,290	\$1,428,290
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$245,020	(\$23,086)	\$221,934	\$371,934
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$600,384	(\$57,340)	\$543,044	\$693,044
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$172,082	(\$16,214)	\$155,868	\$305,868
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$894,150	(\$85,397)	\$808,753	\$958,753
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$568,787	(\$54,323)	\$514,464	\$664,464
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Los Angeles	CTCP-17-19	\$1,343,320	(\$1,193,320)	\$150,000	\$13,654,591	(\$1,304,106)	\$12,350,485	\$12,500,485
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$222,903	(\$21,289)	\$201,614	\$351,614
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$707,827	(\$67,602)	\$640,225	\$790,225
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$321,563	(\$30,299)	\$291,264	\$441,264
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$241,192	(\$23,035)	\$218,157	\$368,157
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$430,744	(\$41,139)	\$389,605	\$539,605
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Orange	CTCP-17-30	\$192,754	(\$42,754)	\$150,000	\$1,710,789	(\$163,392)	\$1,547,397	\$1,697,397
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,059,729	(\$101,211)	\$958,518	\$1,108,518
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,096,154	(\$104,690)	\$991,464	\$1,141,464
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,264,296	(\$120,749)	\$1,143,547	\$1,293,547
San Diego	CTCP-17-37	\$224,974	(\$74,974)	\$150,000	\$1,996,764	(\$190,705)	\$1,806,059	\$1,956,059
San Francisco	CTCP-17-38	\$202,192	(\$52,192)	\$150,000	\$1,794,560	(\$171,392)	\$1,623,168	\$1,773,168
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$579,774	(\$55,372)	\$524,402	\$674,402
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$269,560	(\$25,745)	\$243,815	\$393,815
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$485,515	(\$46,370)	\$439,145	\$589,145
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$263,634	(\$25,179)	\$238,455	\$388,455
Santa Clara	CTCP-17-43	\$196,760	(\$46,760)	\$150,000	\$1,746,348	(\$166,788)	\$1,579,560	\$1,729,560
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$256,675	(\$24,514)	\$232,161	\$382,161
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$198,428	(\$18,696)	\$179,732	\$329,732
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$445,251	(\$41,953)	\$403,298	\$553,298
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$515,276	(\$48,551)	\$466,725	\$616,725
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$425,949	(\$40,681)	\$385,268	\$535,268
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$458,412	(\$43,781)	\$414,631	\$564,631
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$515,148	(\$49,200)	\$465,948	\$615,948
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$199,906	(\$19,092)	\$180,814	\$330,814
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
		\$10,560,000	(\$1,410,000)	\$9,150,000	\$39,745,536	(\$3,744,936)	\$36,000,600	\$45,150,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

REVISED FY 19/20 @ BA Jul 2020

LLA	Agreement	FY 19/20 Total Prop 99 @ BA Jul-19	FY 19/20 Prop 56 @ Budget Act Jul-19	FY 19/20 Prop 56 Adjustment Revised @GB Jan 2020	FY 19/20 Revised Prop 56 @BA2020	FY 19/20 TOTAL Prop 99+56
Alameda	CTCP-17-01	\$150,000	\$1,522,157	(\$120,809)	\$1,401,348	\$1,551,348
Berkeley	CTCP-17-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Amador	CTCP-17-03	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Butte	CTCP-17-04	\$150,000	\$259,283	(\$18,500)	\$240,783	\$390,783
Calaveras	CTCP-17-05	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Colusa	CTCP-17-06	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Contra Costa	CTCP-17-07	\$150,000	\$635,763	(\$45,932)	\$589,831	\$739,831
Del Norte	CTCP-17-08	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
El Dorado	CTCP-17-09	\$150,000	\$182,099	(\$12,993)	\$169,106	\$319,106
Fresno	CTCP-17-10	\$150,000	\$946,840	(\$68,407)	\$878,433	\$1,028,433
Glenn	CTCP-17-11	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Humboldt	CTCP-17-12	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Imperial	CTCP-17-13	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Inyo	CTCP-17-14	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Kern	CTCP-17-15	\$150,000	\$602,304	(\$43,515)	\$558,789	\$708,789
Kings	CTCP-17-16	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Lake	CTCP-17-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Los Angeles	CTCP-17-19	\$150,000	\$14,459,208	(\$1,044,629)	\$13,414,579	\$13,564,579
Pasadena	CTCP-17-19B	\$150,000	\$236,038	(\$17,053)	\$218,985	\$368,985
Long Beach	CTCP-17-19A	\$150,000	\$749,537	(\$54,152)	\$695,385	\$845,385
Madera	CTCP-17-20	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Marin	CTCP-17-21	\$150,000	\$340,281	(\$24,279)	\$316,002	\$466,002
Mariposa	CTCP-17-22	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Mendocino	CTCP-17-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$255,405	(\$18,452)	\$236,953	\$386,953
Modoc	CTCP-17-25	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Mono	CTCP-17-26	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Monterey	CTCP-17-27	\$150,000	\$456,126	(\$32,954)	\$423,172	\$573,172
Napa	CTCP-17-28	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Nevada	CTCP-17-29	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Orange	CTCP-17-30	\$150,000	\$1,811,600	(\$130,883)	\$1,680,717	\$1,830,717
Placer	CTCP-17-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Riverside	CTCP-17-33	\$150,000	\$1,122,175	(\$81,074)	\$1,041,101	\$1,191,101
Sacramento	CTCP-17-34	\$150,000	\$1,160,747	(\$83,861)	\$1,076,886	\$1,226,886
San Benito	CTCP-17-35	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$1,338,797	(\$96,724)	\$1,242,073	\$1,392,073
San Diego	CTCP-17-37	\$150,000	\$2,114,426	(\$152,761)	\$1,961,665	\$2,111,665
San Francisco	CTCP-17-38	\$150,000	\$1,900,308	(\$137,292)	\$1,763,016	\$1,913,016
San Joaquin	CTCP-17-39	\$150,000	\$613,939	(\$44,356)	\$569,583	\$719,583
San Luis Obispo	CTCP-17-40	\$150,000	\$285,445	(\$20,623)	\$264,822	\$414,822
San Mateo	CTCP-17-41	\$150,000	\$514,125	(\$37,144)	\$476,981	\$626,981
Santa Barbara	CTCP-17-42	\$150,000	\$279,169	(\$20,169)	\$259,000	\$409,000
Santa Clara	CTCP-17-43	\$150,000	\$1,849,255	(\$133,603)	\$1,715,652	\$1,865,652
Santa Cruz	CTCP-17-44	\$150,000	\$271,800	(\$19,637)	\$252,163	\$402,163
Shasta	CTCP-17-45	\$150,000	\$209,979	(\$14,982)	\$194,997	\$344,997
Sierra	CTCP-17-46	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Siskiyou	CTCP-17-47	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Solano	CTCP-17-48	\$150,000	\$471,169	(\$33,618)	\$437,551	\$587,551
Sonoma	CTCP-17-49	\$150,000	\$545,271	(\$38,906)	\$506,365	\$656,365
Stanislaus	CTCP-17-50	\$150,000	\$451,049	(\$32,587)	\$418,462	\$568,462
Sutter	CTCP-17-51	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Tehama	CTCP-17-52	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Trinity	CTCP-17-53	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Tulare	CTCP-17-54	\$150,000	\$485,425	(\$35,070)	\$450,355	\$600,355
Tuolumne	CTCP-17-55	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Ventura	CTCP-17-56	\$150,000	\$545,504	(\$39,411)	\$506,093	\$656,093
Yolo	CTCP-17-57	\$150,000	\$211,686	(\$15,294)	\$196,392	\$346,392
Yuba	CTCP-17-58	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
		\$9,150,000	\$42,056,600	(\$3,000,000)	\$39,056,600	\$48,206,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

REVISED FY 20/21 @ BA Jul 2020

LLA	Agreement	FY 20/21 Total Revised Prop 99 @BA2020	FY 20/21 Prop 56 (Estimate) @ BA 2019	FY 20/21 Prop 56 Adjustment	FY 20/21 Total Revised Prop 56 @BA2020	FY 20/21 TOTAL Prop 99+56
Alameda	CTCP-17-01	\$150,000	\$1,152,463	\$40,182	\$1,192,645	\$1,342,645
Berkeley	CTCP-17-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-17-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-17-04	\$150,000	\$204,548	\$5,416	\$209,964	\$359,964
Calaveras	CTCP-17-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-17-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-17-07	\$150,000	\$495,203	\$15,278	\$510,481	\$660,481
Del Norte	CTCP-17-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-17-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-17-10	\$150,000	\$737,505	\$22,752	\$760,257	\$910,257
Glenn	CTCP-17-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-17-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-17-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-17-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-17-15	\$150,000	\$469,141	\$14,474	\$483,615	\$633,615
Kings	CTCP-17-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-17-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-17-19	\$150,000	\$11,262,454	\$347,452	\$11,609,906	\$11,759,906
Pasadena	CTCP-17-19B	\$150,000	\$183,853	\$5,672	\$189,525	\$339,525
Long Beach	CTCP-17-19A	\$150,000	\$583,823	\$18,012	\$601,835	\$751,835
Madera	CTCP-17-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-17-21	\$150,000	\$268,447	\$7,109	\$275,556	\$425,556
Mariposa	CTCP-17-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-17-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$198,938	\$6,138	\$205,076	\$355,076
Modoc	CTCP-17-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-17-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-17-27	\$150,000	\$355,282	\$10,961	\$366,243	\$516,243
Napa	CTCP-17-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-17-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-17-30	\$150,000	\$1,411,077	\$43,533	\$1,454,610	\$1,604,610
Placer	CTCP-17-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-17-33	\$150,000	\$874,076	\$26,965	\$901,041	\$1,051,041
Sacramento	CTCP-17-34	\$150,000	\$904,120	\$27,892	\$932,012	\$1,082,012
San Benito	CTCP-17-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$1,042,805	\$32,171	\$1,074,976	\$1,224,976
San Diego	CTCP-17-37	\$150,000	\$1,646,952	\$50,810	\$1,697,762	\$1,847,762
San Francisco	CTCP-17-38	\$150,000	\$1,480,172	\$45,665	\$1,525,837	\$1,675,837
San Joaquin	CTCP-17-39	\$150,000	\$478,204	\$14,753	\$492,957	\$642,957
San Luis Obispo	CTCP-17-40	\$150,000	\$222,336	\$6,859	\$229,195	\$379,195
San Mateo	CTCP-17-41	\$150,000	\$400,458	\$12,354	\$412,812	\$562,812
Santa Barbara	CTCP-17-42	\$150,000	\$217,448	\$6,708	\$224,156	\$374,156
Santa Clara	CTCP-17-43	\$150,000	\$1,440,407	\$44,437	\$1,484,844	\$1,634,844
Santa Cruz	CTCP-17-44	\$150,000	\$211,708	\$6,532	\$218,240	\$368,240
Shasta	CTCP-17-45	\$150,000	\$165,652	\$4,387	\$170,039	\$320,039
Sierra	CTCP-17-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-17-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-17-48	\$150,000	\$371,704	\$9,844	\$381,548	\$531,548
Sonoma	CTCP-17-49	\$150,000	\$430,163	\$11,391	\$441,554	\$591,554
Stanislaus	CTCP-17-50	\$150,000	\$351,327	\$10,839	\$362,166	\$512,166
Sutter	CTCP-17-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-17-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-17-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-17-54	\$150,000	\$378,103	\$11,665	\$389,768	\$539,768
Tuolumne	CTCP-17-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-17-56	\$150,000	\$424,899	\$13,109	\$438,008	\$588,008
Yolo	CTCP-17-57	\$150,000	\$164,885	\$5,087	\$169,972	\$319,972
Yuba	CTCP-17-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$33,178,153	\$878,447	\$34,056,600	\$43,206,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

REVISED FY 21/22 @ BA Jul 2020

LLA	Agreement	FY 21/22 Prop 99 (Annual Estimate) @ BA 2020	21/22 Prop 99 Jul-Dec '21 Est @ BA 2020	21/22 Prop 99 Jan-Jun '22 Est @ BA 2020	FY 21/22 Prop 56 (Annual Estimate) @ BA 2020	21/22 Prop 56 Jul-Dec '21 Est @ BA 2020	21/22 Prop 56 Jan-Jun '22 Est @ BA 2020	FY 21/22 TOTAL Prop 99+56 Jul-Dec '21 Est.
Alameda	CTCP-17-01	\$150,000	\$75,000	\$75,000	\$1,036,879	\$518,440	\$518,439	\$593,440
Berkeley	CTCP-17-01A	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Alpine	CTCP-17-02	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Amador	CTCP-17-03	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Butte	CTCP-17-04	\$150,000	\$75,000	\$75,000	\$188,953	\$94,476	\$94,477	\$169,476
Calaveras	CTCP-17-05	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Colusa	CTCP-17-06	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-17-07	\$150,000	\$75,000	\$75,000	\$451,258	\$225,629	\$225,629	\$300,629
Del Norte	CTCP-17-08	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-17-09	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Fresno	CTCP-17-10	\$150,000	\$75,000	\$75,000	\$672,057	\$336,028	\$336,029	\$411,028
Glenn	CTCP-17-11	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-17-12	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Imperial	CTCP-17-13	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Inyo	CTCP-17-14	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Kern	CTCP-17-15	\$150,000	\$75,000	\$75,000	\$427,509	\$213,754	\$213,755	\$288,754
Kings	CTCP-17-16	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Lake	CTCP-17-17	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Lassen	CTCP-17-18	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-17-19	\$150,000	\$75,000	\$75,000	\$10,262,994	\$5,131,497	\$5,131,497	\$5,206,497
Pasadena	CTCP-17-19B	\$150,000	\$75,000	\$75,000	\$167,537	\$83,768	\$83,769	\$158,768
Long Beach	CTCP-17-19A	\$150,000	\$75,000	\$75,000	\$532,014	\$266,007	\$266,007	\$341,007
Madera	CTCP-17-20	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Marin	CTCP-17-21	\$150,000	\$75,000	\$75,000	\$247,980	\$123,990	\$123,990	\$198,990
Mariposa	CTCP-17-22	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-17-23	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Merced (CHC)	17-10006	\$150,000	\$75,000	\$75,000	\$181,284	\$90,642	\$90,642	\$165,642
Modoc	CTCP-17-25	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Mono	CTCP-17-26	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Monterey	CTCP-17-27	\$150,000	\$75,000	\$75,000	\$323,753	\$161,876	\$161,877	\$236,876
Napa	CTCP-17-28	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Nevada	CTCP-17-29	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Orange	CTCP-17-30	\$150,000	\$75,000	\$75,000	\$1,285,855	\$642,928	\$642,927	\$717,928
Placer	CTCP-17-31	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Plumas	CTCP-17-32	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Riverside	CTCP-17-33	\$150,000	\$75,000	\$75,000	\$796,508	\$398,254	\$398,254	\$473,254
Sacramento	CTCP-17-34	\$150,000	\$75,000	\$75,000	\$823,886	\$411,943	\$411,943	\$486,943
San Benito	CTCP-17-35	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$75,000	\$75,000	\$950,264	\$475,132	\$475,132	\$550,132
San Diego	CTCP-17-37	\$150,000	\$75,000	\$75,000	\$1,500,798	\$750,399	\$750,399	\$825,399
San Francisco	CTCP-17-38	\$150,000	\$75,000	\$75,000	\$1,348,818	\$674,409	\$674,409	\$749,409
San Joaquin	CTCP-17-39	\$150,000	\$75,000	\$75,000	\$435,767	\$217,884	\$217,883	\$292,884
San Luis Obispo	CTCP-17-40	\$150,000	\$75,000	\$75,000	\$202,606	\$101,303	\$101,303	\$176,303
San Mateo	CTCP-17-41	\$150,000	\$75,000	\$75,000	\$364,920	\$182,460	\$182,460	\$257,460
Santa Barbara	CTCP-17-42	\$150,000	\$75,000	\$75,000	\$198,151	\$99,076	\$99,075	\$174,076
Santa Clara	CTCP-17-43	\$150,000	\$75,000	\$75,000	\$1,312,582	\$656,291	\$656,291	\$731,291
Santa Cruz	CTCP-17-44	\$150,000	\$75,000	\$75,000	\$192,921	\$96,460	\$96,461	\$171,460
Shasta	CTCP-17-45	\$150,000	\$75,000	\$75,000	\$153,022	\$76,511	\$76,511	\$151,511
Sierra	CTCP-17-46	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-17-47	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Solano	CTCP-17-48	\$150,000	\$75,000	\$75,000	\$343,365	\$171,682	\$171,683	\$246,682
Sonoma	CTCP-17-49	\$150,000	\$75,000	\$75,000	\$397,366	\$198,683	\$198,683	\$273,683
Stanislaus	CTCP-17-50	\$150,000	\$75,000	\$75,000	\$320,150	\$160,075	\$160,075	\$235,075
Sutter	CTCP-17-51	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Tehama	CTCP-17-52	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Trinity	CTCP-17-53	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Tulare	CTCP-17-54	\$150,000	\$75,000	\$75,000	\$344,550	\$172,275	\$172,275	\$247,275
Tuolumne	CTCP-17-55	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Ventura	CTCP-17-56	\$150,000	\$75,000	\$75,000	\$387,193	\$193,596	\$193,597	\$268,596
Yolo	CTCP-17-57	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Yuba	CTCP-17-58	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
		\$9,150,000	\$4,575,000	\$4,575,000	\$30,650,940	\$15,325,468	\$15,325,472	\$19,900,468

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

**REVISED
TOTAL**

LLA	Agreement	FY 17/18 - Dec '21 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-17-01	\$6,952,640
Berkeley	CTCP-17-01A	\$1,375,190
Alpine	CTCP-17-02	\$1,436,880
Amador	CTCP-17-03	\$1,436,880
Butte	CTCP-17-04	\$1,761,199
Calaveras	CTCP-17-05	\$1,436,880
Colusa	CTCP-17-06	\$1,436,880
Contra Costa	CTCP-17-07	\$3,328,009
Del Norte	CTCP-17-08	\$1,436,880
El Dorado	CTCP-17-09	\$1,449,042
Fresno	CTCP-17-10	\$4,626,115
Glenn	CTCP-17-11	\$1,436,880
Humboldt	CTCP-17-12	\$1,436,880
Imperial	CTCP-17-13	\$1,436,880
Inyo	CTCP-17-14	\$1,436,880
Kern	CTCP-17-15	\$3,188,384
Kings	CTCP-17-16	\$1,436,880
Lake	CTCP-17-17	\$1,350,000
Lassen	CTCP-17-18	\$1,436,880
Los Angeles	CTCP-17-19	\$62,007,140
Pasadena	CTCP-17-19B	\$1,659,975
Long Beach	CTCP-17-19A	\$3,802,783
Madera	CTCP-17-20	\$1,436,880
Marin	CTCP-17-21	\$2,100,520
Mariposa	CTCP-17-22	\$1,436,880
Mendocino	CTCP-17-23	\$1,350,000
Merced (CHC)	17-10006	\$1,740,794
Modoc	CTCP-17-25	\$1,436,880
Mono	CTCP-17-26	\$1,436,880
Monterey	CTCP-17-27	\$2,578,392
Napa	CTCP-17-28	\$1,436,880
Nevada	CTCP-17-29	\$1,436,880
Orange	CTCP-17-30	\$8,234,720
Placer	CTCP-17-31	\$1,360,744
Plumas	CTCP-17-32	\$1,436,880
Riverside	CTCP-17-33	\$5,357,783
Sacramento	CTCP-17-34	\$5,518,740
San Benito	CTCP-17-35	\$1,436,880
San Bernardino (CHC)	17-10038 / 18-10380	\$6,261,735
San Diego	CTCP-17-37	\$9,546,161
San Francisco	CTCP-17-38	\$8,632,628
San Joaquin	CTCP-17-39	\$3,236,936
San Luis Obispo	CTCP-17-40	\$1,866,146
San Mateo	CTCP-17-41	\$2,820,417
Santa Barbara	CTCP-17-42	\$1,839,958
Santa Clara	CTCP-17-43	\$8,414,812
Santa Cruz	CTCP-17-44	\$1,809,208
Shasta	CTCP-17-45	\$1,554,653
Sierra	CTCP-17-46	\$1,436,880
Siskiyou	CTCP-17-47	\$1,436,880
Solano	CTCP-17-48	\$2,648,843
Sonoma	CTCP-17-49	\$2,959,270
Stanislaus	CTCP-17-50	\$2,557,205
Sutter	CTCP-17-51	\$1,436,880
Tehama	CTCP-17-52	\$1,436,880
Trinity	CTCP-17-53	\$1,436,880
Tulare	CTCP-17-54	\$2,700,656
Tuolumne	CTCP-17-55	\$1,436,880
Ventura	CTCP-17-56	\$2,951,361
Yolo	CTCP-17-57	\$1,558,229
Yuba	CTCP-17-58	\$1,436,880
		\$198,558,800



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Taylor Hartshorn

SUBJECT: Sole Source Advertising Contract between County of Inyo and Lamar

RECOMMENDED ACTION:

Request Board: A) declare The Lamar Companies (a.k.a Lamar) of Lancaster, CA a sole-source provider of billboard advertising; B) approve the contract between the County of Inyo and Lamar of Lancaster, CA for the provision of two vinyl panel billboards for the Tobacco/Nicotine Prevention and Cessation Program and Substance Use Disorder (SUD) Prevention Program in an amount not to exceed \$21,181.00 for the period of December 23, 2021 through June 8, 2022; and C) authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Department requests this contract as a sole source contract due to the lack of availability of outdoor advertising space by other companies along the 395 corridor portion of Inyo County.

Outdoor advertising can play an important role in an advertising campaign, and the Tobacco Programs in both Inyo and Mono Counties have worked with Lamar to expand their messaging. For health advocates, billboards are best used for awareness campaigns or reminders that link the audience to other media that communicates an overall message.

Inyo County has worked with Mono County to split the cost of a Tobacco billboard just north of Bishop since the fall of 2018. With the availability of a second billboard on 395 at Ft. Independence and the availability of rollover funds last fiscal year, Inyo County Tobacco was able to pay for both the Bishop and Ft. Independence billboards in 2021.

By pooling funds from two programs, Tobacco and SUD Prevention, Inyo County has sufficient funds to continue payment for both the Ft. Independence and Bishop billboards for the period of December 23, 2021, through June 8, 2021.

Combined, the two billboards now contribute to between 23,000 and 30,000 weekly impressions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The CAO could deny this request, which would impact the collaboration of Mono and Inyo Counties on a joint advertising campaign for the Tobacco Program.

OTHER AGENCY INVOLVEMENT:

Mono County Public Health Department

FINANCING:

This will be paid using SUD Prevention and Tobacco Program funds. This expense will be budgeted \$15,943 in the SUD Prevention Budget (045315) and \$5,238.00 in the Tobacco Budget (640322) in Paid Media (5263). No County General Funds will be used.

ATTACHMENTS:

1. Lamar Contract

APPROVALS:

Taylor Hartshorn	Created/Initiated - 11/18/2021
Darcy Ellis	Approved - 11/18/2021
Taylor Hartshorn	Approved - 11/18/2021
Marilyn Mann	Approved - 11/18/2021
Melissa Best-Baker	Approved - 11/19/2021
John Vallejo	Approved - 11/19/2021
Amy Shepherd	Approved - 11/30/2021
Marilyn Mann	Final Approval - 12/1/2021



CONTRACT # 3715443

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	696779-1
Name	COUNTY OF INYO
Address	1360 N. MAIN ST., SUITE 203-D
City/State/Zip	BISHOP, CA 93514
Contact	Leslie Chapman
Email Address	
Phone #	(760) 872-1394
Fax #	
P.O./ Reference #	
Advertiser/Product	HEALTH & HUMAN SERVICES
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	256 Lancaster, CA	Vinyl panel 1482		01/01/22	1	\$945.00	\$945.00
Vinyl	256 Lancaster, CA	vinyl panel 13644		01/01/22	1	\$760.00	\$760.00
Total Production/Other Services Costs:							\$1,705.00

Space										
# of Panels: 2									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
1482 256-FT 350196 INDEPENDENCE, CA		HWY 395 EL 800' S/O CAMPGROUND ENTRANCE	Yes	Perm Bulletin	10' 6" x 36' 0"		12/23/21-06/08/22	6	\$1,623.00	\$9,738.00
13644 256-BISHOP, CA 30484898		HWY 395 SL 400' W/O PAHA LANE	No	Junior Bulletin	12' 3" x 24' 6"		12/23/21-06/08/22	6	\$1,623.00	\$9,738.00
Total Space Costs:									\$19,476.00	
Total Costs:									\$21,181.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Owner (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	COUNTY OF INYO
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)



Lancaster
P.O. Box 829
Lancaster, CA 93584
Phone: 661-948-0721
Fax: 661-948-1631



CONTRACT # 3715443

Date: 11/4/2021
New/Renewal: RENEWAL
Account Executive: Amanda Petryshyn
Phone: 661-948-0721

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Amanda Petryshyn

GENERAL MANAGER

DATE 11/18/21

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS





County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Jeffrey Thomson

SUBJECT: Review of the rules, regulations, and administrative policy of the Inyo County Probation Department's electronic monitoring program

RECOMMENDED ACTION:

Request Board: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; B) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter; and C) approve the Probation Department's electronic monitoring program.

SUMMARY/JUSTIFICATION:

As the designated co-correctional administrator to provide alternative custody programs, the Chief Probation Officer has been given authority by the Board of Supervisors to provide electronic monitoring as a means of an alternative to custody and the supervision of offenders on probation, post-release community supervision, and/or mandatory supervision offenders.

The rules, regulations, and administrative policy are to be reviewed, commented on and modified as necessary by the Board of Supervisors to allow for changes in law or internal policy.

The attached electronic monitoring program policies and procedures have been revised to reflect AB 1869 which eliminates the administrative and operational fees for electronic monitoring supervision. All mention of fees to clients for electronic monitoring supervision has been eliminated in the revised policies and procedures.

BACKGROUND/HISTORY OF BOARD ACTIONS:

AB 1869 (2020) was a budget bill that removed the ability to charge specified criminal justice related fees, including electronic monitoring administrative fees and daily rate fees. The bill also includes funding to backfill the funding for programs that would be impacted through the repeal.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors can reject the rules, regulations, and administrative policy. However, this is not recommended as the EM program has proven to be a cost efficient and effective tool used as an alternative to custody as well as a very effective tool for supervision of offenders.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Office

FINANCING:

Currently, all equipment and monitoring service costs are budgeted in the Criminal Justice Realignment budget (023002). Once the Department of Finance finalizes the funding allocation methodology for distribution to counties, it is anticipated that these backfill funds will be utilized to pay for the costs of the Electronic Monitoring Program.

ATTACHMENTS:

1. Electronic Monitoring Program Application
2. Electronic Monitoring Program Acceptance Form
3. Electronic Monitoring Program Policy Manual
4. Electronic Monitoring Program Letter of Completion
5. Electronic Monitoring Program Policy - Involuntary Commitments
6. Electronic Monitoring Program Policy - Remote Alcohol Monitoring
7. Electronic Monitoring Program - Procedure Reentry Case

APPROVALS:

Darcy Ellis	Created/Initiated - 11/15/2021
John Vallejo	Approved - 11/15/2021
Amy Shepherd	Approved - 11/15/2021
Jeffrey Thomson	Final Approval - 11/15/2021

INYO COUNTY PROBATION DEPARTMENT



ALTERNATIVE SENTENCING APPLICATION PROCEDURES

Interviews by Appointment Only

Please allow at least 2 hours for your visit.

You must be interviewed *and* accepted onto a program prior to the turn-in date listed on your court order or you will need to report to the jail on that date. You should come back to sign up at least three weeks prior to your turn in date. Exceptions will not be made because you waited until the last minute.

Prior to your interview, please read the entire application packet, fill out page three of the application completely, and read and sign pages two and four. This should be done prior to meeting with the officer.

When you meet with the officer, they will decide which program best suits your situation. The staff at the front desk cannot make this decision.



ELECTRONIC MONITORING / HOUSE ARREST **APPLICATION**

ITEMS NEEDED TO COMPLETE YOUR APPLICATION

- Application
- Court Minute Order(s)
- Conditions of Probation
- Copy of Restraining/Protective Order(s) (if applicable)
- Driver's License or State ID
- Vehicle Registration
- Vehicle Insurance
- Business License (if applicable)
- Contractor's License (if applicable)
- Telephone/Utility Bill Verifying Address
- Proof of Employment
- Drawing of House/Apartment Floor Plan Including All Rooms and Outbuildings

DO NOT MAIL. YOUR APPLICATION MUST BE DELIVERED IN PERSON WITH ALL DOCUMENTATION. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.



INYO COUNTY PROBATION DEPARTMENT

Alternative Sentencing Agreement

Defendant: _____ Case #: _____

I, _____, understand that participation on an Alternative Sentencing Programs is a privilege and that a Probation Officer will review my application and direct me into an appropriate program. Further, I understand I must comply with the following terms and conditions while participating on any form of Alternative Sentencing. I also understand a violation of any of these conditions and/or program rules may cause my removal from the program without notice. In addition, I understand that the program rules will be enforced for the duration of the program, in conjunction to any other terms and conditions of my probation grant(s).

Alternative Sentencing Program Rules:

1. I will not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the Probation Officer.
2. I will comply with any and all terms and conditions of my probation, and any directives issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and my return to custody. It may also jeopardize further eligibility for other alternative programs.
3. I will not possess, or have in my residence/vehicle, any gun, explosive, or other deadly weapon.
4. I will not possess or use any narcotic or controlled substance without a valid medical prescription.
5. I will submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
6. I will not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
7. I will submit my person, property, residence, or vehicle to search and seizure without any warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.
8. I understand that it is my responsibility to inform my co-residents of the program rules and regulations.
9. I will not operate a motor vehicle unless properly licensed and insured.
10. I understand that I may be directed to enroll and participate in treatment programs or counseling by the Probation Officer. If I should fail to obey these directives I may be removed from the program.
11. I will report to the Probation Officer at such times and places as directed.
12. I will notify the Probation Officer in advance of any change in my address and or phone number.

Defendant: _____

Date: _____

Probation Officer: _____

Date: _____

ALTERNATIVE SENTENCING HARASSMENT POLICY

As a participant in an **Alternative Sentencing Program**, I am required to treat the Probation Staff, Site Staff, and other Work Release/Work Furlough/ Electronic Monitoring/ Drug Court/Community Services or Juvenile Work Project participants with respect, dignity, and courtesy. At no time will any type of harassment be tolerated. I acknowledge that I may be removed from the program for exhibiting any type of offensive behavior.

Harassment Defined:

Speech, such as epithets, derogatory comments or slurs, any kind of propositions including but not limited to lewd propositions, or derogatory swearing.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement.

Visual insults, such as derogatory drawings, cartoons, or physical gestures.

Any **sexual advances**, requests for sexual favors and other acts of a sexual nature, including any kind of touching, or intimidating, causing a hostile or offensive working environment. (Example: Do not ask a participant for his/her phone number or ask them out on a date).

No Alternative Sentencing participant may be harassed based on his or her:

- ◆ Race or Color
- ◆ Religious Creed
- ◆ National Origin or Ancestry
- ◆ Marital Status
- ◆ Sex or Sexual Orientation
- ◆ Age
- ◆ Physical, Mental or Medical condition
- ◆ Opposition to Unlawful Harassment

COMPLAINT PROCEDURE:

Any Alternative Sentencing participant who believes he or she has been harassed must immediately report the offensive behavior to the Adult Supervision Manager either verbally or in writing within 48 hours of the alleged incident.

I have read and understand the above policy:

(Participant)

Date: _____

(Probation Officer)

Date: _____

**THIS SECTION WILL BE REVIEWED AND COMPLETED
DURING THE INTAKE WITH A PROBATION OFFICER**

**Inyo County Probation Department Adult
Work Release Program**

Defendant: _____

CASE NO. _____

Pursuant to the Penal Code, applicants may perform community work at an approved nonprofit worksite. Each participant will receive one day custody credit for every 8 hours worked. Alternative Sentencing participants do not receive custody credits while on a program. Further, failure to appear at the time and place specified by written notice, you may be charged with a misdemeanor pursuant to 4024.2(c) PC.

1. I agree to work as scheduled. I cannot work if I arrive late. I cannot leave until released by the supervisor.
2. Acceptance on Adult Work Release requires a satisfactory physical condition and good health. If this changes due to any injury and/or illness, I will immediately report to the Work Release Office in person with documentation.
3. I will be allowed only _____ absences during the program for any reason (including medical, transportation, or employment). I will be required to make up any absences. If I exceed my allowance, I must report in person by 10:00 a.m. to the Adult Work Release office within two (2) working days of the absence.
4. I will wear suitable clothing and shoes for working outdoors; gloves, rain gear, etc. **(No shorts, halter tops, sandals or open-toed shoes, or sleeveless shirts permitted.)** I will bring my own lunch. I will not bring any electronic equipment, including pagers or cell phones.
5. Communication with **anyone** other than Work Release participants, Probation Officers, or site staff is not permitted. No phone calls or visitors.
6. Misbehavior may result in my removal from the program.
7. I will obey all orders of Probation Officer and liaison supervisors.
8. I will work in a safe manner, will not drive any cars or trucks, and will not use any tools or equipment I do not know how to properly operate. I will ask the site supervisor for instructions on tool operation.
9. I understand that all additional rules and regulations listed on page one of this document apply while I am participating on the Adult Work Release Program.
10. I am required to work a minimum of two 8 hour days per week at the assigned work site. No credit will be given for partial workdays. Failure complete two full days could result in my removal from the program.

Participation on the Adult Work Release Program is a privilege and may be revoked at any time. I understand that I am in custody while participating on the Adult Work Release Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest or a removal letter being sent to the last address provided. The letter will specify my surrender date to the jail and the appeal process.

Defendant: _____

Date: _____

Probation Officer: _____

Date: _____

THIS SECTION WILL BE REVIEWED AND COMPLETED DURING THE INTAKE WITH A PROBATION OFFICER

Inyo County Probation Department Electronic Monitoring Program

Defendant:

CASE NO.

I, _____, having been accepted to participate in the Electronic Monitoring Program, understand I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my removal from the program without notice. In addition, I understand that the program rules will be enforced for the duration of the program in conjunction to any other terms and conditions of my probation grant(s).

1. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
2. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program. I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department/Revenue Services.
3. Intentional damaged or lost equipment will also result in formal misdemeanor/felony charges being filed with the court.
4. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S./RF/SCRAM ankle bracelet or SOBER TRACKS device, which I agree to wear/possess 24 hours a day during the entire period of the Electronic Monitoring Program.
5. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or Probation Officer at any hour of the day or night.
6. I understand that I will be required to stay within the interior premises of my home, and / or within the areas determined by the EMP staff while on the program.
7. I will only leave my residence for the following reasons:
 - a. To attend work as **pre-approved** by the Probation Officer.
 - b. To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
 - c. To attend to personal affairs as **pre-approved** by the Probation Officer.
 - d. When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
 - e. When an emergency situation occurs, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
 - f. In the case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as reasonably practical.
 - g. All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

8. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
9. I understand that all residents of the household I live in must comply with the following conditions:
 - a. No possession or consumption of alcohol on the premises.
 - b. No possession of illegal drugs or narcotics.
 - c. No dangerous or deadly weapons.
 - d. No resident or guest shall be under the influence of any drug or alcohol.
 - e. No social gatherings will be held except with members of the immediate household, unless prior approval from the EMP staff is obtained.
 - f. No visitors will be allowed unless **pre-approved** by the EMP staff.
10. No persons may join or move into the household unless prior permission is obtained from the Probation Officer.
11. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
12. I will not change my means of transportation without the prior approval of the EMP staff.
13. I will submit any schedule change request at least one week in advance, during my weekly office visit. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.
14. Work schedules may only be changed with the approval of the Probation Officer.
15. The primary use of voice mail is for emergency situations which necessitate my leaving my home at unauthorized times, or to request a return call. I understand that leaving a message on voice mail is **NOT** authorization to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule.
16. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an invalid time, shall be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for my removal from the program.
17. During the period I am allowed to leave my residence I will proceed directly to and from the designation(s) that had/have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my curfew. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation.
20. If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.
21. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
22. I will be responsible for charging my monitoring device a minimum of 1.5 hours in the morning and 1.5 hours in the evening. In the event the monitoring device battery runs out, I understand that I can be removed from the Electronic Monitoring Program.
23. I will abide by the following rules imposed by the Probation Officer:

Participation in the Electronic Monitoring Program is a privilege and may be revoked at any time. I understand that I may be in custody while participating on the Electronic Monitoring Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest or a removal letter being sent to the last address provided. The letter will specify my surrender date to the jail (if applicable) and the appeal process.

Defendant: _____

Date: _____

Probation Officer: _____

Date: _____

**COHABITANT AGREEMENT
PERMISSION TO SEARCH**

I understand that _____ DOB: _____
has applied for the Inyo County Probation's Electronic Monitoring/Home Supervision Program. If
accepted, the above named applicant will be residing at:

(address)

while participating in the program. I understand, as an adult age 18 or older, by signing below that my person and property at the above address is subject to search at any time of day or night without the requirement of probable cause, consent, or search warrant by Electronic Monitoring/Home Supervision staff or by any duly authorized peace officer of the State of California during their participation on the program. I agree to allow access to all and any locked door, safe, cabinet, or other locked items at the request of the program staff.

I also understand that the failure to allow entry into my home or any locked area of my home when requested by Electronic Monitoring/Home Supervision staff or duly authorized peace officer will result in the person being removed from the Electronic Monitoring/Home Supervision Program and returned to incarceration.

In the space below list all persons living in the household. Include each person's full name, age, and relationship to applicant. All adults 18 or older must also agree to and sign their assent to the above agreement.

(Print Name)	(Age)	(Relationship)	(Signature if over 18)
1)		SELF	
2)			
3)			
4)			
5)			
6)			
7)			

RELEASE OF MEDICAL / MENTAL INFORMATION

I, _____ DOB: _____ , authorize
(Print Name)

the release of medical and/or mental health information to the Inyo County
Probation Department, Electronic Monitoring/Home Supervision staff.

Physician's Name:

(Print Name)

Telephone Number: _____

Complete Address: _____

Applicant Signature: _____ Date

MEDICAL SCREEN

Are you under a doctor's care for medical or psychiatric reasons?: Yes No
 If yes, provide the following Information:

Doctor Name:
Address:
Telephone Number:

Are you taking any medication:..... Yes No
 If yes, list each of the kinds of the medications:

(Name of Medication)	(MG)	(x Per Day)

Do you now have or have you ever had any of the following:

- | | | | |
|--|--|----------------------|--|
| Diabetes | <input type="checkbox"/> Yes <input type="checkbox"/> No | Seizures | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| High Blood Pressure | <input type="checkbox"/> Yes <input type="checkbox"/> No | Psychiatric Problems | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Tuberculosis | <input type="checkbox"/> Yes <input type="checkbox"/> No | Hepatitis | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Heart Disease | <input type="checkbox"/> Yes <input type="checkbox"/> No | Venereal Disease | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| AIDS | <input type="checkbox"/> Yes <input type="checkbox"/> No | Asthma | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Emphysema | <input type="checkbox"/> Yes <input type="checkbox"/> No | Cancer | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Females only - Are you pregnant: | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Applicant Signature: _____ Date: _____



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

MARK A. OLSEN
DEPUTY CHIEF



**PROGRAM APPROVAL
ELECTRONIC MONITORING PROGRAM**

DEFENDANT NAME:
ADDRESS:

APPROVAL FOR:
CASE NO.
ORDER DATED:

The above named person, having applied for the Inyo County Electronic Monitoring Program, for the purpose of ; and the application having been reviewed by the Probation Staff; and after full consideration the application is approved/denied.

You will serve Number days on the EMP beginning Date at Time a.m. p.m. in the County of Inyo. Your supervising officer will be Name

Your release date will be Date.

PLEASE BRING THE FOLLOWING ITEMS: [Click here to enter text.](#)

FAILURE TO PROVIDE ANY OF THE NECESSARY ITEMS, OR FAILURE TO APPEAR ON TIME FOR YOUR SCHEDULED APPOINTMENT WILL JEOPARDIZE YOUR ACCEPTANCE ON THE PROGRAM AND WILL RESULT IN YOUR INCARCERATION.

Probationer's Signature


Probation Officer's Signature

cc: Applicant
Probation File
Court
District Attorney
Public Defender

Rev. 07-1-2021
Attachment 2

Bishop Office: 918 N. Main Street, Bishop, CA 93514
(760) 872-4111 • Fax: (760) 872-0931
Juvenile Division: 912 N. Main Street, Bishop, CA 9351
(760) 872-4005 • Fax: (760) 872-0930

Independence Office: 201 Mazourka Canyon Road
P.O. Box T, Independence, CA 93526
(760) 878-0274 • Fax: (760) 878-1010
Juvenile Center: P. O. Box 306, Independence, CA 93526

 <p>ALTERNATIVE SENTENCING POLICY MANUAL</p>	<p>SECTION: 2 Page 1 of 4</p> <p>SUBJECT: EMP MANUAL-Program Authority/ Rules and Regulations/Eligibility/Rejection/Termination</p> <p>Revised: July 1, 2021</p>
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A. Program Authority

1. Penal Code Section 1203.016 authorizes the Board of Supervisors to authorize the county Correctional Administrator to establish alternative sentencing programs in which inmates committed to a county jail or correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily or involuntarily be placed in a home detention program during their sentence in lieu of confinement in a county jail or other county correctional facility or program under the auspices of the Probation Officer.
2. The County Correctional Administrator is appointed by the Board of Supervisors on an annual basis. In Inyo County, the Chief Probation Officer and Sheriff are Co-County Correctional Administrators.
3. Pursuant to Penal Code Section 1203.016(b), the Board of Supervisors, in consultation with the Correctional Administrator, may prescribe reasonable Rules and Regulations under which a home detention program may operate. The Rules and Regulations of the home detention program shall be written and reviewed on an annual basis by the Board of Supervisors and shall be given to or made available to any participant upon request.
4. Pursuant to Penal Code Section 1203.016(d), the Correctional Administrator has specific authority to allow a person to participate in the program or to determine if a person is eligible and amenable to participation in the program.

B. Program Amenability

1. Defendant amenability for Electronic Monitoring shall be determined by a combination of factors, including:
 - a. The Defendant's risk to reoffend, as indicated by a validated risk assessment.
 - b. The Defendant's criminal record, including any history of serious or violent felonies.
 - c. Any rules violations the Defendant committed while in custody.
 - d. The Defendant's history of failure to appear at court.
 - e. The Defendant's history of compliance with any supervision conditions.
 - f. Any prior history of non-compliance with Electronic Monitoring.
 - g. The Defendant's current willingness to comply with the rules and regulations of Electronic Monitoring.
 - h. The Defendant's current living arrangements, including whether or not Electronic Monitoring equipment will function at his or her home; presence of family members

or others living with the Defendant who are unwilling to cooperate with EMP or otherwise present as an officer safety risk.

- i. Any other factor that would, in the supervising officer's opinion, objectively disqualify the Defendant from program participation.

C. Program Exclusion

1. The following defendants shall be excluded from Electronic Monitoring, unless otherwise approved by Probation Department Administration.
 - a. Any person convicted of an offense listed in Appendix A to this policy, "Excluded List of Crimes."
 - b. Any person with an active arrest warrant.
 - c. Any person who does not have a verifiable, legal address within Inyo County.
 - d. Any person who fails to appear for their scheduled EMP interview without good cause.
2. Defendants who live outside the county and are found unsuitable for EMP due to residency restrictions may request a transfer to an EMP program in their home county. Those defendants will be responsible for the cost of any out-of-county program.
3. In the event the supervising officer determines a defendant is excluded from participation in EMP but is otherwise amenable, or the safety of the public and victim would otherwise be enhanced by the use of EMP, the supervising officer may obtain an Administrative Override from Department Administration and admit the defendant to EMP.

D. Minimum/Maximum Sentence

1. A minimum sentence of 30 days (15 actual days) in jail is required for admittance into the Electronic Monitoring Program. The maximum sentence for admittance into the program is 365 days (180 days actual).

E. Credit for Time Served

1. Where EMP is being utilized as an alternative sentence, for every four (4) days on EM, two (2) days will be deducted from his/her sentence, pursuant to PC 4019(a)(7).

F. Court Referrals

1. Pursuant to Penal Code Section 1203.016(e), the Court may recommend or refer a Defendant to the Correctional Administrator or his or her designee for admission into the program. The recommendation or referral shall be given **great weight** in the determination for acceptance or denial into the program.

G. Processing Time

1. Courts generally grant non-custodial applicants two (2) to three (3) weeks to apply for an alternative sentencing program. Lacking good cause, applicants who fail to apply for EMP within fifteen (15) days of their custodial date, forfeit their eligibility for EMP and must report to jail to serve their sentence.
2. Defendants who are released on their own recognizance or released on bail with EMP must generally apply for and either be admitted to or denied EMP by no later than their next court date. Such defendants are solely responsible for completing the EMP application packet at the jail, in a timely manner. Upon receipt of the application packet from Pre-Trial defendants, every effort should be made to conduct the interview process, accept or deny the defendant, and to release the defendant on EMP. Upon acceptance or denial of a Pre-Trial defendant, the Court, District Attorney, and attorney for the defendant should be notified as soon as is reasonably possible.

H. Program Rules

1. Defendants must agree to, and abide by, the following program rules and regulations while participating in the program.
 - a. Not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the Probation Officer.
 - b. Comply with any and all terms and conditions of my supervision, and any reasonable directives issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and will result in a return to custody. It may also jeopardize further eligibility for other alternative programs.
 - c. Not possess, or have in my residence/vehicle, any gun, explosive, or other deadly weapon.
 - d. Not possess or use any narcotic or controlled substance without a valid medical prescription.
 - e. Submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
 - f. Not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
 - g. Submit my person, property, residence, or vehicle to search and seizure warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.

- h. Inform any co-residents of the program rules and regulations.
- i. Not operate a motor vehicle unless properly licensed and insured.
- j. Enroll and participate in treatment programs or counseling as directed by the Probation Officer.
- k. Report to the Probation Officer at such times and places as directed.
- l. Notify the Probation Officer in advance of any change of address and or phone number.

I. Program Removal

- 1. A participant can be removed from the program for any violation of the program rules.
- 2. A participant who is removed from the program for a violation of the program rules that does not involve incarceration has the right to an administrative appeal of the removal decision.
- 3. Incarceration will result in your removal from the EM program. If removed due to incarceration, reapplication to the program is allowable upon the conclusion of any and all criminal matters before court.

J. Appeals Rights and Process

- 1. Pursuant to Penal Code Section 1203.016(d)(2), any person who is denied entry into Electronic Monitoring shall be so advised in writing, including their right to an administrative appeal of the denial, and the process for filing an appeal with the Department.
- 2. Any participant who is removed from the EM program and is not incarcerated has the right to an administrative appeal of his/her removal from the program.
- 3. The Deputy Chief Probation Officer is responsible for hearing any appeals and has sole authority to override any denial of entry into the program or termination from the program.
- 4. Upon receipt of an appeal, the supervising officer shall immediately forward it to the Deputy Chief Probation Officer, who shall issue a decision on the appeal within three (3) business days. The Deputy Chief Probation Officer shall notify the Defendant in writing as to the final decision to either deny or admit the Defendant into the program.



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

MARK A. OLSEN
DEPUTY CHIEF



INYO COUNTY ELECTRONIC MONITORING PROGRAM
PROOF OF PROGRAM COMPLETION

Date:

Defendant:

Case Number:

The above named Defendant, in above case number(s) has completed a period of Home Supervision Detention as an alternative to custody in above case number. The alternative custody was ordered on _____ and the Defendant successfully completed said program.

Type of Monitoring: GPS/Home Detention

Term of Monitoring: XX days (TSC & 4019 PC applied)

On-Date:

Off-Date:

Date: December 3, 2015

Deputy Probation Officer II

cc: Probationer File
Krystal Phillips



**ALTERNATIVE SENTENCING
POLICY MANUAL**

SECTION: 5

Page 1 of 2

SUBJECT: Involuntary Commitments

Revised: July 1, 2021

A. Involuntary Commitments

1. Pursuant to Penal Code Section 1203.016, the Sheriff has the authority to involuntarily assign inmates to Electronic Monitoring for the purpose of alleviating jail overcrowding.
2. Pursuant to Penal Code Section 1203.016(b), any inmate who is involuntarily assigned to EMP, prior to their release, must be notified in writing of the EMP program rules and regulations and advised of the requirement that they must comply with the Rules and Regulations of EMP.

B. Procedure for Involuntary Commitments

1. When the Sheriff desires to release an inmate on EMP, the following procedure will be followed:
 - i. The Jail Sargent will advise in writing the Deputy Probation Officer assigned to EMP of the name of the inmate, the length of time remaining on the inmate's sentence and the reason for release on EMP.
 - ii. Upon being advised, the officer assigned to EMP will provide the inmate with an EMP application packet. The officer will then conduct an intake interview with the inmate, during which a copy of the EMP program rules and regulations will be provided to him or her. During the interview, the officer will explain program rules and regulations to the inmate and obtain a signed agreement to comply with them.
 - iii. Upon the inmate agreeing to comply with program rules and regulations, the officer will determine an appropriate level of supervision and method for monitoring (GPS, RF Home Detention) and determine an appropriate release date and reporting schedule.

C. Supervision of Involuntary EMP Commitments

1. The Deputy Probation Officer assigned to EMP will be responsible for the supervision and monitoring of inmates involuntarily assigned to EMP.

D. Enforcement of EMP Violations

1. All EMP violations occurring with involuntary commitments will be considered zero tolerance. Inmates found to be in violation of EMP program rules and regulations should be taken into custody and remanded back to the custody of the Sheriff to complete the balance of their sentence.
2. The Sheriff's Department will be responsible for the enforcement and arrest of inmates involuntarily assigned to EMP who are found to be in violation of program rules and regulations. Upon the supervising DPO being notified of a program or rules violation, the DPO should immediately contact the Sheriff's Department and advise them of the nature and circumstances of the violation and the inmate's last known location.
3. The DPO assigned to EMP shall, upon the apprehension of the inmate, complete an appropriate incident report. A copy of the incident report shall be retained in the inmate's file, with the original being forwarded to the jail.
4. Upon the inmate being remanded back to custody, the DPO assigned to EMP shall notify the jail in writing of the amount of credits the inmate earned while on EMP.

E. Credit for Time Served

1. Defendants involuntarily assigned to EMP shall be given day for day credit for time served. No good time/work time credits will be awarded.

F. Fees for Involuntary Commitments

1. Inmates involuntarily committed to EMP will not be charged an application fee or program fee.

G. Residency Requirement

1. Inmates who do not have a legal, verifiable residence in Inyo County will not be eligible for an involuntary commitment to EMP.
2. Inmates whose residence is determined to be unable to support EMP (i.e., the home does not contain a land-line telephone), will be ineligible for involuntary release on EMP.



**ALTERNATIVE SENTENCING
POLICY MANUAL**

SECTION: 4

Page 1 of 2

SUBJECT: Remote Alcohol Monitoring

Revised: July 1, 2021

A. Definition

1. Remote Alcohol Monitoring is a supervision tool only. As such, if a client is subject to testing for the use of alcohol and is prohibited from consuming alcohol, remote alcohol monitoring is an option that may be utilized by both the Court and the supervising Deputy Probation Officer. Remote Alcohol Monitoring is not a form of custody and as such, defendants assigned to Remote Alcohol Monitoring are not eligible for any type of time served credits towards a sentence.

B. Court Referrals for Remote Alcohol Monitoring

1. When the Court orders a defendant be subject to remote alcohol monitoring, the Deputy Probation Officer assigned to EMP shall provide the defendant with the standard EMP application packet. It is the responsibility of the defendant to schedule an intake interview with the Deputy Probation Officer.
2. At the intake interview, the Deputy Probation Officer assigned to EMP will proceed according to policy and procedure contained in the EMP Manual and EMP Operations Policy.
3. Upon the Defendant being determined to be appropriate and amenable to remote alcohol monitoring, the Deputy Probation Officer shall, in summary probation cases and Pre-Trial Supervision cases, notify the Court in writing of the defendant's acceptance into the program and the date they were placed on remote alcohol monitoring. In formal probation cases, the Deputy Probation Officer shall notify the Deputy Probation Officer who is responsible for the supervision of the defendant.

C. Deputy Probation Officer Referrals for Remote Alcohol Monitoring

1. The Deputy Probation Officer has the ability to refer a client for remote alcohol monitoring when the client is prohibited from alcohol consumption and subject to testing for alcohol use. Remote Alcohol Monitoring may be utilized as an alternative sanction for a violation of supervision conditions, or as a tool to enhance the officer's ability to supervise a client's alcohol consumption.
2. When a Deputy Probation Officer desires to place a client on Remote Alcohol Monitoring, they should immediately advise the Deputy Probation Officer

SUBJECT: Remote Alcohol Monitoring	SECTION: 4	Page 2 of 2
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assigned to EMP of the name of the client, the supervision conditions of the client and the duration of time they desire the client to be monitored.

3. It is the responsibility of the Deputy Probation Officer who is in charge of the supervision of the client, to provide the client with an EMP Application Packet, and to coordinate an EMP intake interview with the client and the DPO assigned to EMP.
4. The DPO assigned to EMP shall only be responsible for the electronic monitoring of the client's alcohol use. All other case management activities will remain the responsibility of the DPO who is charge of the supervision of the client.

D. Violations of Remote Alcohol Monitoring

1. Summary Probation Cases: When an alcohol violation arises out of remote alcohol monitoring of summary probation cases, the DPO assigned to EMP shall complete an incident report and immediately forwarded it to the District Attorney for their consideration of filing a probation violation complaint.
2. Formal Probation Cases: When an alcohol violation arises of remote alcohol monitoring in Formal Probation cases, the DPO assigned to EMP will complete an incident report and provide it to the DPO assigned to the supervision of the client. The DPO assigned to the supervision of the client will determine what steps to take thereafter, eg, arrest the client, file a supervision violation complaint, alternative sanction, etc.
3. Pre-Trial Services Cases: When an alcohol violation arises of remote alcohol monitoring in a Pre-Trial Supervision case, the DPO assigned to Pre-Trial Services shall make the determination if the court and District Attorney need to be notified or if a Declaration in Support of Revocation of Own Recognizance Release should be filed.



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

MARK A. OLSEN
DEPUTY CHIEF



PROCEDURE FOR USE OF ELECTRONIC MONITORING

REENTRY CASES

1. **GPS supervision** is authorized for clients assigned to Mandatory Supervision pursuant to Penal Code Section 1170(h) or released on Post Release Community Supervision (PRCS)—as follows:
 - a. Clients shall have, as a standard condition of Mandatory Supervision or PRCS, a requirement that they submit to GPS supervision at the direction of the Probation Officer or as otherwise ordered by the Court.
 - b. For periods where clients are assigned to GPS supervision, they shall receive credit for time served pursuant to Penal Code Section 4019 (half-time credits), deducted from the total term of Mandatory Supervision.
 - c. Assignment to GPS supervision should occur as follows:
 - i. As incorporated into the client's reentry case plan for a period immediately after release from physical custody.
 - ii. As an alternative sanction for a supervision violation, as directed by the Probation Officer.
 - iii. As an alternative sanction or supervision tool as recommended by the Reentry Team and as ordered by the Court.
 - d. Upon being assigned to GPS supervision, clients are subject to the provisions of the Inyo County Probation Department Electronic Monitoring Manual, including determination of amenability to GPS supervision ~~and ability to pay. Clients who are determined to not have the ability to pay will be subject to administrative determination and approval for use of alternative funding sources to cover the cost of GPS supervision, for a duration and amount determined and approved by Probation Department Administration.~~
 - e. The Deputy Probation Officer responsible for the supervision of reentry clients shall work in conjunction with the Deputy Probation Officer assigned to Electronic Monitoring to determine appropriate client inclusion and exclusion zones and curfews, and shall be responsible for the apprehension and any subsequent arrest of any client in violation of the conditions of GPS supervision and/or violations of supervision conditions while under GPS supervision.

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Bishop Office: 918 N. Main Street, Bishop, CA 93514
(760) 872-4111 • Fax: (760) 872-0931
Juvenile Division: 912 N. Main Street, Bishop, CA 9351
(760) 872-4005 • Fax: (760) 872-0930

Independence Office: 201 Mazourka Canyon Road
P.O. Box T, Independence, CA 93526
(760) 878-0274 • Fax: (760) 878-1010
Juvenile Center: P. O. Box 306, Independence, CA 93526

2. **Remote Alcohol Monitoring**

- a. Remote Alcohol Monitoring is authorized in any case where a client is subject to, as a supervision condition, testing for the use of alcoholic beverages.
- b. The Deputy Probation Officer assigned to the supervision of client is authorized to utilized Remote Alcohol Monitoring at any time as an alternative test to other forms of testing for the use of alcoholic beverages.
- c. Clients assigned to remote alcohol monitoring are subject to the provisions of the Inyo County Electronic Monitoring Manual, including determination of amenability ~~and ability to pay. Clients who are determined to not have the ability to pay will be subject to administrative determination and approval for use of alternative funding sources to cover the cost of GPS supervision, for a duration and amount determined and approved by Probation Department Administration.~~

3. Exceptions to this policy and procedure shall only be made by the Chief Probation Officer or Deputy Chief Probation Officer.

~~4.~~

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County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Michael Errante

SUBJECT: Resolution authorizing submittal of applications for CaRecycle payment programs

RECOMMENDED ACTION:

Request Board: A) rescind Resolution No. 2020-01; and B) approve Resolution No. 2021-53, titled, "A Resolutions of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Application for Payment Programs and Related Authorizations" in relation to CalRecycle grants, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

CalRecycle has various payment programs to make payments to qualifying jurisdiction including Inyo County. CalRecycle has established a procedure which requires jurisdictions receiving funds to authorize an individual to submit applications to CalRecycle and further requires that a position be designated to execute documents related to those payments.

The attached resolution authorizes the Public Works Director to submit applications to CalRecycle and further authorize the Public Works Director or his designee to execute all documents necessary to implement and secure payment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We have been informed by CalRecycle that unless an authorizing resolution is adopted payments for the associated programs will not be made. Your Board may choose to forgo participating in CalRecycle payment programs.

Your Board may also designate another individual or position to submit applications and execute documents.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no costs associated with adopting this resolution.

ATTACHMENTS:

1. CalRecycle Resolution
2. Resolution No. 2020-01

APPROVALS:

Teresa Elliott	Created/Initiated - 11/5/2021
Darcy Ellis	Approved - 11/8/2021
Breanne Nelums	Approved - 11/8/2021
Teresa Elliott	Approved - 11/8/2021
Sue Dishion	Approved - 11/10/2021
John Vallejo	Approved - 11/10/2021
Michael Errante	Final Approval - 11/10/2021

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment program; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Assistant County Administrator is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED AND ORDERED that the Public Works Director is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED THIS 7th day of December, 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

LESLIE CHAPMAN
Clerk of the Board

By: _____
Darcy Ellis, Assistant

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment program; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Assistant County Administrator is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED AND ORDERED that the Assistant County Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED THIS 14th day of January, 2020, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____


Darcy Ellis, Assistant



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Office of the Sheriff

SUBJECT: Ratify annual payment to American Security Group

RECOMMENDED ACTION:

Sheriff - Request Board: A) declare American Security Group of Vista, CA a sole-source provider of maintenance of security surveillance system equipment; B) ratify and approve payment to American Security Group of Vista, CA in the amount of \$12,344.00 for annual maintenance for the period of July 1, 2021 through June 30, 2022; and C) authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the FY 2021-2022 requested budget in Budget Unit 022706 Jail Security, Object Code Professional Services 5265.

ATTACHMENTS:

1. American Security Service and Support Agreement FY 21-22

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
John Vallejo
Amy Shepherd
Jeffrey Hollowell

Created/Initiated - 9/9/2021
Approved - 9/9/2021
Approved - 11/12/2021
Approved - 11/12/2021
Approved - 11/12/2021
Final Approval - 11/15/2021



Proposal

Date	Proposal #
11/12/2021	1014806

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo Country Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Inyo County Sheriff's Dept Support and Service Agreement Revised for 2021/2022 Fiscal Year to Include Remote Support Only		
	IP Video System Service & Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
2.00	IP Video Server Maintenance & Support	250.00	500.00
2.00	IP Video Storage Device Maintenance & Support	225.00	450.00
4.00	IP Video Network Equipment Maintenance & Support	250.00	1,000.00
4.00	IP Video Client Workstation Maintenance & Support	250.00	1,000.00
93.00	IP Video Camera Maintenance & Support	50.00	4,650.00
	Subtotal		8,100.00
	Access Control System Service and Support Agreement		
1.00	Access Control System Service Plan (Base)	500.00	500.00
1.00	Access Control Server Service and Support	250.00	250.00
1.00	Access Control System Controller Maintenance & Support	50.00	50.00
1.00	Access Control Power Supply Maintenance & Support	50.00	50.00
	Subtotal		850.00
	System Software Updates		
	OnSSI Video Management System		
1.00	Ocularis Enterprise Base 1 Year StayCURRENT	169.00	169.00
93.00	Ocularis Enterprise Camera 1 Year StayCURRENT	32.00	2,976.00
	System Galaxy Access Control		
1.00	Additional 1 year software maintenance	249.00	249.00
	Subtotal		3,394.00

I hereby authorize performance of this proposal and agree to the following payment terms: Net 30		Subtotal	\$12,344.00
ACCEPTED BY: _____ DATE: _____		Tax (8.75%)	\$0.00
PO Box 48 Vista CA, 92085 www.amsecgroup.com Voice 760-727-4020 Fax 760-727-4027 CA LIC 665638		Total	\$12,344.00



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Jared Sparks

SUBJECT: Spending increase and purchase authority for mobile two-way radios from MRA/Raycom

RECOMMENDED ACTION:

Request approval to increase spending authority with MRA/Raycom from \$264,838.00 to \$314,890.03 and authorize the purchase of 69 Kenwood mobile two-way radios in the amount of \$50,052.03 from MRA/Raycom.

SUMMARY/JUSTIFICATION:

The Sheriff's Office received a grant from Homeland Security Grant for the one-time purchase of mobile two-way radios to enhance operational communication in the amount of \$50,167.00.

The project was put for a quote with specs for radios that will work with the County's radio system mentioning the most amount of radios we could get for the grant amount.

Mobile Relay Associates of Paramount, CA, is the County's exclusive two-way radio service provider, and sole-source provider (declared at 07/20/21 Board meeting) of two-way radios. Mobile Relay Associates quote includes thirty (30) Kenwood NX-800 mobile radios with remote kit and thirtynine (39) Kenwood NX-5800 radios for a total of \$50,052.03 with tax.

The Sheriff's Office is requesting the Board authorize the one-time purchase of \$50,052.03 and subsequently increase spending authority with MRA/Raycom from \$264,838.00 to \$314,890.03.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny the purchase/increase in spending authority, but the County would have to return the grant funding back to Homeland Security.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the Homeland Security Grant 623720 Office and other equipment 5232.

ATTACHMENTS:

1. Mobile Relay Associates Quote
2. Mobile Relay Associates Sole Source Board Order

APPROVALS:

Jared Sparks	Created/Initiated - 11/10/2021
Darcy Ellis	Approved - 11/10/2021
Jared Sparks	Approved - 11/17/2021
John Vallejo	Approved - 11/17/2021
Amy Shepherd	Approved - 11/18/2021
Jeffrey Hollowell	Final Approval - 11/18/2021



15330 Vermont Ave.
 Paramount, CA 90723
 Phone #: (323) 636-5202

QUOTATION

116003038

Bill To:
 Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Ship To:
 Inyo County Sheriff
 Jared Sparks, Lieutenant
 550 S. Clay St.
 Independence, CA 93526

Installation and Programming not included in this quote

Date: 10/27/2021		Customer Rep: Joyce Peters		Terms: Net 15	
Qty	Item	Description	Unit Price	Extended	
30	NX-800K	Kenwood NXDN Digital Trunked 450-520 MHz 30W 128 Zone Mobile	518.00	15,540.00	
30	KRK-10	Remote Mount Kit For NX-800 (With 23' Cable)	74.90	2,247.00	
39	NX-5800K	Kenwood UHF (450-520MHz), 45W,NXDN Conventional type-C trunking	735.00	28,665.00	

Subtotal : \$46,452.00
 Tax : \$3,600.03
 Total Quote : \$50,052.03

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 16th day of March 2021 an order was duly made and entered as follows:

***Sheriff – Mobile
Relay Associates
Sole-Source
Contract***

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) declare Mobile Relay Associates, LLC of Paramount, CA a sole-source supplier of two-way radios/programming, and service provider for a UHF trunked radio system; B) approve contract with Mobile Relay Associates, LLC for their services of providing a UHF trunked radio system for the period of March 9, 2021 through March 9, 2024 in an amount not to exceed \$26.50 per radio, per month, for access on their system, contingent upon adoption of future budgets; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of March, 2021

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: March 24, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By _____



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Office of the Sheriff

SUBJECT: Increase spending authority with Lexipol

RECOMMENDED ACTION:

Request Board authorize an increase of the Sheriff's purchasing authority with Lexipol of Aliso Viejo, CA by \$4,000, to a total not-to-exceed amount of \$27,000, for the purchase of law enforcement policy maintenance, updates, and daily training bulletins.

SUMMARY/JUSTIFICATION:

Several years ago our office contracted with Lexipol to re-write our Operations Policy and Procedural Manual. The result was a comprehensive and up-to-date manual that complies with the current best practice in law enforcement procedures which is continually updated to address new changes in case law and statutes. Continuing our subscription with Lexipol provides current best practices and continually updates our department manual as needed. It is customized to the Department's needs and receives timely revisions and notifications to any changes in law or regulatory mandates. The purchase also includes the Daily Training Bulletins. The Daily Training Bulletins require staff to be tested on their knowledge of existing and updated policy through scenario-based exercises. The individual tests results are then logged, providing the department with a training record. The Daily Training Bulletin is a proven tool to help mitigate liability by appraising the Sheriff's Department of updated case law and legal standards.

Lexipol meets the criteria for sole source as defined in the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacturer.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should your Board choose not to authorize this purchase, Sheriff's personnel would be tasked with revising the

current manual without the benefit of Lexipol resources and expertise. Increases to the workload of existing personnel would increase overtime expenses and reduce our manpower on the streets, posing safety concerns for county employees.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the 21/22 Sheriff General budget (022700), and Jail General Budget (022900), object code Memberships (5211)

ATTACHMENTS:

1. Lexipol Sole Source Blanket Purchase Order
2. Lexipol Invoice

APPROVALS:

Riannah Reade	Created/Initiated - 11/15/2021
Darcy Ellis	Approved - 11/15/2021
Riannah Reade	Approved - 11/16/2021
John Vallejo	Approved - 11/16/2021
Amy Shepherd	Approved - 11/16/2021
Jeffrey Hollowell	Final Approval - 11/16/2021

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 3rd day of August 2021 an order was duly made and entered as follows:

*Sheriff – Lexipol
Sole-Source
Blanket P.O.*

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to declare Lexipol LLC of Aliso Viejo, CA, a sole-source provider of law enforcement policy maintenance, updates, and daily training bulletins; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Lexipol for Law Enforcement Policy Updates and Training Bulletins. Motion carried unanimously.

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: August 9, 2021

WITNESS my hand and the seal of said Board this 3rd
Day of August, 2021



LESLIE CHAPMAN
Clerk of the Board of Supervisors

Leslie S. Chapman

By: _____



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: August 3, 2021

FROM: Office of the Sheriff

SUBJECT: Approve payments to Lexipol for policy manual updates and training

RECOMMENDED ACTION:

Request Board: A) declare Lexipol LLC of Aliso Viejo, CA, a sole-source provider of law enforcement policy maintenance, updates, and daily training bulletins; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$23,000, payable to Lexipol for Law Enforcement Policy Updates and Training Bulletins.

SUMMARY/JUSTIFICATION:

We are requesting a blanket purchase order due to the separate billing cycles for Patrol and Corrections. The current cost for Patrol is \$16,905.00 for 7/1/2021-6/30/2022, which is approximately a 3% increase from last year's Patrol invoice. The Corrections service period is from 11/1/2021-10/31/2022. The quote for Corrections comes in around November 1st. Factoring in a 3% increase from last year's Corrections cost, we feel that \$23,000 will be sufficient to cover all Lexipol costs through June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Several years ago our office contracted with Lexipol to re-write our Operations Policy and Procedural Manual. The result was a comprehensive and up-to-date manual that complies with the current best practice in law enforcement procedures, continually updated to address new changes in case law and statutes. Continuing our subscription with Lexipol provides current best practices and continually updates our department manual as needed. It is customized to the Department's needs and receives timely revisions and notifications to any law or regulatory mandates changes.

The purchase also includes the Daily Training Bulletins. The Daily Training Bulletins require staff to be tested on their knowledge of existing and updated policy through scenario-based exercises. The individual tests results are then logged providing the department with a training record. The Daily Training Bulletin is a proven tool to help mitigate liability by appraising the Sheriff's Department of updated case law and legal standards.

Lexipol meets the criteria for sole-source as defined in the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

- III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT, AND OTHER PERSONAL PROPERTY.
- E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability, or unique patented manufacture.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should your Board choose not to authorize this purchase, Sheriff's personnel would be tasked with revising the current manual without the benefit of Lexipol resources and expertise. Increasing the workload of existing personnel would increase overtime expense and reduce our manpower on the streets, posing safety concerns for county employees.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the 21/22 Requested Sheriff General budget (022700), and Jail General Budget (022900), object code General Operating (5311).

ATTACHMENTS:

1. 21-22 Lexipol Invoice

APPROVALS:

Riannah Reade	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Riannah Reade	Approved - 7/26/2021
Marshall Rudolph	Approved - 7/26/2021
Amy Shepherd	Approved - 7/29/2021
Jeffrey Hollowell	Final Approval - 7/29/2021



POLICE1) CORRECTIONS1)
 FIRE RESCUE1) EMS1) GOV1)

Invoice

Date 6/1/2021
 Invoice # INVLEX2121
 Terms Net 30
 Due Date 7/1/2021
 PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
 Please change the address and remit payment to: 2611 Internet Blvd, Suite 100, Frisco, TX 75034

Bill To
 Inyo County Sheriff's Office
 550 S Clay St
 Independence, CA 93526

End User

Contract Term
 7/1/2021 to 6/30/2022

Item	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	14,572.00
Annual Law Enforcement Daily Training Bulletin Management	2,333.00

Thank you for your business.

Invoice Total 16,905.00
Amount Due \$16,905.00

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 2 Tower Center Blvd
 East Brunswick, NJ 08816
 Payment Notice to

Please Make Checks Payable to:
 Lexipol LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034



POLICE1) CORRECTIONS1)
 FIRE RESCUE1) EMS1) GOV1)

Invoice

Date 11/1/2021
 Invoice # INVLEX6346
 Terms Net 30
 Due Date 12/1/2021
 PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
 Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Bill To
 Inyo County Sheriff's Office
 550 S Clay St
 Independence, CA 93526

End User
 Inyo County Sheriff's Office
 550 S Clay St
 Independence, CA 93526

Contract Term
 12/1/2021 to 11/30/2022

Item	Amount
Annual Corrections Daily Training Bulletin Management	1,272.00
Annual Corrections Policy Manual & Daily Training Bulletins	5,539.56

Thank you for your business.

Invoice Total 6,811.56
Amount Due \$6,811.56

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 2 Tower Center Blvd
 East Brunswick, NJ 08816
 Payment Notice to

Please Make Checks Payable to:
 Lexipol LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Office of the Sheriff

SUBJECT: Sale of Duty Weapon and Badge

RECOMMENDED ACTION:

Sheriff - Request Board: A) determine that Sheriff Jeffery R. Hollowell's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040.B; and B) pursuant to Penal Code Section 26615, authorize Undersheriff Pritchard to sell a Glock Model 23 and badge to Retiring Sheriff Jeffery R. Hollowell for fair market value.

SUMMARY/JUSTIFICATION:

Sheriff Hollowell intends to retire effective December 16, 2021, and has requested to purchase his Department-issued Glock Model 23, Serial Number BHUS966, and his badge. This firearm and badge are no longer required for public use.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

The revenue will be posted to Budget# 022700 - SHERIFF - GENERAL Object# 4936 Misc Sales.

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Amy Shepherd
John Vallejo

Created/Initiated - 11/18/2021
Approved - 11/18/2021
Approved - 11/23/2021
Approved - 11/23/2021

Jeffrey Hollowell

Final Approval - 11/23/2021



County of Inyo



Treasurer-Tax Collector

CONSENT - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Alisha McMurtrie

SUBJECT: Treasury Oversight Committee Appointment

RECOMMENDED ACTION:

Request Board: A) approve Resolution No. 2021-54 to accept Treasury Oversight Committee member's resignation; B) consider Treasurer's nomination for appointment to the Treasury Oversight Committee; and C) appoint Mr. Robert Sharp to the Treasury Oversight Committee. (*Notice of Vacancy resulted in requests for appointment from Mr. Sharp.*)

SUMMARY/JUSTIFICATION:

Danielle Sexton, who represented the Member of the Public category as identified by Code, was recently appointed to the position of Inyo County Clerk-Recorder. While we congratulate Ms. Sexton on this accomplishment and wish her success in her new position, this disqualifies her from continuing in her current position on the Committee. Included with this agenda item is her resignation from the Committee effective July 27, 2021. Ms. Sexton was appointed a member of the Committee in December 2010 and her services to the Committee have been invaluable and so very much appreciated by myself, members of the TOC she served with, and the citizens of Inyo County. I respectfully request that your Board accept Ms. Sexton's resignation.

Ms. Sexton represented the category comprised of member(s) of the public. I am recommending that the appointment for this vacancy continues to be filled by a Member of the Public.

The vacancy was published in the local newspaper for a period of 30 days. We received one response to the recruitment from Mr. Robert Sharp. I am bringing forth my nomination of Mr. Sharp to the Treasury Oversight Committee for your consideration today.

Mr. Sharp has expressed his interest in being appointed to this Committee. Mr. Sharp possesses the education and experience that will serve the Committee well. His knowledge and expertise in the areas of business, economics, finance, and investments makes Mr. Sharp the ideal candidate for this Committee.

I am submitting my nomination of Mr. Sharp for your Board's consideration as an appointee to the Committee and respectfully request your Board appoint Mr. Sharp to the vacant seat on the Committee.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Government Code Section 27133 created the requirement of a Treasury Oversight Committee (Committee). The

committee was mandated. On May 28, 1996, the Board of Supervisors adopted Inyo County Ordinance 970 establishing the Treasury Oversight Committee. On February 9, 1999, the Board adopted Ordinance 1010 amending the Code, restructuring the Committee into what exists today. On January 1, 2006, Government Code Section 27131 lifted the mandate and made the committee optional. Previous Boards have decided to keep the Committee intact through the Inyo County Investment Policy.

The Committee requires a minimum of three (3) members in accordance with both California Government Code and County Code to operate as a Committee and conduct business.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint Mr. Robert Sharp to the Committee and leave the seat vacant. The Board could choose their own representative. Neither option is recommended as: A) the Committee's vacancy places a strain on the two remaining members to conduct all of the business of the Committee at all times; and B) the Treasurer must nominate the candidates for consideration and I have not received any other names for consideration.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Danielle Sexton Resignation Letter
2. Robert Sharp Letter of Interest
3. Treasury Oversight Committee Appointment Resolution

APPROVALS:

Alisha McMurtrie
Darcy Ellis
Alisha McMurtrie
John Vallejo

Created/Initiated - 11/2/2021
Approved - 11/2/2021
Approved - 11/2/2021
Final Approval - 11/2/2021

Danielle M. Sexton
3508 Gerkin Road, Bishop CA 93514
760-877-1852
daniellesexton42@gmail.com

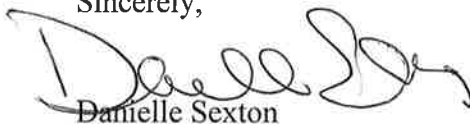
July 27, 2021

Inyo County Treasurer
Treasury Oversight Committee

Dear Alisha McMurtrie and members of the Treasury Oversight Committee, as I have taken a new position within Inyo County as Clerk Recorder/Registrar of Voter, I will be unable to serve on our TOC as a member of the public.

I have greatly valued the opportunity of being a member on this committee for the past 10 years.

Sincerely,


Danielle Sexton

09/09/2021

To Whom It May Concern:

I, Robert Sharp, Would formally like to show my interest in the County of Inyo Treasury Oversight Committee vacancy. I have over 11 years experience professionally in the financial industry, graduated university with a bachelors degree which included emphasis in business and economics. Currently I relationship manage approximately \$180MM in assets of a \$1.5BB company. I enjoy serving my community and would like to offer my knowledge, resources, and experience to the County of Inyo in this role.

Sincerely,

Robert Sharp

760-421-4643 (cell)

RESOLUTION NO. 2021-_____

RESOLUTION RESCINDING APPOINTMENT AND CONFIRMING OTHER APPOINTMENT TO THE TREASURY OVERSIGHT COMMITTEE

WHEREAS, Government Code Section 27131 recommends the Board of Supervisors of any county which invests surplus funds (such as Inyo County) to establish a county treasury oversight committee (hereafter "Treasury Oversight Committee"), and further provides that the members of the Treasury Oversight Committee shall be nominated by the County Treasurer, subject to confirmation by the Board of Supervisors; and

WHEREAS, the Board of Supervisors has enacted Ordinance No. 970 establishing the Treasury Oversight Committee and describing the exact size and composition of its membership; and

WHEREAS, one of the persons appointed to the Treasury Oversight Committee have since tendered their resignation creating a vacancy; and

WHEREAS, the County Treasurer has nominated to the Board of Supervisors the person named in this resolution for appointment to the Treasury Oversight Committee.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Inyo County Board of Supervisors hereby accepts the resignation and rescinds the appointment of the following named Treasury Oversight Committee member:

1. Danielle Sexton, Member of the Public; and

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors hereby confirms the nomination of the County Treasurer of the following name, and appoints them to the membership of the Treasury Oversight Committee, to serve the term provided by ordinance:

1. Robert Sharp, Member of the Public

IT IS FURTHER RESOLVED that this appointment shall become effective immediately upon approval.

PASSED AND ADOPTED this 7th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson
Inyo County Board of Supervisors

ATTEST:

Leslie Chapman
Clerk to the Board of Supervisors

By _____, Deputy
Darcy Ellis



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Leslie Chapman

SUBJECT: Letter Supporting the Hazard Eligibility and Local Projects Act of 2021

RECOMMENDED ACTION:

Request Board approve a letter to Senator Dianne Feinstein expressing support for S. 1877, Hazard Eligibility and Local Projects Act.

SUMMARY/JUSTIFICATION:

Senator Feinstein's office is looking for input from stakeholders on S. 1877, Hazard Eligibility and Local Projects Act. The legislation was drafted in response to various municipalities' frustration with the length of time it takes the Federal Emergency Management Agency to review grant applications, thus holding up recovery efforts in the wake of disasters. Currently, no work can be done once an application is submitted without risking disqualification. This bill would allow grant applicants to perform some mitigation work while their application is being reviewed by FEMA.

In the past, the County has had to wait two to three years for a determination on a grant application from FEMA before we could start projects. Having the ability to move forward on critical mitigation projects would be ideal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board can decide not to support the HELP Act, however this is not recommended as Inyo County could benefit from the changes it would put in place.

OTHER AGENCY INVOLVEMENT:

Inyo County Emergency Services; The Ferguson Group

FINANCING:

N/A

ATTACHMENTS:

1. Letter of Support for HELP Act

APPROVALS:

Darcy Ellis
Leslie Chapman

Created/Initiated - 12/2/2021
Final Approval - 12/2/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

LESLIE L. CHAPMAN
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

December 7, 2021

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Re: Letter of Support for S. 1877, Hazard Eligibility and Local Projects Act

Dear Senator Feinstein:

On behalf of Inyo County, CA, I urge your support for S. 1877, the *Hazard Eligibility and Local Projects (HELP) Act of 2021*, introduced by Senator Thom Tillis (R-NC). The House companion to the bill, H.R. 1917, overwhelmingly passed the House of Representatives on November 4th with a vote of 409-16. The HELP Act now awaits Senate consideration and we urge your support to help advance the bill to a vote in the Senate.

All too often essential projects are delayed or disqualified from Federal Emergency Management Agency (FEMA) hazard mitigation assistance funds given the time it takes for FEMA to make funding decisions. The inability to start mitigation work because a grant application is pending has left our community's infrastructure vulnerable as natural disasters have only increased in severity and frequency.

As I am sure you are aware, Inyo County and the Sierra Nevada region is vulnerable to wildfires. The County recently applied for a hazard mitigation grant to update the County's Community Wildfire Protection Plan as part of a regional effort to address wildfire threats and hazards that have been identified in Inyo County's Multi-Jurisdictional Hazard Mitigation Plan. The application was submitted in June of this year, but we do not anticipate grants to be awarded until 2022. This will delay not only the County's plans but those of the regional effort to enhance coordination on wildfire mitigation and response. In the past, the County has had to wait two to three years for a determination on the grant application from FEMA before they could start projects. Having the ability to move forward on critical mitigation projects would be ideal.

The HELP Act of 2021 would provide a regulatory fix and expand eligibility for hazard mitigation assistance projects already in progress. Projects can commence or continue without being disqualified from federal funding assistance. Under the bill, all work must comply with federal regulations to receive awarded funds and there is no guarantee an applicant will receive a grant award. The HELP Act would allow retroactive assistance for costs incurred on covered projects and better address community needs in a timely manner.

For these reasons, Inyo County strongly urges your support for the Hazard Eligibility and Local Projects Act of 2021 (S. 1877). Thank you for your leadership and continued work to protect our nation's communities and make them more resilient. If you have any questions or would like to further discuss this issue, please do not hesitate to contact me.

Sincerely,

Jeff Griffiths, Chair
Inyo County Board of Supervisors



County of Inyo



Agricultural Commissioner - Cannabis

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: December 7, 2021

FROM: Nathan Reade

SUBJECT: Presentation on the current status of commercial cannabis business licenses in Inyo County

RECOMMENDED ACTION:

Request Board receive presentation on the current status of commercial cannabis business licenses in Inyo County.

SUMMARY/JUSTIFICATION:

Inyo County began issuing commercial cannabis business licenses on December 4, 2018. Since that time, there have been some minor alterations to County Code associated with commercial cannabis in Inyo County based on lessons learned since the code was first passed by ordinance. This presentation provides an update to your board on the current state of commercial cannabis business licensing in Inyo County. It is also requested that your Board provide staff with any direction desired, if any, based on the information included in the presentation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your board began issuing commercial cannabis business licenses on December 4, 2018. Since that time, some changes have been made to the code associated with commercial cannabis business activity in Inyo County. On April 19, 2019, amendments were made by ordinance to the code that changed license allocations, removed the requirement to obtain a commercial cannabis business license prior to conditional use permit issuance, aligned cannabis definitions in the Inyo tax code to state definitions, and other minor changes. On February 20, 2020, more amendments were made to clean up minor discrepancies in the code. On January 12, 2021, your board established authority for the County Commercial Cannabis Permit Office to charge a late fee for annual renewals and also extended the deadline to meet license conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to receive this presentation.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no fiscal implications associated with this workshop.

ATTACHMENTS:

1. Presentation

APPROVALS:

Nathan Reade
Darcy Ellis
Nathan Reade

Created/Initiated - 11/24/2021
Approved - 11/30/2021
Final Approval - 12/1/2021



County of Inyo

Commercial Cannabis Permit Office

Update on Commercial Cannabis Business Licensing

December 7, 2021



Workshop Summary

- Cannabis Business Licensing Statistics
- Fees Overview
- Current Issues



Cannabis Licensing Statistics

- 2018
 - 6 Licenses Issued
 - 2 Licenses Denied
- 2019
 - 19 Licenses Issued
 - 2 Licenses Denied
 - 2 Licenses Revoked/Surrendered
- 2020
 - 5 Licenses Issued
 - 0 Licenses Denied
 - 7 Licenses Revoked/Surrendered
- 2021
 - 0 Licenses Issued
 - 0 Licenses Denied
 - 2 Licenses Revoked/Surrendered

Current Number of Active Licenses – 19

Highest historic active number - 27

----> 8 Applications Received, 4 to be Considered Today



County of Inyo

Commercial Cannabis Permit Office

Cannabis Licensing Statistics



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

Zone	Major Communities	Cultivation		Manufacturing Level 1	Manufacturing Level 2	Testing	Retail	Non-storefront Retail	Distributor	Microbusiness
1	Round Valley, Mustang Mesa, Dixon Lane, Meadowcreek	2		1	0	1	0	1**	1	1
2	Laws	2		2		1	0	1	1	1
3	West Bishop	No Licenses Authorized in Zone 3								
4	Wilkerson, Big Pine, Independence	2		1	0	0	0	1	1	1
5A	Lone Pine, Alabama Hills	2		1	0	1	0	1	1	1
5B	Olancha, Cartago	No Licenses Authorized in Zone 5B								
5C	W. Sage Flat Road, Coso Junction, Pearsonville	1		1	0	1	1	2	1	2
5D	Keeler, Darwin	2		1	0	0	0	1	1	1
5E	Trona Area, Homewood Canyon	5		2	1	1	1	1	2	0
5F	Tecopa	9		4		1	1	1	2	2
5G	Stewart Valley, Charleston View, Sandy Valley	3* (less than 5,000 square feet)	3 (Greater than 5,000 square feet)	4		1	0	0	1	5
License Type		All Cultivation		All Manufacturing		Testing	Retailer	Non-storefront Retail	Distributor	Microbusiness
Total Number		31		18		7	3	9	11	14

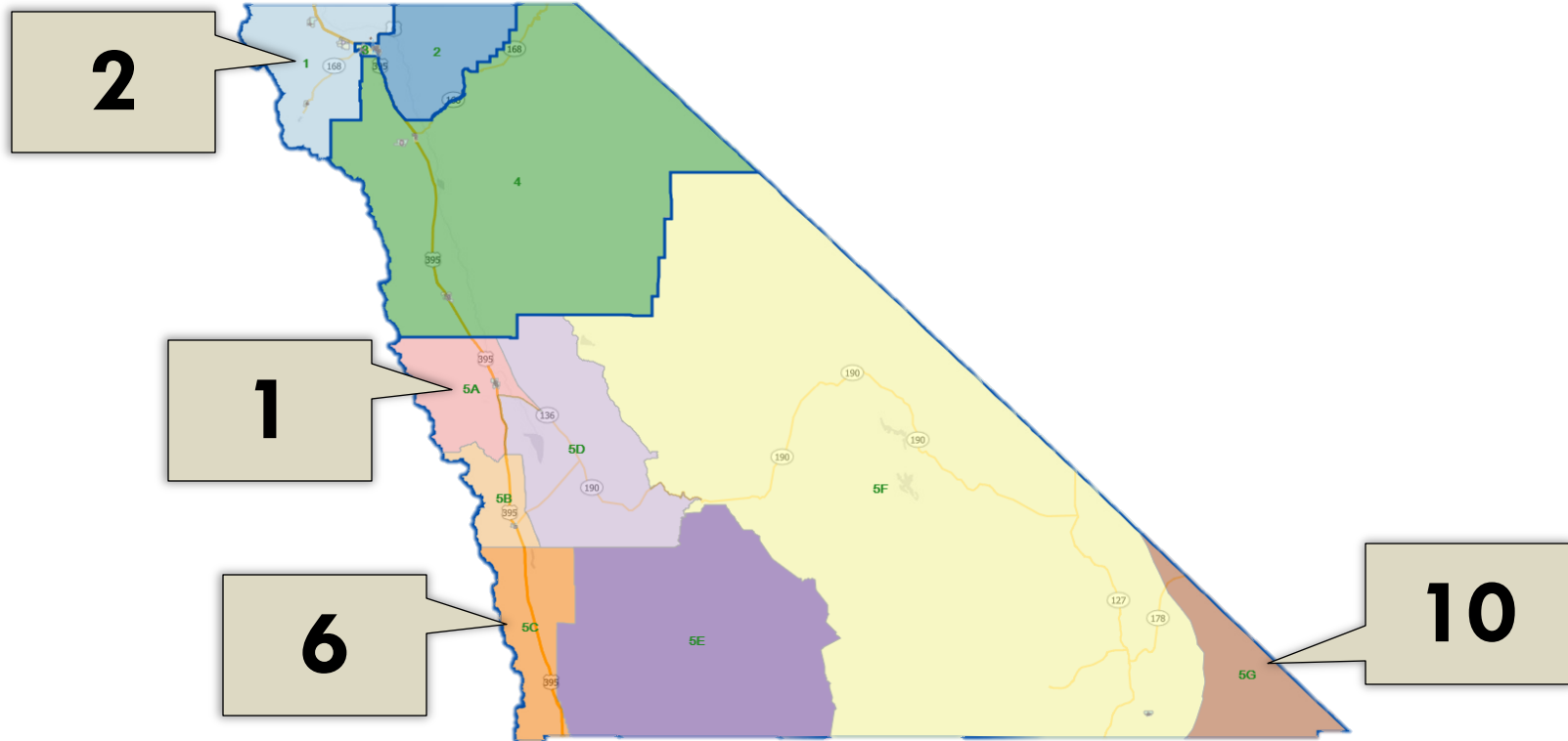
Current Active Licenses by License Type:

- 60% Cultivation
- 1% Manufacturing*
- 0% Testing
- 22% Retail
- 0% Distribution*
- 16% Microbusiness

*The microbusiness category includes businesses that have additional manufacturing and distribution



Initial Cannabis Licensing Recap





Fees Overview

- FY 18/19
 - Fees Collected – \$298,949
 - Program Cost – \$17,527
- FY 19/20
 - Fees Collected – \$273,159
 - Program Cost – \$133,169
- FY 20/21
 - Fees Collected – \$251,700
 - Program Cost – \$134,651
- FY 21/22
 - Fees Collected – \$ 170,000 (estimated)
 - Program Cost – \$264,950 (estimated)



Past Issues and Remedies

- Amount of time to complete license conditions
 - April 16, 2019 – Change to remove CUP requirement to obtain business license prior to CUP approval.
 - January 12, 2021 – Change allowing C3PO to extend conditions requirement from 6 months to 1 year



Past Issues and Remedies

- Inability to charge late fees
 - January 12, 2021 – Change to allow for a late fee to be charged and also creating a late fee period



Past Issues and Remedies

- Revocation Process Associated with Non-Payment
 - December 8, 2020 – Change that make revocation due to non-payment no longer subject to appeal



Current Issues

- **Illegal Grows**





County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: December 7, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – December 9, 2021

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for December 9, 2021.

SUMMARY/JUSTIFICATION:

The public review draft of the Groundwater Sustainability Plan (GSP) was released for comment on September 23, 2021. Comments from seven agencies or environmental groups and eleven individuals were received during the 45 day public comment period that closed on November 8. The public comments were discussed by the OVGA Board at their November 18 special meeting and the Board directed staff to include two revisions to the draft GSP: 1) include additional public outreach to accompany the proposed project to develop a groundwater model for the Tri-Valley area and 2) include a project to monitor groundwater dependent ecosystems using remote sensing techniques.

The OVGA will conduct a hearing to consider adopting the Final GSP at its regular meeting on December 9. Responses to comments on the draft GSP were prepared by staff following the November 18 OVGA meeting and have been posted on the website. Comments received will be considered during the hearing before making a decision regarding adoption of the GSP. Written comments and responses will be included in an appendix in the Final GSP.

Additional items on the agenda include the election of Chairperson and Vice Chairperson and a request that the OVGA adopt findings pursuant to AB 361 after considering the existing State of Emergency in response to the COVID-19 pandemic, and that local officials continue to recommend measures that impact the ability of the members to meet safely in person.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. OVGA 12.09.21 Draft Agenda

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
John Vallejo

Created/Initiated - 11/24/2021
Approved - 11/30/2021
Approved - 11/30/2021
Final Approval - 11/30/2021

Owens Valley Groundwater Authority

December 9, 2021

2:00 PM

Board of Directors Meeting Agenda

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

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: <https://us02web.zoom.us/j/83473950169?pwd=SVVuWTFrOU5PWkpZcmErODIFK29ldz09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the November 18, 2021 OVGA Special Meeting.
5. Board Member Reports.
6. Public Hearing pursuant to California Water Code section 10728.4 to consider adoption of the Owens Valley Groundwater Authority Groundwater Sustainability Plan (GSP). Consider and potentially adopt GSP and direct staff to submit GSP to the California Department of Water Resources in accordance with required procedures. Provide any other desired direction to staff.
7. Election of OVGA Chairperson and Vice-Chairperson.
8. Request that the OVGA adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

9. Discussion regarding future meeting dates and agenda items.
 10. Adjourn.
-

Join the December 9, 2021 OVGA webinar:

Or One tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 834 7395 0169
Passcode: 818257

International numbers available: <https://us02web.zoom.us/j/k3UoAkXDX>



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Trevor Taylor

SUBJECT: Award Consultant Contract for the Onion Valley Guardrail Project

RECOMMENDED ACTION:

Request Board:

A) amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 (*4/5ths vote required*);

B) declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;

C) approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and

D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. There is \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project.

The Department of Public Works released a Request for Proposals (RFP) on August 20th, 2021 for Environmental and Engineering Consultant Services in support of the design phase of the Onion Valley Guardrail Project. Proposals were due on October 6th, 2021. Only one proposal was received from Eastern Sierra Engineering despite efforts to promote competition. It is considered "non-competitive A&E procurement" when fewer than three proposals are received and additional documentation and justification are required to move forward with the award. Re-advertisement of the RFP was considered as a potential option but Public Works recommended proceeding with contract negotiation for the following reasons: 1) the RFP was sent directly to seven different consulting firms who have performed similar work on Inyo County projects in the past; 2) the RFP was advertised on a distribution website to aid in reaching additional interested firms; and 3) the time frame to turn in proposals was extended to 48 days from the minimum requirement of 21 days as a further step to garner more interest. All required documentation to support a sole source award has been completed and will be retained in the project files.

After successfully negotiating contract terms, level of effort, and cost items, the contract for Environmental and Engineering Services in support of the Onion Valley Guardrail Project is being presented to your Board for approval and award to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$137,956.17.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the consultant contract to Eastern Sierra Engineering and the Request for Proposals can be re-advertised in an attempt to solicit additional competition. This is not recommended as this option was considered prior to beginning contract negotiations with Eastern Sierra Engineering. The Caltrans required documentation for "non-competitive A&E procurement" has been completed and a Public Interest Finding - Equivalent justification is in the project files.

OTHER AGENCY INVOLVEMENT:

Caltrans - Reimbursement of incurred costs

FINANCING:

This project is 100% reimbursable through the Highway Safety Improvement Program with a state-only funded designation. Project costs will be paid for through the State Funded Road Budget 034601 object code 5715 - Onion Valley Guardrail Project.

ATTACHMENTS:

1. Eastern Sierra Engineering Contract
2. Memo: Non-Competitive A&E Justification

APPROVALS:

Trevor Taylor	Created/Initiated - 11/8/2021
Darcy Ellis	Approved - 11/8/2021
Trevor Taylor	Approved - 11/8/2021
Breanne Nelums	Approved - 11/8/2021
John Pinckney	Approved - 11/9/2021
Denelle Carrington	Approved - 11/9/2021
John Vallejo	Approved - 11/9/2021
Amy Shepherd	Approved - 11/9/2021
Michael Errante	Final Approval - 11/9/2021

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering**
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on 12/7/2021, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 7/31/2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$8,689.40. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ 137,956.17.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

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

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:	
<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>Eastern Sierra Engineering</u>	Name
<u>4515 Towne Drive</u>	Address
<u>Reno, NV 89521</u>	City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONSULTANT

By: _____
 Signature

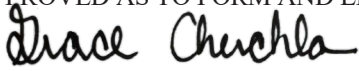
 Print or Type Name

By: 
 Signature
Gerald Jensen, President
 Print or Type Name

Dated: _____

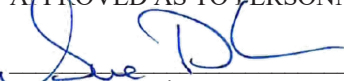
Dated: 11/09/2021

APPROVED AS TO FORM AND LEGALITY:



 County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:



 Personnel Services

APPROVED AS TO ACCOUNTING FORM:



 County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



 County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCOPE OF WORK:

Eastern Sierra Engineering of Bishop, CA will be providing the environmental and engineering design services for the Onion Valley Guardrail Project, HSIPSL-5948(102). The scope of work attached includes the tasks and deliverables that will comprise the work.

Optional Environmental Tasks are not anticipated to be required and will only be authorized via contract amendment if found necessary. Optional Eastern Sierra Engineering Tasks 6 and 7 are included in the approved scope of work; the consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.

Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

SCOPE OF WORK

Task 1 - Project Management -ESE

ESE's project manager, David Grah, will be responsible for management of this project from the Bishop office with support from the Reno office. He will work closely with the Inyo County Project Manager to coordinate overall work on the project and will be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. David has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE and City of Bishop projects as well as Caltrans Work experience.

Deliverable: Quality project on time and within budget.

Task 2 - Preliminary Engineering Studies - ESE

The preliminary engineering phase of the project will refine project scope including as needed for Task 5. This will be accomplished by reviewing and considering all available project materials including the project initiation materials as well as performing early engineering of the project. Important activities during this task include evaluating constructability of the various sites, determining preliminary end treatment approaches, and potentially meeting with the United States Forest Service (USFS), the underlying land owner. At the completion of work on this task, project parameters will be established to be used in environmental studies and in final design of the project.

Work on this task will include the development of preliminary project plans developed on base mapping produced in Task 3 and cost estimate. Preliminary plans are anticipated to include:

- ▶ Title Sheet
- ▶ Notes, Legend, and Abbreviations
- ▶ Plan Sheets (10 Scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets

Deliverables: 30% Preliminary plans and associated preliminary estimate. Plans will be D size drawings, 24 by 36 inches.



Task 3 - Surveys and Mapping – Bear/ESE

This task will include researching Inyo County and BEAR Engineering records for information applicable to the project. An aerial control survey to establish horizontal and vertical control will be performed using GPS-RTK survey methods using an NGS Opus solution of GPS receiver data. GPS-RTK survey shall include ground control for each drone flight and fill-in measurements of existing improvements as needed. Survey control shall be in CCS (NAD 83) Zone IV, US Feet using Geoid 2012. A base map including monumentation, measured improvements and topographic contours will be prepared.

Deliverables: Base maps in AutoCAD Civil 3D 2021 format (also see Task 5 deliverables), images, notes

Task 4 - Environmental Studies and Documentation – Geōde

The environmental task includes the following activities.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Anticipated Activities (these activities are included in the proposal and cost):

Environmental Project Description

Upon project initiation and working in conjunction with ESE and county staff, Geōde will create a concise project description that describes the nature and scope of the project. The project description will address the type of improvements, level of disturbance, and type of equipment to be used as well as an implementation schedule. Geōde will liaise with the United States Forest Service early in the project initiation process to ensure the correct jurisdictional agencies are engaged in the project's environmental documentation and analysis.

CEQA Categorical Exemption (CE)

Geōde will complete the environmental review of the anticipated CEQA documentation. This documentation includes, but is not limited to: field, literature and electronic database reviews; and technical analysis. Technical studies are not anticipated, as the project involves negligible or no expansion of use. As the shoulders along Onion Valley Road have been previously disturbed from grading and driving, the installation of the guardrail is anticipated to be exempt under a CEQA as an existing facility.

ECR/MMRP

Geōde will ensure compliance with any jurisdictional permits and project avoidance, minimization, and mitigation measures using an Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan (MMRP). The ECR/MMRP is a matrix noting the necessary environmental provisions, with the associated industry Best Management Practices (BMPs), Caltrans Standard Specifications (if relevant), and agency permits which guide the implementation of measures which ensure the project in part and cumulatively will have a less-than-significant impact. The ECR/MMRP document will assist both the county and the contractor, track and monitor the implementation of these measures. These collective efforts are anticipated to fulfil the project's CEQA/NEPA and permitting requirements.

Coordination, Project Management & Meetings

Geōde will assume the lead role in environmental project management, preparation, and oversight of the CEQA/NEPA document(s), and scheduling meetings both with the project team and regulatory agencies.

Optional Activities (these activities are not included in the proposal and cost but could be added):

NEPA Categorical Exclusion (CE)

This is an optional activity. Although only a CEQA CE is anticipated for this project, if a federal nexus is established for the project by the USFS or another agency, a NEPA CE would be anticipated. In this case Geōde will assess if project actions will individually or cumulatively result in significantly affecting the quality of the human environment. It is possible the USFS may wish to take the lead on the document at the NEPA lead agency.

Permitting

This is an optional activity. Though Independence Creek does run adjacent to some of the project footprint, all activities are limited to upland areas and environmental permitting for impacts to waters are not anticipated. In addition, implementation of BMP's such as ESA fencing along the work near the creek could prevent project impact. Still, if required, the following permits could will be obtained as part of this activity: United States Army Corps of Engineers 404 Permit, Lahontan 401 Permit, California Department of Fish and Wildlife 1602 Permit.

Deliverables: California Environmental Quality Act Categorical Exemption and Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan, if needed.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Task 5 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Inyo County standards, Caltrans standards, and AASHTO Geometric Design guidelines to meet the project scope defined in Task 2. ESE will provide support and participate in meetings with USFS and other resource agencies about the project, as necessary. Any alternatives would be presented to the county for final selection during this task. Traffic control and erosion control would be included in the work and public safety would be of special concern due to switchbacks creating work zones above other sections of road. About three rounds of county review and ESE update is anticipated as part of this task.

Final plans to include:

- ▶ Title Sheet
- ▶ Notes, Legend and Abbreviations
- ▶ Plan Sheets (10 scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets
- ▶ Construction Area Sign Sheets
- ▶ Erosion Control Plans
- ▶ Traffic Control Plans

Specifications are anticipated to include technical specifications that will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

Cost Estimates will be estimates of probable construction costs and will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: Plans, specifications, and estimates at 60%, 90%, and final contract documents. Plans will be D size drawings, 24 by 36 inches. Base map and plan deliverables will include 2 hard copy sets and an electronic version on media. One paper copy of specifications will be provided and an electronic copy will be provided on the media with the plans.

Task 6 - Bid Process (Optional) – ESE

This task is optional as needed by the county. As part of Task 5, ESE would provide an electronic copy of the final approved plans and specifications and a hard copy of the final approved specifications. The electronic copy of the plans would be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications would be provided in both Microsoft Word format and PDF format. ESE would respond to questions that arise during the bidding phase and prepare addendums for distribution by the county, as necessary. If desired by the county, ESE would also provide assistance in the evaluation of bids and award recommendation, but in accordance with the RFP, these services are not included.

Deliverables: Final Plans and specifications, responses to questions during bidding and addendums, if necessary.

Task 7 – Services during construction (Optional) – ESE

This task is optional as needed by the county. Under this optional task ESE would participate in one pre-construction conference and answer questions as directed by the County. ESE would provide other services after contract award including reviewing contractor submittals, responding to Requests for Information (RFI), preparing and/or reviewing change orders, supporting the County on Contractor claims, and performing field visits or meetings as requested. Communication with the contractor would be logged and returned through the County to maintain continuity and lines of communication. In addition to these services listed in the



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Request for Proposals, ESE could provide additional services during construction such as resident engineer, inspection, and material testing services.

Deliverables: Meeting participation, review of submittals, other responses



ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCHEDULE OF FEES:

The Consultant shall be compensated for actual costs incurred plus a fixed fee (10%) at the rates shown in the attached cost proposal submitted by Eastern Sierra Engineering dated 10/6/2021 for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$137,956.17. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Eastern Sierra Engineering. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Eastern Sierra Engineering PC

Project No. HSIPSL-5948(102) Contract No. ZP-21-019 Date 10/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
See Attached			\$ _____	\$ 32172.85
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 32,172.85
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 13.68
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 32,186.53**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 36.15%) e) Total Fringe Benefits [(c) x (d)] **\$ 11,635.43**
- f) Overhead (Rate: 133.82%) g) Overhead [(c) x (f)] **\$43,072.01**
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 54,707.45**

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 8,689.40**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	880		\$.56	\$492.80
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets	120		\$3	\$360.00
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$852.80

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>Bear Engineering</u>	<u>\$24,420.00</u>
Subconsultant 2: <u>Geode</u>	<u>\$17,100.00</u>
Subconsultant 3: _____	<u>\$</u>
Subconsultant 4: _____	<u>\$</u>
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$41,520.00</u>

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 42,372.80**

TOTAL COST [(c) + (j) + (k) + (n)] **\$137,956.17**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Direct Labor

Classification/ Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	David Grah*	92	\$65.00	\$5,980.00
Design Manager	Debbie Jenkins *	38	\$62.50	\$2,375.00
Principal Engineer	Gerald Jensen	32	\$48.07	\$1,538.24
Senior Engineer	Christine Katz*	233	\$57.69	\$13,441.77
Civil Design Engineer	Daniel Sandoval*	17	\$39.42	\$670.14
Civil Design Engineer	Erik Bjarner*	208	\$28.13	\$5,851.04
Civil Design Engineer	Cole Herbert	7	\$28.84	\$201.88
Civil Design Engineer	Andrew Myers	7	\$27.00	\$189.00
Civil Design Engineer	Baily Mirtle	7	\$26.92	\$188.44
Civil Design Engineer	Peter Sebaaly	7	\$34.62	\$242.34
Sr. Cadd Technician	Jill Cartright	26	\$33.00	\$858.00
Sr. Cadd Technician	Jody Hughes	26	\$24.50	\$637.00
Total				\$32,172.85

2023 Salary Increases

Senior Engineer	Christine Katz*	8	\$1.15	\$9.20
Civil Design Engineer	Erik Bjarner*	8	\$0.56	\$4.48
Total				\$13.68

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Gerald G. Jensen Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 10/06/2021

Email: gjensen@esengr.com Phone Number: 775-828-7220 x204

Address: 4515 Towne Drive, Reno, NV 89521

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Design, PS&E and construction support services

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandova*	Erik Bjarnar*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
		Constructability Review	Engineering Design Mgr	Senior Civil Design Engineer	Project Manager / Design	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Senior Drafter	Senior Drafter
Rate 2022		129.77	168.73	155.75	175.48	106.43	75.83	77.86	78.15	72.36	93.46	66.14	89.09
Rate 2023		132.37	172.11	158.86	178.99	108.56	77.35	79.42	79.71	73.81	95.33	67.47	90.87
Rate 2024		137.66	178.99	165.22	186.15	112.9	80.44	82.59	82.56	76.76	99.15	70.16	94.51
Rate 2025		145.92	189.73	175.13	197.32	119.68	85.27	87.61	87.55	81.37	105.09	74.37	100.18
Task 1 - Project Management													
Task 1 Hours Subtotal		0	0	40	16	0	0	0	0	0	0	0	0
Task 1 Labor Costs		\$ -	\$ -	\$ 6,230.00	\$ 2,807.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 ESE Total		\$ 9,037.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Not To Exceed Task 1 (plus fixed fee)		\$ 9,037.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 - Preliminary Engineering Studies													
Site Visits (4 total)													
Review PID				12	6		12						
Evaluate Sites for Constructability and End Treatments		16		4	2	1	4	1	1	1	1		
USFS Meeting				32	8	4	32						
NLA Sheet				4	4		4						
Overall Site Plan (one sheet)				4	4		10						
Plan Sheets at 1"=20' (15 sheets)			6	16	6	8	16	2	2	2	2	4	4
Details (5 sheets 4 per sheet)				10			12						
Cost Estimate		4	8	6	2		6						
QA/QC				1			4						
Plans Submittal													
Task 2 Hours Subtotal		20	14	89	32	13	100	3	3	3	3	12	12
Task 2 Labor Costs		\$ 2,595.40	\$ 2,362.22	\$ 13,861.75	\$ 5,615.36	\$ 1,383.59	\$ 7,583.00	\$ 233.58	\$ 234.45	\$ 217.08	\$ 280.38	\$ 793.68	\$ 1,069.08
Task 2 Non Labor Costs													
Task 2 ESE Total		\$ 2,595.40	\$ 2,362.22	\$ 13,861.75	\$ 5,615.36	\$ 1,383.59	\$ 7,583.00	\$ 233.58	\$ 234.45	\$ 217.08	\$ 280.38	\$ 793.68	\$ 1,069.08
Travel													
Task 2 ESE Other Direct Costs		\$ 36,229.57	\$ -	\$ 123.00	\$ -	\$ 123.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Not To Exceed Task 2 (plus fixed fee)		\$ 36,475.57	\$ -	\$ 123.00	\$ -	\$ 123.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 - Surveys and Mapping													
Support for Bear - Topography				1	1		1						
Task 3 Hours Subtotal		0	0	1	1	0	1	0	0	0	0	0	0
Task 3 Labor Costs		\$ -	\$ -	\$ 155.75	\$ 175.48	\$ -	\$ 75.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs													
Task 3 ESE Total		\$ 407.06	\$ -	\$ 155.75	\$ 175.48	\$ -	\$ 75.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Bear Total		\$ 24,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Not To Exceed Task 3 (plus fixed fee)		\$ 24,827.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 - Environmental Studies and Documentation													
Support for Geode				3	3		3						
Task 4 Hours Subtotal		0	0	3	3	0	3	0	0	0	0	0	0
Task 4 Labor Costs		\$ -	\$ -	\$ 467.25	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erik Bjarnar*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
Task 4 Non Labor Costs													
Task 4 ESE Total	\$ 1,221.18												
Task 4 Geode Total	\$ 17,100.00												
Total Not To Exceed Task 4 (plus fixed fee)	\$ 18,321.18												
Task 5 - Design													
Caltrans Encroachment Permit													
USFS Meeting and Coordination													
Title Sheet													
NLA Sheet													
Plan Sheets at 1"=20' (15 sheets)													
Details (5 sheets 4 per sheet)													
Specifications													
Cost Estimate													
Constructability Review													
QA/QC													
Plans Submittal													
Task 5 Hours Subtotal		12	24	92	40	4	96	4	4	4	4	14	
Task 5 Labor Costs		\$ 1,557.24	\$ 4,049.52	\$ 14,329.00	\$ 7,019.20	\$ 425.72	\$ 7,279.68	\$ 311.44	\$ 312.50	\$ 289.44	\$ 373.84	\$ 925.95	\$ 1,247.26
Task 5 Non Labor Costs						\$ 123.00							
Task 5 ESE Total	\$ 38,120.90												
Task 5 Other Direct Costs	\$ 246.00												
Total Not To Exceed Task 5 (plus fixed fee)	\$ 38,366.90												
Task 6 - Bid Process (optional)													
Produce construction documents													
Respond to contractor questions													
Prepare addendums													
Task 6 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs													
Task 6 ESE Total	\$ 952.84												
Task 6 Other Direct Costs	\$ 360.00												
Total Not To Exceed Task 6 (plus fixed fee)	\$ 1,312.84												
Task 7 - Services During Construction (optional)													
Pre bid meeting													
Pre-construction conference													
Review submittals													
Design support													
Task 7 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs													
Task 7 ESE Total	\$ 944.84												
Total Not To Exceed Task 7 (plus fixed fee)	\$ 944.84												



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

Prevailing Wage Policy

Eastern Sierra Engineering, PC performs work on public works projects requiring payment of prevailing wages to certain classifications of employees. The prevailing wage is comprised of a base hourly rate of pay and an hourly fringe benefit amount. If the prevailing wage rate is greater than the employee's base rate of pay plus fringe benefits received by the employee, the company policy is to increase the base rate of pay to the employee to meet the prevailing wage rate. Thus, the employee is payed the difference ("the prevailing wage delta"). The company accounting policy is to record the prevailing wage delta as a direct cost and this cost is charged directly to the contract as direct labor. This also applies to a fringe delta. If a fringe delta is required to be paid to an employee, it is also recorded as a direct cost and is billed to the client as a direct cost.

If you have any questions or concerns please contact me at 775-828-7220 x204 or email me at gjensen@esengr.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerald Jensen', written over a horizontal line.

Gerald Jensen
President

HOME OFFICE Fringe Ben. % Overhead % General Administration % Combined %

36.15% 133.82% + = 169.97%

BILLING INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate		Actual/average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To		
David Grah, PE Project Manager PM/ Civil Design	\$ 175.48	\$ 175.48	\$ 175.48	10/06/21	10/05/22	\$ 65.00	n/a
	\$ 178.99	\$ 178.99	\$ 178.99	10/06/22	10/05/23	\$ 66.30	
	\$ 186.15	\$ 186.15	\$ 186.15	10/06/23	10/04/24	\$ 68.95	
	\$ 197.32	\$ 197.32	\$ 197.32	10/05/24	10/05/25	\$ 73.09	
	\$ 213.10	\$ 213.10	\$ 213.10	10/06/25	10/05/26	\$ 78.94	
Exempt	\$ 234.41	\$ 234.41	\$ 234.41	10/06/26	10/05/27	\$ 86.83	
Debbie Jenkins, PE Design Manager Quality Control PM/ Civil Design	\$ 168.73	\$ 168.73	\$ 168.73	10/06/21	10/05/22	\$ 62.50	n/a
	\$ 172.11	\$ 172.11	\$ 172.11	10/06/22	10/05/23	\$ 63.75	
	\$ 178.99	\$ 178.99	\$ 178.99	10/06/23	10/04/24	\$ 66.30	
	\$ 189.73	\$ 189.73	\$ 189.73	10/05/24	10/05/25	\$ 70.28	
	\$ 204.91	\$ 204.91	\$ 204.91	10/06/25	10/05/26	\$ 75.90	
Exempt	\$ 225.40	\$ 225.40	\$ 225.40	10/06/26	10/05/27	\$ 83.49	
Gerald Jensen, PE Principal Constructability Review	\$ 129.77	\$ 129.77	\$ 129.77	10/06/21	10/05/22	\$ 48.07	n/a
	\$ 132.37	\$ 132.37	\$ 132.37	10/06/22	10/05/23	\$ 49.03	
	\$ 137.66	\$ 137.66	\$ 137.66	10/06/23	10/04/24	\$ 50.99	
	\$ 145.92	\$ 145.92	\$ 145.92	10/05/24	10/05/25	\$ 54.05	
	\$ 157.60	\$ 157.60	\$ 157.60	10/06/25	10/05/26	\$ 58.38	
Exempt	\$ 173.36	\$ 173.36	\$ 173.36	10/06/26	10/05/27	\$ 64.21	
Christine Katz, PE Senior Civil Design Engineer Civil Design	\$ 155.75	\$ 155.75	\$ 155.75	10/06/21	10/05/22	\$ 57.69	n/a
	\$ 158.86	\$ 158.86	\$ 158.86	10/06/22	10/05/23	\$ 58.84	
	\$ 165.22	\$ 165.22	\$ 165.22	10/06/23	10/04/24	\$ 61.20	
	\$ 175.13	\$ 175.13	\$ 175.13	10/05/24	10/05/25	\$ 64.87	
	\$ 189.14	\$ 189.14	\$ 189.14	10/06/25	10/05/26	\$ 70.06	
Exempt	\$ 208.05	\$ 208.05	\$ 208.05	10/06/26	10/05/27	\$ 77.06	

CALCULATION INFORMATION

HOME OFFICE
 Fringe Ben. % 36.15% + Overhead % 133.82% + General Administration % = Combined % 169.97%

BILLING INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate	% or \$ Increase	Actual/ average hrly rate	Hourly range for class	
	Straight	OT(1.5x)	OT(2x)					
Daniel Sandoval Civil Design Engineer	\$ 106.43	\$ 106.43	\$ 106.43	10/06/21	0.00%	\$ 39.42	n/a	
	\$ 108.56	\$ 108.56	\$ 108.56	10/06/22	2.00%	\$ 40.21		
	\$ 112.90	\$ 112.90	\$ 112.90	10/06/23	4.00%	\$ 41.82		
	\$ 119.68	\$ 119.68	\$ 119.68	10/05/24	6.00%	\$ 44.33		
	\$ 129.25	\$ 129.25	\$ 129.25	10/06/25	8.00%	\$ 47.88		
	\$ 142.17	\$ 142.17	\$ 142.17	10/06/26	10.00%	\$ 52.66		
	\$ 75.93	\$ 75.93	\$ 75.93	10/06/21	0.00%	\$ 28.13		
Erik Bjarner Civil Design Engineer	\$ 77.45	\$ 77.45	\$ 77.45	10/06/22	2.00%	\$ 28.69	n/a	
	\$ 80.55	\$ 80.55	\$ 80.55	10/06/23	4.00%	\$ 29.84		
	\$ 85.38	\$ 85.38	\$ 85.38	10/05/24	6.00%	\$ 31.63		
	\$ 92.21	\$ 92.21	\$ 92.21	10/06/25	8.00%	\$ 34.16		
	\$ 101.43	\$ 101.43	\$ 101.43	10/06/26	10.00%	\$ 37.57		
	\$ 77.86	\$ 77.86	\$ 77.86	10/06/21	0.00%	\$ 28.84		
	\$ 79.42	\$ 79.42	\$ 79.42	10/06/22	2.00%	\$ 29.42		
Cole Herbert Civil Design Engineer	\$ 82.59	\$ 82.59	\$ 82.59	10/06/23	4.00%	\$ 30.59	n/a	
	\$ 87.55	\$ 87.55	\$ 87.55	10/05/24	6.00%	\$ 32.43		
	\$ 94.55	\$ 94.55	\$ 94.55	10/06/25	8.00%	\$ 35.02		
	\$ 104.01	\$ 104.01	\$ 104.01	10/06/26	10.00%	\$ 38.53		
	\$ 72.89	\$ 72.89	\$ 72.89	10/06/21	0.00%	\$ 27.00		
	\$ 74.35	\$ 74.35	\$ 74.35	10/06/22	2.00%	\$ 27.54		
	\$ 77.32	\$ 77.32	\$ 77.32	10/06/23	4.00%	\$ 28.64		
Andrew Myers Civil Design Engineer	\$ 81.96	\$ 81.96	\$ 81.96	10/05/24	6.00%	\$ 30.36	n/a	
	\$ 88.52	\$ 88.52	\$ 88.52	10/06/25	8.00%	\$ 32.79		
	\$ 97.37	\$ 97.37	\$ 97.37	10/06/26	10.00%	\$ 36.07		
	Exempt							
	Exempt							
	Exempt							
	Exempt							

HOME OFFICE
 Fringe Ben. % 36.15% + Overhead % 133.82% + General Administration % = Combined % 169.97%

BILLING INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate		Actual/ average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To		
Baily Mirtle Civil Design Engineer	\$ 72.68	\$ 72.68	\$ 72.68	10/06/21	10/05/22	\$ 26.92	n/a
	\$ 74.13	\$ 74.13	\$ 74.13	10/06/22	10/05/23	\$ 27.46	
	\$ 77.09	\$ 77.09	\$ 77.09	10/06/23	10/04/24	\$ 28.56	
	\$ 81.72	\$ 81.72	\$ 81.72	10/05/24	10/05/25	\$ 30.27	
	\$ 88.26	\$ 88.26	\$ 88.26	10/06/25	10/05/26	\$ 32.69	
Exempt	\$ 97.08	\$ 97.08	\$ 97.08	10/06/26	10/05/27	\$ 35.96	
Peter Sebaaly Civil Design Engineer	\$ 93.46	\$ 93.46	\$ 93.46	10/06/21	10/05/22	\$ 34.62	n/a
	\$ 95.33	\$ 95.33	\$ 95.33	10/06/22	10/05/23	\$ 35.31	
	\$ 99.15	\$ 99.15	\$ 99.15	10/06/23	10/04/24	\$ 36.72	
	\$ 105.09	\$ 105.09	\$ 105.09	10/05/24	10/05/25	\$ 38.93	
	\$ 113.50	\$ 113.50	\$ 113.50	10/06/25	10/05/26	\$ 42.04	
Exempt	\$ 124.85	\$ 124.85	\$ 124.85	10/06/26	10/05/27	\$ 46.25	
Jill Cartright Sr. CADD Technician Drafting	\$ 89.09	\$ 133.64	\$ 178.18	10/06/21	10/05/22	\$ 33.00	n/a
	\$ 90.87	\$ 136.31	\$ 181.74	10/06/22	10/05/23	\$ 33.66	
	\$ 94.51	\$ 141.76	\$ 189.01	10/06/23	10/04/24	\$ 35.01	
	\$ 100.18	\$ 150.27	\$ 200.35	10/05/24	10/05/25	\$ 37.11	
	\$ 108.19	\$ 162.29	\$ 216.38	10/06/25	10/05/26	\$ 40.08	
Non-Exempt	\$ 119.01	\$ 178.52	\$ 238.02	10/06/26	10/05/27	\$ 44.08	
Jody Hughes Sr. CADD Technician Drafting	\$ 66.14	\$ 99.21	\$ 132.29	10/06/21	10/05/22	\$ 24.50	n/a
	\$ 67.47	\$ 101.20	\$ 134.93	10/06/22	10/05/23	\$ 24.99	
	\$ 70.16	\$ 105.25	\$ 140.33	10/06/23	10/04/24	\$ 25.99	
	\$ 74.37	\$ 111.56	\$ 148.75	10/05/24	10/05/25	\$ 27.55	
	\$ 80.32	\$ 120.49	\$ 160.65	10/06/25	10/05/26	\$ 29.75	
Non-Exempt	\$ 88.36	\$ 132.53	\$ 176.71	10/06/26	10/05/27	\$ 32.73	

CALCULATION INFORMATION

GEODE ENVIRONMENTAL

**Geode Environmental
Sole Proprietor - Essra Mostafavi**

\$190 per hour

Task	Description	Hours	Rate	Cost	Included	Optional
TASK 1	Project Initiation, Scope of Work & Project Description	40	\$190	\$7,600	\$7,600	
TASK 2	CEQA Categorical Exemption (CE)	20	\$190	\$3,800	\$3,800	
TASK 3	NEPA Categorical Exclusion (CE)	20	\$190	\$3,800		\$3,800
TASK 4	ECR/MMRP	10	\$190	\$1,900	\$1,900	
TASK 5	Coordination, Project Management & Meetings	20	\$190	\$3,800	\$3,800	
TASK 6	Permitting					
TASK 6.1	USACE Nationwide 404 Permit	40	\$190	\$7,600		\$7,600
TASK 6.2	Lahontan RWQCB 401 Permit	40	\$190	\$7,600		\$7,600
TASK 6.3	CDFW LSAA 1602 Permit	40	\$190	\$7,600		\$7,600
				\$43,700	\$17,100	\$26,600

BEAR ENGINEERING RATE SCHEDULE

Field Surveys: GPS Equipment: Trimble R10GPS RTK equipment, one base receiver, one rover, radio link, TSC7 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC7 data collector; Drone – Phantom 4 RTK

A. Field surveys with GPS RTK and Robotic Equipment:	\$170.00 /hr.
B. Office: Professional Engineer/Land Surveyor Services:	\$110.00 /hr.
C. Miscellaneous:	
Travel: Billed to and from office	\$170.00 /hr.
Copies 18"x 26", 24"x32", 24"x36" sheets	\$3.00 /sheet
Special Materials: construction staking materials, aerial targets, etc	cost + 15%
Overhead: Office, clerical, etc not otherwise specified included in rates	
D. Drone Flight Planning	\$110.00 /hr.
E. Drone Data Processing	\$110.00 /hr.
F. Drone Aerial Survey	\$170.00 /hr.

Estimated Fee for each Scope of Services Item

1.	4 hr. @ \$110/hr. (C)	\$	440
2.	40 hr. @ \$170/hr. (A)	\$	6,800
3.	20 hr. @ \$110/hr. (D)	\$	2,200
4.	60 hr. @ \$110 /hr. (E)	\$	6,600
5.	26 hr. @ \$170 per hr. (F)	\$	4,420
6.	30 hr. @ \$ 110 per hr. (C)	\$	3,300
7.	6 hr. @ \$110 per hr. (C)	\$	<u>660</u>
Total		\$	24,420

Not to Exceed Amount: \$24,420.

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021 **TO:** 7/31/2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

STATE / FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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



DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0202
(760) 878-2001 FAX

**County of
INYO**

Michael Errante – Director
Chris Cash – Deputy Director

TO: File, Public Works

FROM: Trevor Taylor, Public Works

DATE: 10/25/2021

SUBJECT: Non-competitive A&E Consultant Contract – Onion Valley Guardrail Project
HSIPL-5948(102)

A request for proposals for the environmental and design components of the Onion Valley Guardrail Project was advertised on August 20, 2021 with a due date of October 6th, 2021. The RFP was sent directly to seven consulting firms who have worked successfully with Inyo County in the past as well as being advertised on IMS (Integrated Marketing Systems) website as an attempt to reach a broader assortment of potential proposers. Despite the effort to solicit competition, only one proposal was received from Eastern Sierra Engineering, Inc. The proposal was ranked in accordance with the criteria in the RFP and I am recommending moving forward with cost and contract negotiation. Re-advertisement was considered but given the lack interest from potential proposers and Eastern Sierra Engineering's successful track record on past projects for Inyo County, I do not believe there are risks for moving forward with contract and cost negotiation. If a contract cannot be negotiated, re-advertisement will be considered again.

Trevor Taylor, Engineering Assistant II
ttaylor@inyocounty.us
760-878-0347



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Minute Approval

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of November 9, November 16, and November 30, 2021.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/30/2021
Final Approval - 11/30/2021



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Ryan Standridge

SUBJECT: General Plan Amendment (GPA) 2021-02; Zone Reclassification (ZR) 2021-02/ 7/11 Materials Inc.

RECOMMENDED ACTION:

11 a.m. - Planning - Request Board:

A) Receive a presentation from staff;

B) Conduct a public hearing on the following actions:

--Approval of General Plan Amendment (GPA) 2021-02/711 Materials Inc.

--Approval of an Ordinance - Zone Reclassification (ZR) 2021-02/711 Materials Inc., amend the Zoning Map of the County of Inyo and Enact said Ordinance (attached); and

C) Certify that the Provisions of the California Environmental Quality Act (CEQA) have been met.

SUMMARY/JUSTIFICATION:

The applicant, Jeff Reed on behalf of 7/11 Materials Inc., is requesting a General Plan Amendment and Zone Reclassification. The applicant has applied for a General Plan Amendment and Zone reclassification for a sand and gravel pit operated on land leased from LADWP. The proposed Zone Reclassification and General Plan Amendment will revert the mined area back to the original zoning and General Plan designations, dictated as one of the reclamation plan requirements for the mine. The project is located on the northern edge of the Bishop Airport. It is currently zoned Open Space with a 40-acre minimum (OS-40); has the General Plan designation of Natural Resources (NR); and is part of Assessor Parcel Number (APN) 010-270-13 (Attachment - site and vicinity maps). The zone reclassification to Public (P) and General Plan Amendment to Public Facilities (PF) fit the current uses and will allow the Bishop Airport to maintain and expand its existing operations.

This parcel is a multi-zoned property surrounded by a sand and gravel pit or vacant open space and agricultural lands to the north, east, and west, most of it managed by the LADWP, and directly to the south is the Bishop Airport. The proposed ZR and GPA will alter the existing land use by reverting to a runway safety area but does not change the character of the property or the surrounding area as the 8 acres have been backfilled and returned to the parcel's original use before the Planning Commission approved the expansion.

Zoning: This parcel is a multi-zoned property surrounded by a sand and gravel pit or vacant open space and agricultural lands to the north, east, and west, most of it managed by the LADWP, and directly to the south is the Bishop Airport. The proposed ZR and GPA will alter the existing land use by reverting to a runway safety area but does not change the character of the property or the surrounding area as the 8 acres have been backfilled and returned to the parcel's original use before the Planning Commission approved the expansion.

General Plan: The parcel's current General Plan designation relates to the current zoning OS-40. The proposal to change to the PF as a General Plan designation will correspond to the proposed P zoning. Zoning and General Plan consistency is required by the State and the Inyo County Code, meaning Inyo County cannot change a zoning designation in a manner that causes it to no longer be compatible with the General Plan designation. The GPA will also result in the General Plan designation aligning with the property's current uses and future vision.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals and, Pursuant to the CEQA, potential, subsequent, development to this proposal falls into the Categorical Exemption Class 1 Existing Structures (15301)(f) The proposed ZR and GPA are a condition of the reclamation plan as approved by the Planning Commission that reverts the 8-acres to a fenced-in safety area as an additional safety device to an existing airport facility and, will require a discretionary approval by the Inyo County Planning Commission and Board of Supervisors.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90 days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on May 3, 2021 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, Cabazon Band of the Mission Indians, and the Toretz Martinez Desert Cahuila Indians. Bishop Paiute Tribe requested a consultation, and Staff provided a brief presentation on August 19, 2021. The Tribe determined that no known cultural resources, as defined in Section 15064.5, exist on the proposed site and tribal consultation closed.

NOTICING & REVIEW

The project was noticed in the Inyo Register pursuant to State and County requirements. No comments have been received by staff to date.

The Planning Commission held a Public Hearing on October 25, 2021, took public comment, and voted unanimously to recommend the Board Certify that the project is exempt from CEQA and to approve Zone Reclassification No. 2021-02/711 Materials Inc. and General Plan Amendment No. 2021-02/711 Materials Inc. (staff report attached).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The applicant provided fees to cover the cost of these actions.

ATTACHMENTS:

1. Ordinance Zoning Reclassification
2. Vicinity Map
3. Planning Commission Staff Report

APPROVALS:

Ryan Standridge
Cathreen Richards
John Vallejo
Ryan Standridge

Created/Initiated - 11/4/2021
Approved - 11/4/2021
Approved - 12/2/2021
Final Approval - 12/2/2021

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2021-02/711 MATERIAL INC AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING AN 8-ACRE AREA ON A PARCEL OF LAND WITH ASSESSOR PARCEL NUMBER 010-270-13 LOCATED ON THE NORTHERN END OF THE BISHOP AIRPORT, FROM OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40) TO PUBLIC (P)

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board of Supervisors and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establishes the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County as set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, 711 Material Inc. applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a 40-acre minimum (OS-40) to Public (P) as described in Section III of this Ordinance.
- (2) On September 22, 2021, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2021-02/711 Materials, following which, the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Public (P).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) 711 Material Inc. applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Natural Resource (NR) to Public Facilities (PF) to best match the requested zoning and current uses on the property.
- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.

- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to Public (P) as it best matches the current and planned future uses on the property.
- (7) The proposed actions will complete the condition set forth in conditional use permit # 90-08/Haitt to revert zoning and general plan designations back to Public and Public Facilities, will further the applicant's (711 materials Inc.) compliance with Chapter 7.70 of the Inyo County and the public resource code 2710 Surface and reclamation act of 1975.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on an 8-acre section of a parcel of land with assessor parcel number 010-270-13 is changed from Open Space with a 40-acre minimum (OS-40) to public (P).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 7TH DAY OF DECEMBER, 2021.

AYES:

NOES:

ABSTAIN:

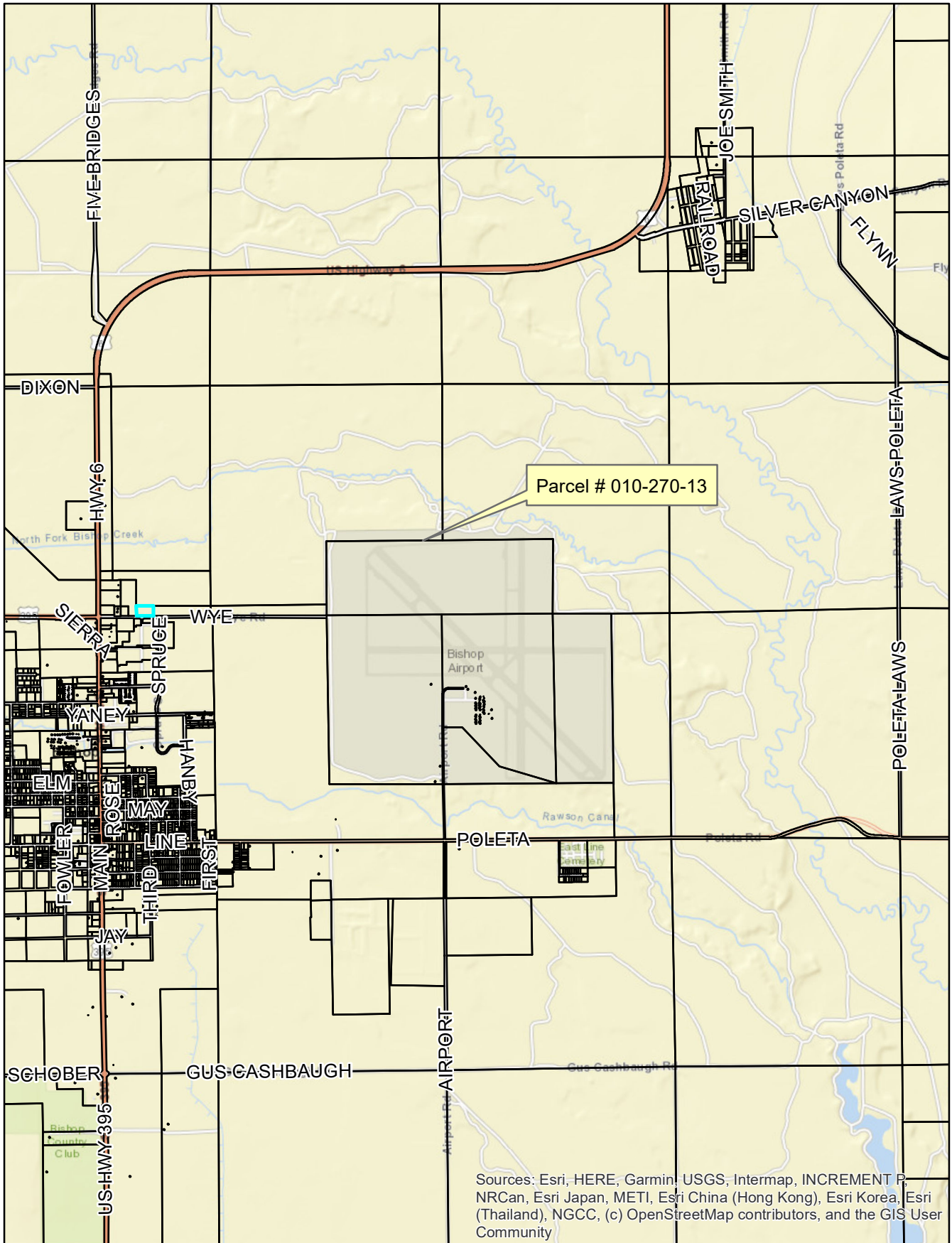
ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:
Leslie Chapman
Clerk of the Board

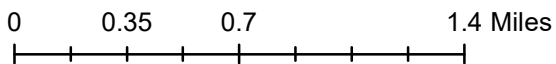
By: _____
Darcy Ellis, Assistant

General Plan Amendment & Zone reclassification Vicinity Map



Parcel # 010-270-13

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263

FAX: (760) 872-2712

E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 8(Action Item and Public Hearing)

PLANNING COMMISSION
MEETING DATE:

October 25, 2021

SUBJECT:

General Plan Amendment (GPA) 2021-02; Zone
Reclassification (ZR) 2021-02/ 7/11 Materials Inc.

EXECUTIVE SUMMARY

The applicant, Jeff Reed on behalf of 7/11 Materials Inc., is requesting a General Plan Amendment and Zone Reclassification. The applicant has applied for a General Plan Amendment and Zone reclassification for a sand and gravel pit operated on land leased from LADWP. The proposed Zone Reclassification and General Plan Amendment will revert the mined area back to the original zoning and General Plan designations, dictated as one of the reclamation plan requirements for the mine. The project is located on the northern edge of the Bishop Airport. It is currently zoned Open Space with a 40-acre minimum (OS-40); has the General Plan designation of Natural Resources (NR); and is part of Assessor Parcel Number (APN) 010-270-13 (Attachment - site and vicinity maps). The zone reclassification to Public (P) and General Plan Amendment to Public Facilities (PF) fit the current uses and will allow the Bishop Airport to maintain and expand their existing operations.

PROJECT INFORMATION

Supervisory District:

2

Applicants:

Jeff Reed, 7/11 Materials Inc.

Landowners:

Los Angeles Department of Water and Power

Community:

Bishop, CA

A.P.N.:

010-270-13

Existing General Plan:

Natural Resources (NR)

Existing Zoning:

Open Space with a 40-acre minimum (OS-40)

Surrounding Land Use:

Location	Use	General Plan Designation	Zone
Site	Sand and Gravel Mine, Bishop Airport	Natural Resources (NR), Public Facilities (PF)	Open Space, 40-acre minimum (OS-40), Public
North	Sand and Gravel Mine	Natural Resources (NR)	Open Space, 40-acre minimum (OS-40)
East	Sand and Gravel Mine, Grazing lease	Natural Resources(NR), Agriculture (A)	Open Space, 40-acre minimum (OS-40)
South	Bishop Airport	Public Facilities (PF)	Public (P)
West	Vacant Land	Agriculture (A)	Open Space, 40-acre minimum (OS-40)

Recommended Action:

- 1.) Make certain findings with respect to and recommend the Board of Supervisors approve ZR 2021-02/ 7/11 Materials Inc., and certify it is exempt from CEQA.
- 2.) Make certain findings with respect to and recommend the Board of Supervisors approve GPA 2021-02/ 7/11 Materials Inc., and certify it is exempt from CEQA.

Alternatives:

- 1.) Specify modifications to the proposal and/or the Conditions of Approval.
- 2.) Make specific findings and deny the application.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Ryan Smith-Standridge

BACKGROUND

A conditional use permit was approved by the Planning commission in 1978 to Hiatt Sand and Gravel (Hiatt) to operate an approximate thirty-four-acre aggregate, open pit, mine. In 1990 Hiatt applied for a Conditional Use Permit (CUP) to expand the pit approximately eight acres, encroaching onto Los Angeles Department of Water and Power (LADWP) land, with a county lease, located at the north end of the Bishop Airport. The zoning classification and the General Plan designation at the time did not allow for mining use, so simultaneously, they applied for a ZR, GPA, CUP and Reclamation Plan (RP). During the November 28, 1990 Planning commission meeting, the GPA, ZR, CUP, and RP were approved with conditions. One of these conditions stated that upon the CUP termination, the applicant shall file for a GPA and ZR, to revert the area back to the original General Plan designation of "Public Facilities" and zoning designation of "Public." The Planning commission again approved, in 2008, a minor amendment requesting a time extension for the mine operation until 2010. The mining ceased in 2010, and the land has been naturally revegetating. 711 Materials Inc. holds the current

LADWP lease for the land. They have requested a mine closure inspection and applied for a GPA and ZR to satisfy the conditions of the RP. The project area is currently zoned Open Space (OS-40) with a general plan designation of Natural Resources (NR), and the applicant is requesting a ZR back to P and a GPA back to PF.

STAFF ANALYSIS

Land Use Analysis: This parcel is a multi-zoned property surrounded by a sand and gravel pit or vacant open space and agricultural lands to the north, east, and west, most of it managed by the LADWP, and directly to the south is the Bishop Airport. The proposed ZR and GPA will alter the existing land use by reverting to a runway safety area but does not change the character of the property or the surrounding area as the 8-acres have been backfilled and returned to the parcel's original use before the Planning Commission approved the expansion.

General Plan: The parcel's current General Plan designation relates to the current zoning OS-40. The proposal to change to the PF as a General Plan designation will correspond to the proposed P zoning. Zoning and General Plan consistency is required by the State and the Inyo County Code, meaning Inyo County cannot change a zoning designation in a manner that causes it to no longer be compatible with the General Plan designation. The GPA will also result in the General Plan designation aligning with the property's current uses and future vision.

Zoning: The applicant is requesting a zone reclassification to P as required in their reclamation plan. The current zoning of OS-40 was a required ZR as part of their conditional use permit, and is now being reverted back to its original zoning designation. Changing the zoning designation to P will allow the Bishop Airport to extend its runway safety area and maintain adequate fire protection, which produces consistency between use and designation.

Access: Restricted gate access is currently provided to the project area by an access road off Wye Road.

Utilities and Public Services: Utilities are not located within the project area. The proposed GPA and ZR will allow the reclamation on the mine site to be completed and return to vacant open land as the 8- acres will return to a fenced-in safety area to maintain adequate fire protection for the airport.

Fire

The project area is part of the State Responsibility area and will be managed and used by the Bishop Airport as part of their runway safety area.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on May 3, 2021 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, Cabazon Band of the Mission Indians, and the Torez Martinez Desert Cahuila Indians. Bishop Paiute Tribe requested a

consultation, and Staff provided a brief presentation on August 19, 2021. The Tribe determined that no known cultural resources, as defined in Section 15064.5, exist on the proposed site and tribal consultation closed.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already disturbed and includes no additional development proposals and, Pursuant to the CEQA, potential, subsequent, development to this proposal falls into the Categorical Exemption Class 1 Existing Structures (15301)(f) The proposed ZR and GPA are a condition of the reclamation plan as approved by the Planning Commission that reverts the 8-acres to a fenced-in safety area as an additional safety device to an existing airport facility and, will require a discretionary approval by the Inyo County Planning Commission and Board of Supervisors.

NOTICING & REVIEW

The application for ZR 2021-02; GPA 2021-02/7/11 Materials Inc. have been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

The project was noticed on September 15, 2021 in the Inyo Register and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

RECOMMENDATIONS

Planning Department staff is recommending the Planning Commission:

1. Recommend the Board of Supervisors approve General Plan Amendment 2021-02 7/11 Materials Inc. and Zone Reclassification 2021-02 7/11 Materials Inc. and certify they are Exempt from CEQA.

Findings:

The Planning Commission certifies that the provisions of the California Environmental Quality Act (CEQA) have been satisfied, as the project was deemed exempt from environmental review under CEQA Guidelines Section 15303, class 1 existing structures.

[Evidence: This application for a ZR and GPA is a Categorical Exemption Class 1 Existing Structures (15301)(f). The proposed ZR and GPA will complete a condition of the reclamation plan as approved by the Planning Commission that requires the reversion of the 8-acres to a fenced-in safety area covered under (f) as an additional safety device to an existing airport facility.]

1. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2021-02/ 7/11 and Zone Reclassification 2021-02/ 7/11 are in conformance with the Goals and Objectives of the Inyo County General Plan.

[Evidence: The proposed general plan designation of Public Service Facilities (PF) will return the project area to its original designation, which will allow for the Bishop Airport to use as needed to maintain and expand their operations.]

2. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2021-02/ 7/11 and Zone Reclassification 2021-02/ 7/11 are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

[Evidence: The proposed designation of Public (P) will return the 8-Acre area to its original designation, which will allow for the Bishop Airport to use as needed to maintain a safety area.]

3. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.

[Evidence: The project is consistent with the current use of the surrounding area and this request for a GPA and ZR to revert the zoning and General Plan back to their pre-mine designations will complete the reclamation requirements for this site. The GPA and ZR will allow the existing public facility, the Bishop Airport, to maintain and expand their operations, as needed.]

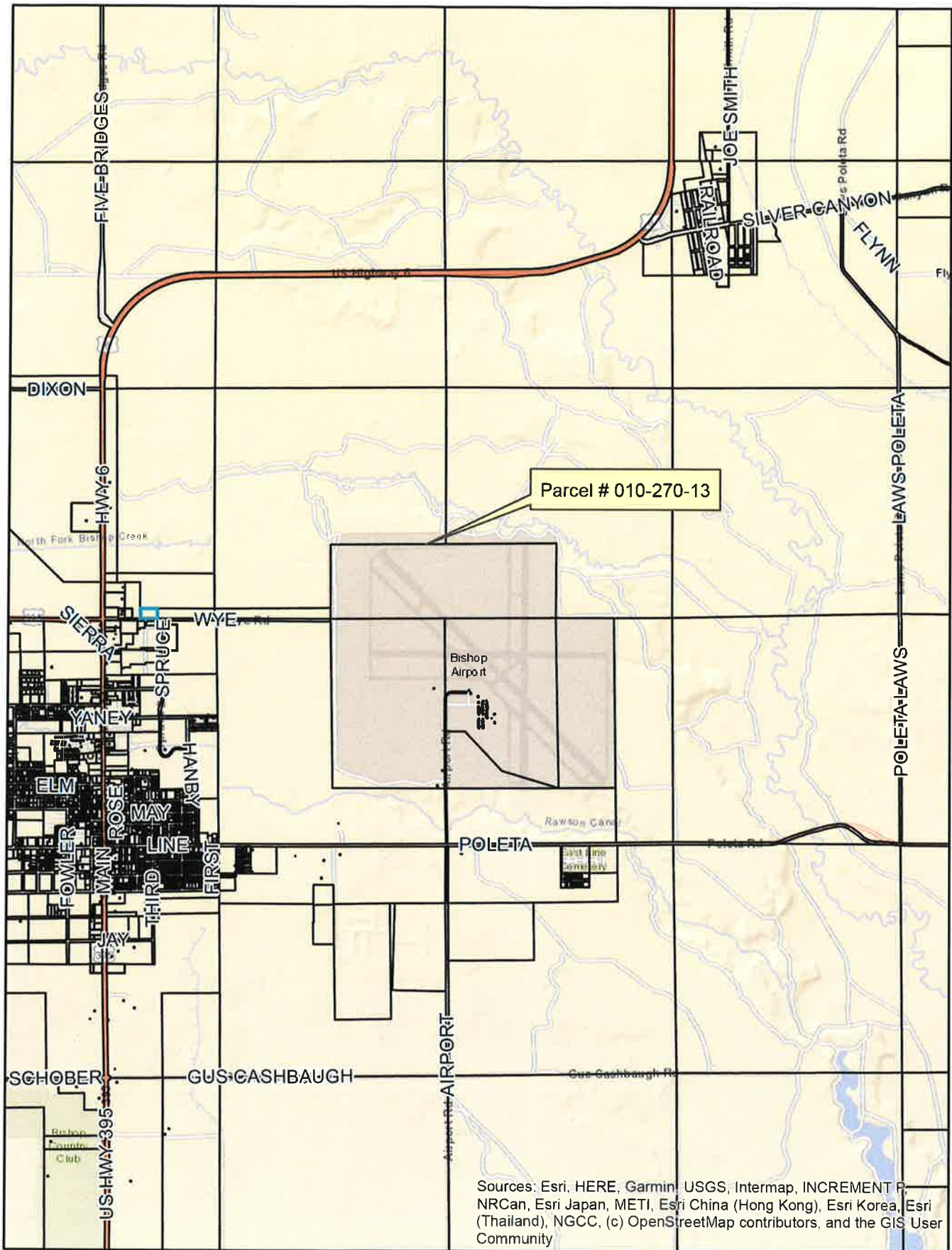
4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare.

[Evidence: The proposed General Plan Amendment and Zone Reclassification will allow the current uses on the property to be consistent with the County's Zoning Ordinance by changing the zoning to match the current and future planned uses on the parcel and changing the General Plan to properly correspond with the zoning designation. The designation changes will allow the Bishop Airport to maintain and expand their operations in a manor that protects public health and safety.]

Attachments:

- Vicinity Map
- Current General Plan Designations
- Proposed General Plan Designations
- Current Zoning Designations
- Proposed Zoning Designation
- Proposed Ordinance

General Plan Amendment & Zone reclassification Vicinity Map



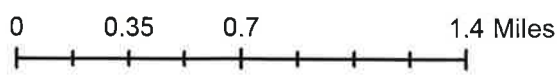
Parcel # 010-270-13

Bishop Airport

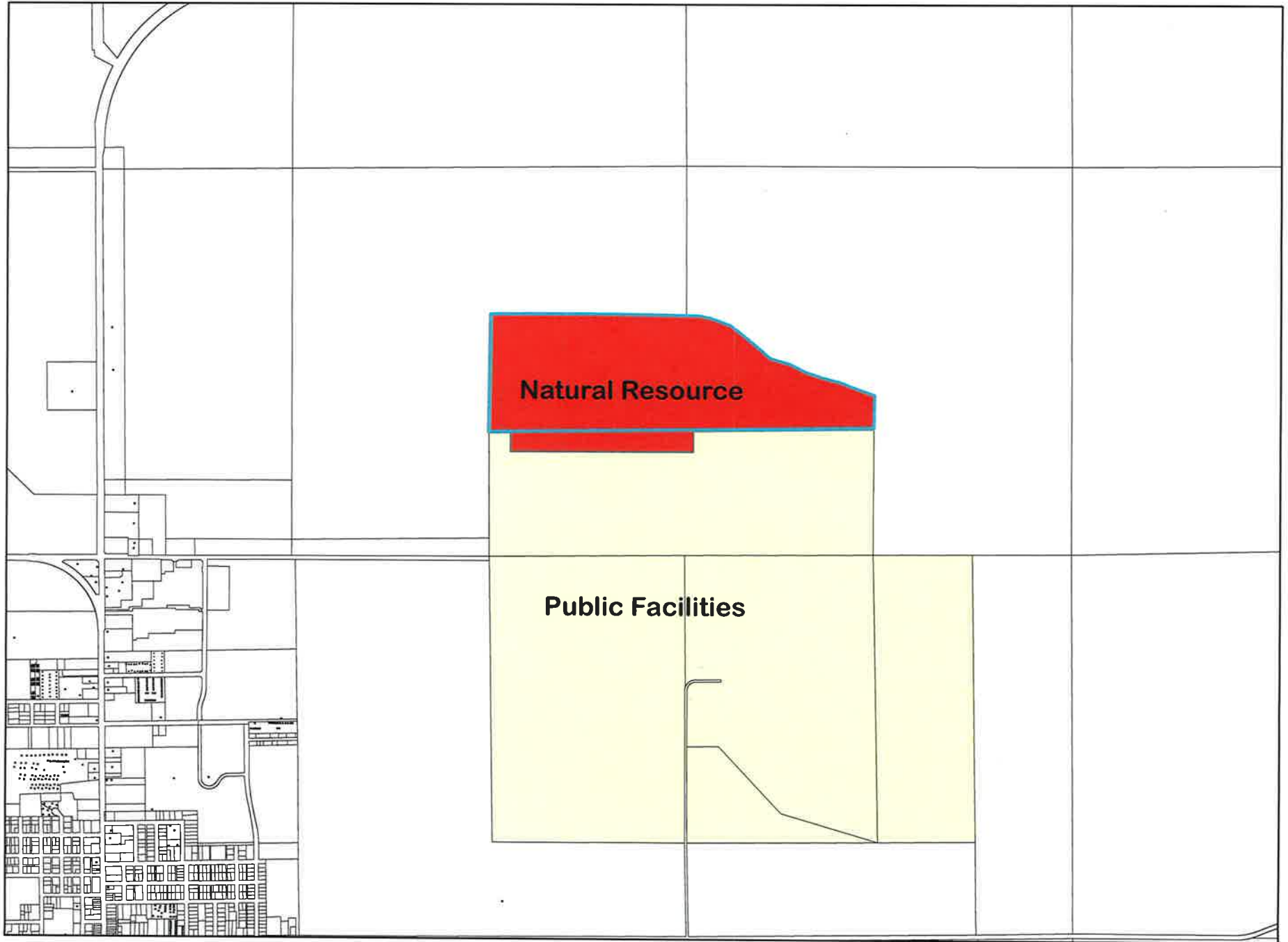
POLETA

AIRPORT

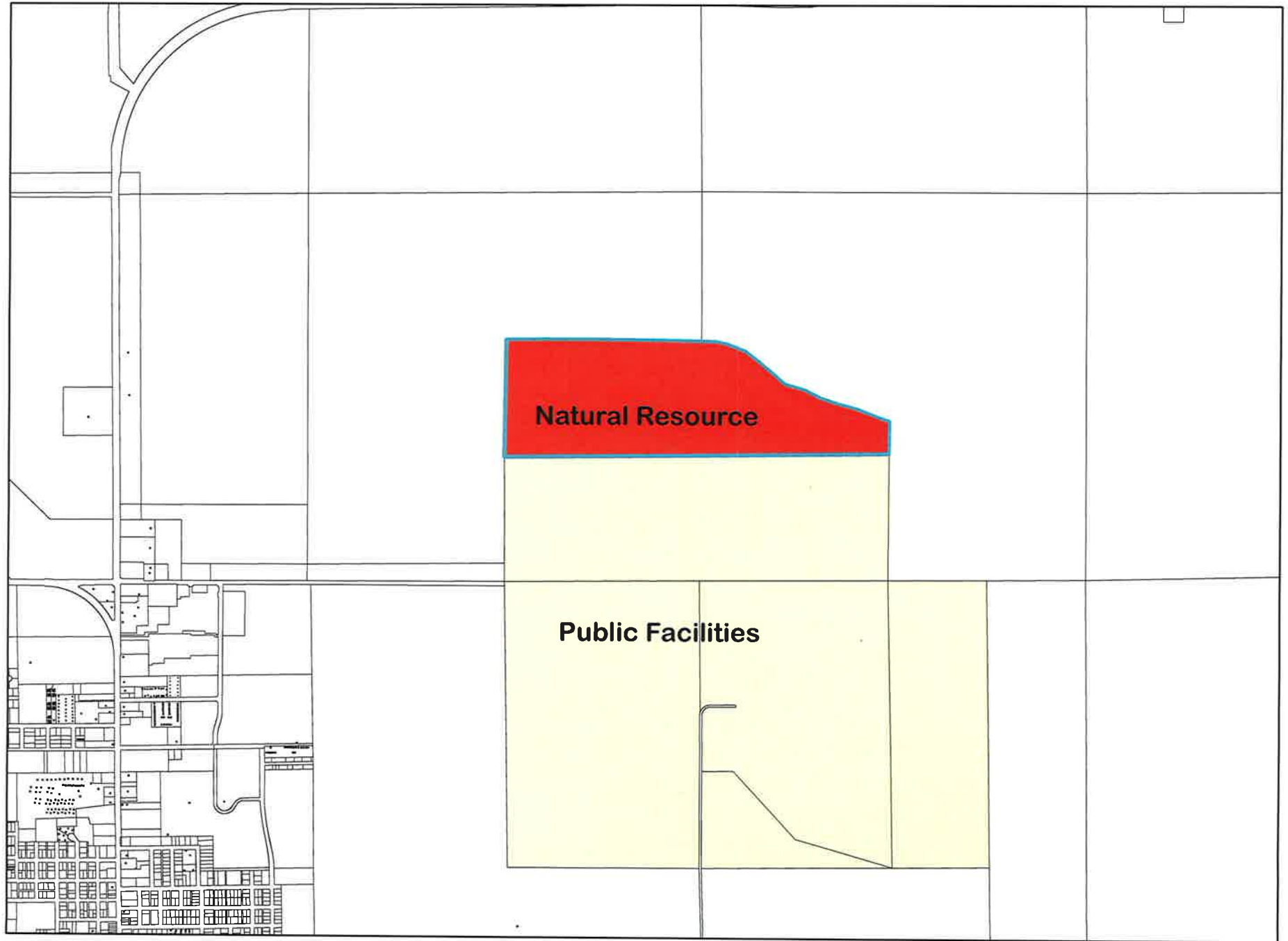
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



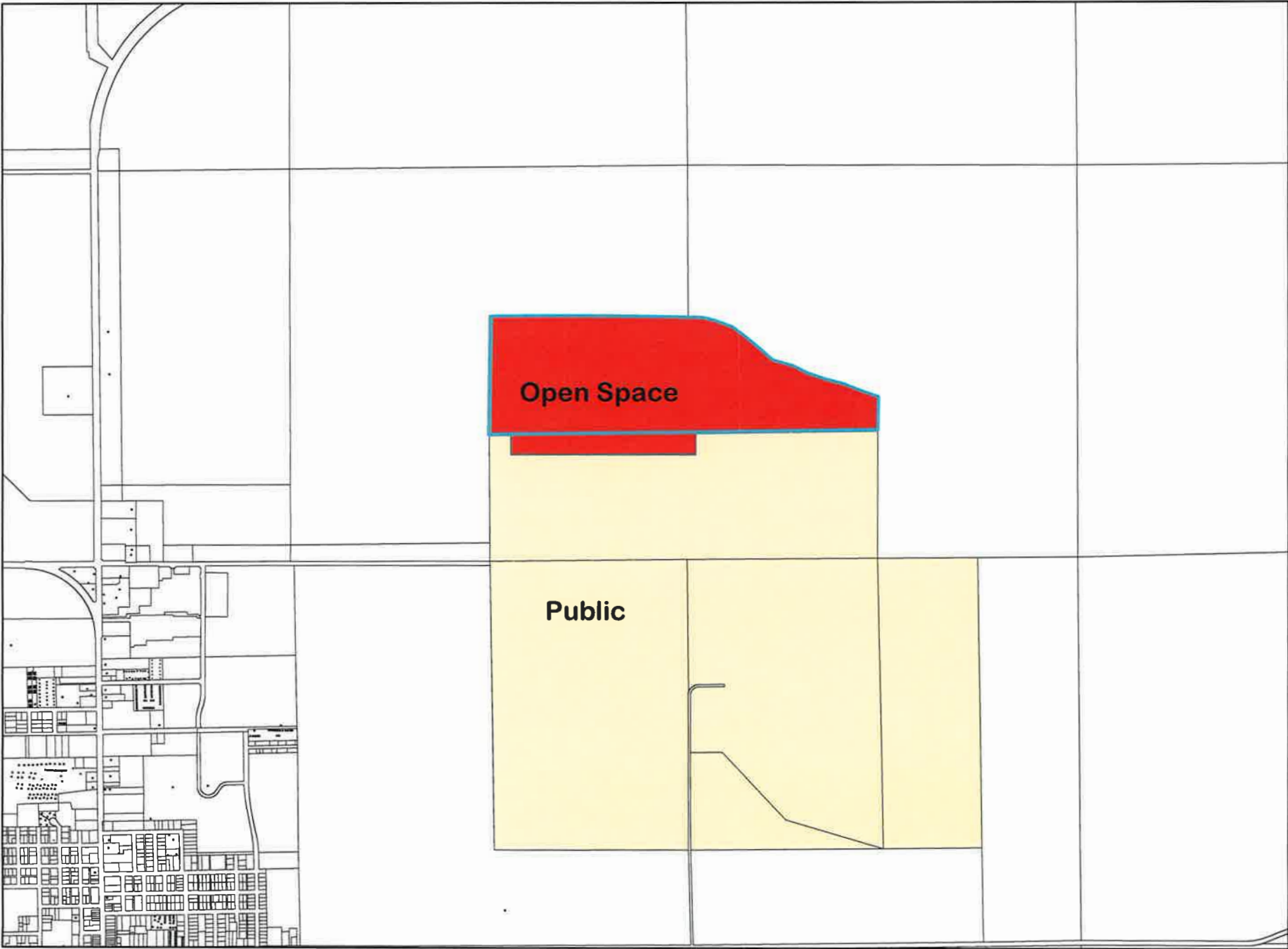
Current General Plan Designations



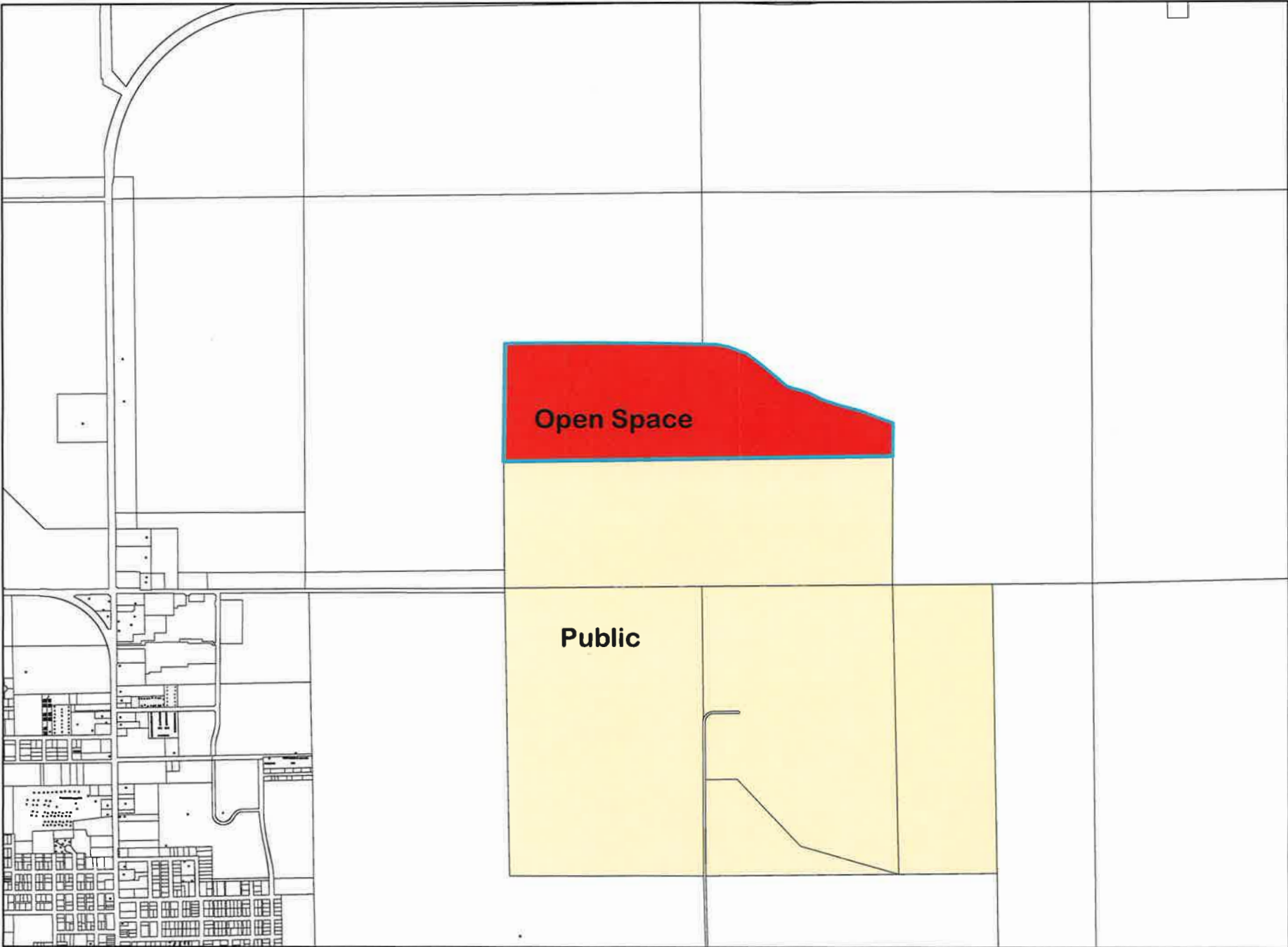
Proposed General Plan Designations



Current Zoning Designations



Proposed Zoning Designations



ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2021-02/711 MATERIAL INC AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING AN 8-ACRE AREA ON A PARCEL OF LAND WITH ASSESSOR PARCEL NUMBER 010-270-13 LOCATED ON THE NORTHERN END OF THE BISHOP AIRPORT, FROM OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40) TO PUBLIC (P)

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board of Supervisors and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establishes the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County as set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, 711 Material Inc. applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a 40-acre minimum (OS-40) to Public (P) as described in Section III of this Ordinance.
- (2) On September 22, 2021, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2021-02/711 Materials, following which, the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Public (P).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) 711 Material Inc. applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Natural Resource (NR) to Public Facilities (PF) to best match the requested zoning and current uses on the property.
- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.

- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to Public (P) as it best matches the current and planned future uses on the property.
- (7) The proposed actions will complete the condition set forth in conditional use permit # 90-08/Haitt to revert zoning and general plan designations back to Public and Public Facilities, will further the applicant's (711 materials Inc.) compliance with Chapter 7.70 of the Inyo County and the public resource code 2710 Surface and reclamation act of 1975.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on an 8-acre section of a parcel of land with assessor parcel number 010-270-13 is changed from Open Space with a 40-acre minimum (OS-40) to public (P).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:
Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



County Counsel

TIMED ITEMS - NO ACTION REQUIRED

MEETING: December 7, 2021

FROM: Grace Chuchla

SUBJECT: Redistricting Hearing

RECOMMENDED ACTION:

11:05 a.m. - County Counsel - Request Board conduct a noticed public hearing as part of the 2021 redistricting process.

SUMMARY/JUSTIFICATION:

This hearing represents the second-to-last hearing in the 2021 redistricting process. Like all other hearings, this is an opportunity for the Inyo County Redistricting Commission (ICRC) to discuss their thoughts about the redistricting process and for the public to provide comments to the ICRC.

Given that we are nearing the final hearing where the ICRC will have to choose which of the draft maps to adopt as the final map, staff thought that it would be useful to provide a summary of public comment received to date and to provide some initial recommendations about certain draft maps that staff believes can be eliminated from consideration prior to the final hearing.

Public Comment Summary

To date, the ICRC has received 15 written public comments, all of which are attached to this agenda item and posted here: <https://www.inyocounty.us/redistricting-2021>. Staff also reviewed all past hearings, and during those hearings, the ICRC received 3 oral comments (this number seems low, but from reviewing past hearings, the vast majority of people who spoke at the hearings were asking questions about how the redistricting process works, not providing comments). While the comments cover a broad range of topics, they can be roughly categorized as follows:

- Comments calling for the ICRC to not change the supervisorial districts - 9 comments
- Comments calling for a district containing all tribal lands - 3 comments
- Comments opposing the creation of a district containing all tribal lands - 1 comment
- Comments urging the ICRC to ensure equal population in all districts - 3 comments
- Comments expressing concern that smaller communities (e.g. Tecopa) have less of a voice than larger communities (e.g. Bishop) - 2 comments

As can be seen from the breakdown of public comment, the prevailing sentiment in Inyo County is that the

districts should not change. Unfortunately, this is not legally permissible. Inyo County's current supervisorial districts do not comply with state or federal law and therefore must change. However, this does not mean that the 9 comments opposing redistricting must be disregarded completely, particularly given that these 9 comments represent a majority of public comments. Rather, staff believes that these comments demonstrate that the prevailing public sentiment is that the current districts are already good representations of communities of interest and therefore should be changed as little as legally possible to preserve the already well delineated communities of interest.

Taking this public comment into account, staff believes that the draft maps that best comply with the prevailing public comment are options 1(a) and 1(b), as these two maps preserve the already-existing communities of interest and make the fewest changes to current supervisorial districts, while also complying with all legal requirements.

Initial Elimination Recommendations

There are currently 12 draft maps posted online: <https://www.inyocounty.us/redistricting-2021/draft-redistricting-maps>. Of these 12 maps, there are some maps that staff and counsel believe should be eliminated from consideration before the final December 14 hearing because they do not comply with basic legal requirements related to redistricting. The maps that fall into this category include:

- Option 1(c) - This map has a deviation of approximately 13%, which exceeds the permissible 10% deviation.
- Option 2 - This map does not comply with the guidance in Election Code 21500(c)(5), which states, "To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations." However, as section 21500(c)(5) states, this requirement is only one of many considerations that the ICRC must take into account. Additionally, compliance is only required "to the extent practicable" and to the extent that compliance does not conflict with the four preceding considerations, which include keeping communities of interest together, no islands, and easily understood boundaries. Therefore, there are no legal prohibition on the ICRC's adoption of this map, but staff is still recommending the elimination of this map because there does not appear to be a logical reason to expand District 5 by reaching all the way up to the Mono County line instead of taking in Independence.
- Option 4 - This map has a deviation of approximately 11%, which exceeds the permissible 10% deviation, and is missing census blocks. However, as of the writing of this staff report, the member of the public who submitted this map is working with county staff to correct errors like the missing census blocks. Therefore, this map may not need to be eliminated if that individual is able to correct the deviation issues and assign the missing blocks to a district.
- Option 7 - This map has a deviation of approximately 11%, which exceeds the permissible 10% deviation.
- Option 8(c) - This map has a deviation of approximately 13%, which exceeds the permissible 10% deviation.

If the ICRC chooses to eliminate these 5 options (or any other options from consideration), the ICRC does not need to take any formal action to do so. Furthermore, this elimination is not a legally binding action. Nevertheless, staff thought that doing this initial round of eliminations would help streamline the voting on December 14 and focus the public in on options that stand a reasonable chance of being adopted on December 14.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to hold this hearing. However, this is not recommended, as this is the second to

last hearing in the redistricting process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. 2021-11-10 Godbe
2. 2021-11-11 Connor
3. 2021-11-14 Brown
4. 2021-11-16 Joseph
5. 2021-11-17 Oney
6. 2021-11-18 Bishop Paiute Tribe
7. 2021-11-21 Lijek
8. 2021-10-15 Core
9. 2021-10-19 Lund
10. 2021-10-20 Reckling
11. 2021-10-20 Sasuga
12. 2021-10-24 Erickson
13. 2021-11-09 Huette
14. 2021-11-09 Roberts Allsup
15. 2021-11-10 Erickson

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla
Cathreen Richards

Created/Initiated - 12/1/2021
Approved - 12/1/2021
Approved - 12/1/2021
Final Approval - 12/2/2021

Grace Chuchla

From: Michael Godbe <mgodbe@calindian.org>
Sent: Wednesday, November 10, 2021 7:27 AM
To: Grace Chuchla
Subject: Majority Native District

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hi Grace,

Thanks for answering my question yesterday about the residency requirements. I'm writing this morning in regard to Paul Huetter's comment about a majority native American district. I think the idea aligns very well with the priorities of the fair maps act, as the most important consideration after not having islands is not breaking up communities of interest so as to allow for fair and effective representation. I saw that under the CA constitution a 'community of interest' is contiguous, so a reservation is one but all the reservations are not one, but instead they are five distinct but pretty related - and in a lot of ways similar - communities of interest. Still, the underlying emphasis of the fair maps act is to provide for fair and effective representation, and I would argue that grouping distinct but very similar communities of interest is more in line with the priorities of the fair maps act than, say achieving geographical compactness.

I tinkered with the Inyo County mapping software and it actually seems quite possible to make a map with such a district, stretching from the Bishop reservation down to the Lone Pine Reservation east of 395, picking up the Big Pine and Fort Independence reservations along the way, and then sweeping over to the Timbisha lands at furnace creek via Keeler and Darwin - and to have the numbers come out within 5% of 3792.

I hope that County staff will create a map incorporating this idea for consideration (I did save my ArcGIS shapefiles, but there was overlap between my districts and a number of other issues. The GIS folks at the county would be much better able to implement the concept into a map for consideration).

Thanks,

Mike

Michael Godbe
Directing Attorney



Pronouns: He / Him / His
873 N. Main St. Suite 120, Bishop, CA 93514
(760) 873-3581
Fax: (760) 873-7461
mgodbe@calindian.org
www.calindian.org

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The mission of CILS is to protect and advance Indian rights, foster Indian self-determination, and facilitate tribal nation-building.

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Grace Chuchla

From: web.noreply
Sent: Thursday, November 11, 2021 8:18 PM
To: Grace Chuchla
Subject: [Redistricting Comments] redistricting

Dan Connor (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name

Dan Connor

The sender's email

Subject

redistricting

Comment or Question

I think having every district represent the same number of people would be more fair - every person's vote would have equal influence.

Supervisor Totheroh and the Redistricting Commission,

Here are some thoughts regarding the county mandate to redistrict according to 2020 census data:

- 1) If the aspirational goal is to provide 1 person/1 vote with parity across Inyo's 5 districts for equal representation, then plans that have the lowest deviation should be prioritized
- 2) Since some folks in a micro-community will feel inevitably feel displaced with redistricting, the argument of "Bishop-centric" or "Independence-centric" plans is a moot point. It all depends on what part of the county you happen to live in. Neither argument should outweigh the other. By default, higher population density areas will have more representation than lower densities.
- 3) The definition of a "community of interest" is a subjective one to a great extent, with each micro-community vying for priority based on their own perceptions and definitions. Who they identify with from other parts of the county, similar lifestyles/interests/economies, environmental and conservation priorities, and many other concerns may link some micro-communities together or distinguish some from one another. How to weigh each of these factors will be a subjective decision at the Commission level.
- 4) A District which appears to stretch and reach vast distances with thin geographic footprints may smack of gerrymandering at first glance. Be careful!
- 5) A supervisor must be reasonably able to physically travel to meet with his/her constituency in order to represent a vast but geographically contiguous District. The constituents also must feel adequately represented, no matter the size or reach of the District.

Thanks for your time,
Stacey Brown
District 1

From: Mel Joseph [Mel.joseph@lppsr.org]
Sent: Tuesday, November 16, 2021 10:02 AM
To: BoardClerk
Subject: Supervisor District Comment

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Good Morning Darcy,

I would like to make the following comment regarding the current re-districting proposal. This comment is being made by me as a tribal citizen, not as an official Tribal Representative of the Lone Pine Paiute-Shoshone Reservation.

A proposal for a Tribal County Supervisor would lead to a dilution of each Tribe's voice at the County level. Most issues before the Board affect certain geographical areas. If none of the Supervisors voting, except the Tribal Supervisor, had to consider the needs and desires of the Tribes, that one vote of 6 could easily be defeated very often. As it is now, each Supervisor with Tribal communities in their district has a responsibility to consider those constituents. Take the Tribes out of their districts and they can easily override the local Tribe's voice.

Thank you.
Mel O. Joseph

Grace Chuchla

From: web.noreply
Sent: Tuesday, November 16, 2021 10:24 PM
To: Grace Chuchla
Subject: [Contact Information] Redistricting

Kyle Oney (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/contact-information>.

The sender's name

Kyle Oney

The sender's email
[REDACTED]

Subject

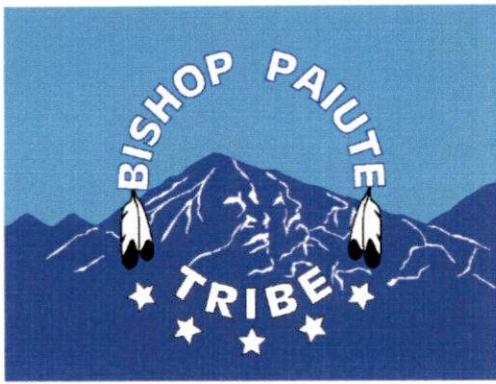
Redistricting

Comment or Question

I don't think believe we should redistrict at this time. And urge a no vote on it. Thank you Kyle Oney

Contact ID

contact-5686



BISHOP TRIBAL COUNCIL

November 18, 2021

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

Re: Inyo County Redistricting - Tribal Community of Interest

Dear Inyo County Redistricting Committee,

We write you to express our desire that the Committee adopt a map that includes a district that contains all the tribal trust land of the five tribes that call Inyo County home. The creation of such a district would give Native Americans in Inyo County a unified voice in County government. We believe such a district will also improve relationships between the tribes, as well as those between the County and Native residents, which has historically been strained at times.

We are submitting with this letter five .geojson files for five proposed districts, which we support and ask the County to adopt as the new map. We also call on our fellow Tribes to support this option. Images of the proposed districts are included at the end of this letter.

The Indigenous Population is Nearly a Fifth of the County Population

The 2020 Census identified 13.5% of the County population that identifies as only Native American.¹ People in Inyo County who identify as two or more races or ethnicities make up 3.6% of the population. We believe there are many tribal members in our communities who fall in this 3.6% who identify as not only Native American. Accordingly, we estimate that Native Americans make up approximately 15-17% of the County population. This is nearly one-fifth of the population. Because our communities are distinct but closely related 'communities of interest', the creation of a majority-Native American district connecting all the tribes would promote fair and effective representation for our people in County government.

The Fair Maps Act Supports the Creation of a Majority Native District

The Fair Maps Act of 2019 (AB 849) specifies certain redistricting criteria that apply to Inyo County. Specifically, the Fair Maps Act prioritizes minimizing the division of "communities of interest" for purposes of fair and effective representation. This is **the most important priority** after geographical contiguity (no islands), and more important than keeping cities or census designated places together in the same district, making district boundaries easily identifiable and understandable by residents, and geographical compactness:

(c) The board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority:

¹ <https://www.census.gov/quickfacts/fact/table/inycountycalifornia/HCN010212>

(1) To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) To the extent practicable, the geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.

(4) Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.

(5) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Elections Code § 21500(c) (emphasis added).

Section 2(d)(4) of Article XXI of the California Constitution defines a community of interest as (emphasis added):

A community of interest is a contiguous population which shares **common social and economic interests** that should be included within a single district for purposes of its effective and fair representation. Examples of such **shared interests** are those common to an urban area, a rural area, an industrial area, or an agricultural area, and those common to areas in which the people share similar living standards, use the same transportation facilities, have similar work opportunities, or have access to the same media of communication relevant to the election process. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.

The five tribes of Inyo County are five distinct, but in significant respects closely related, communities of interest. This is especially true when it comes to matters of County governance. For example, the County Sheriff has concurrent criminal jurisdiction on all tribal trust land. The County is also the government entity that oversees the implementation and compliance with the Long Term Water Agreement, serving on the Standing Committee and sharing responsibility for ensuring LADWP complies with its obligations. The Native American residents of Inyo County should have a voice in county government when it comes to these matters.

Areas of Cultural Significance

Our proposed map, and specifically the proposed 3rd District that includes all tribal trust land, is distinct from other maps that have been proposed in a number of significant ways that are important to our Tribe, and, we believe, to the larger Native community in the County on the whole. The proposed 3rd District includes:

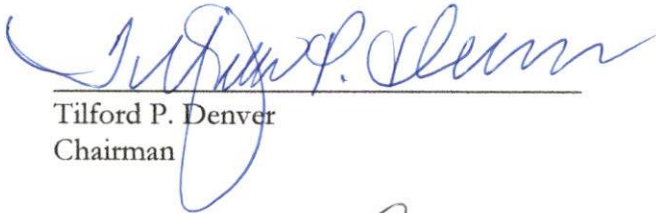
- All tribal trust land in the County;
- Manzanar, a space where Japanese Americans and Native Americans share parallel histories of displacement and forced relocation;
- Many areas of cultural significance to Nüümü (Paiute), Newe (Shoshone), and Timbisha People, including:
 - The Volcanic Tablelands, an area of spiritual significance containing many petroglyphs;
 - Other areas containing petroglyphs;

- The White Mountains and Inyo Mountains, where our people have hunted and gathered Pine Nuts for thousands of years;
- Winnedumah, the 80-foot stone monument east of Independence that is prominent in our traditional stories;
- The Alabama Hills, an area of spiritual significance;
- The Owens Dry Lake, historically the primary source of life, dwelling locations, and ceremony locations at the southern end of the valley; in the past century it has become one of the largest sources of particulate matter (PM10) in the United States and is a lasting reminder of the history of the Los Angeles Department of Water and Power in the valley and the impact of their water diversions and pumping on our people;
- Conglomerate Mesa, an area of spiritual significance.

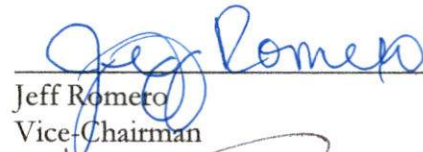
Our people have been stewards of Payahuunadü; 'the land of flowing water' (the Owens Valley) for thousands of years, and putting these areas of cultural and spiritual significance within the bounds of a majority-Native American District will aid our people in advocating for their continued protection from within County Government.

For the reasons above, we respectfully request that the Inyo County Redistricting Committee adopt the proposed map we have submitted, or one that is substantially similar.

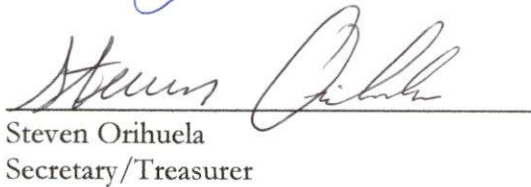
Sincerely,



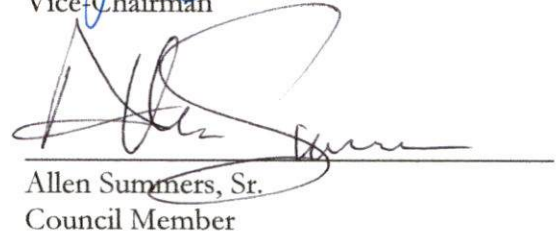
Tilford P. Denver
Chairman



Jeff Romero
Vice-Chairman



Steven Orihuela
Secretary/Treasurer

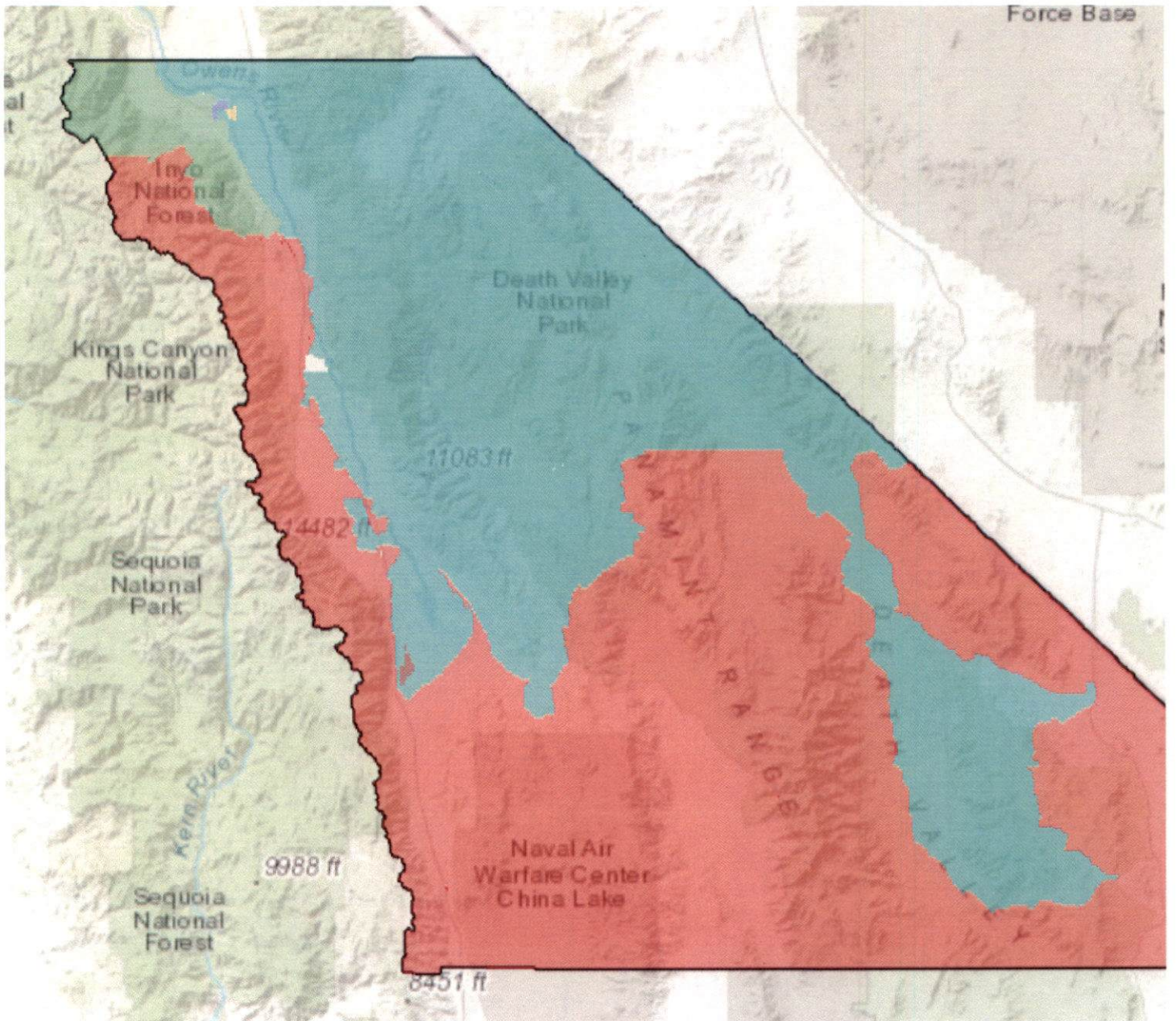


Allen Summers, Sr.
Council Member



Joyce White
Council Member

Cc: Rick Pucci (current District 3 Supervisor)



Grace Chuchla

From: web.noreply
Sent: Saturday, November 20, 2021 1:30 PM
To: Grace Chuchla
Subject: [Redistricting Comments] Redistricting

Joann Lijek (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name
Joann Lijek

[REDACTED]

Subject
Redistricting
Comment or Question

Dear Supervisors,

After reading the redistricting law, I was unable to find in that document an actual number or percentage of population that would require redistricting, it just states that districts will be based on population.

Given the sparse population of the majority of the county in contrast to the towns, it seems to me that the districts as they are drawn now are as fair as they can be.

It does not seem fair to attempt to link non-contiguous reservation lands by taking a majority of public lands in between. I also have wondered, if Tribes are Sovereign Nations, why do they participate in local government at all?

Towns and the surrounding areas should be able to remain in the same district as much as possible, although Bishop is already split into 3 districts.

To me, the solution is to leave the districts as they are. It seems to me that the state law does not require redistricting in this instance, and the population disparity is not that great. Also, since this is about voting, shouldn't the number of votes per district, not raw population, be considered?

Sincerely, Joann Lijek

District 3

Contact ID

Joann Lijek, [REDACTED]

Grace Chuchla

From: web.noreply
Sent: Friday, October 15, 2021 10:42 AM
To: Grace Chuchla
Subject: [Contact Information] redistricting objection

Jerry Core (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/contact-information>.

The sender's name

Jerry Core

The sender's email

Subject

redistricting objection

Comment or Question

After reviewing the maps and playing with the options for changing the districts, I do not agree with changing the lines. I believe the present district lines are fine as they are. I see no need to change our lines. Inyo County is a unique area of California and should be treated differently than the more populated areas within the state. By changing the lines creates more problems for representation, seems more political than practical. Sometimes leaving things that are not broken alone is the best course of action. thank you, Jerry Core

Contact ID

contact-5686

Grace Chuchla

From: web.noreply
Sent: Tuesday, October 19, 2021 6:12 PM
To: Grace Chuchla
Subject: [Redistricting Comments] redistricting

Sandra Lund (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name

Sandra Lund

The sender's email

Subject

redistricting

Comment or Question

I am vvery upset about the plan to residistrict. Both Diust 4w and

Dist 5 have a larger area to cover than the other 3 distericts. What the plan now includes is kmore of an area to cover lwhile Dist 1, 2 and 3 travel area gets smaller. The residents that live in Death Valley, (Southern Inyo and the

Fish Lake Area deserve just as much interaction with their Sueprvisor as 1,2amd 3 have just driving around the block. The residents in

the outlaying districts are NOT GETTING A FAIR SHAKE. I oppose the plan whole heartally and

Big Pine will not be affected. Really folks - this is not a BIG CITY. Please reevaluate this decision. I also lattemptrefd to attend the 6 p.m. meeting tonight and found it impossible to access.

Contact ID

Sandy Lund

RECEIVED

OCT 20 2021

Inyo County Administrator
Clerk of the Board

Mrs. Elaine Reckling

[REDACTED]


October 15, 2021

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

Dear Members of the Board:

I understand that you will be considering redistricting our area as the Law requires. Because of the Covid Pandemic shutdowns, I understand that the census was difficult to take, especially in rural areas, Would you please consider not changing our district lines as under the present population figures it would make pretty drastic changes for some of our areas, possibly under counted. Thank you for considering my opinion.

Respectfully yours,



Resident, Elaine V. Reckling

2c evr

Grace Chuchla

From: web.noreply
Sent: Wednesday, October 20, 2021 11:00 AM
To: Grace Chuchla
Subject: [Redistricting Comments] Redistricting

Leslie Sasuga (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name
Leslie Sasuga

[REDACTED]
Subject
Redistricting
Comment or Question
Keep 'em the same!

From: Rhonda Erickson [REDACTED]
Date: October 24, 2021 at 3:28:00 PM PDT
To: Jennifer Roeser <jroeser@inyocounty.us>
Subject: Districts

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hello,
I would like to go on record as opposing the redistricting. I request that you leave it as is.

Thank you,

Rhonda Erickson

Grace Chuchla

From: web.noreply
Sent: Tuesday, November 9, 2021 8:18 AM
To: Grace Chuchla
Subject: [Redistricting Comments] redistricting

Paul B. Huette (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name
Paul B. Huette

[REDACTED]
Subject
redistricting

Comment or Question

Hello, I would like to see the redistricting committee draw a new map that includes a majority Native American district. The 2020 census shows that 13.5% of Inyo County identifies as Native American only. There are a lot of tribal members in the valley that have mixed ancestry, and I would guess that Indians from the 5 tribes in the county make up closer to 16 or 17% of the population. The different tribes are distinct tribal nations but we have a lot of shared history and shared relationships with the county (county law enforcement on tribal land) as well as DWP and our point of view on water issues. The Tribes weren't part of the long term water agreement between LA and the county and we should have been. I think we should have a voice in county government and would like to see a new map with a majority native district connecting the five tribes in one district.

Grace Chuchla

From: web.noreply
Sent: Tuesday, November 9, 2021 8:52 PM
To: Grace Chuchla
Subject: [Redistricting Comments] Proposed Inyo County Redistricting

Teri Roberts-Allsup (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name
Teri Roberts-Allsup
The sender's email
[REDACTED]

Subject
Proposed Inyo County Redistricting
Comment or Question

As a citizen and resident of Inyo County, I would like to express my thoughts and concerns on the Board's proposed districting changes, or any other proposed changes. I cannot see justification for any changes whatsoever. The population numbers affected don't come close for consideration, not to mention your responsibly for utilizing the necessary manpower and cost of making such changes - our tax dollars.

Additionally, the population of Inyo County has changed very little over past decades, primarily due to the lack of private property (3%) available for building.

I hereby propose and request that your Board take action in this matter by a unanimous "NO" vote on the proposed redistricting of Inyo County.

Thank you,
Teri Roberts-Allsup

Grace Chuchla

From: web.noreply
Sent: Wednesday, November 10, 2021 5:05 PM
To: Grace Chuchla
Subject: [Redistricting Comments] Redistricting

Kathryn Erickson (not verified) [REDACTED] sent a message using the contact form at <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>.

The sender's name

Kathryn Erickson

The sender's email
[REDACTED]

Subject

Redistricting

Comment or Question

I would like to see all districts drawn in such a way that each one has an equal number of citizens represented by one supervisor as any of the others.

Thank you.



County of Inyo



Agricultural Commissioner - Cannabis

TIMED ITEMS - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Nathan Reade

SUBJECT: Consideration of Commercial Cannabis Business Licenses

RECOMMENDED ACTION:

11:15 a.m. - Ag Commissioner-Cannabis - Request Board: A) conduct a public hearing on the consideration of county commercial cannabis licenses for non-storefront retail classification licenses in cannabis Zone 1, and cultivation in excess of 5,000 square feet in cannabis Zone 5C; B) conditionally approve those applications that exceeded the 80% minimum scoring threshold as set forth in Inyo County Code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established as well as payment of all other required fees and taxes; and C) deny those applications that failed to meet the 80% minimum scoring requirement and authorize final letters of rejection.

SUMMARY/JUSTIFICATION:

The Commercial Cannabis Permit Office has received several applications for licenses during the last several months. Staff has been working with the applicants since that time to ensure applications are complete while also compiling scoring for these applications. At this time there are four applications that staff are ready to make recommendations on to your board. Applications were scored on a point system pursuant to Inyo County Code. The following criteria were considered:

- Adequacy of the security plan;
- Adequacy of the operations plan;
- Appropriateness of the proposed site;
- Proposed measures to mitigate potential negative impacts to the community;
- Environmental considerations including water sources;
- Residency;
- Community benefit plan;
- Any prior or existing operation of a commercial cannabis business subject to Inyo County Code chapter 5.40.

Results for the scoring of these six licenses are outlined below.

Applicant	Score
Eden Holdings	81%

Hamptons West, LLC	87%
Sundance Capital Partners, LLC	87%
Manchester Global, LLC	87%

Note that the maximum score for application types that include a cultivation component is 1,580, and for all other types is 1,370.

Inyo County Code section 5.40.090(H) requires that a cannabis license application receive a minimum score of 80% in order for a licenses to be issued. All of the applications for your Board's consideration today meet this requirement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to adjust scoring to change the results of the staff recommendation or decide to deny all applications.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If staff's recommendation is confirmed by your board, annual fees of \$35,400 would be collected on four licenses. Future tax revenue would also be realized by the County as the businesses begin to operate.

ATTACHMENTS:

1. Eden Holdings Scoring Sheet
2. Hamptons West, LLC Application Scoring Sheet
3. Sundance Capital Partners, LLC Application Scoring Sheet
4. Manchester Global, LLC Application Scoring Sheet

APPROVALS:

Nathan Reade	Created/Initiated - 11/22/2021
Darcy Ellis	Approved - 11/23/2021
Nathan Reade	Approved - 11/24/2021
John Vallejo	Approved - 11/29/2021
Amy Shepherd	Final Approval - 11/30/2021



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version:	
<input type="checkbox"/> Initial Application	<input type="checkbox"/> Revised Application
Business Name:	Date Received:

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information and Zoning Conformity

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring							
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting							

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

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)

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

SECTION 4 – SECURITY PLAN

Application questions include the following:

Attach your security plan to this application as “Attachment 4”. Provide, at a minimum, information that will answer the following:

1. Describe any video surveillance system(s) that will be used on site and specify the manufacturer and model of each. Also include what areas will be under this surveillance and length of time that recordings will be archived and available, and any other pertinent information.
2. Describe any alarm systems that you intend to use including manufacturer, model, and service provider if applicable.
3. Describe how cash on premises will be secured.
4. Describe any security fencing or other perimeter security methods that will be used on site including dimensions and materials used.
5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-25	
2. Alarm system adequacy (Sheriff)	0-25	
3. Cash security (Sheriff)	0-25	
4. Perimeter/security fencing adequacy (Sheriff)	0-25	
5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
TOTAL	0-175	

Notes:

SECTION 5 – OPERATIONS PLAN

Application questions include the following:

Attach your operations plan to this application as “Attachment 5”. Provide, at a minimum, information that will answer the following:

1. Description of products and/or services to be provided.
2. If any improvements other construction are proposed, describe this activity and identify the type of permits needed.
3. Describe the measures/equipment/software your business will use to ensure California Track and Trace System compliance.
4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
5. Provide a detailed description of how cannabis waste will be disposed of including but not limited to organic waste produced by cultivation and harvesting activities, manufacturing waste, or waste produced by retail establishments that contain, or have contained, cannabis and/or cannabis products.
6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
6. Adequacy of weights & measures equipment and practices	0-40	
7. Adequacy of equipment to proposed activity	0-40	
<input type="checkbox"/> Pro Forma Included TOTAL	0-280	

Notes:

SECTION 6 - CULTIVATION PLAN

Application questions include the following:

Attach your cultivation plan to this application as "Attachment 6". Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of the existing land use and surrounding land uses (e.g. residential, commercial, agriculture crop production, vacant land, rangeland, etc.).
2. Describe how pest management will be conducted including if pesticides will be used and if employees will be using pesticides.
3. Describe how crops will be fertilized and the products to be used for this process.
4. Describe any processing that will occur on site, including but not limited to, trimming, drying, curing or grading.

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

Notes:

SECTION 7 – COMMUNITY IMPACT MITIGATION MEASURES

Application questions include the following:

To complete this section attach your community impact mitigation plan to this application as “Attachment 7”. Provide, at a minimum, information that will answer the following:

1. Describe any measures you intend to implement that would avoid impacts to fire and law enforcement agencies and reduce callouts from these entities.
2. Explain what your business intends to do to minimize other types of impacts on surrounding communities.
3. Describe any arrangements or agreements reached with local agencies, service districts, nongovernmental groups, or other community related groups to minimize impacts to the local community. Attach copies of any agreements. If no written agreement exists, indicate what benefits you are committing to provide.

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Measures to avoid impacts to fire and law enforcement	0-60	
2. Measures to reduce other impacts to surrounding communities	0-60	
3. Agency agreements or statement of commitments business would agree to	0-60	
TOTAL	0-180	

Notes:

SECTION 8 – ENVIRONMENTAL CONSIDERATIONS

Application questions include the following:

Attach an overview covering environmental considerations to this application as “Attachment 8”. Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of where water will be sourced (e.g. well, stream diversion, public water system) and attach any application or permit required by the California State Water Resources Control Board, Groundwater Sustainability Agency, County Environmental Health Department, Community Service District, etc. Also indicate if recycled water will be used by the proposed business and how it will be used.
2. Provide a detailed description of how any wastewater produced will be disposed of, including manufacturing runoff and sewage.
3. Provide a detailed description of outdoor lighting or other lighting visible to the outside of the business property and what measures will be taken to minimize impact on the public. Also describe how these measures will meet Inyo County General Plan requirements.
4. Provide a detailed description of ventilation systems used to prevent cannabis odors or control toxic fumes both indoor and outdoor related to the business operations, if any.
5. Provide a detailed description any dust mitigation that will be implemented on the business site, if any.
6. Provide a detailed description any noise mitigation that will be implemented on the business site, if any.

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source status and feasibility (EH)	0-60	
2. Wastewater management adequacy (EH)	0-60	
3. Outdoor lighting consistency with general plan and any dark skies mitigation	0-60	
4. Odor control and ventilation systems	0-60	
5. Dust control plan adequacy	0-60	
6. Noise mitigation plan adequacy	0-60	
TOTAL	0-360	

Notes:

SECTION 9 – COMMUNITY BENEFIT PLAN

Application questions include the following:

Attach your Community Benefit Plan to this application as “Attachment 9”. The Plan must provide, at a minimum, information that will answer the following:

1. Provide a detailed description of any community benefit plan including but not limited to support of school-related and community-based organizations. Attach any documentation that can be used to substantiate community benefit.
2. Describe your strategies to recruit and hire local employees.
3. Provide a complete list of jobs anticipated to be created by the proposed business, including number of jobs to be created, wage to be paid for each job classification, and a short description of these positions using the following table. Attach additional copies if needed.

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-230	
2. Local hiring plan/strategies	0-60	
3. Wage comparison	0-60	
4. Local applicant (based on live scan residence address, ownership percentage)	0-30	
TOTAL	0-380	

Notes:



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760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version: <input type="checkbox"/> Initial Application <input type="checkbox"/> Revised Application	
Business Name:	Date Received:

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information and Zoning Conformity

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring							
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting							

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

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)

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

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3. Describe how cash on premises will be secured.
4. Describe any security fencing or other perimeter security methods that will be used on site including dimensions and materials used.
5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

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1. Surveillance system adequacy (Sheriff)	0-25	
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5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
TOTAL	0-175	

Notes:

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4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
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6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
6. Adequacy of weights & measures equipment and practices	0-40	
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4. Adequacy of processing equipment and facilities	0-30	
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5. Provide a detailed description any dust mitigation that will be implemented on the business site, if any.
6. Provide a detailed description any noise mitigation that will be implemented on the business site, if any.

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source status and feasibility (EH)	0-60	
2. Wastewater management adequacy (EH)	0-60	
3. Outdoor lighting consistency with general plan and any dark skies mitigation	0-60	
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5. Dust control plan adequacy	0-60	
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2. Local hiring plan/strategies	0-60	
3. Wage comparison	0-60	
4. Local applicant (based on live scan residence address, ownership percentage)	0-30	
TOTAL	0-380	

Notes:



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COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

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760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version: <input type="checkbox"/> Initial Application <input type="checkbox"/> Revised Application	
Business Name:	Date Received:

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information and Zoning Conformity

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring							
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting							

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

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)

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

SECTION 4 – SECURITY PLAN

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3. Describe how cash on premises will be secured.
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5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-25	
2. Alarm system adequacy (Sheriff)	0-25	
3. Cash security (Sheriff)	0-25	
4. Perimeter/security fencing adequacy (Sheriff)	0-25	
5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
TOTAL	0-175	

Notes:

SECTION 5 – OPERATIONS PLAN

Application questions include the following:

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2. If any improvements other construction are proposed, describe this activity and identify the type of permits needed.
3. Describe the measures/equipment/software your business will use to ensure California Track and Trace System compliance.
4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
5. Provide a detailed description of how cannabis waste will be disposed of including but not limited to organic waste produced by cultivation and harvesting activities, manufacturing waste, or waste produced by retail establishments that contain, or have contained, cannabis and/or cannabis products.
6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
6. Adequacy of weights & measures equipment and practices	0-40	
7. Adequacy of equipment to proposed activity	0-40	
<input type="checkbox"/> Pro Forma Included TOTAL	0-280	

Notes:

SECTION 6 - CULTIVATION PLAN

Application questions include the following:

Attach your cultivation plan to this application as "Attachment 6". Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of the existing land use and surrounding land uses (e.g. residential, commercial, agriculture crop production, vacant land, rangeland, etc.).
2. Describe how pest management will be conducted including if pesticides will be used and if employees will be using pesticides.
3. Describe how crops will be fertilized and the products to be used for this process.
4. Describe any processing that will occur on site, including but not limited to, trimming, drying, curing or grading.

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

Notes:

SECTION 7 – COMMUNITY IMPACT MITIGATION MEASURES

Application questions include the following:

To complete this section attach your community impact mitigation plan to this application as “Attachment 7”. Provide, at a minimum, information that will answer the following:

1. Describe any measures you intend to implement that would avoid impacts to fire and law enforcement agencies and reduce callouts from these entities.
2. Explain what your business intends to do to minimize other types of impacts on surrounding communities.
3. Describe any arrangements or agreements reached with local agencies, service districts, nongovernmental groups, or other community related groups to minimize impacts to the local community. Attach copies of any agreements. If no written agreement exists, indicate what benefits you are committing to provide.

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Measures to avoid impacts to fire and law enforcement	0-60	
2. Measures to reduce other impacts to surrounding communities	0-60	
3. Agency agreements or statement of commitments business would agree to	0-60	
TOTAL	0-180	

Notes:

SECTION 8 – ENVIRONMENTAL CONSIDERATIONS

Application questions include the following:

Attach an overview covering environmental considerations to this application as “Attachment 8”. Provide, at a minimum, information that will answer the following:

1. Provide a detailed description of where water will be sourced (e.g. well, stream diversion, public water system) and attach any application or permit required by the California State Water Resources Control Board, Groundwater Sustainability Agency, County Environmental Health Department, Community Service District, etc. Also indicate if recycled water will be used by the proposed business and how it will be used.
2. Provide a detailed description of how any wastewater produced will be disposed of, including manufacturing runoff and sewage.
3. Provide a detailed description of outdoor lighting or other lighting visible to the outside of the business property and what measures will be taken to minimize impact on the public. Also describe how these measures will meet Inyo County General Plan requirements.
4. Provide a detailed description of ventilation systems used to prevent cannabis odors or control toxic fumes both indoor and outdoor related to the business operations, if any.
5. Provide a detailed description any dust mitigation that will be implemented on the business site, if any.
6. Provide a detailed description any noise mitigation that will be implemented on the business site, if any.

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source status and feasibility (EH)	0-60	
2. Wastewater management adequacy (EH)	0-60	
3. Outdoor lighting consistency with general plan and any dark skies mitigation	0-60	
4. Odor control and ventilation systems	0-60	
5. Dust control plan adequacy	0-60	
6. Noise mitigation plan adequacy	0-60	
TOTAL	0-360	

Notes:

SECTION 9 – COMMUNITY BENEFIT PLAN

Application questions include the following:

Attach your Community Benefit Plan to this application as “Attachment 9”. The Plan must provide, at a minimum, information that will answer the following:

1. Provide a detailed description of any community benefit plan including but not limited to support of school-related and community-based organizations. Attach any documentation that can be used to substantiate community benefit.
2. Describe your strategies to recruit and hire local employees.
3. Provide a complete list of jobs anticipated to be created by the proposed business, including number of jobs to be created, wage to be paid for each job classification, and a short description of these positions using the following table. Attach additional copies if needed.

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-230	
2. Local hiring plan/strategies	0-60	
3. Wage comparison	0-60	
4. Local applicant (based on live scan residence address, ownership percentage)	0-30	
TOTAL	0-380	

Notes:



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

Application Version: <input type="checkbox"/> Initial Application <input type="checkbox"/> Revised Application	
Business Name:	Date Received:

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information and Zoning Conformity

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring							
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting							

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

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET (CONTINUED)

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

SECTION 4 – SECURITY PLAN

Application questions include the following:

Attach your security plan to this application as “Attachment 4”. Provide, at a minimum, information that will answer the following:

1. Describe any video surveillance system(s) that will be used on site and specify the manufacturer and model of each. Also include what areas will be under this surveillance and length of time that recordings will be archived and available, and any other pertinent information.
2. Describe any alarm systems that you intend to use including manufacturer, model, and service provider if applicable.
3. Describe how cash on premises will be secured.
4. Describe any security fencing or other perimeter security methods that will be used on site including dimensions and materials used.
5. If any security personnel are to be used, explain how personnel are to be used and include number of personnel and how personnel will be trained/certified. If security is provided by a contractor, include name and contact information for the company.
6. Describe facility lighting and explain how it will help provide security, taking into account maintaining consistency with Inyo County General Plan requirements for lighting.
7. Describe any other security measures not covered by the previous sections.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-25	
2. Alarm system adequacy (Sheriff)	0-25	
3. Cash security (Sheriff)	0-25	
4. Perimeter/security fencing adequacy (Sheriff)	0-25	
5. Security personnel use and training (Sheriff)	0-25	
6. Security lighting adequacy (Sheriff)	0-25	
7. Additional security measures (Sheriff)	0-25	
TOTAL	0-175	

Notes:

SECTION 5 – OPERATIONS PLAN

Application questions include the following:

Attach your operations plan to this application as “Attachment 5”. Provide, at a minimum, information that will answer the following:

1. Description of products and/or services to be provided.
2. If any improvements other construction are proposed, describe this activity and identify the type of permits needed.
3. Describe the measures/equipment/software your business will use to ensure California Track and Trace System compliance.
4. Provide a detailed list of any toxic or flammable materials, pesticides, fertilizers or other materials that may be used by the business. Also describe how these materials will be stored to maintain security or safety. Attach any applicable permits.
5. Provide a detailed description of how cannabis waste will be disposed of including but not limited to organic waste produced by cultivation and harvesting activities, manufacturing waste, or waste produced by retail establishments that contain, or have contained, cannabis and/or cannabis products.
6. List equipment that will be used to measure or weight cannabis products for sale. If weighmaster laws apply to your business, indicate how you will conform to state laws and regulations.
7. Will cannabis food products be produced on site? If so, explain how this will occur and with what equipment.
8. Provide a three year pro-forma statement.

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-40	
2. Track and Trace compliance system adequacy	0-40	
3. Hazardous materials (EH and Ag)	0-40	
4. Storage safety and security (EH and Ag)	0-40	
5. Waste disposal plan adequacy (EH and Ag)	0-40	
6. Adequacy of weights & measures equipment and practices	0-40	
7. Adequacy of equipment to proposed activity	0-40	
<input type="checkbox"/> Pro Forma Included TOTAL	0-280	

Notes:

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Application questions include the following:

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TOTAL	0-210	

Notes:

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Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Measures to avoid impacts to fire and law enforcement	0-60	
2. Measures to reduce other impacts to surrounding communities	0-60	
3. Agency agreements or statement of commitments business would agree to	0-60	
TOTAL	0-180	

Notes:

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Application questions include the following:

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Section 8 – Environmental Considerations	Point Value	Points Assigned
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2. Wastewater management adequacy (EH)	0-60	
3. Outdoor lighting consistency with general plan and any dark skies mitigation	0-60	
4. Odor control and ventilation systems	0-60	
5. Dust control plan adequacy	0-60	
6. Noise mitigation plan adequacy	0-60	
TOTAL	0-360	

Notes:

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Application questions include the following:

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3. Wage comparison	0-60	
4. Local applicant (based on live scan residence address, ownership percentage)	0-30	
TOTAL	0-380	

Notes:

Agenda

County of Inyo Board of Equalization

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

December 7, 2021

- 1:00 p.m.**
1. **ELECTION OF OFFICERS** – The Board will elect a Chairperson and Vice Chairperson of the Board of Equalization for calendar 2021.
 2. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of December 15, 2020.
 3. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
 4. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2020-07, concerning Assessor Parcel No. 023-210-0802, submitted by Mark Stevens.
 5. **ADJOURN**

MINUTES

County of Inyo Board of EQUALIZATION

December 15, 2020

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 11:44 a.m., on Tuesday, December 15, 2020, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present via teleconference: Supervisor Matt Kingsley, presiding, Dan Tothoroh, Jeff Griffiths, and Rick Pucci. Absent: Mark Tillemans. Also present: County Administrator Clint Quilter, County Counsel Marshall Rudolph, Assistant County Counsel John Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Approval of Minutes Moved by Supervisor Tothoroh and seconded by Supervisor Griffiths to approve the minutes of the Board of Equalization meeting of May 19, 2020. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

Stipulation Agreements – No. 2020-08, 2020-09 (Coso) Moved by Supervisor Tothoroh and seconded by Supervisor Pucci to: A) waive late fee penalties applied to Assessment Appeal No. 2020-08; and B) approve the stipulation agreement Assessment Appeal No. 2020-08, concerning Assessor Parcel No. 5590120140 and submitted by Coso Energy Developers. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

Moved by Supervisor Pucci and seconded by Supervisor Tothoroh to: A) waive late fee penalties applied to Assessment Appeal No. 2020-09; and B) approve the stipulation agreement for Assessment Appeal No. 2020-09, concerning Assessor Parcel No. 5590120170 and submitted by Coso Power Developers. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

Adjournment The Chairperson adjourned the Board of Equalization meeting at 12:18 p.m.

Chairperson, Inyo County Board of Equalization

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

by: _____
Darcy Ellis, Assistant

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 2020-07
--

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME Stevens, Mark E						EMAIL ADDRESS mesteeve@pacbell.net
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 137 Tweed Dr.						
CITY Danville	STATE CA	ZIP CODE 94526	DAYTIME TELEPHONE (925) 795 0580	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()	

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) 023-210-0802	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) 9785
PROPERTY ADDRESS OR LOCATION Whitney Portal TR Lot 8, Whitney Portal		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 type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input checked="" type="checkbox"/> OTHER: USFS Cabin
<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	46,340	37,535	
IMPROVEMENTS/STRUCTURES	47,670	38,613	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	94,010	76,148	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED
 INYO COUNTY CLERK
 INDEPENDENCE, CA
 APR 29 2020

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

see Attachment

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

Mark E Stevens

Danville CA

8-19-20

NAME (Please Print)

mark E Stevens

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED CORPORATE OFFICER OR DESIGNATED EMPLOYEE

DECLARATION OF SERVICE

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **October 6, 2021**, I served the foregoing document(s) described as follows:

LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE

on the following parties in said action, as shown below,

**MARK STEVENS
137 TWEED DR.
DANVILLE, CA 94526**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to all e-mail addresses on the Service List attached.
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: **10/06/21**



Darcy Ellis, Assistant Clerk
Inyo County Board of Equalization



EL CAMINO SIERRA

BOARD OF EQUALIZATION COUNTY OF INYO

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

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

LESLIE L. CHAPMAN
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

October 6, 2021

Mark Stevens
137 Tweed Dr.
Danville, CA 94526

Re: Assessor Parcel No. 023-210-0802

Dear Mr. Stevens,

Please be advised that your application appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization at 1:00 p.m. Tuesday, December 7, 2021, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

Due to COVID, the Board Chambers are closed to the public; however, all meetings are accessible to the public via Zoom at <https://zoom.us/j/868254781> or by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799 (webinar ID: 868 254). If guidelines with regard to access to Board meetings change, you will be notified prior to your hearing.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotected assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges \$160 per parcel for written findings of fact. Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or dellis@inyocounty.us. 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

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

**MEETING AGENDA
November 18, 2021**

2:30 p.m.

Meeting Location:

**Brown's Town Campground located next to the Bishop
Golf Course one mile south of Bishop on US 395**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL-CALL** – The Commission will take a roll call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **FINANCIAL REPORT** – The Commission will receive an update on the Fish and Game Fine Fund balance.
5. **ACTION ITEM - MINUTE APPROVAL** – the Commission will consider approval of Minutes of the September 16, 2021 meeting.
6. **WILDCARE EASTERN SIERRA** – Request Commission consider recommending a \$1,000 Fine Fund expenditure to Wildcare Eastern Sierra to aid in rehabilitating injured and orphaned wildlife.
7. **HOT CREEK FISH HATCHERY** – Commissioner Mueller is requesting an update on the status of the Hot Creek Fish Hatchery stocking program as a result of the recent new bacteria outbreak that has impacted the Hatchery.
8. **DEPARTMENT OF FISH AND WILDLIFE AND OTHER STATE AND FEDERAL AGENCIES REPORTS** – representative(s) of the California Department of Fish and Wildlife and other State and Federal Agencies will update the Commission on Department activities and projects.
9. **COMMISSION REPORTS** – No action to be taken on reports from Commission Members.
10. **NEXT MEETING** – the Commission will consider confirming December 16, 2021 as the date for the next meeting.
11. **ADJOURNMENT.**

TE 2020-21

The mission of Wildcare Eastern Sierra (WES) is to help and heal wildlife as well as educate the public on the value and role of wildlife in our ecosystem. Since 1998, our volunteer- driven organization has provided rehabilitation to over 8,000 injured, ill and orphaned birds, mammals, and reptiles. We serve approximately 450 wild birds, mammals, and reptiles per year. We operate in the Eastern Sierra, a remote 14,000-square-mile expanse of exceptional wildlife diversity that comprises 8.5% of California's total area.

WES was founded by Cindy Kamler, a seasoned rehabilitator who, upon moving to the Eastern Sierra, created a wildlife care facility to address the unmet need in the region. Cindy became permitted by state and federal authorities and trained volunteers to assist in needed animal care, operating for the first decade out of her trailer and yard. In 2003, WES was granted tax-exempt status, and in 2007 the organization purchased a separate facility to serve as the main center.

WES is well regarded in the region as a trusted source of expertise on wildlife rescue and rehabilitation. Our Director has over 30 years of experience in animal care, and our 40 dedicated volunteers receive annual animal care training as mandated by law. Operating under permit from the CA Department of Fish and Wildlife and the U.S. Fish and Wildlife Service, we are the only provider of wildlife rehabilitation services for over 200 miles - and often the only hope for wildlife in need.

COVID-19 update: How Core Activities were impacted by the pandemic.

- **Wildlife Rehabilitation:** Since the arrival of the coronavirus in March 2020, we continued to carry out direct animal care. Despite a sharp increase in patient load and in calls for assistance, we have been able to offer wildlife rehabilitation to all animals in need. We have managed to be properly equipped in terms of supplies and expertise, and as a result, have not had to turn away any patients.

As 2021 marched on, we continued to adapt as needed to serve local wildlife and to educate the community on how to resolve wildlife issues in their homes. We provided care for local wildlife, including bird, mammal, and reptile species. We assess each animal's condition and provide needed care, food, and housing. The goal is to return and release the animal as needed into its home territory or an appropriate habitat and, in the case of flock or colonial species, with others of its kind. Orphaned animals must be raised until capable of surviving on their own. Displaced animals--for example, a nest of owls falls in the wind--may be returned to their parents in their own or an artificial nest. Patients with injuries or illness are cared for until well and ready to return to their wild lives. In cases requiring further veterinary services or special housing, patients are transferred to an appropriate rehabilitation facility. On average, we treat up to 450 wild

patients per year. The majority of patients arrive during the May- September baby season.

• **Educational programs:** In March, we adjusted our educational activities and changed our specific forms of outreach to respond to the pandemic. Due to school closures, we had to suspend school presentations. Due to restrictions on public gatherings, we were unable to conduct outreach at the dozens of public events we usually participate in. We developed ways to educate the public through contactless means, whether through increased coverage in the local newspaper or through an expansion of our social media activity. We continued to produce a Living with Wildlife column for the Inyo Register and greatly increased the frequency of our educational postings on social media. We found this to be a very effective and safe way to engage the public and answer their questions about wildlife. We designed short, small-group education programs to be held outdoors at the Center with education animals (Spirit and Bullitt, Red-tailed Hawks and Razzle the Raven), visiting snakes and lizards, and more. The space allows for safe distancing and masking. The facility was modified and prepared for such programs. Dozens of small groups attended such programs throughout the following year. These programs are continuing.

• **Our Rescue and Return Team** returns young birds to nests (and/or parents) and conducts searches for injured animals that callers are unable to rescue or locate. We provide advice by phone and in-person visits to hundreds of individuals on how to handle skunks living under houses, bird nests in chimneys, gophers in gardens, ducks tangled in fishing line, and more. We provide advice on predator-proofing and other humane and effective methods to exclude ‘nuisance’ wildlife from homes and backyards. We help ranchers with nest boxes for barn owls, screech owls, and kestrels to help control rodents. We promote alternatives to harmful practices (i.e. trapping and relocating wildlife) and products (lethal poisons and rodenticides) that have unintended consequences for wildlife. Our brochures on wildlife care provide updates on regulations regarding injured or orphaned wildlife. Information is distributed to public agencies and authorities, veterinarians, schools, businesses, pack stations, and landscaping companies.

LEARN ABOUT YOUR WILD NEIGHBORS



OUTDOOR PROGRAMS

Meet Wildlife Ambassadors

Spirit and Bullitt (Red-tailed Hawks)

Razzle-Dazzle (Common Raven)

Ms. Walter (domestic pigeon)

Harvey (milksnake)

Exhibits: bird nests, eggs, feathers

animal bones, antlers

turtle and tortoise shells, more

Educational handouts to take home

WILDCARE EASTERN SIERRA (with the okay from Inyo County)

is offering outdoor programs

at their Keough Hot Springs Care Center.

- ⊗ small groups (limit 10 people)
- ⊗ distancing and masking required
- ⊗ other safety measures in place

**FOR FURTHER INFO OR TO SCHEDULE
A PROGRAM,
CALL WILDCARE AT 760-872-1487**





DATE: October 1, 2021

To: Inyo County Fish and Wildlife Commission
Inyo County Board of Supervisors

Dear Friends:

Since our inception, funding from the Fish and Wildlife Propagation Fund has enabled Wildcare Eastern Sierra to provide assistance and rehabilitation for over 8,000 wild birds, mammals and reptiles—animals that residents, visitors, and agencies bring to us for help.

We have been grateful for your on-going support over the years.

Once again, we are seeking approval of an allocation of funds to help Wildcare Eastern Sierra continue to fulfill our mission of rehabilitating injured, orphaned and sick wildlife; in particular, for the cost of food (meat, rodents, quail, mealworms, specialized formulas, etc.).

**WILDCARE EASTERN SIERRA REQUESTS
FUNDING FROM THE FISH AND WILDLIFE PROPAGATION FUND
("FINE FUND")
IN THE AMOUNT OF
\$1,000.00
TO AID OUR WORK OF REHABILITATING INJURED AND ORPHANED WILDLIFE
FISCAL YEAR 2021-2022**

With gratitude and appreciation,

A handwritten signature in cursive script that reads "Cindy Kamler".

Cindy Kamler, Director

PS: Will send an Organizational Update shortly.

Second Disease Outbreak Strikes Hot Creek Trout Hatchery; Vaccinations Underway For Uninfected Fish

- October 22, 2021



The California Department of Fish and Wildlife (CDFW) has detected a bacterial outbreak at its Hot Creek Trout Hatchery in Mono County – the second time in 2021 that *Lactococcus garvieae* has been confirmed in some trout at the hatchery.

Three distinct groups of trout representing about 15 percent of the hatchery’s total trout population have tested positive. CDFW has quarantined the facility, temporarily suspended fish planting and is preparing to humanely euthanize infected fish and vaccinate uninfected stocks.

“The encouraging news is that we caught the outbreak early as part of our routine testing and only a portion of the hatchery’s trout has been infected,” said Jay Rowan, CDFW’s statewide hatchery program manager. “We now have proven and effective vaccines to protect uninfected fish – vaccines developed recently in a partnership between UC Davis and CDFW. We’re in the process of vaccinating the hatchery’s healthy fish populations. Unfortunately, we don’t have a cure or treatment for infected fish at this time.”

Hot Creek Trout Hatchery is located south of Mammoth Lakes and raises three species of trout – rainbow, brown and Lahontan cutthroat – for stocking into some blue-ribbon eastern Sierra fisheries, including Crowley Lake, Pleasant Valley Reservoir and portions of the Owens River. CDFW expects low to moderate impacts to waters stocked by the Hot Creek Trout Hatchery in 2022.

The 15 percent of infected fish consist of 118,000 rainbow trout and 52,000 brown trout, including 2,000 broodstock brown trout weighing 2 to 3 pounds each.

Nearly a million fish have tested negative and will undergo vaccination, either through a bath immersion process for smaller, juvenile fish or injection into larger fish. These healthy populations include rainbow trout broodstock, brown trout broodstock, rainbow and brown trout of various sizes, and juvenile Lahontan cutthroat trout. Once vaccinated, the fish will be safe to plant and safe for anglers to consume.

Lactococcus garvieae is the same disease that forced the quarantine and suspension of fish planting last year at three other CDFW trout hatcheries in Southern California and the eastern Sierra – the Mojave River Hatchery, Black Rock Trout Hatchery and Fish Springs Trout Hatchery. That outbreak ultimately forced the [**ethanization of 3.2 million trout\(opens in new tab\)**](#) at those hatcheries.

All three hatcheries have undergone intensive cleaning, disinfection and are raising fish once again. Fish Springs and Black Rock are back stocking trout for recreational fishing. Those two hatcheries have vaccinated all of their fish stocks, which continue to test negative for the disease.

Isolation of *Lactococcus garvieae* in a few fish at the Hot Creek Trout Hatchery earlier this year resulted in the temporary quarantine of the facility and the suspension of fish stocking. Other CDFW trout hatcheries outside of the eastern Sierra have assisted stocking waters in Inyo and Mono counties while the Hot Creek Trout Hatchery has been offline and while Fish Springs and Black Rock were rebuilding their fish populations.

The outbreak of *Lactococcus garvieae*, which is similar to streptococcus or strep throat, has been reported in cattle and poultry farms as well as fresh and saltwater fish and shellfish hatcheries around the world. It had never before been detected in fish in California until the hatchery outbreaks in 2020.

Fish that are infected with *Lactococcus garvieae* can show symptoms that include bulging eyes, lethargic or erratic swimming and increased mortality, or be asymptomatic and show no signs of infection depending on several factors, including water temperature and stress.

Fish-to-human transmission of the bacteria is rare and unlikely but there are several documented instances associated with immunocompromised people consuming infected raw fish and unpasteurized milk products.

FISH AND WILDLIFE COMMISSION

MINUTES

November 18, 2021 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., November 18, 2021 on the Patio at Brown's Town Campground next to the Bishop Golf Course.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Gaye Mueller, and newly appointed alternate Commissioner Jared Smith.. Steve Ivey, Warren Allsup and John Fredrickson were absent.

Public Comment: The Chairperson announced public comment and no comments were forthcoming.

Financial Report: The Secretary reported that the Inyo Fine Fund balance remains at \$17,839.

Action Item - Minute Approval: The request for approval of the minutes of the September 16, 2021 was not acted on due to lack of quorum of the Commissioners present at that meeting. The Chairperson requested that the minutes be placed on the Agenda of the December meeting for approval.

Action Item – Wildcare Eastern Sierra Funding Request: Ms. Cindy Kamler, Director of Wildcare Eastern Sierra, updated the Commission on the activities and projects of the organization. She explained that due to the pandemic, prices of food and medicine has increased. She said there are a lower number of animals at the facility which may also correlate to the pandemic. She also said that the erratic local weather and various wildfires have caused confusion in the behavior of many species. The Commission discussed prior funding requested by Wildcare Eastern Sierra. A motion was made by Commissioner Mueller to approve a \$2,000 funding recommendation to Wildcare Eastern Sierra to aid in rehabilitating injured and orphaned wildlife. The motion failed due to a lack of a second. Moved by Commissioner Smith and seconded by Commissioner Mueller to approve recommending the Board of Supervisors authorize a \$1,000 expenditure from the Fine Fund to Wildcare Eastern Sierra to aid in the rehabilitation of injured and orphaned wildlife: motion carried unanimously with Commissioners Smith, Mueller and Brown voting yes and with Commissioners Frederickson, Ivey and Allsup absent.

Discussion Item – Hot Creek Fish Hatchery – Mr. Jim Erdman, Biologist for the California Department of Fish and Wildlife, updated the Commission on the latest bacteria outbreak at the Hot Creek Fish Hatchery. He provided information on how the hatchery has worked to maintain a healthy fish population. He said the hatchery was conducting tests and as long as two consecutive tests were negative the Hatchery continued to plant fish. As a result of a positive test in the bottom raceways, the Hatchery stopped stocking, and proceeded to euthanize about 18% of the fish stock which was infected and ramped up their vaccination efforts to protect the remaining fish. Mr. Erdman went on to say that the Department had planted sub-catchable fish and that both Fish Springs and Black Rock have fish that will be available for stocking next year. Commissioner Smith asked what the Department is doing to ensure that this does not happen again. Mr Erdman said that the Department in working with UC Davis developed the current vaccine. He said that the Department continues to work towards maintaining a healthy fish resource at its hatcheries both locally and statewide. The Commission and Mr. Erdman continued to discuss the fish stocking in local waters. Mr. Erdman encouraged the Commissioners to peruse the Department's web page for information on fishing stocking and other information, explaining how to access the data on the web site.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: The Chairperson asked for Agency reports and there were no reports forth coming

Commission Member Reports: The Chairperson called for Commission Member reports and there were no reports forthcoming.

Next meeting: The Chairperson confirmed the date of the next meeting as December 16, 2021.

Adjournment: Moved by Commissioner Mueller and seconded by Commissioner Smith to adjourn the meeting at 3:40 p.m. Motion carried unanimously, with Commissioners Brown, Mueller, and Smith voting yes and with Commissioners Ivey, Allsup and Fredrickson absent.

Commissioners
Peter S. Silva, President
Jamul

Samantha Murray, Vice President
Del Mar

Jacque Hostler-Carmesin, Member
McKinleyville

Eric Sklar, Member
Saint Helena

Erika Zavaleta, Member
Santa Cruz

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

MEETING AGENDA December 15-16, 2021

Webinar and Teleconference

Pursuant to Government Code Section 11133, the California Fish and Game Commission is conducting this meeting by webinar and teleconference. Commission members will participate remotely. The public may provide public comment during the public comment periods and otherwise observe remotely, consistent with the Bagley-Keene Open Meeting Act.

The meeting will be live streamed; visit www.fgc.ca.gov the day of the meeting to watch or listen. To provide public comment during the meeting, please join via Zoom Webinar or by telephone; [click here for instructions on how to join](#) or visit www.fgc.ca.gov/meetings/2021.

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 10. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

DAY 1 – December 15, 2021, 9:00 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

- 1. Consider approving agenda and order of items**

GENERAL PUBLIC COMMENT

- 2. General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda. New petitions for regulation change submitted since the previous meeting are received under this item.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

CONSENT ITEMS

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Temblor legless lizard

Receive a petition to list Temblor legless lizard (*Anniella alexanderae*) as endangered or threatened under the California Endangered Species Act (CESA).
(Pursuant to Section 2073.3, Fish and Game Code)

4. Southern California steelhead

Receive the Department's 90-day evaluation report on the petition to list southern California steelhead (*Oncorhynchus mykiss*) as endangered under CESA.
(Pursuant to Section 2073.5, Fish and Game Code)

5. Lime Ridge eriastrum

Receive the Department's 90-day evaluation report on the petition to list Lime Ridge eriastrum (*Eriastrum eritterae*) as endangered under CESA.
(Pursuant to Section 2073.5, Fish and Game Code)

6. Shasta snow-wreath

Receive the Department's one-year status review report on the petition to list Shasta snow-wreath (*Neviusia cliftonii*) as endangered under CESA.
(Pursuant to Section 2074.6, Fish and Game Code)

7. San Bernardino kangaroo rat

Receive the Department's one-year status review report on the petition to list San Bernardino kangaroo rat (*Dipodomys merriami parvus*) as endangered under CESA.
(Pursuant to Section 2074.6, Fish and Game Code)

8. Western Joshua tree

- (A) Discuss and consider adopting a 90-day extension of emergency regulations for a process to take western Joshua tree (*Yucca brevifolia*) during the CESA candidacy period. (Amend Section 749.11, Title 14, CCR; pursuant to sections 399 and 2084, Fish and Game Code)
- (B) Discuss and consider adopting a 90-day extension of emergency regulations for incidental take of a limited number of western Joshua tree during its candidacy period under certain circumstances. (Amend Section 749.12, Title 14, CCR; pursuant to sections 399 and 2084, Fish and Game Code)

DISCUSSION, ACTION, AND INFORMATIONAL ITEMS

9. Commission executive director and Department reports

Receive updates on items of note since the previous Commission meeting.

- (A) Commission executive director's report
- (B) Department director's and Law Enforcement Division reports.
 - I. Management actions to protect whales and sea turtles
(Pursuant to subsection 29.80(c)(7)(G), Title 14, CCR)

- 10. Upper Klamath-Trinity river spring Chinook salmon**
 Consider ratifying findings on the decision to list upper Klamath-Trinity river spring Chinook salmon (*Oncorhynchus tshawytscha*) as threatened under CESA.
 (Pursuant to Section 2075.5, Fish and Game Code)
- 11. Northern California summer steelhead**
 Consider ratifying findings on the decision to list northern California summer steelhead (*Oncorhynchus mykiss irideus*) as endangered under CESA.
 (Pursuant to Section 2075.5, Fish and Game Code)
Staff will recommend that this item be continued to a future meeting.
- 12. Waterfowl hunting**
 Consider authorizing publication of notice of intent to amend waterfowl hunting regulations.
 (Amend Section 502, Title 14, CCR)
- 13. Big game preference points reinstatement and tag refunds**
 Discuss proposed amendments to big game regulations to include preference points reinstatement and tag refunds due to public land closures.
 (Amend Section 708.14, Title 14, CCR)
- 14. Emergency low flow inland sport fishing restrictions**
 Discuss and consider adopting emergency regulations for low flow inland sport fishing restrictions due to drought conditions.
 (Amend subsections 7.40(b)(40)(A)1., 8.00(a), and 8.00(b), Title 14, CCR)
- 15. Wildlife and inland fisheries and administrative regulation change petitions and non-regulatory requests**
- (A) Consider whether to grant, deny, or refer for additional review, petitions for regulation change and non-regulatory requests received under general public comment at previous meetings. Note: New petitions for regulation change will be received under general public comment. Any petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration. (Pursuant to Section 662, Title 14, CCR)
 - I. Action on current petitions
 - a. Petition 2021-017: Request to make multiple changes to big game hunting regulations
 - b. Petition 2021-018: Request to implement a new permitting system for the take of barred owls
 - c. Petition 2021-019: Request to change Martis Creek Reservoir to catch and release only
 - d. Petition 2021-020: Request to adopt special regulations for the North Yuba River
 - II. Action on pending regulation petitions referred to staff or the Department for review
 - a. Petition 2021-004: Request to remove *Xenopus amietii* frog from the restricted species list
 - (B) Consider and potentially act on wildlife non-regulatory requests received from members of the public at previous meetings.

- 16. California Waterfowler’s Hall of Fame**
Commission recognition of newly-inducted members of the California Waterfowler’s Hall of Fame.
- 17. Committee and Department reports**
Receive updates on items of note since the previous Commission meeting.
- (A) Wildlife Resources Committee
 - (B) Department Wildlife and Fisheries Division, and Ecosystem Conservation Division

DAY 2 – December 16, 2021, 8:30 AM

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

PUBLIC COMMENT

- 18. General public comment for items not on the agenda**
Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.
Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

DISCUSSION, ACTION, AND INFORMATIONAL ITEMS

- 19. Recreational groundfish emergency**
Discuss and consider adopting emergency regulations for the 2022 recreational fishing season for copper, quillback and vermilion rockfish bag limits, to conform state regulations with federal in-season changes to the 2022 recreational groundfish regulations.
(Amend Section 28.55, Title 14, CCR)
- 20. Recreational clam, sand crab, and shrimp gear**
Consider authorizing publication of notice of intent to implement a certificate of compliance to make permanent the emergency regulations prohibiting use of hydraulic pump gear for recreational take of clams, sand crab and shrimp.
(Amend sections 29.05, 29.20 and 29.80, Title 14, CCR)
- 21. Commercial kelp and other aquatic plants**
Consider authorizing publication of notice of intent to amend regulations for commercial harvest of kelp and other aquatic plants.
(Amend sections 165 and 165.5 and add Section 705.1, Title 14, CCR)
- 22. Recreational California grunion**
Discuss proposed amendments to regulations for grunion limit and season changes.
(Amend subsection 27.60(b) and Section 28.00, Title 14, CCR)

- 23. Experimental Fishing Permit (EFP) Program, Phase II**
Consider adopting Experimental Fishing Permit (EFP) Program, Phase II regulations. (Add Section 91, amend sections 90, 120.1, 149, 180, and 704, and repeal Section 149.3, Title 14, CCR)
- 24. Pink (ocean) shrimp fishery management plan**
Receive and discuss the Department's *Pink (Ocean) Shrimp, Pandalus jordani, Draft Fishery Management Plan*.
(Pursuant to Section 7078, Fish and Game Code)
- 25. Recreational ocean salmon and Pacific halibut**
Receive and discuss an update on the Pacific Fishery Management Council process and timeline for recreational ocean salmon and Pacific halibut recommendations, and automatic conformance to federal regulations.
(Pursuant to Section 1.95, Title 14, CCR)
- 26. Marine regulation change petitions**
- (A) Consider whether to grant, deny, or refer for additional review, petitions for regulation change received under general public comment at previous meetings. Note: New petitions for regulation change will be received under general public comment. Any petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration. (Pursuant to Section 662, Title 14, CCR)
 - I. Action on current petitions
 - a. Petition 2021-015: Establish size limit for shortfin corvina and include in list of California game fish species
 - b. Petition 2021-021: Consider reducing recreational California halibut bag limit between Point Reyes and Bodega Head
 - c. Petition 2021-022: Consider authorizing low-volume open access commercial take of market squid using jig, brail or lampara gear north of Point Arena
 - d. Petition 2021-023: Consider authorizing recreational take of gooseneck barnacles
 - (B) Action on pending regulation petitions referred to staff or the Department for review – *none scheduled at this time*
- 27. Marine Protected Areas Management Program**
Receive annual update from the Department on the State's Marine Protected Areas Management Program activities.
- 28. Marine items of interest from previous meetings**
These items are updates on agenda topics recently heard before the Commission.
- (A) Committee workload prioritization tool and application to Marine Resources Committee topics
 - (B) Status of findings on the petition to list the Pacific leatherback sea turtle (*Dermochelys coriacea*) as an endangered species under CESA.
(Pursuant to Section 2075.5, Fish and Game Code)

29. Committee and Department reports

Receive updates on items of note since the previous Commission meeting.

- (A) Marine Resources Committee
- (B) Department Marine Region
 - I. Update on box crab experimental fishing permit activities
 - II. Update on the federal CARES Act implementation
- (B) Tribal Committee

30. Justice, equity, diversity and inclusion

Receive and discuss an update on developing the justice, equity, diversity and inclusion plan.

31. Commission administrative items

- (A) Legislation and other agency regulations
- (B) Rulemaking timetable updates
- (C) Next meeting – February 16-17, 2022
- (D) New business

Adjourn

Executive Session

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
 - I. Almond Alliance of California et al. v. California Fish and Game Commission and California Department of Fish and Wildlife (bumble bees California Endangered Species Act determination)
 - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - III. California Construction and Industrial Materials Association et al. v. California Fish and Game Commission (western Joshua tree California Endangered Species Act determination)
 - IV. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Section 749.10, Title 14, CCR authorizing take of western Joshua tree under 2084)
 - V. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Sections 749.11 and 749.12, Title 14, CCR authorizing take of western Joshua tree under section 2084)
 - VI. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (CEQA determination regarding amendments to inland trout regulations)
- (B) Possible litigation involving the Commission
- (C) Staffing
 - I. Executive director performance review process
- (D) Deliberation and action on license and permit items

California Fish and Game Commission 2022 Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations.

Meeting Date	Commission Meeting	Committee Meeting
January 13		Wildlife Resources Webinar/Teleconference
February 16-17	Natural Resources Building Auditorium, First Floor 715 P Street Sacramento, CA 95814	
March 24		Marine Resources Resources Building Auditorium, First Floor 715 P Street Sacramento, CA 95814
April 19		Tribal Monterey /Santa Cruz area
April 20-21	Monterey/Santa Cruz area	
May 19	Redding (teleconference)	
May 19		Wildlife Resources Redding
June 15-16	Los Angeles/Orange County	
July 14		Marine Resources San Diego area
August 16		Tribal Fortuna
August 17-18	Fortuna	
September 15		Wildlife Resources Los Angeles/Inland Empire
October 12-13	Truckee	
November 17		Marine Resources Monterey area
December 13		Tribal San Diego area
December 14-15	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 18-21, 2022 – Fort Worth, TX

Pacific Fishery Management Council

- March 8-14, 2022 – San Jose, CA
- April 6-13, 2022 – Seattle, WA
- June 7-14, 2022 – Vancouver, WA
- September 7-14, 2022 – Boise, ID
- November 2-8, 2022 – Orange County, CA

Pacific Flyway Council

- March 15, 2022 – Spokane, WA
- August or September 2022 – Dates and location TBD

Western Association of Fish and Wildlife Agencies

- January 6-10, 2022 – Tucson, AZ
- July 10-15, 2022 – Oklahoma City, OK

Wildlife Conservation Board

- February 24, 2022 – Location TBD
- May 26, 2022 – Location TBD
- August 25, 2022 – Location TBD
- November 17, 2022 (subject to change) – Location TBD

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 152nd year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision-making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language (ASL) interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least 24 hours in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on December 2, 2021**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on December 10, 2021**. Comments received by this deadline will be made available to Commissioners at the meeting.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline**. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. Speakers will be called one at a time; please pay attention to when your name is called.
2. When addressing the Commission, give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - b. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
 - c. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the **Supplemental Comment Deadline** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov.
2. All electronic formats must be Windows PC compatible.