

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 has issued Executive Orders that temporarily suspend 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 exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is 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.

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 “**hand-waving**” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your emailed 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.

August 25, 2020 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL - PERSONNEL ACTIONS

4. **Health & Human Services - Social Services** - Request Board: A) change the Authorized Strength in HHS Aging and Social Services Division by deleting one (1) Social Worker Supervisor at Range 76 (\$5,369 - \$6,528) and adding either one (1) Social Worker III at Range 70 (\$4,660 - \$5,668) or one (1) Social Worker IV at Range 73 (\$4,998 - \$6,079); and B) find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Social Worker III or Social Worker IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply;

3. approve the hiring of one (1) Social Worker at either Range 70 (\$4,660 - \$5,668) or Range 73 (\$4,998 - \$6,079); and
4. if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **Health & Human Services** - Request Board approve a Memorandum of Understanding between the County of Inyo and City of Bishop that assigns the City of Bishop "Lead Applicant" status to apply for both the City and County Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) grant and purchase storage facilities for emergency equipment stockpiles, and authorize the County Administrative Officer to sign.
6. **Health & Human Services - Health/Prevention** - Request Board approve the agreement between Inyo County and the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Regions I and VI to provide mutual assistance during a medical and health emergency, disaster, planned event, or catastrophic event, and authorize the Chairperson to sign.
7. **Planning Department** - Request Board: A) declare Partner Engineering and Science Inc./Andy Zdon of Santa Ana, CA a sole-source provider of hydrological consulting services; B) approve the contract between the County of Inyo and Partner Engineering and Science Inc./Andy Zdon of Santa Ana, CA for the provision of hydrological consulting services in an amount not to exceed \$56,000 for the period of September 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
8. **Public Works** - Request Board authorize a purchase order in an amount not to exceed \$125,000, payable to Energy Systems of Stockton, CA for five generators and one transfer switch.
9. **Public Works** - Request Board approve Resolution No. 2020-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting an Irrevocable Offer of Dedication for Land for a Drainage Ditch on APN 012-240-06 and a Perpetual Easement to Land Related to the Drainage Ditch," and authorize the Chairperson to sign.
10. **Public Works** - Request Board approve Resolution No. 2020-38, titled "A Resolution of the Board of Supervisors of the County of Inyo Accepting an Irrevocable Offer of Dedication for a Culvert Easement and Authorization the Execution and Recording the Irrevocable Officer of Dedication of APN 026-27-010 to the County," and authorize the Vice Chairperson to sign.

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

11. **County Administrator/Public Health** - Request Board receive COVID-19 update from staff.

12. **County Counsel** - Request Board introduce, read title, waive further reading, and potentially enact a proposed urgency ordinance titled "An Urgency Ordinance of the Board of Supervisors, County of Inyo, State of California, Adopting Criminal and Civil Administrative Enforcement Mechanisms to Discourage and Penalize Violations of Orders Pertaining to the COVID-19 Pandemic" (4/5th vote required).
13. **Agricultural Commissioner** - Request Board receive a presentation on the 2019 Annual Crop and Livestock Report.
14. **Health & Human Services - Social Services** - Request Board ratify and approve Amendment No. 2 to the current contract between the County of Inyo and Life Remedies and Celebrations of Corning, CA, increasing the contract to an amount not to exceed \$371,400.00, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
15. **Health & Human Services - Social Services** - Request Board ratify and approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$177,141.00 for the period of July 1, 2020, through June 30, 2021, and authorize the Chairperson to sign.
16. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 18, 2020.

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

17. **10:30 A.M. - PUBLIC WORKS** - Request Board receive presentation from the Federal Emergency Management Agency (FEMA) and Public Works on the proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Inyo County, CA.
18. **10:30 A.M. - PUBLIC WORKS** - Request Board read title and waive further reading of the proposed ordinance, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending certain sections of Chapter 14.28 of the Inyo County Code related to Flood Damage Prevention," and schedule enactment for 10:30 a.m. on Tuesday, September 1, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

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

19. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

20. **Auditor-Controller** - Actual counts of money in the hands of the Treasurer on March 25, 2020 and June 30, 2020.



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Marilyn Mann

SUBJECT: Change the Authorized Strength by deleting one Social Worker Supervisor and adding one Social Worker III or IV; authorize the hiring of one Social Worker a level III or IV; and if a resulting vacancy occurs within the division, authorize the Department to back fill the position.

RECOMMENDED ACTION:

Request Board: A) change the Authorized Strength in HHS Aging and Social Services Division by deleting one (1) Social Worker Supervisor at Range 76 (\$5,369 - \$6,528) and adding either one (1) Social Worker III at Range 70 (\$4,660 - \$5,668) or one (1) Social Worker IV at Range 73 (\$4,998 - \$6,079); and B) find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for one (1) Social Worker III or Social Worker IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply;
3. approve the hiring of one (1) Social Worker at either Range 70 (\$4,660 - \$5,668) or Range 73 (\$4,998 - \$6,079); and
4. if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

SUMMARY/JUSTIFICATION:

The Department's Social Worker Supervisor who oversees the Resource Family (formerly Foster Family) Approval (RFA) program recently tendered her letter of resignation. The RFA Supervisor position was created in response to the changes implemented through the Continuum of Care Reform (CCR) legislation that blended three different caregiver approval processes (relative caregivers, licensed foster homes, and adoptive homes) into one process. This resulted in a significant change in how homes are approved, as it requires all potential caregivers to go through an approval process that positions Resource Families to be adoption-ready. This increased the workload requirement for the Department and also expanded our capacity to meet the placement needs of children locally, as relative caregivers were no longer limited to providing care to a specific child.

Initially, the Department envisioned the RFA Supervisor overseeing multiple aspects of the CCR changes, including overseeing the implementation of alternative placement programming provided in coordination with other HHS divisions and Probation. As RFA was implemented, we found that the requirement to process all potential caregivers, including all interested relatives, at an adoption standard of approval left limited time to

engage in other CCR duties. The resignation of our team member has provided us the opportunity to evaluate the position and determine that the RFA duties are able to be performed by a social worker and do not require a supervisory level employee. Based on this evaluation, the Department is respectfully requesting your Board change our authorized strength by deleting one Social Worker Supervisor, add a Social Worker series, authorize the hiring of a Social Worker III or IV, and allow the Department to back fill if the position is filled by an internal candidate.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current personnel structure or Resource Family Approval functions can be contracted back to the State, which may reduce timely approval of Resource Families.

OTHER AGENCY INVOLVEMENT:

Probation

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 7/8/2020
Darcy Ellis	Approved - 7/10/2020
Rhiannon Baker	Approved - 7/10/2020
Melissa Best-Baker	Approved - 7/10/2020
Sue Dishion	Approved - 8/5/2020
Amy Shepherd	Approved - 8/5/2020
Marilyn Mann	Final Approval - 8/11/2020



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Meaghan McCamman

SUBJECT: Approve MOU with City of Bishop to serve as "Lead Applicant" on CDBG-CV1 Grant application

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding between the County of Inyo and City of Bishop that assigns the City of Bishop "Lead Applicant" status to apply for both the City and County Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) grant and purchase storage facilities for emergency equipment stockpiles, and authorize the County Administrative Officer to sign.

SUMMARY/JUSTIFICATION:

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law, which includes \$18.7 million in new federal funds for the Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) funding opportunity.

The CDBG-CV1 funding includes an allocation for the City of Bishop of up to \$70,042 and an allocation for the County of Inyo for up to \$86,899. The County of Inyo has decided not to pursue this funding opportunity due to disproportionately burdensome application and grant administration requirements for CDBG grants. Instead, the County of Inyo has pulled down multiple other sources of grant funds for COVID response, approximately \$50,000 of which had been set aside to purchase a climate-controlled storage facility for our personal protective equipment (PPE) stockpile.

The City of Bishop has decided to pursue the CDBG-CV1 grant opportunity, and had similarly identified the need for climate-controlled storage facilities. Rather than letting the County's allocation of \$86,899 revert to the state, the County decided to partner with the City of Bishop to apply for and administer both the County and City allocation. In exchange, the City has agreed to allow the County access to 50% of the climate-controlled storage facility that it purchases with CDBG-CV1 funds, essentially saving the County \$50,000 in other COVID response funding, which will be redirected to other COVID-related response needs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to sign the MOU. The County's allocation of CDBG-CV1 funds would revert to the state.

OTHER AGENCY INVOLVEMENT:

City of Bishop

FINANCING:

Monies are being redirected to City of Bishop and will not be paid to County of Inyo.

ATTACHMENTS:

1. DRAFT MOU with City of Bishop CDBG

APPROVALS:

Meaghan McCamman	Created/Initiated - 8/19/2020
Rhiannon Baker	Approved - 8/19/2020
Darcy Ellis	Approved - 8/19/2020
Marilyn Mann	Approved - 8/19/2020
Melissa Best-Baker	Approved - 8/19/2020
Marshall Rudolph	Approved - 8/19/2020
Amy Shepherd	Approved - 8/19/2020
Clint Quilter	Approved - 8/19/2020
Marilyn Mann	Final Approval - 8/19/2020

DRAFT Memorandum of Understanding between the County of Inyo and the City of Bishop to Support Emergency Operations in Response to COVID-19

WHEREAS, every city, county, and state in the nation is suffering due to the impacts of the Novel Coronavirus Disease 2019 (COVID-19) global pandemic; and

WHEREAS, locally the COVID-19 pandemic has seriously impacted the daily operations and financial outlook of both the County of Inyo and the City of Bishop; and

WHEREAS, the County of Inyo and City of Bishop have created a Unified Command to jointly share in the management of emergency operations in responding to the pandemic; and

WHEREAS, the Unified Command partnership has allowed the County and the City to share resources and split the work of emergency response; and

WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law, which includes \$18.7 million in new federal funds for the Community Development Block Grant Coronavirus Response Round 1 (CDBG-CV1) funding opportunity; and

WHEREAS, the CDBG-CV1 funding opportunity includes an allocation for the City of Bishop of up to \$70,042 and an allocation for the County of Inyo for up to \$86,899; and

WHEREAS, the CDBG-CV1 funding opportunity allows that “an eligible Applicant may apply on behalf of one or more other eligible Applicants. An application on behalf of one or more other eligible applications will need to include a Memorandum of Understanding (MOU)...that clearly identifies the lead applicant and that details the roles, responsibilities, and requirements for each party;” and

WHEREAS, the County of Inyo and City of Bishop had both independently identified the need for a similar project, specifically the purchase of climate-controlled storage facilities for the stockpile of PPE that both the City and County now hold as a part of our pandemic response; and

WHEREAS, because the CDBG application and grant administration process is known to be particularly burdensome the County of Inyo had determined to purchase the climate-controlled storage from a different pot of COVID-19 response funding and was planning to forego the CDBG-CV1 application altogether; and

WHEREAS, the City of Bishop has determined that they are going to apply for the CDBG-CV1 grant to purchase climate controlled storage facilities, among other projects; and

WHEREAS, the County of Inyo has determined that, by partnering with the City of Bishop on the CDBG-CV1 application, we can reduce administrative burden while still meeting our need for a climate-controlled storage solution for the County’s PPE stockpile;

NOW, THEREFORE, the County of Inyo assigns the City of Bishop “lead applicant” status for the purpose of the CDBG-CV1 application, and assigns all of the county’s \$86,899 allocation to the City of Bishop. In exchange, the County will have access to up to 50% of the climate

controlled storage space for PPE storage in whatever facility the city purchases for that purpose using the CDBG-CV1 funds.

We, the undersigned, have read and agree with this MOU.

By: _____ Date: _____
Inyo County Administrative Officer

By: _____ Date: _____
City of Bishop Administrator

DRAFT



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Jenna Rhoads

SUBJECT: Agreement between Inyo County and counties and cities included in California Governors' Office of Emergency Services (OES) Mutual Aid Region I and VI for provision of mutual assistance

RECOMMENDED ACTION:

Request Board approve the agreement between Inyo County and the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Regions I and VI to provide mutual assistance during a medical and health emergency, disaster, planned event, or catastrophic event, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This California Mutual Aid Region I and VI Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Services/Personnel/Equipment/Supplies establishes an agreement between Counties and Cities in CalOES Mutual Aid Regions I and VI, including Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, and the neighboring counties of Kern and Monterey, and the cities of Long Beach and Pasadena. This agreement is in preparation for the potential of a medical and health emergency, disaster, planned event or catastrophic event capable of overwhelming local ability to respond and recover and largely mirrors an updated mutual assistance agreement that was established among Region VI counties, including Inyo County, in 2019. The agreement helps to clarify the roles and responsibilities of counties and cities who may request or provide mutual assistance to the extent it is reasonably available without compromising each County's or City's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS).

Services included within this agreement are each County's or City's Public Health, Health Services, Emergency Medical Services Agency, Behavioral/Mental Health, Environmental Health, Certified Unified Program Agency (CUPA) and other departments involved in the provision of medical and health disaster response services. The County's Medical Health Operational Area Coordinator (MHOAC), Local Health Officer (LHO), Emergency Medical Services (EMS) Administrator or authorized designee through the Office of Emergency Service (OES) Region VI may request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

The term of this agreement becomes effective upon execution by two or more Counties and shall remain in effect until terminated. Utilizing the Regional Disaster Medical Health Coordinator programs, this Agreement should be reviewed every five (5) years. Any County or City may terminate participation in this Agreement upon ninety (90) days advance written notice to all of the other participating Counties and Cities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this agreement which could reduce access to medical and health disaster resources during an emergency. This is not recommended as Inyo County has limited local resources in order to respond and recover from a potential emergency, disaster or catastrophic event.

OTHER AGENCY INVOLVEMENT:

Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in medical and health disaster response.

FINANCING:

A Requesting County shall be financially responsible for costs incurred pursuant to that Requesting County's request for such assistance, plus up to ten percent of that amount to cover indirect costs as outlined in Item #5 of the Mutual Aid Agreement.

ATTACHMENTS:

1. INYO COUNTY - REGIONS I AND VI AGREEMENT

APPROVALS:

Jenna Rhoads	Created/Initiated - 7/27/2020
Darcy Ellis	Approved - 7/31/2020
Anna Scott	Approved - 8/4/2020
Marilyn Mann	Approved - 8/17/2020
Marshall Rudolph	Approved - 8/17/2020
Marilyn Mann	Final Approval - 8/19/2020

**California Mutual Aid Region I and VI
Inter-Region Cooperative Agreement
For Emergency Medical and Health Disaster
Services/Personnel/Equipment/Supplies**

This Agreement is made and entered into effective this ____ day of _____, 20__ by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region I and VI, that have executed this Agreement, including the Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, the neighboring counties of Kern, and Monterey (hereinafter referred to individually as the "County" and collectively as the "Counties") and the cities of Long Beach and Pasadena (hereinafter referred to individually as the "City" and collectively as the "Cities"), and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster, planned event or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties and Cities by providing assistance to the extent it is reasonably available and possible without compromising each County's or City's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region I and VI Regional Disaster Medical Health Coordinators (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Region I and VI when so requested by an affected County or City of Region I and VI; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County and City is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties and Cities for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County and City has emergency equipment, personnel and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County and City enters into this Agreement ensuring the prudent use and reimbursement or replacement (at the discretion of the Sending County or City) of emergency medical and health disaster services, personnel, equipment and supplies utilized in assisting any County and City participating in this Agreement with emergency management related tasks and activities; and

WHEREAS, each Requesting County and City will plan for an orderly demobilization and recovery process.

DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The staff position to the RDMHC. The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **Certified Unified Program Agency (CUPA):** California agencies such as local Environmental Health and Fire departments, with delegated authority from CalEPA (Environmental Protection Agency) to protect communities from hazardous waste and hazardous materials by the implementation of statewide administrative requirements, permits, inspections, and enforcement. CUPA departments may have hazardous material response resources available to assist after a disaster.
5. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
6. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another

individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.

7. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
8. **1997 Inter-Region Cooperative Agreement:** An Agreement between the Counties in OES Mutual Aid Region I and Region VI that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties. The signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
9. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
10. **Providing County or City:** The government entity providing medical and health services, personnel resources, supplies and equipment.
11. **Requesting County or City:** The government entity requesting medical and health services, personnel resources, supplies and equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties and Cities with respect to services provided by each County's or City's Public Health, Health Services, Emergency Medical Services Agency, Behavioral/Mental Health, Environmental Health, Certified Unified Program Agency (CUPA) and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect until terminated. Utilizing the RDMHC programs, this Agreement should be reviewed every five (5) years.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region VI may request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

4. In responding to the request of an affected County or City (hereinafter referred to as “Requesting County” or “Requesting City”) or to OES Region I and VI as a whole, each Providing County and City (hereinafter referred to as “Providing County” or “Providing City”) shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County or Requesting City shall be financially responsible for the costs of emergency medical and health disaster personnel and associated costs for lodging, mileage and meals, equipment, and supplies received pursuant to that Requesting County’s or Requesting City’s request for such assistance, plus up to ten percent of that amount to cover indirect costs. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County or City.
6. Tracking of resources, personnel, supplies and equipment during any deployments shall be the responsibility of the Requesting County or City.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties and Cities in OES Region I and VI, shall be coordinated by the Region I and VI RDMHC program, the Requesting and Providing County or City.
8. The Requesting County or City is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County’s or City’s personnel arrive on scene before the Requesting County’s or City’s personnel, the Providing County’s or City’s personnel will take only such action as determined reasonably necessary to address the emergency situation.
9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties or Cities, a Providing County or City shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County or City. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County or City shall present subsequent billings at least once every 90 days. The Requesting County or City shall pay each billing within one hundred eighty (180) days of its receipt.
10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing departments/agencies will review all documentation and settle on a mutually agreed upon solution.
11. In the event the requesting and providing departments/agencies are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County or City Executive or Administrative

Officers, the requesting and receiving County or City Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution.

12. In the event the County or City Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.
13. Any County or City that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to all of the other participating Counties and Cities.
14. The Requesting County or City shall indemnify, defend at its own expense, and hold harmless the Providing County or City and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or City or its authorized agents, officers, volunteers and employees during the course of Providing County or City rendering services pursuant to the Requesting County's or City's request for assistance, and for any costs or expenses incurred by the Providing County or City on account of any claim thereof.

The Providing County or City shall indemnify, defend at its own expense, and hold harmless the Requesting County or City and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Providing County or City or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's or City's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's or City's direction), and for any costs or expenses incurred by the Requesting County or City's on account of any claim thereof.

15. Each County or City shall provide Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements with limits of not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.
16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel

resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.

17. Each County or City shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County or City may fulfill some or all of these requirements under a plan of self-insurance:

- A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties and Cities concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties and Cities, their officers, agents or employees. This Agreement shall supersede the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties and Cities.

19. This Agreement does not relieve any of the Counties and Cities from the necessity and obligation of using their own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
20. A Providing County's or City's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
21. This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
22. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region I and VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
23. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be executed on their behalf by their respective duly authorized officers, on the day, month and year noted.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

INYO COUNTY

Date: _____

By: _____
Chairperson or authorized representative

Board of Supervisors/Counsel



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Cathreen Richards

SUBJECT: Hydrological Services Sole-Source Contract

RECOMMENDED ACTION:

Request Board: A) declare Partner Engineering and Science Inc./Andy Zdon of Santa Ana, CA a sole-source provider of hydrological consulting services; B) approve the contract between the County of Inyo and Partner Engineering and Science Inc./Andy Zdon of Santa Ana, CA for the provision of hydrological consulting services in an amount not to exceed \$56,000 for the period of September 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater concerning it. The County has had Andy Zdon under contract since 2014 to the present, for professional hydrological services associated with groundwater and the proposed Yucca Mountain repository. Staff is proposing to add the task of continued monitoring of wells in the Amargosa, Tecopa and Shoshone area by Partner Engineering/Andy Zdon who was greatly involved their construction and monitoring to date. Mr. Zdon has also published several papers regarding the conditions of the groundwater in the Amargosa, Tecopa and Shoshone area including how the greater regional flow connects this area to Yucca Mountain. A new sole source contract (Attached - Contract and Sole Source Justification) is the cleanest way to put all of Partner Engineering/Andy Zdon's services under one umbrella. This contract is not to exceed \$56,000 and is for the period between September 1, 2020-June 30, 2021.

SOLE-SOURCE REQUEST FOR INDEPENDENT CONTRACTOR:

The Inyo County Planning Department is requesting to sole-source Partner Engineering/Andy Zdon as an independent contractor to provide technical expertise in the review of groundwater issues, modeling and monitoring as related to the proposed Yucca Mountain high-level radioactive waste repository; the County's comments on the SEIS; and, long-standing contentions. Reports will be prepared regarding these activities to assist the County in supporting its exiting contentions or crafting new contentions based on significant changes to groundwater conditions found from new data and/or modeling, compared to what is in the SEIS. Partner Engineering/Andy Zdon was chosen by the County for professional services in 2014 to evaluate and prepare comments on the Draft SEIS that were submitted to the NRC from the County in November 2015. Andy Zdon has stayed under contract with the County until the present for follow up review of the proposed Yucca Mountain repository and SEIS issues. Staff is adding the continued monitoring of groundwater through wells located in the

Amargosa, Tecopa, and Shoshone area to Andy Zdon's tasks within a new contract. His previous experience with the SEIS comments and working knowledge of the hydrologic models, wells and groundwater issues in the Amargosa, Tecopa and Shoshone area cannot be duplicated. For this reason the sole-source contract is being requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option would not likely produce the same level of experience and expertise.
- Direct staff to modify the contract.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with grant funding from the Department of Energy through the Yucca Mountain budget 620605.

ATTACHMENTS:

1. Partner Engineering and Science/Andy Zdon Contract

APPROVALS:

Cathreen Richards	Created/Initiated - 8/14/2020
Darcy Ellis	Approved - 8/17/2020
Sue Dishion	Approved - 8/17/2020
Marshall Rudolph	Approved - 8/17/2020
Amy Shepherd	Approved - 8/18/2020
Cathreen Richards	Final Approval - 8/19/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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 Agreement 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 Agreement, 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.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

_____	Department
_____	Address
_____	City and State

Consultant:

_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____

Signature

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

FEDERAL FUNDS ADDENDUM

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

“Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested.”
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled “**County Property**” Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

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 alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

FEDERAL FUNDS ADDENDUM

6. **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.
7. **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 Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **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 the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Greg Waters

SUBJECT: Request Board authorize a purchase order in an amount not to exceed \$125,000, payable to Energy Systems of Stocktown, California for five generators and one automatic transfer switch

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$125,000, payable to Energy Systems of Stockton, CA for five generators and one transfer switch.

SUMMARY/JUSTIFICATION:

The electrical utilities have been deliberately shutting down the power grid during periods of high wind to mitigate the chance of arcing power lines and the resultant fires that previously resulted in massive loss of life and property damage in Paradise, California in November 2018. The Elections Department has obtained a grant from the State of California to purchase and install generators at all affected voting venues. This purchase order is for the acquisition of the generators and one automatic transfer switch only. The design of the concrete pads, propane systems, electrical conduit, and the remaining four manual transfer switches is in progress and is expected to be completed prior to the generators arrival. Although the total for the successful bid was \$116447.09 we are requesting a Not-to-Exceed authorization of \$125,000.00 to cover any incidentals during buy-out. The installation of the generators will be put out to bid as an OFCI (Owner Furnished, Contractor Installed) contract. The benefit of this method of delivery is two-fold, it allows the fast-tracking of the acquisition of the generators, which are long lead items, and it will mitigate the overall cost of the project, as the procurement of the generators is a majority of the cost of the work.

BACKGROUND/HISTORY OF BOARD ACTIONS:

As a result of the loss of life and property damage from the Camp Fire in Paradise, CA in November 2018, electrical utility companies have been shutting off the power during periods of high wind in Inyo County. One of the unintended consequences of these de-energizations of the power grid is that it could result in the disenfranchisement of Inyo County voters should it occur on an Election Day. In order to mitigate this threat, the Elections Department has obtained a grant from the State of California to purchase and install emergency standby generators at all of the affected voting venues in Inyo County

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to authorize the purchase order for the Elections Emergency Standby Generators, the grant money would expire, and the voters of Inyo County could be disenfranchised by the inability to operate the voting venues on election day, should a black out occur.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding source for this purchase is the Elections Voting Systems grant budget (621250) for FY 20-21

ATTACHMENTS:

1. Bid Documents

APPROVALS:

Greg Waters	Created/Initiated - 8/11/2020
Darcy Ellis	Approved - 8/13/2020
Greg Waters	Approved - 8/13/2020
Marshall Rudolph	Approved - 8/13/2020
Aaron Holmberg	Approved - 8/14/2020
Amy Shepherd	Approved - 8/17/2020
Michael Errante	Approved - 8/17/2020
Darcy Ellis	Final Approval - 8/17/2020

Inyo County Emergency Standby Generators

Bid Summary

As of 8/13/2020 7:44 AM

Vendor Name	Base Bid	Add 1	Tax 7.75%	Tri-County	Big Pine	Annex	Annex XFER	Courthouse	Statham Hall	Total w Sales Tax	Manufacturer	Annex Alternate 1	Small Business	Local Business	Lead Time
				70 KW	48 KW	100 KW		70 KW	70 KW			130 KW			
Fully Responsive Bids															
Energy Systems *	\$114,735.75	Yes	Included	\$21,903.67	\$17,787.63	\$29,092.24	\$2,144.86	\$21,903.67	\$21,903.67	\$114,735.74	Generac	\$30,804.49	TBD	No	7 Weeks
Leete Generators	\$149,142.00	Yes	Included	\$28,950.00	\$19,867.00	\$40,949.00	Included	\$29,638.00	\$29,738.00	\$149,142.00	Blue Star	\$40,949.00	TBD	No	10-12 Weeks
Cashman Equipment	\$171,271.84	Yes	Included	\$34,734.01	\$28,595.96	\$38,193.14	Included	\$35,014.72	\$34,734.01	\$171,271.84	Catapillar	\$46,310.85	TBD	No	10-12 Weeks
Eldridge Electric	\$188,732.64	Yes	Included	\$38,207.42	\$31,455.56	\$42,067.46	Included	\$38,794.78	\$38,207.42	\$188,732.64	Catapillar	\$50,941.95	TBD	Yes	18 Weeks
Quinn Power Systems	\$216,162.61	Yes	Included	\$41,693.86	\$36,877.43	\$49,958.25	\$4,245.35	\$41,693.86	\$41,693.86	\$216,162.61	Taylor	\$55,114.12	TBD	No	10-12 Weeks
Non Fully Responsive Bids															
Technology International	\$98,280.00	No**	\$7,616.70	\$18,860.00	\$11,100.00	\$30,600.00	Included	\$18,860.00	\$18,860.00	\$105,896.70	Cummins	Not Bid	TBD	No	20 Weeks
High Country Lumber	\$104,305.12	No**	\$7,502.22	\$19,004.15	\$11,221.55	\$28,568.90	Not Bid***	\$19,004.15	\$19,004.15	\$104,305.12	Cummins	Not Bid	TBD	Yes	10-15 Weeks
United Rentals	\$122,489.00	No**	Included	\$23,721.00	\$15,177.00	\$31,570.00	\$4,732.00	\$23,568.00	\$23,721.00	\$122,489.00	Cummins	Not Bid	TBD	No	11-17 Weeks
*Energy Systems bid including upgrade for the Annex generator from a 100 KW to a 130 KW is \$116447.99															
** Addendum 1 was not referenced nor reflected in the bid															
*** Automatic Transfer Switch was not bid for the Annex Building															



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

MEMORANDUM

TO: Prospective Bidders
FROM: Inyo County Public Works
RE: Request for Bid – **Five Generators and One Automatic Transfer Switch**
DATE: July 13th, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for 5) new generators and 1) automatic transfer switch Project #ZP 20-012

The deadline for submitting your bid is **August 5th, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Greg Waters at gwaters@inyocounty.us Should it be found necessary, a written addendum will be posted on the website [www.inyocounty.us/Bid Packages.html](http://www.inyocounty.us/Bid_Packages.html). It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available. Please contact Greg Waters to be included on the List of Bidders to enable active communication regarding updates to the bid process and potential issuance of addendum.



Greg Waters
Associate Civil Engineer

RETURN BIDS TO: Inyo County Board Clerk
224 N Edwards Street (if by UPS or FedEx)
P.O. Drawer N (if by US Postal service)
Independence, CA 93526.

BID OPENING: DATE: August 5th, 2020 TIME: 3:30 P.M.

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

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

IMPORTANT: Bid must be sealed with **Bid # ZP-20-012** as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations. Bids will be evaluated on price, quality, warranty, and available service network.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Bid must be in a sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

21. Upon notification of accepted bid, vendor shall agree to hold harmless, defend and indemnify Inyo County, its officials, officers, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with vendor's (or vendor's agent's) transportation and delivery of stated acquisitions, except such loss or damage which was caused by the sole negligence or willful misconduct of Inyo County. Vendor shall carry a minimum of \$1M per occurrence in auto liability insurance for bodily injury and property damage for duration of transportation of heavy equipment through Inyo County.

EQUIPMENT BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: ZP 20-012

The purpose of this specification is to describe five generators and one automatic transfer switch. It is required that this unit will be delivered ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEM

The County of Inyo is requesting a bid for 5) generators and 1) automatic transfer switch

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions to the specifications listed in the Bid Sheet and explain on a separate sheet if needed.

III. EXCEPTIONS

Explain all exceptions identified in Section II, above (attach additional sheets if necessary)

NOTE: Bid prices quoted below **MUST** include all applicable taxes and related fees, including, but not limited to sales tax & transfer fees.

IV. BID

I agree to furnish Inyo County with the generator(s) specified on the Generator Bid Form

BIDDER:

Vendor Name: Energy Systems
Contact Name: Rocky Bear
Address: 7100 Longe Stret
City / State / Zip: Stockton / California / 95206
Phone Number: 209 870-1900 Fax Number: 209 870-1950
Email Address: rbear@espowergen.com

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree that the generator(s) specified above will be delivered within 60 days of receipt of an Inyo County Purchase Order. I certify that I am an authorized agent for the above vendor.

Signed: Rocky Bear Title: Sales Rep
Date: July 29 2020

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “ZP 20-012” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the:

(BY MAIL)

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

Or

(BY UPS OR FEDEX)

Inyo County Board Clerk, 224 N. Edwards Street, Independence, CA 93526

by or before **3:30 P.M. on August 5th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

This bid was received on August 3
20 20
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

TO THE SPECIFICATIONS FOR

INYO COUNTY EMERGENCY STANDBY GENERATORS

July 24th, 2020

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents: Please see the listed changes below:

1. Specified generators (or equal) have been changed from Cummins to Generac brand
2. EPA/CARB (California Air Resources Board) compliance is required
3. Big Pine Town Hall unit has been upsized from 25kW to 48kW.
4. Alternate #1 has been added for costs for optional upgrade of the 100 kW generator to a 130 kW generator.

Receipt of this addendum shall be acknowledged by **inserting the number and the date of receipt of Addendum** on the Bid Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the generators and transfer switch and form a part of the purchase order. It is requested that any contractors or subcontractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works



Mike Errante
Public Works Director

July 24th, 2020

Date

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
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Tri-County Fairgrounds, Bishop, CA 93514

Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7-Weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator			\$ 21,903.67
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**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
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Big Pine Town Hall, Big Pine, CA 93513

Generac Model RG048 48 kW (for equal)	✓		\$ 16,508.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,279.39
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Fully Insured During Transit	✓		
Transfer Switch: NO	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator

\$ 17,787.63

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
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Inyo County Annex Building, Independence, CA 93526

Generac Model QT100 100kW (or equal)	✓		\$ 26,999.76
120/208 Volts, 3 Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$2,092.48
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Automatic Transfer Switch: YES, Generac 400a	✓	400A ATS	\$1,990.59
ATS, Three Phase 120/208 (or equal)	✓	Sales Tax	\$ 154.27
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator and Transfer Switch	\$ 31,237.11
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**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
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Inyo County Courthouse, Independence, CA 93526

Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/208 Volts, 3 Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator			\$ 21,903.67
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**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
<u>Statham Hall, Lone Pine, CA 93545</u>			
Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included		7.75%	\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		
Total This Generator			\$ 21,903.67

**Inyo County Public Works
Standby Generators**

Addendum #1 Issued 7-24-2020

Description	Comply	Exception	Price/w/ tax
Tri-County Fairgrounds, Bishop, CA 93514			\$ 21,903.67
Big Pine Town Hall, Big Pine, CA 93513			\$ 17,787.63
Inyo County Annex Building, Independence, CA 93526			\$ 31,237.11
Inyo County Courthouse, Independence, CA 93526			\$ 21,903.67
Statham Hall, Lone Pine, CA 93545			\$ 21,903.67

Grand Total All Generators (Numerical) \$ 114,735.75

Grand Total All Generators (Text) One Hundred Fourteen Thousand, Seven Hundred Thirty-Five dollars and Seventy Five Cents

Alternate #1 - Upgrade generator for the Inyo County Annex Building from a QT100 (or equal) to a QT130 ~~for equal~~

QT130	\$28,588.85
Sales Tax 7.75%	\$ 2,215.64

TOTAL \$30,804.49

Materials	Taxes	TOTAL
\$106,483.29	\$8,252.46	\$114,735.75



Standby Generators

Standby Generators Liquid-Cooled Gaseous Engine

Tri-County Fairgrounds

INCLUDES:

- Two Line LCD Tri-Lingual Digital Nexus™ Controller
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 2 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

- Model QT070 (Aluminum - Bisque) - 70 kW 60 Hz
- Model QT080 (Aluminum - Bisque) - 80 kW 60 Hz
- Model QT100 (Aluminum - Bisque) - 100 kW 60 Hz
- Model QT130 (Aluminum - Bisque) - 130 kW 60 Hz
- Model QT150 (Aluminum - Bisque) - 150 kW 60 Hz



QUIET-TEST™

Meets EPA Emission Regulations

70, 100, 130 & 150 kW meet CA/MA emissions requirement with optional catalyst
80 kW not for sale in CA/MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ NEMA MG1-22 EVALUATION
 - ✓ MOTOR STARTING ABILITY
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

70 • 80 • 100 • 130 • 150 kW

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire (70, 80 & 150 kW) or 12 wire (100 & 130 kW)
Bearings	Sealed Ball
Coupling	Flexible Disc (70, 80 & 150 kW) or Gear Drive (100 & 130 kW)
Excitation System	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 24F, 525 CCA (70, 80 & 150 kW) or Group 27F, 700 CCA (100 & 130 kW)
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 80 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 70, 100, 130 & 150 kW

Make	Generac
Model	V-Type
Cylinders	10
Displacement (Liters)	6.8
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	5/4.7 (70, 100, 130 & 150 kW) or 6/5.7 (80 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2300 - 70 kW 2174 - 80 kW 1670 - 100 kW 1950 - 130 kW 2200 - 150 kW
Fan Diameter (in/mm)	22/558.8 (70 kW) or 26/660.4 (80, 100, 130 & 150 kW)
Fan Mode	Pusher (70 kW) or Puller (80, 100, 130 & 150 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	11-14" water column/21-26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

70 • 80 • 100 • 130 • 150 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		KW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
QT070	120/240 V, 1Ø, 1.0 pf	67	292	64	267	300
	120/208 V, 3Ø, 0.8 pf	70	243	67	232	300
	120/240 V, 3Ø, 0.8 pf	70	211	67	201	250
	277/480 V, 3Ø, 0.8 pf	70	105	67	101	125
QT080	120/240 V, 1Ø, 1.0 pf	77	333	77	333	400
	120/208 V, 3Ø, 0.8 pf	80	278	80	278	300
	120/240 V, 3Ø, 0.8 pf	80	241	80	240	300
	277/480 V, 3Ø, 0.8 pf	80	120	80	120	150
QT100	120/240 V, 1Ø, 1.0 pf	100	417	89	371	450
	120/208 V, 3Ø, 0.8 pf	100	347	94	326	400
	120/240 V, 3Ø, 0.8 pf	100	301	94	283	350
	277/480 V, 3Ø, 0.8 pf	100	150	94	141	175
QT130	120/240 V, 1Ø, 1.0 pf	130	542	117	488	600
	120/208 V, 3Ø, 0.8 pf	130	451	122	423	500
	120/240 V, 3Ø, 0.8 pf	130	391	122	367	450
	277/480 V, 3Ø, 0.8 pf	130	195	122	183	225
QT150	120/240 V, 1Ø, 1.0 pf	144	625	136	567	700
	120/208 V, 3Ø, 0.8 pf	150	520	142	493	600
	120/240 V, 3Ø, 0.8 pf	150	451	142	427	500
	277/480 V, 3Ø, 0.8 pf	150	225	142	214	250

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
QT070	120/240 V, 1Ø	129	356
	120/208 V, 3Ø	194	471
	120/240 V, 3Ø	168	408
	277/480 V, 3Ø	83	201
QT080	120/240 V, 1Ø	174	435
	120/208 V, 3Ø	186	466
	277/480 V, 3Ø	161	404
QT100	120/240 V, 1Ø	150	413
	120/208 V, 3Ø	186	452
	120/240 V, 3Ø	161	392
	277/480 V, 3Ø	107	261
QT130	120/240 V, 1Ø	236	648
	120/208 V, 3Ø	364	885
	120/240 V, 3Ø	315	767
	277/480 V, 3Ø	161	390
QT150	120/240 V, 1Ø	486	1214
	120/208 V, 3Ø	534	1334
	120/240 V, 3Ø	463	1156
	277/480 V, 3Ø	250	624

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
QT070	Exercise cycle	110	3.1	1.2	4.6	44
	25% of rated load	260	7.4	2.85	10.8	104
	50% of rated load	500	14.2	5.46	20.8	200
	75% of rated load	696	19.8	7.62	29.1	280
	100% of rated load	1020	29	11.17	42.6	411
	Exercise cycle	95	2.7	1.4	5.51	52
QT080	25% of rated load	549.5	15.6	3.46	13.11	126
	50% of rated load	784.4	22.2	6.62	25.1	241
	75% of rated load	1024.8	29.0	9.24	34.96	336
	100% of rated load	1252.2	35.5	12.78	48.38	465
QT100	Exercise cycle	130	3.7	1.4	5.4	52
	25% of rated load	371	10.5	4.1	15.5	149
	50% of rated load	713	20.3	7.9	29.8	287
	75% of rated load	991	28.2	11	41.5	400
QT130	100% of rated load	1260	35.8	13.9	52.6	507
	Exercise cycle	135	3.8	1.4	5.7	55
	25% of rated load	482	13.7	5.3	20	193
	50% of rated load	927	26.3	10.3	38.7	373
QT150	75% of rated load	1292	36.7	14.3	54	520
	100% of rated load	1786	50.8	19.8	74.6	719
	Exercise cycle	155	4.4	1.7	6.5	63
	25% of rated load	556	15.8	6.09	23.2	224
QT150	50% of rated load	1070	30.4	11.72	44.7	431
	75% of rated load	1491	42.4	16.33	62.3	600
	100% of rated load	2061	58.6	22.57	86.1	830

Note: Fuel pipe must be sized for full load.

For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG).

For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

70 • 80 • 100 • 130 • 150 kW

operating data

ENGINE COOLING

	70 kW	80 kW	100 kW	130 kW	150 kW
Air flow (inlet air including alternator and combustion air in ft ³ /min)	5200/147.2	5300/150.1	5500/155.7	6450/182.6	7800/220.9
System coolant capacity (gal/liters)	4.5/17	4/15.1	4.5/17	4.5/17	4.5/17
Heat rejection to coolant (BTU/hr)	287,000/302.8	316,000/333.4	342,000/360.8	496,000/523.3	568,000/599.3
Maximum operation air temperature on radiator (°C/°F)	60/150				
Maximum ambient temperature (°C/°F)	50/140				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	205/5.8	143/4	262/7.4	336/9.5	410/11.6
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	64	65	68	69	66
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	74	72	75	79

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	557/15.8	720/20.4	888/25.1	1119/31.7	1535/43.5
Exhaust temperature at muffler outlet (°C/°F)	477/890	796/1465	516/960	521/970	593/1100

ENGINE PARAMETERS

Rated Synchronous rpm	1800	3600	2300	2970	3600
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (70,100,130 & 150)	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (80 kW)	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

CONTROLLER FEATURES

2-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds	Standard 10 sec
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection	Standard
Low Battery Protection	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection	Standard
Common External Fault Capability	Standard
Governor Failure Protection	Standard

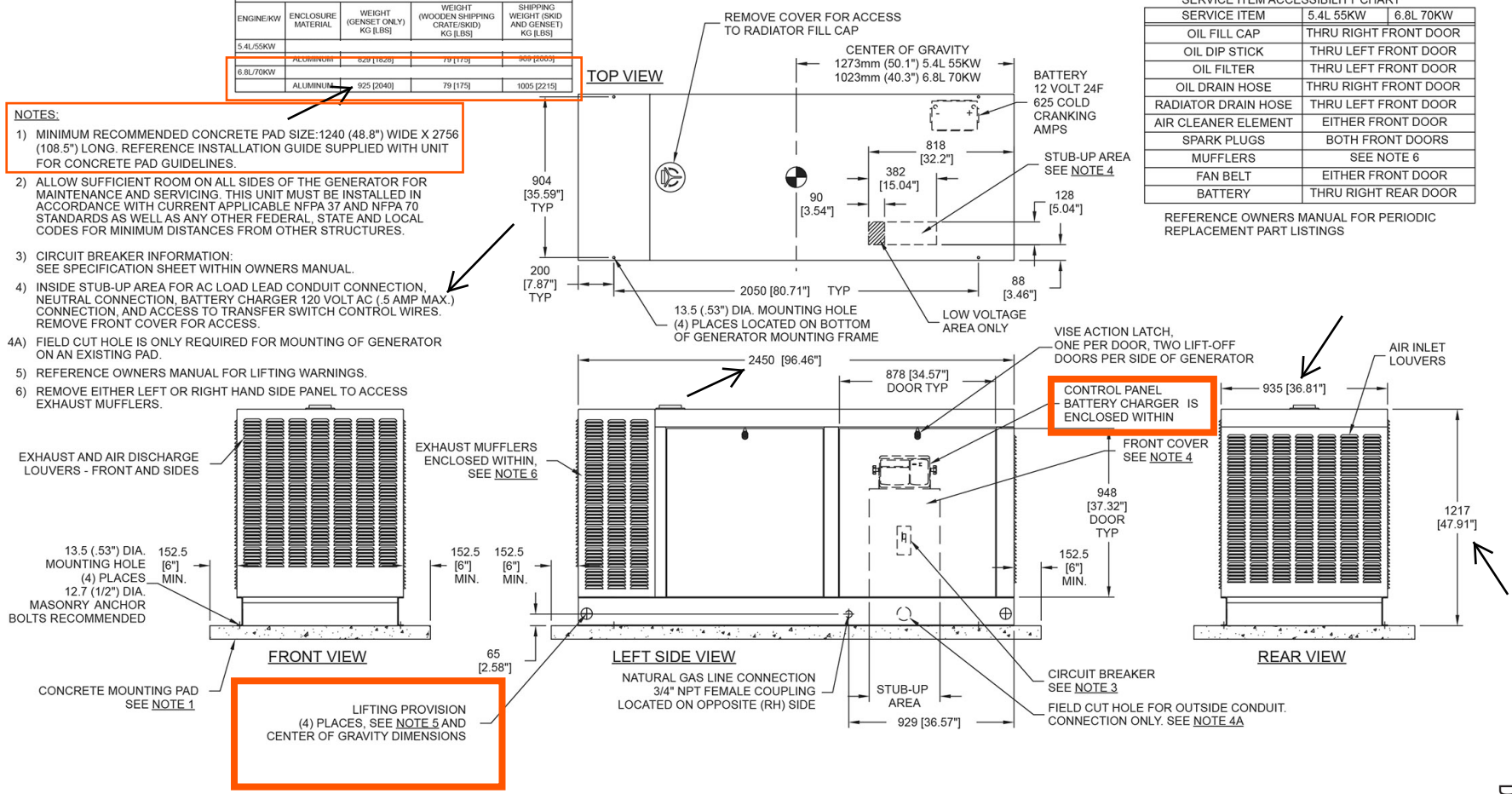
WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT (GENSET ONLY) KG [LBS]	WEIGHT (WOODEN SHIPPING CRATE/SKID) KG [LBS]	SHIPPING WEIGHT (SKID AND GENSET) KG [LBS]
5.4L/55KW	ALUMINUM	629 [1326]	79 [175]	969 [2005]
6.8L/70KW	ALUMINUM	925 [2040]	79 [175]	1005 [2215]

- NOTES:**
- 1) MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1240 (48.8") WIDE X 2756 (108.5") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - 2) ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES FOR MINIMUM DISTANCES FROM OTHER STRUCTURES.
 - 3) CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET WITHIN OWNERS MANUAL.
 - 4) INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (.5 AMP MAX.) CONNECTION, AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE FRONT COVER FOR ACCESS.
 - 4A) FIELD CUT HOLE IS ONLY REQUIRED FOR MOUNTING OF GENERATOR ON AN EXISTING PAD.
 - 5) REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 - 6) REMOVE EITHER LEFT OR RIGHT HAND SIDE PANEL TO ACCESS EXHAUST MUFFLERS.

SERVICE ITEM ACCESSIBILITY CHART

SERVICE ITEM	5.4L 55KW	6.8L 70KW
OIL FILL CAP	THRU RIGHT FRONT DOOR	
OIL DIP STICK	THRU LEFT FRONT DOOR	
OIL FILTER	THRU LEFT FRONT DOOR	
OIL DRAIN HOSE	THRU RIGHT FRONT DOOR	
RADIATOR DRAIN HOSE	THRU LEFT FRONT DOOR	
AIR CLEANER ELEMENT	EITHER FRONT DOOR	
SPARK PLUGS	BOTH FRONT DOORS	
MUFFLERS	SEE NOTE 6	
FAN BELT	EITHER FRONT DOOR	
BATTERY	THRU RIGHT REAR DOOR	

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS



DIMENSIONS: MM [INCH]

Protector® Series

PROTECTOR® SERIES Standby Generators Liquid-Cooled Gaseous Engine

Big Pine Town Hall, RG48KW

1 of 7

INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese) With External Viewing Window for Easy Indication of Generator Status and Breaker Position.
- SwRI® listed (NFPA37, clause 4.1.4.1.2) Generator can be installed a minimum 18" distance from combustible walls*
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Field Convertible Fuel Type With No Mechanical Adjustment Required.
- 5 Year Limited Warranty
- UL 2200 Listed

*Only if located away from doors, windows, and fresh air intakes, and unless otherwise directed by local codes. Please review install guide for more details.

Standby Power Rating

Model RG048 (Aluminum - Bisque) - 48 kW 60 Hz



QUIET-TEST™

*Assembled in the USA using domestic and foreign parts

Meets EPA Emission Regulations

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

48 kW

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	F (48 kW)
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire
Bearings	Sealed Ball
Coupling	Flexible Disc
Excitation System	Direct

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2.5 Amp
Recommended Battery (battery not included)	Group 27F (48kW), 725CCA
System Voltage	12 Volts

GENERATOR FEATURES

<p>Revolving field heavy duty generator Directly connected to the engine Operating temperature rise 120 °C above a 40 °C ambient Class H insulation is NEMA rated Class F insulation is NEMA rated All models fully prototyped tested</p>
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ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 48 kW

Make	Generac
Model	Inline 4 cylinder
Cylinders	4
Displacement (Liters)	4.5
Bore (in/mm)	4.5/114.3
Stroke (in/mm)	4.25/107.95
Compression Ratio	9.9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full Flow Spin-On Cartridge
Crankcase Capacity (qt/l)	11.6/11 (48 kW)

ENGINE COOLING SYSTEM

Type	Ethylene Glycol 50/50 Mix
Water Pump	Belt-Driven
Fan Speed (rpm)	2,100
Fan Diameter (in/mm)	20
Fan Mode	Pusher

FUEL SYSTEM

Fuel Type	Natural Gas, Propane Vapor
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	3.5-14 Water Column/9-26 mm HG
LP Fuel Pressure	7 - 14" Water Column
NG Fuel Pressure	3.5 - 14" Water Column

48 kW

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG048	120/240 V, 1Ø, 1.0 pf	48	200	48	200	200
	120/208 V, 3Ø, 0.8 pf	48	167	48	167	175
	120/240 V, 3Ø, 0.8 pf	48	144	48	144	150
	277/480 V, 3Ø, 0.8 pf	48	72	48	72	80

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
		RG048	
	120/240 V, 1Ø	100	300
	120/208 V, 3Ø	118	242
	120/240 V, 3Ø	97	189
	277/480 V, 3Ø	63.6	122.8

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane	
		(ft ³ /hr)	(m ³ /hr)	(gal/hr)	(l/hr)
		RG048			
	Exercise cycle	—	—	—	—
	25% of rated load	201	5.7	2.88	104.7
	50% of rated load	336	9.5	4.16	151.3
	75% of rated load	447	12.7	5.28	192
	100% of rated load	604	17.1	6.61	240.4

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft³/hr x 2520 (LP) or ft³/hr x 1000 (NG)

For megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG)

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

48 kW

ENGINE COOLING

48 kW

Air Flow (inlet air including alternator and combustion air in cfm/cmm)	2,829/80.1
System Coolant Capacity (gal/liters)	2.9/11
Heat Rejection to Coolant (BTU per hr/MJ per hr)	201,060
Maximum Operation Air Temperature on Radiator (°C/°F)	60/150
Maximum Ambient Temperature (°C/°F)	50/140

COMBUSTION REQUIREMENTS

Flow at Rated Power (scfm/cmm)	92.7/2.6
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SOUND EMISSIONS

Sound Output in dB(A) at 23 ft (7 m) With Generator in Exercise Mode*	68
Sound Output in dB(A) at 23 ft (7 m) With Generator Operating at Normal Load*	70

EXHAUST

Exhaust Flow at Rated Output (scfm/cmm)	104/10.6
Exhaust Temperature at Muffler Outlet (°C/°F)	507/945

ENGINE PARAMETERS

Rated Synchronous rpm	1,800
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration 3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
 Altitude Deration.....1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft

CONTROLLER FEATURES

Two-Line Plain Text LCD Display..... Simple user interface for ease of operation.
 Mode Switch: Auto Automatic Start on Utility failure. 7 day exerciser
 Off Stops unit. Power is removed. Control and charger still operate.
 Manual Start with starter control, unit stays on. If utility fails, transfer to load takes place.
 Programmable Start Delay Between 10-30 Seconds 10 sec standard
 Engine Start Sequence Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
 Engine Warm-up 5 sec
 Engine Cool-Down 1 min
 Starter Lock-Out Starter cannot re-engage until 5 sec after engine has stopped.
 Smart Battery Charger Standard
 Automatic Voltage Regulation With Over and Under Voltage Protection Standard
 Automatic Low Oil Pressure Shutdown Standard
 Overspeed Shutdown Standard, 72 Hz
 High Temperature Shutdown Standard
 Overcrank Protection Standard
 Safety Fused Standard
 Failure to Transfer Protection Standard
 Low Battery Protection Standard
 50 Event Run Log Standard
 Future Set Capable Exerciser Standard
 Incorrect Wiring Protection Standard
 Internal Fault Protection Standard
 Common External Fault Capability Standard
 Governor Failure Protection Standard

WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
4.5L/48KW	AL	808 [1781]	51 [112]	859 [1893]

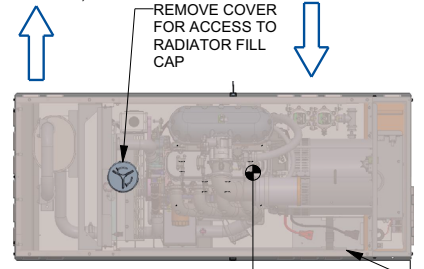
SERVICE ITEM	4.5L
OIL FILL CAP	LEFT SIDE
OIL DIP STICK	LEFT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	LEFT SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
DRIVE BELT	EITHER SIDE
BATTERY	LEFT SIDE

NOTES:

- MINIMUM RECOMMENDED CONCRETE PAD SIZE IS 6" OFFSET OF OVERALL LENGTH AND WIDTH OF GENERATOR. {1193.8 (47") WIDE X 2423.2 (95.4") LONG}. REFERENCE INSTALLATION GUIDE SUPPLIED WITH THE UNIT FOR CONCRETE PAD GUIDELINES. REFERENCE MANUFACTURER'S SPECIFICATIONS IF USING ENGINEERED, PREFABRICATED SLABS.
- ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
- CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
 - SEE SPECIFICATION SHEET OR OWNERS MANUAL
 - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
- REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
 - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
- CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
- BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
- REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
- MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
- MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
- GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
- EXHAUST MUFFLER ENCLOSED WITHIN GENERATOR ENCLOSURE, REMOVE FRONT PANEL TO ACCESS.

RADIATOR/EXHAUST DISCHARGE AIR (BOTH SIDES) ↑

AIR INTAKE (BOTH SIDES) ↓



REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PARTS LIST

TOP VIEW

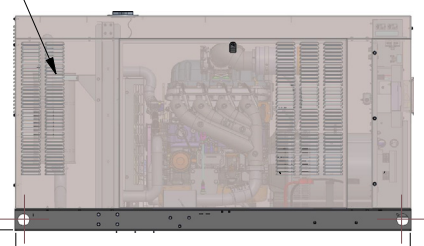
843 [33]

CENTER OF GRAVITY (SEE NOTE 5)

BATTERY 12V GROUP 27F NEGATIVE GROUND P/N G058665

← RADIATOR/EXHAUST DISCHARGE AIR

EXHAUST MUFFLER ENCLOSED WITHIN GENERATOR ENCLOSURE



58 [2.3] TYP

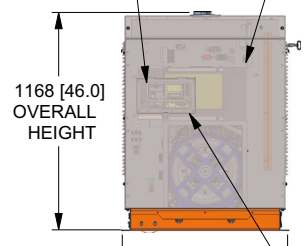
47 [1.8]

2026 [79.8] TYP

2119 [83.4] OVERALL LENGTH

LEFT SIDE VIEW

CIRCUIT BREAKER SEE NOTE 3



1168 [46.0] OVERALL HEIGHT

888 [35.0] OVERALL WIDTH

REAR VIEW

REAR ENCLOSURE COVER PANEL SEE NOTE 4

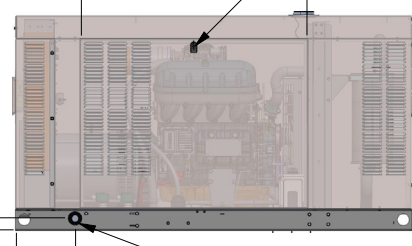
CUSTOMER ACCESS ASSEMBLY, CONTROL PANEL ACCESS BATTERY CHARGER LOCATED WITHIN SEE NOTE 4

1212 [47.7] DOOR TYP

VICE ACTION LATCH ONE PER DOOR ONE LIFT OFF DOOR PER SIDE OF GENERATOR

65 [2.6]

318 [12.5]

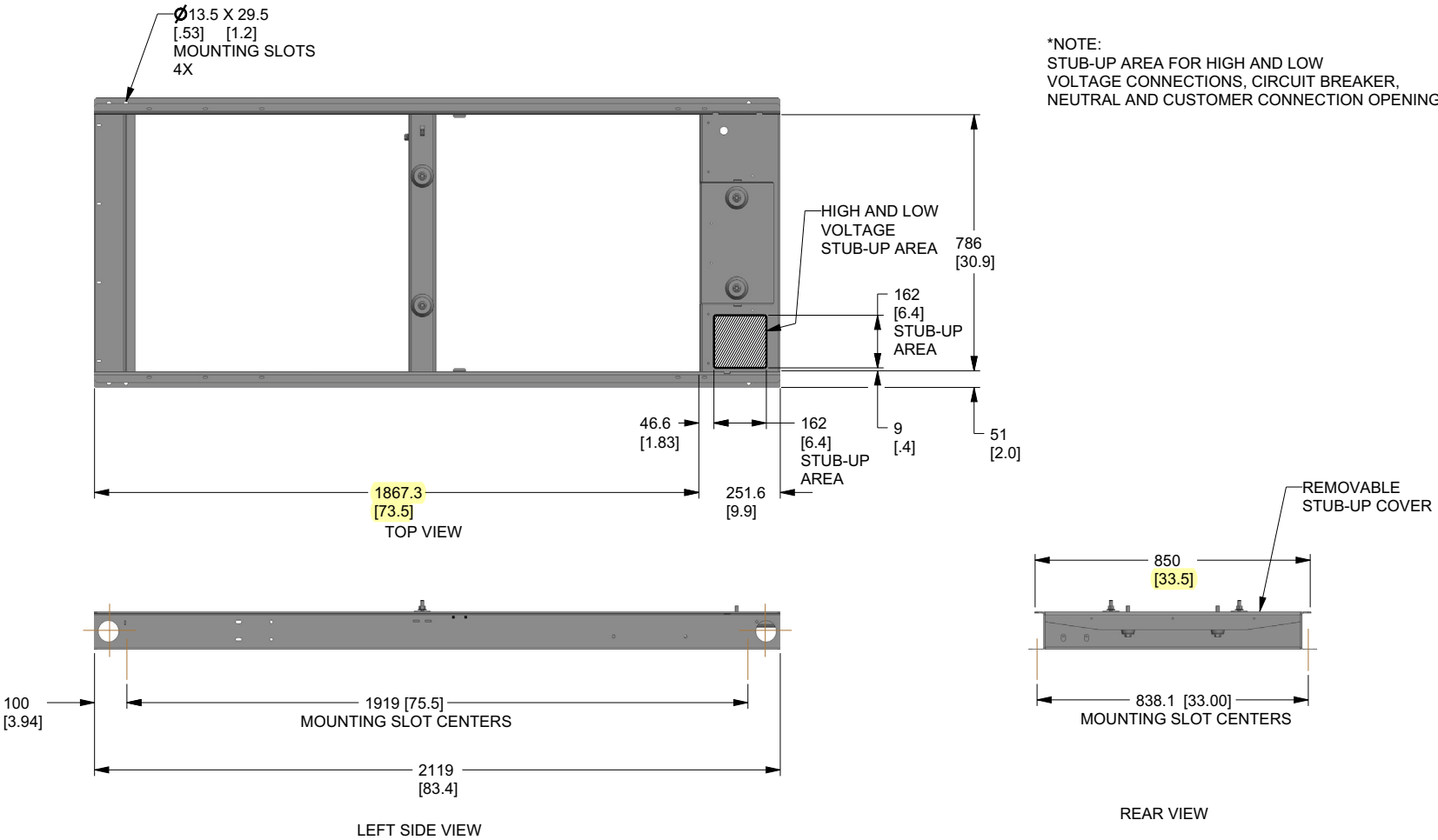


FUEL LINE CONNECTION 1-1/4" NPT FEMALE TEE THROUGH BASEFRAME OPENING

RIGHT SIDE VIEW

DIMENSIONS: MM [INCH]

*NOTE:
STUB-UP AREA FOR HIGH AND LOW
VOLTAGE CONNECTIONS, CIRCUIT BREAKER,
NEUTRAL AND CUSTOMER CONNECTION OPENING.



DIMENSIONS: MM [INCH]

Standby Generators

Standby Generators Liquid-Cooled Gaseous Engine

Inyo County Annex Building

INCLUDES:

- Two Line LCD Tri-Lingual Digital Nexus™ Controller
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 2 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

- Model QT070 (Aluminum - Bisque) - 70 kW 60 Hz
- Model QT080 (Aluminum - Bisque) - 80 kW 60 Hz
- Model QT100 (Aluminum - Bisque) - 100 kW 60 Hz
- Model QT130 (Aluminum - Bisque) - 130 kW 60 Hz
- Model QT150 (Aluminum - Bisque) - 150 kW 60 Hz



QUIET-TEST™

Meets EPA Emission Regulations

70, 100, 130 & 150 kW meet CA/MA emissions requirement with optional catalyst
80 kW not for sale in CA/MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ NEMA MG1-22 EVALUATION
 - ✓ MOTOR STARTING ABILITY
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

70 • 80 • 100 • 130 • 150 kW**application & engineering data****GENERATOR SPECIFICATIONS**

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire (70, 80 & 150 kW) or 12 wire (100 & 130 kW)
Bearings	Sealed Ball
Coupling	Flexible Disc (70, 80 & 150 kW) or Gear Drive (100 & 130 kW)
Excitation System	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 24F, 525 CCA (70, 80 & 150 kW) or Group 27F, 700 CCA (100 & 130 kW)
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 80 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 70, 100, 130 & 150 kW

Make	Generac
Model	V-Type
Cylinders	10
Displacement (Liters)	6.8
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	5/4.7 (70, 100, 130 & 150 kW) or 6/5.7 (80 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2300 - 70 kW 2174 - 80 kW 1670 - 100 kW 1950 - 130 kW 2200 - 150 kW
Fan Diameter (in/mm)	22/558.8 (70 kW) or 26/660.4 (80, 100, 130 & 150 kW)
Fan Mode	Pusher (70 kW) or Puller (80, 100, 130 & 150 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	11-14" water column/21-26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

70 • 80 • 100 • 130 • 150 kW

GENERATOR OUTPUT VOLTAGE/KW - 60 Hz

		KW LPG	Amp LPG	KW Nat. Gas	Amp Nat. Gas	CB Size (Both)
QT070	120/240 V, 1Ø, 1.0 pf	67	292	64	267	300
	120/208 V, 3Ø, 0.8 pf	70	243	67	232	300
	120/240 V, 3Ø, 0.8 pf	70	211	67	201	250
	277/480 V, 3Ø, 0.8 pf	70	105	67	101	125
QT080	120/240 V, 1Ø, 1.0 pf	77	333	77	333	400
	120/208 V, 3Ø, 0.8 pf	80	278	80	278	300
	120/240 V, 3Ø, 0.8 pf	80	241	80	240	300
	277/480 V, 3Ø, 0.8 pf	80	120	80	120	150
QT100	120/240 V, 1Ø, 1.0 pf	100	417	89	371	450
	120/208 V, 3Ø, 0.8 pf	100	347	94	326	400
	120/240 V, 3Ø, 0.8 pf	100	301	94	283	350
	277/480 V, 3Ø, 0.8 pf	100	150	94	141	175
QT130	120/240 V, 1Ø, 1.0 pf	130	542	117	488	600
	120/208 V, 3Ø, 0.8 pf	130	451	122	423	500
	120/240 V, 3Ø, 0.8 pf	130	391	122	367	450
	277/480 V, 3Ø, 0.8 pf	130	195	122	183	225
QT150	120/240 V, 1Ø, 1.0 pf	144	625	136	567	700
	120/208 V, 3Ø, 0.8 pf	150	520	142	493	600
	120/240 V, 3Ø, 0.8 pf	150	451	142	427	500
	277/480 V, 3Ø, 0.8 pf	150	225	142	214	250

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
		QT070	120/240 V, 1Ø
	120/208 V, 3Ø	194	471
	120/240 V, 3Ø	168	408
	277/480 V, 3Ø	83	201
QT080	120/240 V, 1Ø	174	435
	120/208 V, 3Ø	186	466
	120/240 V, 3Ø	161	404
	277/480 V, 3Ø	70	175
QT100	120/240 V, 1Ø	150	413
	120/208 V, 3Ø	186	452
	120/240 V, 3Ø	161	392
	277/480 V, 3Ø	107	261
QT130	120/240 V, 1Ø	236	648
	120/208 V, 3Ø	364	885
	120/240 V, 3Ø	315	767
	277/480 V, 3Ø	161	390
QT150	120/240 V, 1Ø	486	1214
	120/208 V, 3Ø	534	1334
	120/240 V, 3Ø	463	1156
	277/480 V, 3Ø	250	624

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
QT070	Exercise cycle	110	3.1	1.2	4.6	44
	25% of rated load	260	7.4	2.85	10.8	104
	50% of rated load	500	14.2	5.46	20.8	200
	75% of rated load	696	19.8	7.62	29.1	280
	100% of rated load	1020	29	11.17	42.6	411
QT080	Exercise cycle	95	2.7	1.4	5.51	53
	25% of rated load	549.5	15.6	3.46	13.11	126
	50% of rated load	784.4	22.2	6.62	25.1	241
	75% of rated load	1024.8	29.0	9.24	34.96	336
	100% of rated load	1252.2	35.5	12.78	48.38	465
QT100	Exercise cycle	130	3.7	1.4	5.4	52
	25% of rated load	371	10.5	4.1	15.5	149
	50% of rated load	713	20.3	7.9	29.8	287
	75% of rated load	991	28.2	11	41.5	400
	100% of rated load	1260	35.8	13.9	52.6	507
	Exercise cycle	135	3.8	1.4	5.7	55
QT130	25% of rated load	482	13.7	5.3	20	193
	50% of rated load	927	26.3	10.3	38.7	373
	75% of rated load	1292	36.7	14.3	54	520
	100% of rated load	1786	50.8	19.8	74.6	719
QT150	Exercise cycle	155	4.4	1.7	6.5	63
	25% of rated load	556	15.8	6.09	23.2	224
	50% of rated load	1070	30.4	11.72	44.7	431
	75% of rated load	1491	42.4	16.33	62.3	600
	100% of rated load	2061	58.6	22.57	86.1	830

Note: Fuel pipe must be sized for full load.

For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG).

For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

70 • 80 • 100 • 130 • 150 kW

operating data

ENGINE COOLING

	70 kW	80 kW	100 kW	130 kW	150 kW
Air flow (inlet air including alternator and combustion air in ft ³ /min)	5200/147.2	5300/150.1	5500/155.7	6450/182.6	7800/220.9
System coolant capacity (gal/liters)	4.5/17	4/15.1	4.5/17	4.5/17	4.5/17
Heat rejection to coolant (BTU/hr)	287,000/302.8	316,000/333.4	342,000/360.8	496,000/523.3	568,000/599.3
Maximum operation air temperature on radiator (°C/°F)	60/150				
Maximum ambient temperature (°C/°F)	50/140				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	205/5.8	143/4	262/7.4	336/9.5	410/11.6
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	64	65	68	69	66
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	74	72	75	79

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	557/15.8	720/20.4	888/25.1	1119/31.7	1535/43.5
Exhaust temperature at muffler outlet (°C/°F)	477/890	796/1465	516/960	521/970	593/1100

ENGINE PARAMETERS

Rated Synchronous rpm	1800	3600	2300	2970	3600
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

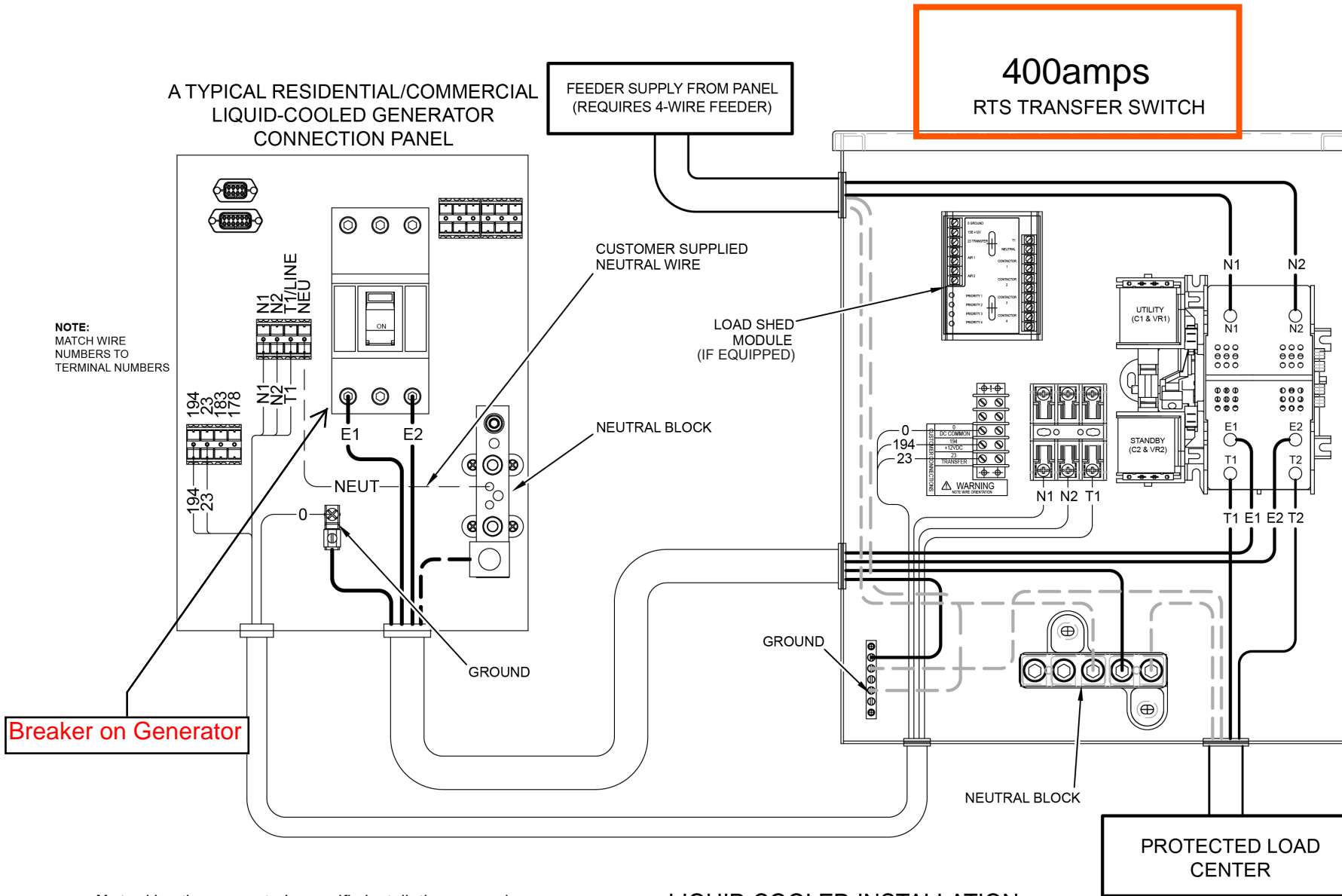
Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (70,100,130 & 150)	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (80 kW)	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

CONTROLLER FEATURES

2-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds	Standard 10 sec
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection	Standard
Low Battery Protection	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection	Standard
Common External Fault Capability	Standard
Governor Failure Protection	Standard

Drawing #0H7452-D

70 • 80 • 100 • 130 • 150 kW



NOTE:
MATCH WIRE
NUMBERS TO
TERMINAL NUMBERS

Breaker on Generator

**400amps
RTS TRANSFER SWITCH**

LIQUID COOLED INSTALLATION

Note: Use the generator's specific installation manual and wiring diagrams to verify generator wiring connections, as they may differ slightly from illustration.

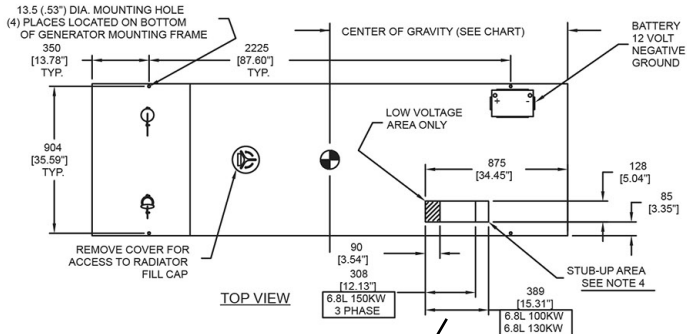
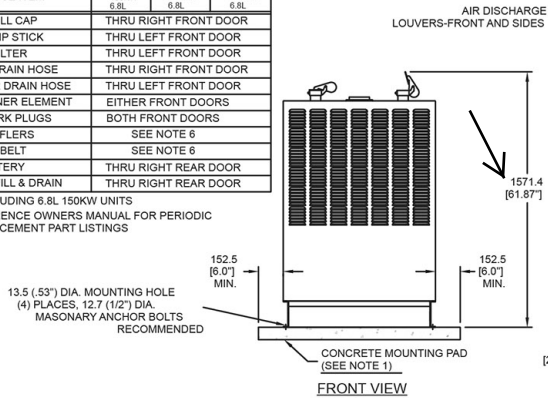
PROTECTED LOAD CENTER

WEIGHT DATA			
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT (GENSET ONLY) KG (LBS)	WEIGHT (WOODEN SHIPPING CRATE/SKID AND GENSET) KG (LBS)
6.8L 100KW	ALUMINUM	1148 [2531]	79 [175]
6.8L 150KW	ALUMINUM	1224 [2699]	79 [175]
	ALUMINUM	1130 [2492]	79 [175]

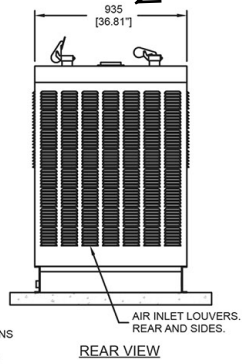
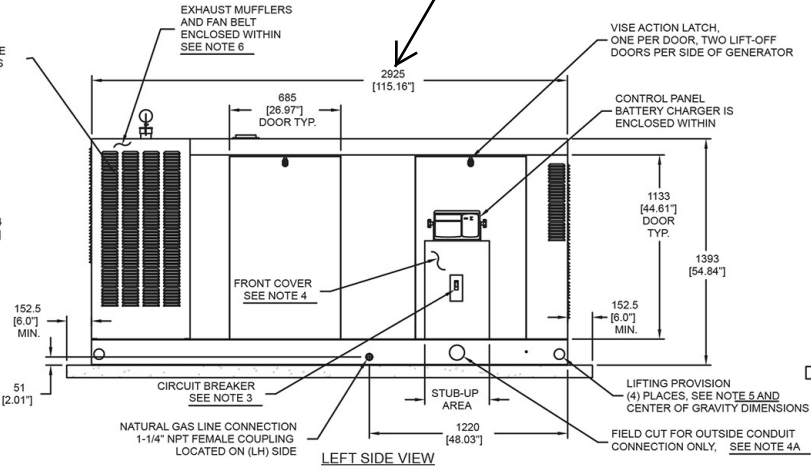
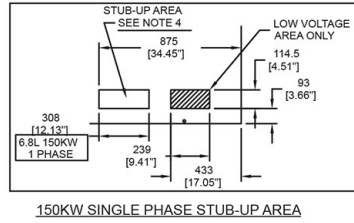
- NOTES:
- 1) MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1240(48.8") WIDE X 3230 (127.2") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - 2) ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES FOR MINIMUM DISTANCES FROM OTHER STRUCTURES.
 - 3) CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET WITHIN OWNERS MANUAL.
 - 4) INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (5 AMP MAX.) CONNECTION, AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE FRONT COVER FOR ACCESS.
 - 4A) FIELD CUT HOLE IS ONLY REQUIRED FOR MOUNTING OF GENERATOR ON AN EXISTING PAD.
 - 5) REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 - 6) REMOVE EITHER LEFT OR RIGHT HAND SIDE PANEL TO ACCESS EXHAUST MUFFLERS AND FAN BELT.

SERVICE ITEM	ACCESS		
	100KW 6.8L	130KW 6.8L	150KW 6.8L
OIL FILL CAP	THRU RIGHT FRONT DOOR		
OIL DIP STICK	THRU LEFT FRONT DOOR		
OIL FILTER	THRU LEFT FRONT DOOR		
OIL DRAIN HOSE	THRU RIGHT FRONT DOOR		
RADIATOR DRAIN HOSE	THRU LEFT FRONT DOOR		
AIR CLEANER ELEMENT	EITHER FRONT DOORS		
SPARK PLUGS	BOTH FRONT DOORS		
MUFFLERS	SEE NOTE 6		
FAN BELT	SEE NOTE 6		
BATTERY	THRU RIGHT REAR DOOR		
*GEARBOX FILL & DRAIN	THRU RIGHT REAR DOOR		

*NOTE: EXCLUDING 6.8L 150KW UNITS
REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS



CENTER OF GRAVITY	
1275 (50.2")	100KW 6.8L
1230 (48.4")	130KW 6.8L
1315 (51.8")	150KW 6.8L



DIMENSIONS: MM [INCH]

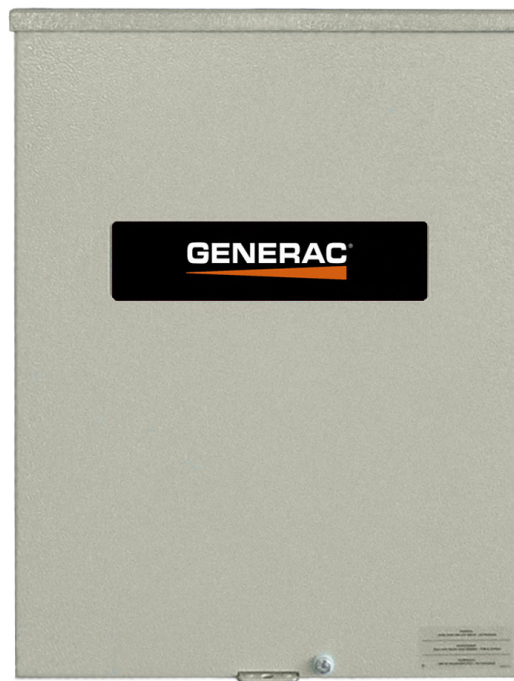
100-400 Amps

Non-Service Rated
Automatic Transfer Switches

400a ATS

1 of 2

100 - 400 Amps, Three Phase



DESCRIPTION

All non-service rated switches are available in 120/208 3 ϕ , 120/240 3 ϕ , and 277/480 3 ϕ . All switches are open transition.

STANDARD FEATURES

All non-service rated transfer switches are housed in a steel NEMA/UL Type 3R enclosure, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is a UL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands.

100-400 Amps

Non-Service Rated Transfer Switches

Functions

All timing and sensing functions originate in the generator controller

Utility voltage drop-out.....	<60%
Timer to generator start.....	10 second factory set, adjustable between 10-30 seconds
Engine warm up delay.....	5 seconds
Standby voltage sensor.....	.60% for 5 seconds
Utility voltage pickup.....	>80%
Re-transfer time delay.....	15 seconds
Engine cool-down timer.....	60 seconds
Exerciser.....	12 minutes every 7 days*

*Function of the controller

The transfer switch can be operated manually without power applied.

Specifications

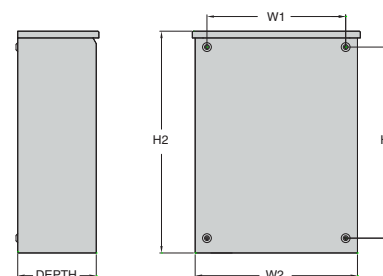
Model	RTSN100G3	RTSN100J3	RTSN100K3	RTSN200G3	RTSN200J3	RTSN200K3	RTSN400G3	RTSN400J3	RTSN400K3
Amps	100			200			400		
Voltage	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø
Load Transition Type (Automatic)	Open Transition								
Enclosure Type	NEMA 3R								
Withstand Rating (Amps)	14,000	14,000	14,000	25,000	25,000	25,000	35,000	35,000	35,000
Lug Range	2/0 - #6			400 MCM - #4			600 MCM - #4 or 1/0 - 250 MCM		

Features

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 160 millisecond transfer time.
- Single coil design.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA 3R (indoor/outdoor rated) steel enclosure is standard.
- Limited Five Year Warranty.

Dimensions

Model	Height (in./mm)		Width (in./mm)		Depth (in./mm)	Weight (lbs./kilos)
	H1	H2	W1	W2		
RTSN100G3	19.3/490.2	24.1/612.1	16.9/429.3	20.2/513.1	7.1/180.3	65/29.48
RTSN100J3	19.3/490.2	24.1/612.1	16.9/429.3	20.2/513.1	7.1/180.3	57/25.85
RTSN100K3	31.3/795	36.1/916.9	19.2/487.7	24/609.6	10/254	135/61.24
RTSN200G3	19.3/490.2	24.1/612.1	16.9/429.3	20.2/513.1	7.1/180.3	48/21.77
RTSN200J3	19.3/490.2	24.1/612.1	16.9/429.3	20.2/513.1	7.1/180.3	65/29.48
RTSN200K3	43/1092.2	48.1/1221.7	25/635	30.1/764.5	13.1/332.7	105/47.63
RTSN400G3	31.3/795	36.1/916.9	19.2/487.7	24/609.6	10/254	160/72.57
RTSN400J3	31.3/795	36.1/916.9	19.2/487.7	24/609.6	10/254	100/45.00
RTSN400K3	43/1092.2	48.1/1221.7	25/635	30.1/764.5	13.1/332.7	133/60.33



Standby Generators

Standby Generators Liquid-Cooled Gaseous Engine

Inyo County Courthouse

INCLUDES:

- Two Line LCD Tri-Lingual Digital Nexus™ Controller
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 2 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

- Model QT070 (Aluminum - Bisque) - 70 kW 60 Hz
- Model QT080 (Aluminum - Bisque) - 80 kW 60 Hz
- Model QT100 (Aluminum - Bisque) - 100 kW 60 Hz
- Model QT130 (Aluminum - Bisque) - 130 kW 60 Hz
- Model QT150 (Aluminum - Bisque) - 150 kW 60 Hz



QUIET-TEST™

Meets EPA Emission Regulations

70, 100, 130 & 150 kW meet CA/MA emissions requirement with optional catalyst
80 kW not for sale in CA/MA

FEATURES

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70 • 80 • 100 • 130 • 150 kW

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire (70, 80 & 150 kW) or 12 wire (100 & 130 kW)
Bearings	Sealed Ball
Coupling	Flexible Disc (70, 80 & 150 kW) or Gear Drive (100 & 130 kW)
Excitation System	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 24F, 525 CCA (70, 80 & 150 kW) or Group 27F, 700 CCA (100 & 130 kW)
System Voltage	12 Volts

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Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 80 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 70, 100, 130 & 150 kW

Make	Generac
Model	V-Type
Cylinders	10
Displacement (Liters)	6.8
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	5/4.7 (70, 100, 130 & 150 kW) or 6/5.7 (80 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2300 - 70 kW 2174 - 80 kW 1670 - 100 kW 1950 - 130 kW 2200 - 150 kW
Fan Diameter (in/mm)	22/558.8 (70 kW) or 26/660.4 (80, 100, 130 & 150 kW)
Fan Mode	Pusher (70 kW) or Puller (80, 100, 130 & 150 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	11-14" water column/21-26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

70 • 80 • 100 • 130 • 150 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		KW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
QT070	120/240 V, 1Ø, 1.0 pf	67	292	64	267	300
	120/208 V, 3Ø, 0.8 pf	70	243	67	232	300
	120/240 V, 3Ø, 0.8 pf	70	211	67	201	250
	277/480 V, 3Ø, 0.8 pf	70	105	67	101	125
QT080	120/240 V, 1Ø, 1.0 pf	77	333	77	333	400
	120/208 V, 3Ø, 0.8 pf	80	278	80	278	300
	120/240 V, 3Ø, 0.8 pf	80	241	80	240	300
	277/480 V, 3Ø, 0.8 pf	80	120	80	120	150
QT100	120/240 V, 1Ø, 1.0 pf	100	417	89	371	450
	120/208 V, 3Ø, 0.8 pf	100	347	94	326	400
	120/240 V, 3Ø, 0.8 pf	100	301	94	283	350
	277/480 V, 3Ø, 0.8 pf	100	150	94	141	175
QT130	120/240 V, 1Ø, 1.0 pf	130	542	117	488	600
	120/208 V, 3Ø, 0.8 pf	130	451	122	423	500
	120/240 V, 3Ø, 0.8 pf	130	391	122	367	450
	277/480 V, 3Ø, 0.8 pf	130	195	122	183	225
QT150	120/240 V, 1Ø, 1.0 pf	144	625	136	567	700
	120/208 V, 3Ø, 0.8 pf	150	520	142	493	600
	120/240 V, 3Ø, 0.8 pf	150	451	142	427	500
	277/480 V, 3Ø, 0.8 pf	150	225	142	214	250

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
QT070	120/240 V, 1Ø	129	356
	120/208 V, 3Ø	194	471
	120/240 V, 3Ø	168	408
	277/480 V, 3Ø	83	201
QT080	120/240 V, 1Ø	174	435
	120/208 V, 3Ø	186	466
	277/480 V, 3Ø	161	404
QT100	120/240 V, 1Ø	150	413
	120/208 V, 3Ø	186	452
	120/240 V, 3Ø	161	392
	277/480 V, 3Ø	107	261
QT130	120/240 V, 1Ø	236	648
	120/208 V, 3Ø	364	885
	120/240 V, 3Ø	315	767
	277/480 V, 3Ø	161	390
QT150	120/240 V, 1Ø	486	1214
	120/208 V, 3Ø	534	1334
	120/240 V, 3Ø	463	1156
	277/480 V, 3Ø	250	624

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
QT070	Exercise cycle	110	3.1	1.2	4.6	44
	25% of rated load	260	7.4	2.85	10.8	104
	50% of rated load	500	14.2	5.46	20.8	200
	75% of rated load	696	19.8	7.62	29.1	280
	100% of rated load	1020	29	11.17	42.6	411
	Exercise cycle	95	2.7	1.4	5.51	52
QT080	25% of rated load	549.5	15.6	3.46	13.11	126
	50% of rated load	784.4	22.2	6.62	25.1	241
	75% of rated load	1024.8	29.0	9.24	34.96	336
	100% of rated load	1252.2	35.5	12.78	48.38	465
QT100	Exercise cycle	130	3.7	1.4	5.4	52
	25% of rated load	371	10.5	4.1	15.5	149
	50% of rated load	713	20.3	7.9	29.8	287
	75% of rated load	991	28.2	11	41.5	400
QT130	100% of rated load	1260	35.8	13.9	52.6	507
	Exercise cycle	135	3.8	1.4	5.7	55
	25% of rated load	482	13.7	5.3	20	193
	50% of rated load	927	26.3	10.3	38.7	373
QT150	75% of rated load	1292	36.7	14.3	54	520
	100% of rated load	1786	50.8	19.8	74.6	719
	Exercise cycle	155	4.4	1.7	6.5	63
	25% of rated load	556	15.8	6.09	23.2	224
QT150	50% of rated load	1070	30.4	11.72	44.7	431
	75% of rated load	1491	42.4	16.33	62.3	600
	100% of rated load	2061	58.6	22.57	86.1	830

Note: Fuel pipe must be sized for full load.

For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG).

For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

70 • 80 • 100 • 130 • 150 kW

operating data

ENGINE COOLING

	70 kW	80 kW	100 kW	130 kW	150 kW
Air flow (inlet air including alternator and combustion air in ft ³ /min)	5200/147.2	5300/150.1	5500/155.7	6450/182.6	7800/220.9
System coolant capacity (gal/liters)	4.5/17	4/15.1	4.5/17	4.5/17	4.5/17
Heat rejection to coolant (BTU/hr)	287,000/302.8	316,000/333.4	342,000/360.8	496,000/523.3	568,000/599.3
Maximum operation air temperature on radiator (°C/°F)	60/150				
Maximum ambient temperature (°C/°F)	50/140				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	205/5.8	143/4	262/7.4	336/9.5	410/11.6
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	64	65	68	69	66
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	74	72	75	79

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	557/15.8	720/20.4	888/25.1	1119/31.7	1535/43.5
Exhaust temperature at muffler outlet (°C/°F)	477/890	796/1465	516/960	521/970	593/1100

ENGINE PARAMETERS

Rated Synchronous rpm	1800	3600	2300	2970	3600
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (70,100,130 & 150)	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (80 kW)	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

CONTROLLER FEATURES

2-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds	Standard 10 sec
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection	Standard
Low Battery Protection	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection	Standard
Common External Fault Capability	Standard
Governor Failure Protection	Standard

If an ATS is used

Drawing #0H7452-D
70 • 80 • 100 • 130 • 150 kW

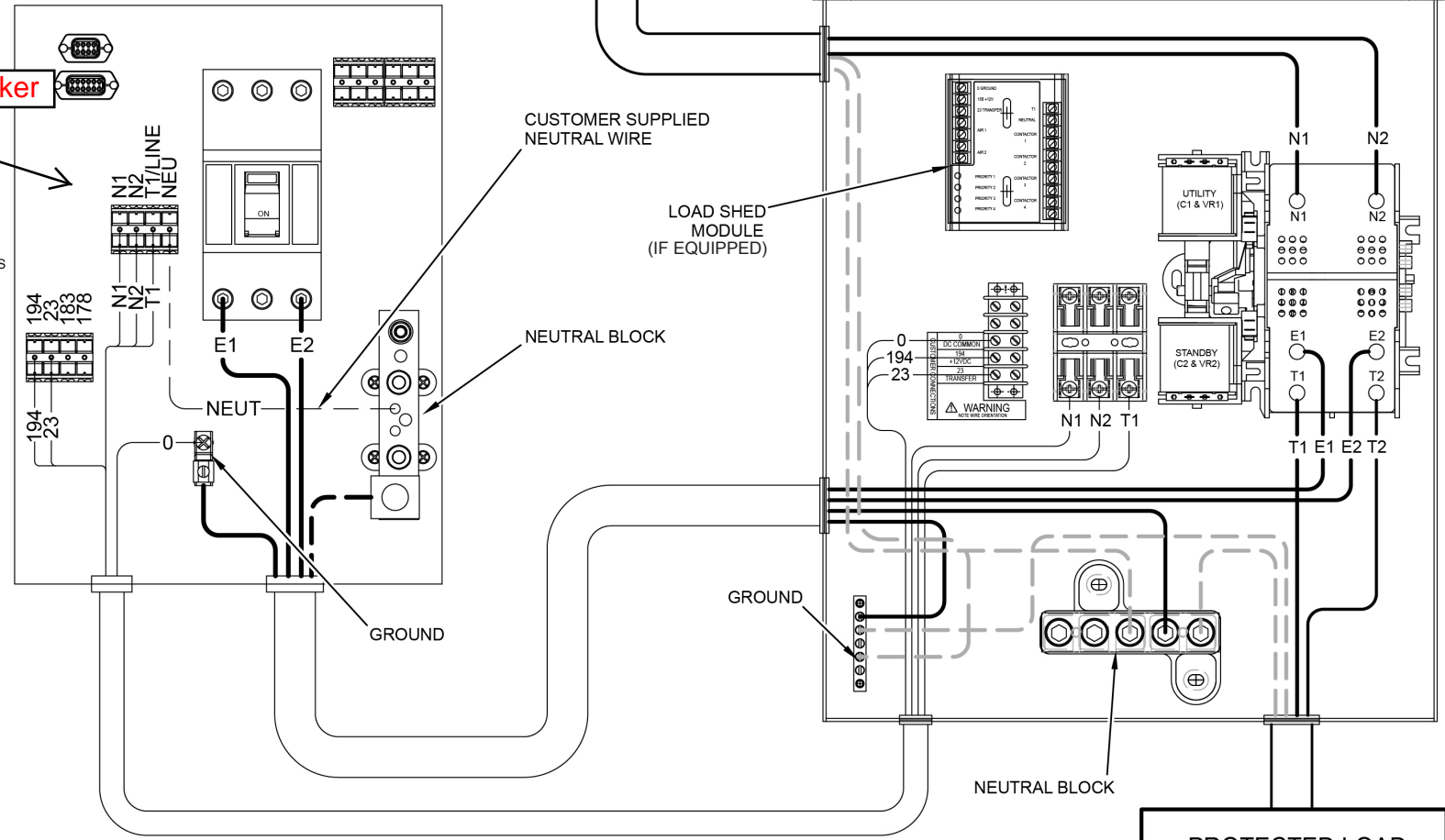
A TYPICAL RESIDENTIAL/COMMERCIAL LIQUID-COOLED GENERATOR CONNECTION PANEL

FEEDER SUPPLY FROM PANEL (REQUIRES 4-WIRE FEEDER)

RTS TRANSFER SWITCH

Generator Breaker

NOTE: MATCH WIRE NUMBERS TO TERMINAL NUMBERS

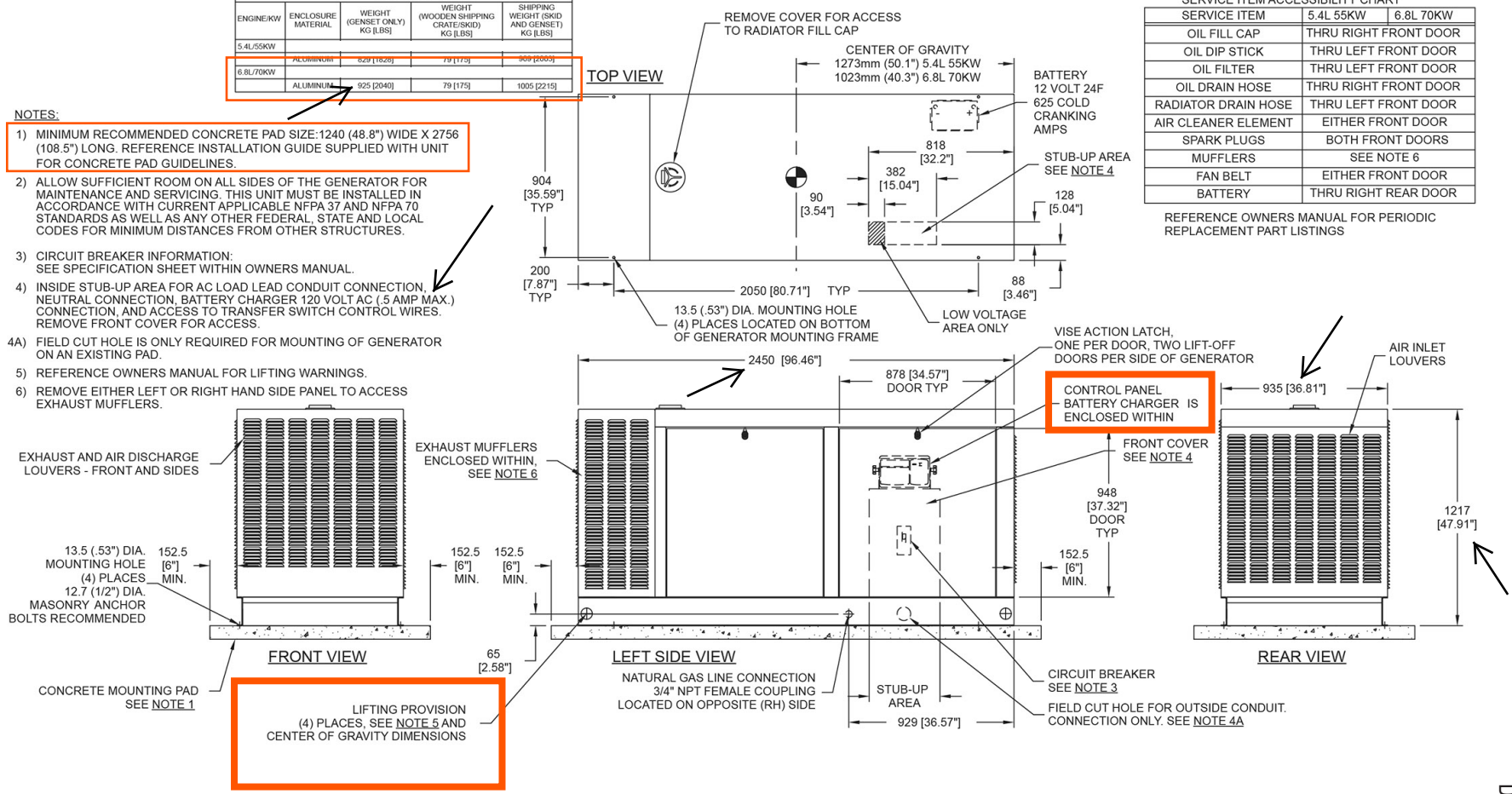


LIQUID COOLED INSTALLATION

Note: Use the generator's specific installation manual and wiring diagrams to verify generator wiring connections, as they may differ slightly from illustration.

WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT (GENSET ONLY) KG [LBS]	WEIGHT (WOODEN SHIPPING CRATE/SKID) KG [LBS]	SHIPPING WEIGHT (SKID AND GENSET) KG [LBS]
5.4L/55KW	ALUMINUM	629 [1326]	79 [175]	969 [2005]
6.8L/70KW	ALUMINUM	925 [2040]	79 [175]	1005 [2215]

- NOTES:**
- 1) MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1240 (48.8") WIDE X 2756 (108.5") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - 2) ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES FOR MINIMUM DISTANCES FROM OTHER STRUCTURES.
 - 3) CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET WITHIN OWNERS MANUAL.
 - 4) INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (.5 AMP MAX.) CONNECTION, AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE FRONT COVER FOR ACCESS.
 - 4A) FIELD CUT HOLE IS ONLY REQUIRED FOR MOUNTING OF GENERATOR ON AN EXISTING PAD.
 - 5) REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 - 6) REMOVE EITHER LEFT OR RIGHT HAND SIDE PANEL TO ACCESS EXHAUST MUFFLERS.



SERVICE ITEM ACCESSIBILITY CHART

SERVICE ITEM	5.4L 55KW	6.8L 70KW
OIL FILL CAP	THRU RIGHT FRONT DOOR	
OIL DIP STICK	THRU LEFT FRONT DOOR	
OIL FILTER	THRU LEFT FRONT DOOR	
OIL DRAIN HOSE	THRU RIGHT FRONT DOOR	
RADIATOR DRAIN HOSE	THRU LEFT FRONT DOOR	
AIR CLEANER ELEMENT	EITHER FRONT DOOR	
SPARK PLUGS	BOTH FRONT DOORS	
MUFFLERS	SEE NOTE 6	
FAN BELT	EITHER FRONT DOOR	
BATTERY	THRU RIGHT REAR DOOR	

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS

DIMENSIONS: MM [INCH]

Standby Generators

Standby Generators Liquid-Cooled Gaseous Engine

Statham Hall, Lone Pine

INCLUDES:

- Two Line LCD Tri-Lingual Digital Nexus™ Controller
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 2 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

- Model QT070 (Aluminum - Bisque) - 70 kW 60 Hz
- Model QT080 (Aluminum - Bisque) - 80 kW 60 Hz
- Model QT100 (Aluminum - Bisque) - 100 kW 60 Hz
- Model QT130 (Aluminum - Bisque) - 130 kW 60 Hz
- Model QT150 (Aluminum - Bisque) - 150 kW 60 Hz



QUIET-TEST™

Meets EPA Emission Regulations

70, 100, 130 & 150 kW meet CA/MA emissions requirement with optional catalyst
80 kW not for sale in CA/MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ NEMA MG1-22 EVALUATION
 - ✓ MOTOR STARTING ABILITY
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

70 • 80 • 100 • 130 • 150 kW

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire (70, 80 & 150 kW) or 12 wire (100 & 130 kW)
Bearings	Sealed Ball
Coupling	Flexible Disc (70, 80 & 150 kW) or Gear Drive (100 & 130 kW)
Excitation System	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 24F, 525 CCA (70, 80 & 150 kW) or Group 27F, 700 CCA (100 & 130 kW)
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 80 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 70, 100, 130 & 150 kW

Make	Generac
Model	V-Type
Cylinders	10
Displacement (Liters)	6.8
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	5/4.7 (70, 100, 130 & 150 kW) or 6/5.7 (80 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2300 - 70 kW 2174 - 80 kW 1670 - 100 kW 1950 - 130 kW 2200 - 150 kW
Fan Diameter (in/mm)	22/558.8 (70 kW) or 26/660.4 (80, 100, 130 & 150 kW)
Fan Mode	Pusher (70 kW) or Puller (80, 100, 130 & 150 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	11-14" water column/21-26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

70 • 80 • 100 • 130 • 150 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
QT070	120/240 V, 1Ø, 1.0 pf	67	292	64	267	300
	120/208 V, 3Ø, 0.8 pf	70	243	67	232	300
	120/240 V, 3Ø, 0.8 pf	70	211	67	201	250
	277/480 V, 3Ø, 0.8 pf	70	105	67	101	125
QT080	120/240 V, 1Ø, 1.0 pf	77	333	77	333	400
	120/208 V, 3Ø, 0.8 pf	80	278	80	278	300
	120/240 V, 3Ø, 0.8 pf	80	241	80	240	300
	277/480 V, 3Ø, 0.8 pf	80	120	80	120	150
QT100	120/240 V, 1Ø, 1.0 pf	100	417	89	371	450
	120/208 V, 3Ø, 0.8 pf	100	347	94	326	400
	120/240 V, 3Ø, 0.8 pf	100	301	94	283	350
	277/480 V, 3Ø, 0.8 pf	100	150	94	141	175
QT130	120/240 V, 1Ø, 1.0 pf	130	542	117	488	600
	120/208 V, 3Ø, 0.8 pf	130	451	122	423	500
	120/240 V, 3Ø, 0.8 pf	130	391	122	367	450
	277/480 V, 3Ø, 0.8 pf	130	195	122	183	225
QT150	120/240 V, 1Ø, 1.0 pf	144	625	136	567	700
	120/208 V, 3Ø, 0.8 pf	150	520	142	493	600
	120/240 V, 3Ø, 0.8 pf	150	451	142	427	500
	277/480 V, 3Ø, 0.8 pf	150	225	142	214	250

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
QT070	120/240 V, 1Ø	129	356
	120/208 V, 3Ø	194	471
	120/240 V, 3Ø	168	408
	277/480 V, 3Ø	83	201
QT080	120/240 V, 1Ø	174	435
	120/208 V, 3Ø	186	466
	277/480 V, 3Ø	161	404
QT100	120/240 V, 1Ø	150	413
	120/208 V, 3Ø	186	452
	120/240 V, 3Ø	161	392
	277/480 V, 3Ø	107	261
QT130	120/240 V, 1Ø	236	648
	120/208 V, 3Ø	364	885
	120/240 V, 3Ø	315	767
	277/480 V, 3Ø	161	390
QT150	120/240 V, 1Ø	486	1214
	120/208 V, 3Ø	534	1334
	120/240 V, 3Ø	463	1156
	277/480 V, 3Ø	250	624

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
QT070	Exercise cycle	110	3.1	1.2	4.6	44
	25% of rated load	260	7.4	2.85	10.8	104
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	75% of rated load	696	19.8	7.62	29.1	280
	100% of rated load	1020	29	11.17	42.6	411
	Exercise cycle	95	2.7	1.4	5.51	52
QT080	25% of rated load	549.5	15.6	3.46	13.11	126
	50% of rated load	784.4	22.2	6.62	25.1	241
	75% of rated load	1024.8	29.0	9.24	34.96	336
	100% of rated load	1252.2	35.5	12.78	48.38	465
QT100	Exercise cycle	130	3.7	1.4	5.4	52
	25% of rated load	371	10.5	4.1	15.5	149
	50% of rated load	713	20.3	7.9	29.8	287
	75% of rated load	991	28.2	11	41.5	400
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	25% of rated load	482	13.7	5.3	20	193
	50% of rated load	927	26.3	10.3	38.7	373
QT150	75% of rated load	1292	36.7	14.3	54	520
	100% of rated load	1786	50.8	19.8	74.6	719
	Exercise cycle	155	4.4	1.7	6.5	63
	25% of rated load	556	15.8	6.09	23.2	224
QT150	50% of rated load	1070	30.4	11.72	44.7	431
	75% of rated load	1491	42.4	16.33	62.3	600
	100% of rated load	2061	58.6	22.57	86.1	830

Note: **Fuel pipe must be sized for full load.**

For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG).

For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

70 • 80 • 100 • 130 • 150 kW

operating data

ENGINE COOLING

	70 kW	80 kW	100 kW	130 kW	150 kW
Air flow (inlet air including alternator and combustion air in ft ³ /min)	5200/147.2	5300/150.1	5500/155.7	6450/182.6	7800/220.9
System coolant capacity (gal/liters)	4.5/17	4/15.1	4.5/17	4.5/17	4.5/17
Heat rejection to coolant (BTU/hr)	287,000/302.8	316,000/333.4	342,000/360.8	496,000/523.3	568,000/599.3
Maximum operation air temperature on radiator (°C/°F)	60/150				
Maximum ambient temperature (°C/°F)	50/140				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	205/5.8	143/4	262/7.4	336/9.5	410/11.6
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	64	65	68	69	66
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	74	72	75	79

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	557/15.8	720/20.4	888/25.1	1119/31.7	1535/43.5
Exhaust temperature at muffler outlet (°C/°F)	477/890	796/1465	516/960	521/970	593/1100

ENGINE PARAMETERS

Rated Synchronous rpm	1800	3600	2300	2970	3600
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (70,100,130 & 150)	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (80 kW)	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

CONTROLLER FEATURES

2-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds	Standard 10 sec
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection	Standard
Low Battery Protection	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection	Standard
Common External Fault Capability	Standard
Governor Failure Protection	Standard

If an ATS is used

Drawing #0H7452-D
70 • 80 • 100 • 130 • 150 kW

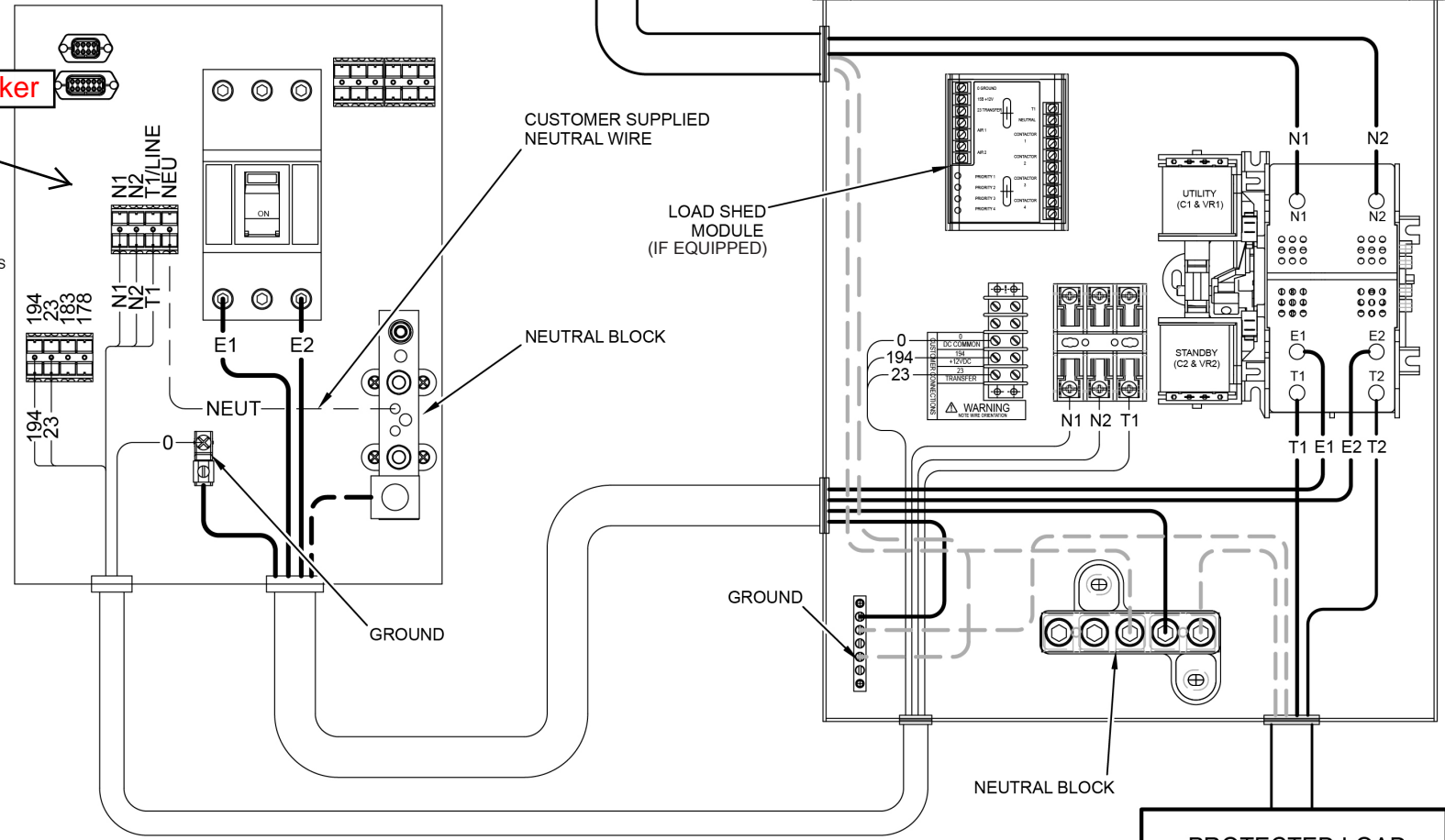
A TYPICAL RESIDENTIAL/COMMERCIAL LIQUID-COOLED GENERATOR CONNECTION PANEL

FEEDER SUPPLY FROM PANEL (REQUIRES 4-WIRE FEEDER)

RTS TRANSFER SWITCH

Generator Breaker

NOTE: MATCH WIRE NUMBERS TO TERMINAL NUMBERS



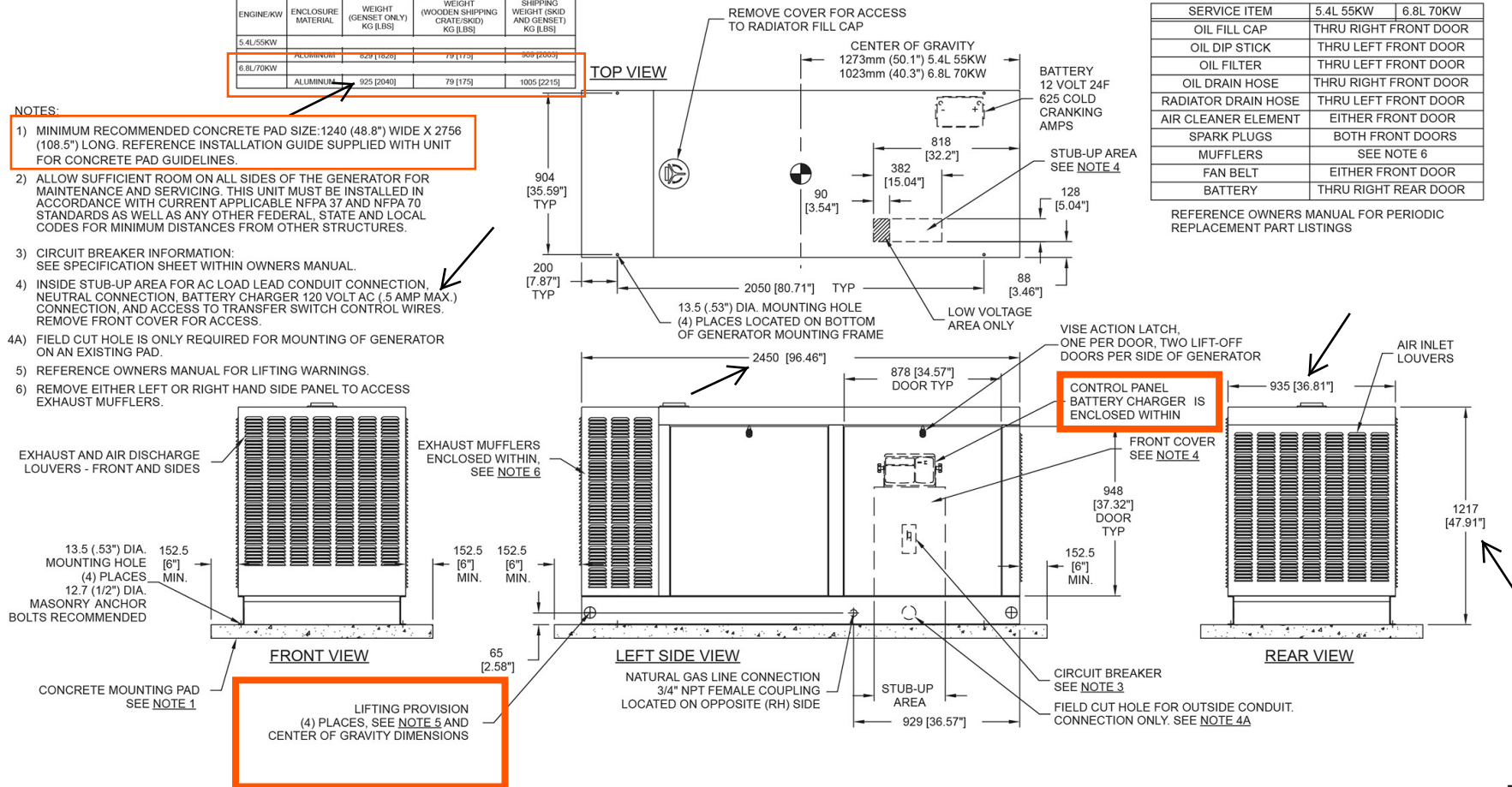
LIQUID COOLED INSTALLATION

Note: Use the generator's specific installation manual and wiring diagrams to verify generator wiring connections, as they may differ slightly from illustration.

WEIGHT DATA			
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT (GENSET ONLY) KG [LBS]	WEIGHT (WOODEN SHIPPING CRATE/SKID) KG [LBS]
5.4L/55KW	ALUMINUM	629 [1326]	79 [175]
6.8L/70KW	ALUMINUM	925 [2040]	79 [175]

SERVICE ITEM ACCESSIBILITY CHART		
SERVICE ITEM	5.4L 55KW	6.8L 70KW
OIL FILL CAP	THRU RIGHT FRONT DOOR	
OIL DIP STICK	THRU LEFT FRONT DOOR	
OIL FILTER	THRU LEFT FRONT DOOR	
OIL DRAIN HOSE	THRU RIGHT FRONT DOOR	
RADIATOR DRAIN HOSE	THRU LEFT FRONT DOOR	
AIR CLEANER ELEMENT	EITHER FRONT DOOR	
SPARK PLUGS	BOTH FRONT DOORS	
MUFFLERS	SEE NOTE 6	
FAN BELT	EITHER FRONT DOOR	
BATTERY	THRU RIGHT REAR DOOR	

- NOTES:
- 1) MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1240 (48.8") WIDE X 2756 (108.5") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - 2) ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES FOR MINIMUM DISTANCES FROM OTHER STRUCTURES.
 - 3) CIRCUIT BREAKER INFORMATION: SEE SPECIFICATION SHEET WITHIN OWNERS MANUAL.
 - 4) INSIDE STUB-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION. NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (.5 AMP MAX.) CONNECTION, AND ACCESS TO TRANSFER SWITCH CONTROL WIRES. REMOVE FRONT COVER FOR ACCESS.
 - 4A) FIELD CUT HOLE IS ONLY REQUIRED FOR MOUNTING OF GENERATOR ON AN EXISTING PAD.
 - 5) REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 - 6) REMOVE EITHER LEFT OR RIGHT HAND SIDE PANEL TO ACCESS EXHAUST MUFFLERS.



REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS

DIMENSIONS: MM [INCH]

Drawing #0F6287-E

STATEMENT OF EXHAUST EMISSIONS

2020 Spark-Ignited Generators

QT and RG Series - SCAQMD Certified, Stationary Emergency

	Model	Engine (L)	EPA Engine Family	Fuel	Catalyst Required	SCAQMD CEP #	EPA Certification #	Grams/bhp-hr.			Rated RPM	BHP	Fuel Flow (lb/hr)	
								THC	NOx	CO				
Small Spark Ignited Engine (SSIE) Small Off-Road Engines (SORE)	RG022	2.4	LGNXB02.42NN	NG	No	Not Required	LGNXB02.42NN-045	2.34	2.15	101.28	1,800	31.83	14.27	
			LGNXB02.42NL	LPV			LGNXB02.42NL-046	1.54	3.76	95.37	1,800	35.63	15.31	
	RG025	1.5	LGNXB01.52NN	NG			LGNXB01.52NN-003	2.87	1.57	133.44	3,600	47.10	20.35	
			LGNXB01.52NL	LPV			LGNXB01.52NL-004	1.99	1.62	134.47	3,600	48.50	19.60	
	RG027	2.4	LGNXB02.42NN	NG			LGNXB02.42NN-045	1.60	1.77	70.06	1,800	38.39	16.52	
			LGNXB02.42NL	LPV			LGNXB02.42NL-046	1.43	4.38	86.18	1,800	43.29	17.59	
	RG030	1.5	LGNXB01.52NN	NG			LGNXB01.52NN-003	2.87	1.57	133.44	3,600	47.10	20.35	
			LGNXB01.52NL	LPV			LGNXB01.52NL-004	1.99	1.62	134.47	3,600	48.50	19.60	
	RG045	2.4	LGNXB02.42L1	NG			457398	LGNXB02.42L1-010	0.62	0.22	1.00	3,600	78.42	30.94
			LGNXB02.42L2	LPV			457398	LGNXB02.42L2-011	0.11	0.48	0.70	3,600	85.51	35.01
	RG048	4.5	LGNXB04.52L1	NG			618432	LGNXB04.52L1-063	0.21	0.05	0.93	1800	72.01	23.70
			LGNXB04.52L2	LPV			618432	LGNXB04.52L2-064	0.02	0.17	0.13	1800	72.00	26.00
	QT070	6.8	LGNXB06.82L1	NG			487844	LGNXB06.82L1-014	0.27	0.15	0.72	1,800	108.35	40.91
			LGNXB06.82L2	LPV			487844	LGNXB06.82L2-015	0.05	0.19	1.35	1,800	111.93	42.30
Large Spark Ignited Engines (LSIE)	QT100	6.8	LGNXB06.82C1	NG	453278	LGNXB06.82C1-052	0.40	0.03	0.63	2,300	148.84	56.24		
			LGNXB06.82C2	LPV	453278	LGNXB06.82C2-053	0.04	0.04	0.30	2,300	162.25	62.90		
	QT130	6.8	LGNXB06.82C1	NG	498304	LGNXB06.82C1-052	0.19	0.02	2.18	3,000	191.87	73.53		
			LGNXB06.82C2	LPV	498304	LGNXB06.82C2-053	0.06	0.11	0.95	3,000	208.26	81.76		
	QT150	6.8	LGNXB06.82C1	NG	483767	LGNXB06.82C1-052	0.12	0.02	1.51	3,600	230.63	90.59		
			LGNXB06.82C2	LPV	483767	LGNXB06.82C2-053	0.04	0.22	0.61	3,600	231.35	90.73		

NG: Natural Gas
LPV: Liquid Propane Vapor

Refer to Page 2 for Definitions and Advisory Notes

STATEMENT OF EXHAUST EMISSIONS

2020 Spark-Ignited Generators

QT and RG Series - SCAQMD Certified, Stationary Emergency

2020 EPA SPARK-IGNITED EXHAUST EMISSIONS DATA

Effective since 2009, the EPA has implemented exhaust emissions regulations on stationary spark-ignited (gaseous) engine generators for emergency applications. All Generac spark-ignited gensets, including SG, MG, QTA, QT and RG series gensets that are built with engines manufactured in 2009 and later meet the requirements of 40CFR part 60 subpart JJJJ and are EPA certified. These generator sets are labeled as EPA Certified with decals affixed to the engines' valve covers.

The attached documents summarize the general information relevant to EPA certification on these generator sets. This information can be used for submittal data and for permitting purposes, if required. These documents include the following information:

EPA Engine Family

The EPA Engine Family is assigned by the Manufacturer under EPA guidelines for certification purposes and appears on the EPA certificate.

Catalyst Required

Indicates whether a three-way catalyst (TWC) and Air/Fuel Ratio control system are required on the generator set to meet EPA certification requirements. Generally, units rated 80kW and smaller do not require a TWC to meet EPA certification requirements. Please note that some units that do not require a TWC to meet EPA requirements do need one if the California SCAQMD option is selected. Please see "California SCAQMD" below for additional information on this option.

Combination Catalyst or Separate Catalyst

SG and MG series generator sets typically utilize a single combination catalyst/silencer as part of meeting EPA certification requirements. Many QT and RG series generator sets use the same engines as SG series units, but have different exhaust configurations that require the use of conventional silencers with additional separate catalysts installed.

EPA Certificate Number

Upon certification by the EPA, a Certificate Number is assigned by the EPA.

Emissions Actuals - Grams/bhp-hr

Actual exhaust emission data for Total Hydrocarbons (THC), Nitrogen Oxides (NOx) and Carbon Monoxide (CO) that were submitted to EPA and are official data of record for certification. This data can be used for permitting if necessary. Values are expressed in grams per brake horsepower-hour; to convert to grams/kW-hr, multiply by 1.341. Please see advisory notes below for further information.

California Units, SCAQMD CEP Number

A separate low-emissions option is available on many Generac gaseous-fueled generator sets to comply with the more stringent South Coast Air Quality Management District requirements that are recognized in certain areas in California. Gensets that include this option are also EPA Certified.

General Advisory Note to Dealers

The information provided here is proprietary to Generac and its' authorized dealers. This information may only be disseminated upon request, to regulatory governmental bodies for emissions permitting purposes or to specifying organizations as submittal data when expressly required by project specifications, and shall remain confidential and not open to public viewing. This information is not intended for compilation or sales purposes and may not be used as such, nor may it be reproduced without the expressed written permission of Generac Power Systems, Inc..

Advisory Notes on Emissions Actuals

- The stated values are actual exhaust emission test measurements obtained from units representative of the generator types and engines described.
- Values are official data of record as submitted to the EPA and SCAQMD for certification purposes. Testing was conducted in accordance with prevailing EPA protocols, which are typically accepted by SCAQMD and other regional authorities.
- No emission values provided are to be construed as guarantees of emissions levels for any given Generac generator unit.
- Generac Power Systems, Inc. reserves the right to revise this information without prior notice.
- Consult state and local regulatory agencies for specific permitting requirements.
- The emissions performance data supplied by the equipment manufacturer is only one element required toward completion of the permitting and installation process. State and local regulations may vary on a case-by-case basis and must be consulted by the permit applicant/equipment owner prior to equipment purchase or installation. The data supplied herein by Generac Power Systems, Inc. cannot be construed as a guarantee of installability of the generator set.
- The emission values provided are the result of multi-mode, weighted scale testing in accordance with EPA testing regulations, and may not be representative of any specific load point.
- The emission values provided are not to be construed as emission limits.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Trevor Taylor

SUBJECT: Proposed Resolution - APN 012-240-06 Drainage Easement

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting an Irrevocable Offer of Dedication for Land for a Drainage Ditch on APN 012-240-06 and a Perpetual Easement to Land Related to the Drainage Ditch," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Public Works Department approved a grading permit for the property owner of APN 012-240-06 in August of 2019 allowing for the relocation of an existing drainage ditch on the subject property in Starlite Estates. The proposed work was completed to the satisfaction of the Inyo County Road Department in February, 2020. The Road Department intends to become responsible for maintenance of the relocated drainage ditch and the offer of dedication and easement considered in the attached Resolution would allow for Road Department maintenance. The Department of Public Works recommends accepting the offers to enable periodic maintenance of the drainage ditch as needed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could reject the offer of dedication and perpetual easement. This is not recommended as the establishment of an easement allowing for Road Department maintenance of the newly relocated drainage ditch will ensure the Road Department has the access required to facilitate adequate drainage and maintain the ditch into the future.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Beach Drainage Ditch Offer Of Dedication Resolution Acceptance

2. Recording Document Exhibit A & Exhibit B
3. Recording Document Exhibit C (location map)

APPROVALS:

Trevor Taylor	Created/Initiated - 7/28/2020
Darcy Ellis	Approved - 7/28/2020
Trevor Taylor	Approved - 7/28/2020
Chris Cash	Approved - 7/30/2020
Marshall Rudolph	Approved - 8/20/2020
Michael Errante	Final Approval - 8/20/2020

RESOLUTION NO. 20-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR LAND FOR A
DRAINAGE DITCH ON APN 012-240-06 AND A PERPETUAL EASEMENT TO
LAND RELATED OF THAT DRAINAGE DITCH

WHEREAS, Robert Beach and Gretchen Beach, as Trustees of the R. Beach & G. Beach Trust dated 3/19/95 (“Mr. and Mrs. Beach”) and as owners of the property located at APN 012- 240-06 (“the Property”), constructed a drainage ditch on the Property and now desire to take the following action:

Pursuant to Government Code section 7050, irrevocably offer for dedication to the County a strip of land 10 feet wide across the Property for the purpose of a drainage channel together with a perpetual, non-exclusive 25’ easement for the purpose of the construction, inspection, excavation, repair, maintenance, operation, and replacement of the drainage channel; and

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that irrevocable offer of dedication; and

WHEREAS, the Board and Mr. and Mrs. Beach have mutually agreed to execute and record the Irrevocable Offer of Dedication, and the Acceptance of Irrevocable Offer of Dedication, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Irrevocable Offer of Dedication from Mr. and Mrs. Beach; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Irrevocable Offer of Dedication on behalf of the Board.

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

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

 Matt Kingsley, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board

Free Recording Pursuant to Government
Code §27382 RECORDING
REQUESTED BY:

COUNTY OF INYO, STATE OF CALIFORNIA
P.O. Drawer Q
168 N. Edwards Street Independence,
CA 93526

AND WHEN RECORDED, RETURN TO:
SAME AS ABOVE

Affecting a portion of APN: 012-240-06

ACCEPTANCE/REJECTION OF IRREVOCABLE OFFER OF DEDICATION

This is to certify that on the motion of Supervisor _____, duly seconded and carried, it was ordered that the IRREVOCABLE OFFER OF DEDICATION executed by Robert Beach and Gretchen Beach on _____ as Trustees of the R. Beach & G. Beach Trust dated 3/19/95 ("Grantors") in favor of the County of Inyo, State of California, is hereby _____ Rejected (reserving the right to accept such Offer at a later date), or _____ Accepted on behalf of said Inyo County and on behalf of the public.

The Clerk of this Board is directed to endorse this instrument and cause it to be recorded in the Official Records of Inyo County.

I hereby certify that the foregoing order was adopted by the Inyo County Board of Supervisors at a meeting of said Board held the _____ day of _____, 2020.

Dated: _____, 2020

Michael Errante,
Director of Public Works County of Inyo

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by the IRREVOCABLE OFFER OF DEDICATION from Robert Beach and Gretchen Beach, as Trustees of the R. Beach & G. Beach Trust dated 3/19/95 to the County of Inyo, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Board of Directors of the County of Inyo pursuant to authority conferred by Resolution No. 20-_____ of the Board of Directors of the County of Inyo on _____, 2020, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Michael Errante
Director of Inyo County Public Works

Free Recording Pursuant to Government
Code §27382 RECORDING
REQUESTED BY:

COUNTY OF INYO, STATE OF CALIFORNIA
P.O. Drawer Q
168N. Edwards Street Independence,
CA 93526

AND WHEN RECORDED, RETURN TO:
SAME AS ABOVE

Affecting a portion of APN: 012-240-06

The undersigned declares:

This is a conveyance to a public entity and, therefore, is exempt from any Documentary Transfer Tax pursuant to Revenue & Taxation Code Section 11922 Property is located in Unincorporated area

**IRREVOCABLE OFFER OF DEDICATION OF FEE PARCEL AND EASEMENT
FOR DRAINAGE PURPOSES**

The undersigned hereby certify that we are the owners of the lands described herein and that we are the only persons whose consent is necessary to pass clear title to such lands; that we irrevocably offer for dedication a drainage ditch and related easement pursuant to California Government Code section 7050 as set forth below. This Offer of Dedication of shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Robert Beach and Gretchen Beach as Trustees of the R. Beach & G. Beach Trust dated 3/19/ 1995 ("Grantors") hereby grant(s) to the County of Inyo, State of California ("Grantee") as follows:

A strip of land ten foot (10'-0") in width for the purpose of a drainage channel in the location described in EXHIBIT A, attached hereto and incorporated herein by reference and depicted in EXHIBIT C attached hereto and incorporated herein by reference ("Fee Parcel"); TOGETHER with a non-exclusive perpetual easement for the purpose of the construction, inspection, excavation, repair, maintenance, operation and replacement of a drainage channel and appurtenances to convey storm water, twenty-five feet (25'-0") in width across the lands of Grantors in the location described in EXHIBIT B, attached hereto and depicted in EXHIBIT C attached hereto and incorporated herein by reference ("Easement Parcel").

DATED: _____

Signed: _____

Robert Beach, Co-Trustee of the
R. Beach & G. Beach Trust dated 3/19/95

Signed: _____

Gretchen Beach, Co-Trustee of the
R. Beach & G. Beach Trust dated 3/19/95

EXHIBIT "A"

AN OFFER OF DEDICATION FOR A DRAINAGE CHANNEL BEING LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 31 EAST, MOUNT DIABLO MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 4 REMAINDER AS SHOWN ON RECORD OF SURVEY NO. 17-007 FILED ON NOVEMBER 1, 2017 IN BOOK 20 OF RECORD OF SURVEYS AT PAGES 7-10, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

1. ALONG THE NORTHERLY LINE OF STARLITE DRIVE AS SHOWN ON SAID RECORD OF SURVEY S 89°16'27" W, 274.01 FEET TO THE NORTHWESTERLY CORNER OF SAID DRIVE; THENCE
2. ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID DRIVE N 00°53'09" W, 10.00 FEET; THENCE
3. ALONG A LINE THAT IS PARALLEL WITH AND 40 FEET NORTHERLY FROM THE CENTERLINE OF STARLITE DRIVE N 89°06'51" E, 274.02 FEET TO THE WESTERLY LINE OF LOT 10 OF STARLITE ESTATES TRACT NO. 3 FILED ON OCTOBER 5, 1971 IN BOOK 2 OF SUBDIVISION MAPS AT PAGES 99-100; THENCE
4. ALONG SAID WESTERLY LINE S 00°54'28" E, 10.77 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 89°16'27" W THE NORTHERLY LINE OF STARLITE DRIVE AS SHOWN ON SAID RECORD OF SURVEY NO. 17-007.

EXHIBIT "B"

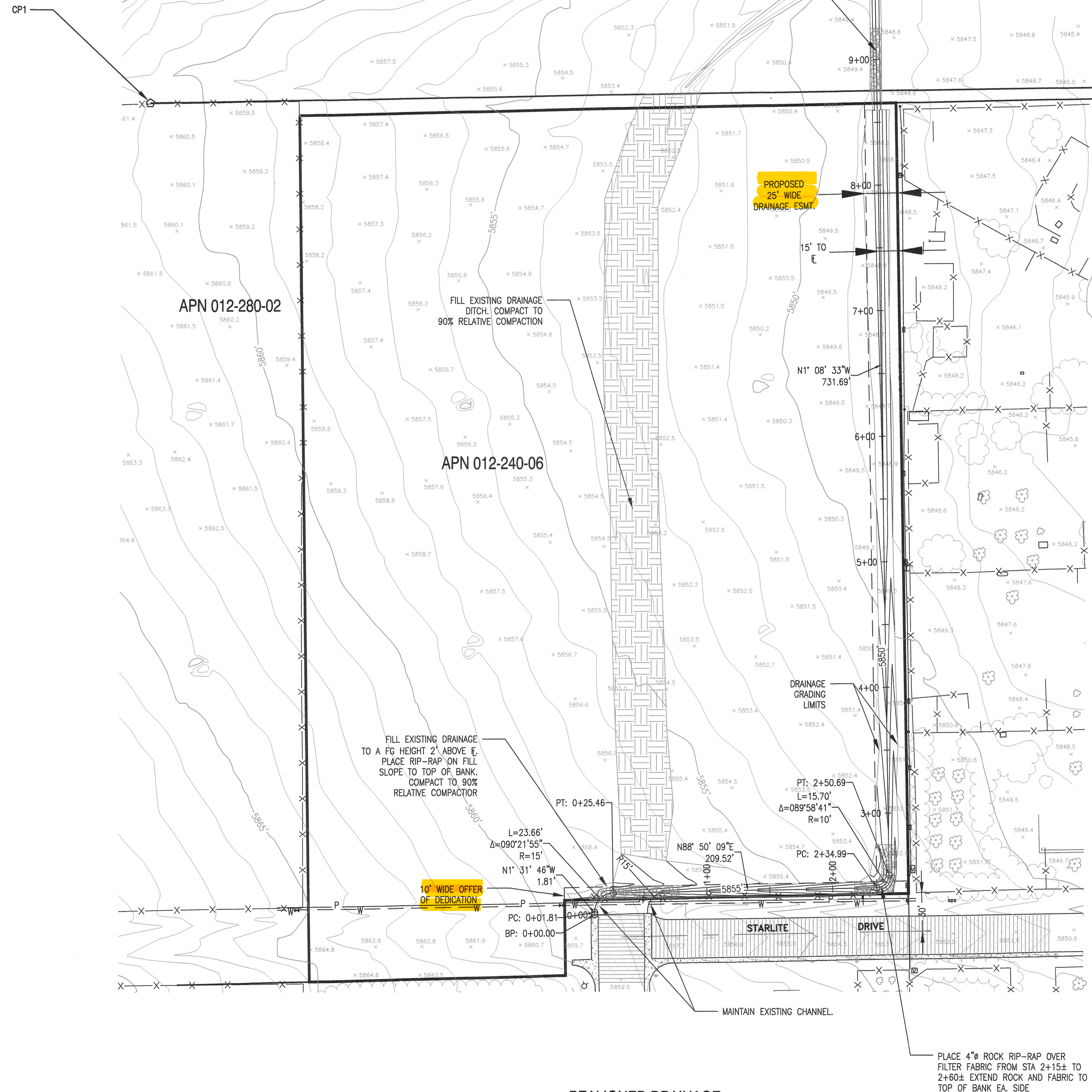
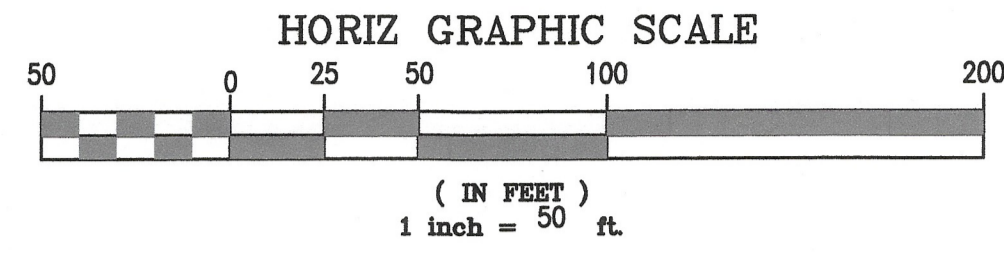
AN EASEMENT FOR A DRAINAGE CHANNEL BEING LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 31 EAST, MOUNT DIABLO MERIDIAN BEING 25 FEET IN WIDTH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 4 REMAINDER AS SHOWN ON RECORD OF SURVEY NO. 17-007 FILED ON NOVEMBER 1, 2017 IN BOOK 20 OF RECORD OF SURVEYS AT PAGES 7-10, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

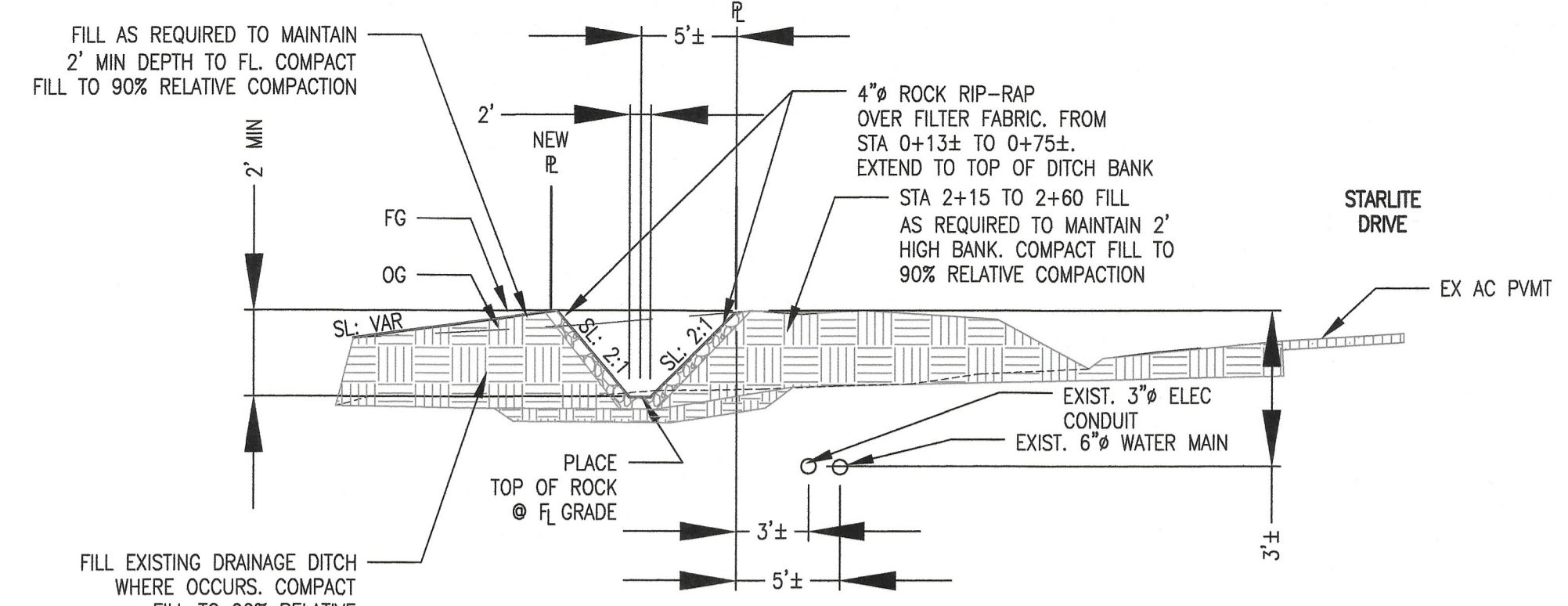
1. ALONG THE EASTERLY LINE OF PARCEL 4 REMAINDER AS SHOWN ON SAID RECORD OF SURVEY, SAID LINE ALSO BEING THE WESTERLY LINE OF STARLITE ESTATES TRACT NO. 3 FILED ON OCTOBER 5, 1971 IN BOOK 2 OF SUBDIVISION MAPS AT PAGES 99-100 N 00°54'28" W, 128.31 FEET TO THE CORNER COMMON TO LOTS 9 AND 10 OF SAID TRACT; THENCE
2. ALONG SAID LINE N 00°54'34" W, 128.32 FEET TO THE CORNER COMMON TO LOTS 8 AND 9 OF SAID TRACT; THENCE
3. ALONG SAID LINE N 00°51'41" W, 128.03 FEET TO THE CORNER COMMON TO LOTS 7 AND 8 OF SAID TRACT; THENCE
4. ALONG SAID LINE N 00°54'46" W, 185.88 FEET TO THE CORNER COMMON TO LOTS 6 AND 7 OF SAID TRACT; THENCE
5. ALONG SAID LINE N 00°42'29" W, 60.07 FEET TO THE NORTHWESTERLY CORNER OF LOTS 6 OF SAID TRACT; THENCE
6. ALONG THE EXTENSION OF SAID LINE N 00°42'29" W, 9.81 FEET MORE OR LESS TO THE NORTHERLY LINE OF PARCEL A OF SAID RECORD OF SURVEY MAP; THENCE
7. ALONG SAID NORTHERLY LINE N 89°23'06" W, 25.00 FEET; THENCE
8. S 00°52'52" E, 640.48 FEET MORE OR LESS TO THE NORTHERLY LINE OF STARLITE DRIVE AS SHOWN ON SAID MAP; THENCE
9. ALONG SAID NORTHERLY LINE N 89°16'27" E, 25.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 89°16'27" W THE NORTHERLY LINE OF STARLITE DRIVE AS SHOWN ON SAID RECORD OF SURVEY NO. 17-007.

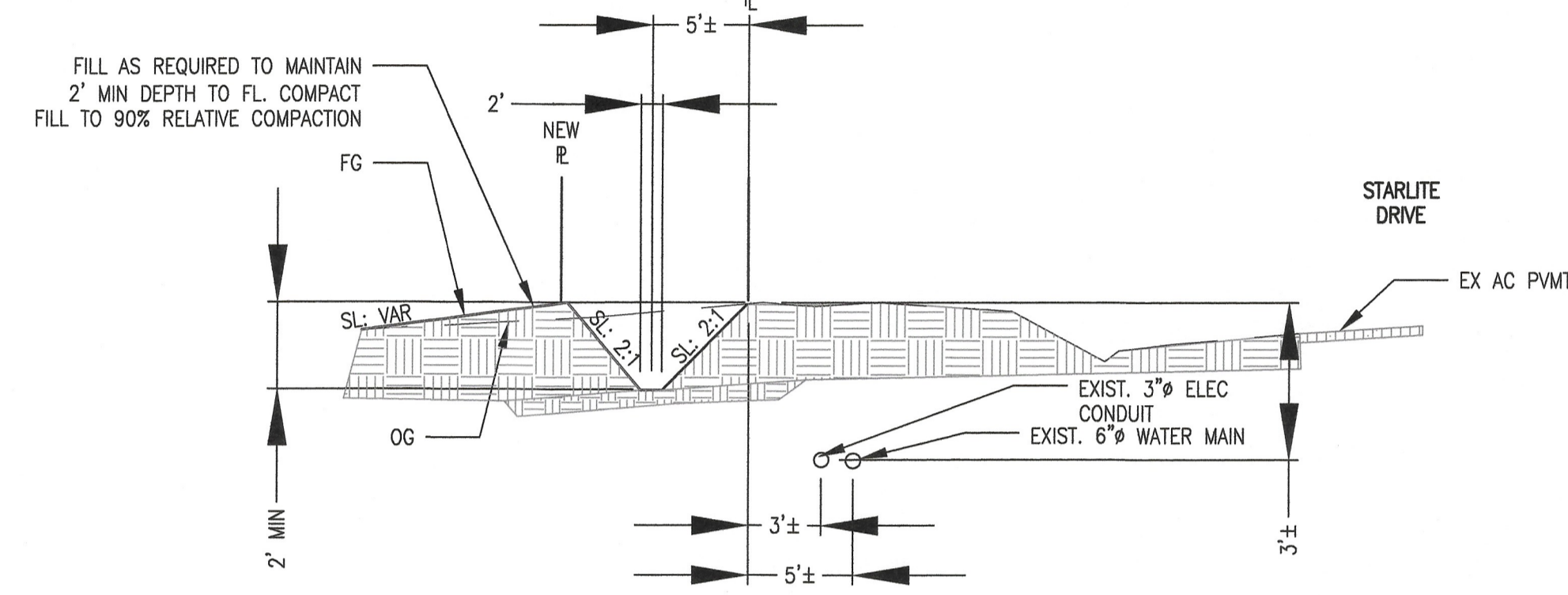
EXHIBIT C



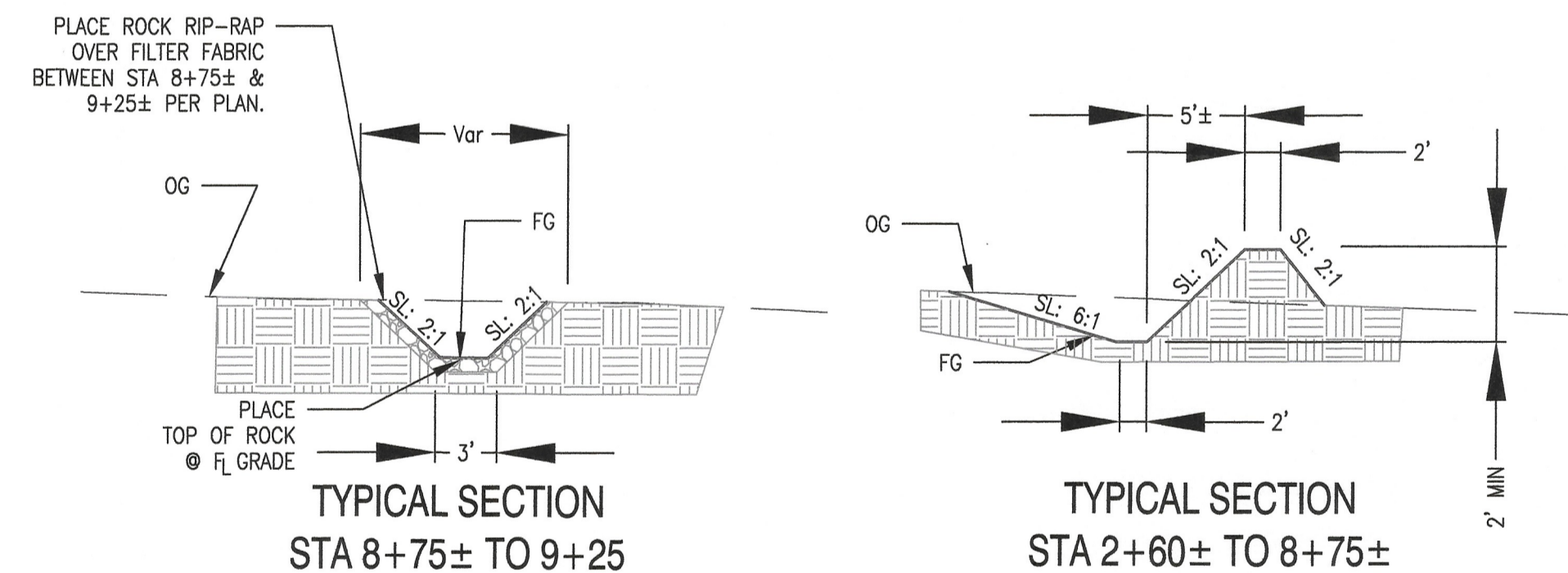
REALIGNED DRAINAGE DITCH PLAN



TYPICAL ROADWAY SECTION
STA 0+13± TO STA 0+75± &
STA 2+15± TO STA 2+60±

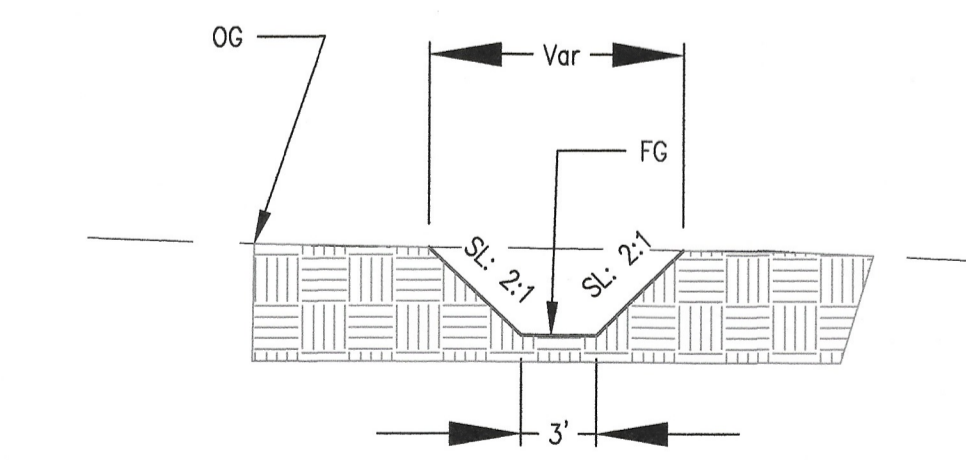


TYPICAL ROADWAY SECTION
STA 0+75± TO STA 2+15±



TYPICAL SECTION
STA 8+75± TO 9+25

TYPICAL SECTION
STA 2+60± TO 8+75±



TYPICAL SECTION
STA 9+25± TO 10+00

QUANTITIES:
REALIGNED DRAINAGE:
EXCAVATION: 400 CY.
EMBANKMENT: 250 CY.
ROCK RIP-RAP: 60 TONS

NOTES:

- Verify location and depth of underground utilities prior to construction of drainage channel.
- Excavated native decomposed granite shall be used for fill along the easterly side on the channel and where otherwise needed.
- Rock rip-rap shall consist of clean coarsely graded angular rock with a maximum diameter of 4".

John Richard LaFond
 REGISTERED PROFESSIONAL ENGINEER
 JOHN RICHARD LAFOND
 No. 27104
 CIVIL
 STATE OF CALIFORNIA
 07/22/2019
 EXP. DATE: 03/31/2021

PROJECT NO:	11-507
HORIZ. SCALE:	1"=50'
VERT. SCALE:	DESIGNED BY: BEAR
DRAWN BY:	BEAR
CHECKED BY:	BEAR
ISSUE DATE:	11/11/2016

DRAINAGE PLAN
 PROPOSED REALIGNMENT PLAN
 TYPICAL SECTIONS

DRAINAGE PLAN
 APN 012-240-06
 ROBERT & GRETCHEN BEACH
 2618 IRENE WAY
 BISHOP, CA 93514

NO.	DATE	REVISION	BY/CHK
1	01-20-17	REV. SLOPE, ADD UTIL	B
2	01-20-19	REV. SEC. ALIGN, NOTES	B
3	06-29-19	REV. SEC. ALIGN, ROCK, NOTES	B

SHEET 2 OF 3



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM:

SUBJECT: Approval of a resolution to grant an easement for a culvert outfall on APN 026-27-010, commonly known as 900 Shahr Avenue

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-38, titled "A Resolution of the Board of Supervisors of the County of Inyo Accepting an Irrevocable Offer of Dedication for a Culvert Easement and Authorization the Execution and Recording the Irrevocable Officer of Dedication of APN 026-27-010 to the County," and authorize the Vice Chairperson to sign.

SUMMARY/JUSTIFICATION:

Inyo County Road Department is planning to reconstruct the washed out portion of McDonald Road and replace the existing undersized current. The County will need an easement on parcel APN 026-27-010 (900 Shahr Avenue) to maintain the outfall of the new culvert.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County has historically maintained the culvert conveying Diaz Creek beneath McDonald Road, but did not have an easement for the downstream side of the culvert (900 Shahr Ave). This culvert was overwhelmed during the spring runoff of 2017, resulting in McDonald Road being partially washed out. Inyo County plans to replace the existing culvert and repair the road, and in the process will rectify the missing easement by this resolution.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this resolution, this is not recommended however as Inyo County Road Department would not legally be able to maintain the outfall without prior permission from the land owners.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Inyo County will pay a nominal fee of \$1 for this easement.
The cost of this easement will be paid out of:
034600 - Road Department
5311 - General Operating

ATTACHMENTS:

1. Culvert Resolution
2. Culvert Easement Deed

APPROVALS:

Jacob Trauscht

Darcy Ellis

Jacob Trauscht

Chris Cash

Marshall Rudolph

Michael Errante

Created/Initiated - 8/17/2020

Approved - 8/18/2020

Approved - 8/18/2020

Approved - 8/19/2020

Approved - 8/19/2020

Final Approval - 8/20/2020

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FOR A CULVERT
EASEMENT AND AUTHORIZING THE EXECUTION AND RECORDING THE
IRREVOCABLE OFFER OF DEDICATION ON APN 026-27-010 TO THE COUNTY**

WHEREAS, Timothy Ray Kingsley and Aileen Marie Kingsley, are the Trustees of the Terri Aileen Wise Family Trust (“the Trust”); and

WHEREAS, the Trust is the owner of the property located at APN 026-27-10 and commonly known as 900 Shahar Avenue, Lone Pine, CA 93545 (“the Property”); and

WHEREAS, Timothy Ray Kingsley and Aileen Marie Kingsley, in their capacity as Trustees of the Trust, desire to grant from the Trust to the County of Inyo (“County”) an easement for culvert construction and maintenance over a small strip of land located on the east and south edges of the Property and more particularly described in Exhibit A to the Irrevocable Offer of Dedication for a Culvert Easement that is attached hereto as Exhibit 1;

WHEREAS, the County Board of Supervisors and Timothy Ray Kingsley and Aileen Marie Kingsley, in their capacity as Trustees of the Trust, have mutually agreed to execute and record the Irrevocable Offer of Dedication for a Culvert Easement to achieve the transfer set out above.

NOW, THEREFORE, BE IT RESOLVED that

1. The Board of Supervisors approves and accepts the Irrevocable Offer of Dedication for a Culvert Easement from the Trust to the County of Inyo;
2. The Board of Supervisors authorizes its Vice Chairperson to execute the Irrevocable Offer of Dedication for a Culvert Easement on behalf of the County;
3. The Board of Supervisors authorizes its Vice Chairperson to sign a Certificate of Acceptance, pursuant to Government Code § 27281, for the recording of the Irrevocable Offer of Dedication for a Culvert Easement;
4. The Board of Supervisors approves the payment of \$1 to the Trust, as consideration for the rights granted to the County via the Irrevocable Offer of Dedication for a Culvert Easement;

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

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

Jeff Griffiths
Vice Chairperson, Inyo County Board of
Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

<p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p>	<p style="text-align: right;">Above space for Recorder's Use Only</p>
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IRREVOCABLE OFFER OF DEDICATION FOR A CULVERT EASEMENT

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This Irrevocable Offer of Dedication for a culvert easement is made pursuant to California Government Code section 7050 as further set forth below. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. This Offer for Dedication is made this _____ day of _____, 2020, by Aileen Marie Kingsley and Timothy Ray Kingsley, in their capacity as Trustee of the Terri Aileen Wise Family Trust (hereinafter "Grantor"), to the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantor is the owner of land commonly known as 900 Shahar Avenue, Lone Pine, CA 93545 (APN 026-27-010) (hereinafter "the Property");

WHEREAS, Grantee is conducting certain realignment and re-construction work on McDonald Road in the Alabama Hills area of Lone Pine, California, which borders the Property on its west side;

WHEREAS, in the process of conducting this realignment and construction work, it has become necessary to shift the placement of a culvert for the conveyance of the waters of Diaz Creek to a location that encroaches on Grantor's Property;

WHEREAS, the culvert will encroach on Grantor's Property as described in Exhibit A, which by this reference is made a part hereof (hereinafter the "Culvert Easement Zone").

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Pursuant to California Government Code section 7050, Grantor hereby grants to Grantee a permanent easement and right-of-way over the Culvert Easement Zone for the purpose of placing and maintaining an underground culvert;
2. Within the Culvert Easement Zone, Grantee shall have all powers, rights, and responsibilities as set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to culverts;

3. Grantor recognizes and consents that by granting an easement to Grantor to place a culvert underground in the Culvert Easement Zone, Grantor is also permitting Grantee to pass over, through, and upon the Culvert Easement Zone for the purpose of maintaining the underground culvert. Maintenance activities by Grantee may include, but are not limited to, removing vegetation, excavating, concrete work, backfilling, and general grading.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Irrevocable Offer of Dedication for a culvert easement on the dates indicated below.

Dated: _____
Aileen Marie Kingsley, in her capacity as
Trustee of the Terri Aileen Wise Family Trust

Dated: _____
Timothy Ray Kingsley, in his capacity as
Trustee of the Terri Aileen Wise Family Trust

Dated: _____
Michael Errante
Director, Inyo County Public Works

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this IRREVOCABLE OFFER OF DEDICATION FOR A CULVERT EASEMENT between Aileen Marie Kingsley and Timothy Ray Kingsley, in their capacity as Trustees of the Terri Aileen Wise Family Trust, and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-_____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Vice Chairperson, Inyo County Board of Supervisors



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Marshall Rudolph

SUBJECT: Consideration of Urgency Ordinance Related to the Enforcement of Orders Pertaining to COVID-19

RECOMMENDED ACTION:

Request Board introduce, read title, waive further reading, and potentially enact a proposed urgency ordinance titled "An Urgency Ordinance of the Board of Supervisors, County of Inyo, State of California, Adopting Criminal and Civil Administrative Enforcement Mechanisms to Discourage and Penalize Violations of Orders Pertaining to the COVID-19 Pandemic" (*4/5th vote required*).

SUMMARY/JUSTIFICATION:

Inyo County has recently experienced a large uptick in its number of COVID-19 cases, resulting in the County being placed on the State's Monitoring List. While Inyo County staff has been hard at work enforcing the state and county's COVID-19-related rules, regulations, and orders since the start of the pandemic, Inyo County's recent placement on the Monitoring List has created an urgent need for additional enforcement mechanisms.

By and large, County staff has been very pleased with the efforts of residents and local businesses to comply with all of the state and county COVID-19 orders. However, there have been a few notable exceptions, and given the extraordinarily contagious nature of the coronavirus, all it takes is one noncompliant business or one prohibited gathering for multiple new COVID-19 cases to take root. With Inyo County seeing rising case numbers, the need to discourage violations and efficiently punish those who violate COVID-19 orders has become extremely urgent. This urgency ordinance does just that by creating criminal and civil (administrative) enforcement mechanisms and penalties for violations of COVID-19 orders. Civil and/or criminal penalties can be pursued with respect to a given violation.

Specifically, the civil/administrative enforcement system creates a two-tiered process in which a violator will first receive an Administrative Citation. The Citation notifies the responsible party of violation and provide them with a maximum of 24 hours to come into compliance. If the violation is not corrected in that time, then the violator will receive a formal Notice Imposition of Administrative Penalty, which will impose a monetary penalty of \$2,000 per day for violations involving commercial activity and \$500 per day for other, non-commercial violations. The violator will then have a chance to appeal the Notice, if they so choose.

With respect to criminal enforcement, the ordinance makes willful violation of or failure to comply with a state or local COVID-19 Order (as defined) a misdemeanor, while allowing the district attorney to charge a given violation as an infraction in his or her discretion. (The decision of whether to prosecute any alleged criminal violation is in the district attorney's discretion.) The ordinance also authorizes the County Health Officer and certain designated Public Health employees to "arrest" or issue written notices to appear (criminal citations) for such

violations. The Inyo County District Attorney (Tom Hardy) was consulted and provided input regarding the proposed ordinance and its criminal enforcement provisions.

As always, Inyo County's enforcement efforts will remain focused on education and obtaining voluntary compliance. However, in the few situations where education and informal discussions are insufficient, staff believes that these criminal and administrative enforcement systems are urgently needed to protect the public from the dangers of the coronavirus.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not enact this ordinance. However, this is not recommended, as staff believes that this ordinance is urgently needed to protect the public from the dangers of the coronavirus.

OTHER AGENCY INVOLVEMENT:

Health and Human Services, District Attorney

FINANCING:

ATTACHMENTS:

1. Enforcement Ordinance - FINAL

APPROVALS:

Grace Chuchla	Created/Initiated - 8/19/2020
Darcy Ellis	Approved - 8/20/2020
Grace Chuchla	Approved - 8/20/2020
Leslie Chapman	Approved - 8/20/2020
Meaghan McCamman	Approved - 8/20/2020
Clint Quilter	Final Approval - 8/20/2020

ORDINANCE NO. 2020-___

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING CRIMINAL AND CIVIL ADMINISTRATIVE ENFORCEMENT MECHANISMS TO DISCOURAGE AND PENALIZE VIOLATIONS OF ORDERS PERTAINING TO THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Inyo County Public Health Officer declared a local health emergency due to the COVID-19 pandemic. The Board of Supervisors ratified that declaration on March 17, 2020; and

WHEREAS, on March 17, 2020, pursuant to Government Code section 8630, the Inyo County Board of Supervisors proclaimed a local emergency due to the COVID-19 pandemic; and

WHEREAS, in light of the COVID-19 pandemic and Governor Newsom's emergency proclamation, on March 12, 2020, the Governor issued Executive Order N-25-20, ordering residents to heed any order by local public health officials, “including but not limited to the imposition of social distancing measures, to control the spread of COVID-19”; and

WHEREAS, in May 2020, Governor Newsom permitted various counties in California to begin a phased reopening via an attestation process; and

WHEREAS, following this phased reopening, in mid-June 2020, Inyo County—like much of the rest of California—began to see an increase in the amount of positive COVID-19 cases within the County; and

WHEREAS, in August 2020, Inyo County’s count of COVID-19 cases has risen from 51 cases at the start of the month to 148 cases as of mid-August; and

WHEREAS, such case number increases are traced to non-compliance by members of the public with applicable Health Orders such as the State Public Health orders prohibited gatherings and the County Health Officer’s Orders requiring face-coverings; and

WHEREAS, there is an urgent need to deter continued non-compliance by enacting an ordinance establishing and authorizing a fuller array of civil and criminal penalties for violations of such health orders: and

WHEREAS, a violation of the Governor's Executive Order N-25-20 is a

misdemeanor pursuant to California Government Code section 8665; and

WHEREAS, California Health and Safety Code sections 120275 and 120295 make it a misdemeanor to violate certain sections of the Health and Safety Code; and

WHEREAS, California Government Code section 25132 makes it a misdemeanor to violate any county ordinance unless by ordinance it is made an infraction; and

WHEREAS, California Government Code section 53069.4 provides authority to the Inyo County Board of Supervisors to set administrative penalties for violation of any ordinance enacted by the Inyo County Board of Supervisors; and

WHEREAS, establishing administrative penalties as a mechanism to enforce the orders of the Inyo County Health Officer on an urgency basis is necessary for such remedy to be effective and useful; and

WHEREAS, the administrative penalties will provide an additional enforcement mechanism that will augment the County's ability to respond to, punish, and deter violations of health orders and thereby combat the COVID-19 pandemic.

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

SECTION 1. Findings and Purpose.

The Board of Supervisors of the County of Inyo finds and declares all of the following:

- A. In order to address the immediate threat to the public peace, health, safety and welfare, this ordinance helps to ensure that the orders of the County Health Officer, issued for the purpose of controlling the spread of the COVID-19 virus, are followed by providing criminal and administrative enforcement mechanisms to punish violations of the County Health Officer orders and state-level orders issued in response to the COVID-19 pandemic.
- B. These additional enforcement mechanisms are designed to bolster County staff's efforts to enforce the Health Officer's orders and to enhance the County's ability to control the spread of COVID-19.
- C. The Board of Supervisors finds that the violation of any COVID-19 Order should constitute a violation of this Ordinance and be subject to criminal penalties under California Government Code section 25132.
- D. In addition to creating criminal penalties, pursuant to Section 53069.4 of the California Government Code, the Board of Supervisors elects to create an administrative penalty and hearing process for the purpose of enforcing the orders of

the County Health Officer that are issued for the purpose of controlling the spread of the COVID-19 virus.

- E. The potential damage caused by a violation of an order of the Health Officer demands a substantial penalty so as to provide an effective and significant deterrent to violating such orders.

SECTION 2. Definitions.

- A. "Board" means the Inyo County Board of Supervisors.
- B. "County" means the county of Inyo.
- C. "Days" means calendar days.
- D. "COVID-19 Order" means an order of the County Health Officer issued pursuant to the Local Health Emergency declared by the Inyo County Public Health Officer on March 16, 2020, an executive order issued by the Governor of the State of California, or an order of the California Department of Public Health issued in response to the COVID-19 pandemic.
- E. "Responsible Party" means an individual or legal entity, or the agent or legal guardian of such individual or entity, whose action or failure to act violated a COVID-19 Order.

SECTION 3. Adoption of County Health Officer Orders as County Law.

All COVID-19 Orders are hereby incorporated into this ordinance as the law of the County of Inyo.

SECTION 4. Penal Code Section 836.5 Authorization.

Pursuant to California Penal Code section 836.5(d), the Board hereby finds that the following Inyo County employees have a duty to enforce the provisions of this Ordinance and the Board does hereby authorize them to arrest persons violating this Ordinance (or issue a written notice to appear) pursuant to and in accordance with California Penal Code section 836.5:

- A. The Inyo County Health Officer, or his/her deputy or designee
- B. The Inyo County Director of Health and Human Services, or his/her deputy or designee
- C. The Inyo County Deputy Director of Health and Human Services, or his/her deputy or designee
- D. The Inyo County Deputy Director of Public Health, or his/her deputy or designee
- E. The Inyo County Director of Environmental Health, or his/her deputy or designee

SECTION 5. Violation and Enforcement – Criminal Penalties.

Every person who willfully violates or fails to comply with a COVID-19 Order as defined in Section 2 of this Ordinance is guilty of a misdemeanor. Pursuant to Government Code section 25132(a), the district attorney, in his or her discretion, may elect to prosecute such an offense as an infraction.

SECTION 6. Violation and Enforcement – Administrative Penalties.

In addition to the creation of criminal penalties as set forth in Section 5 of this Ordinance, it is the intent of the Board to create a civil administrative enforcement mechanism, pursuant to California Government Code section 53069.4, to punish and discourage violations of COVID-19 Orders. This administrative penalty system shall proceed as follows:

- A. **Step 1:** Any Responsible Party violating any provision of a COVID-19 Order may be issued an Administrative Citation (“Citation”) by any County employee, elected official, or representative. The Citation shall provide the Responsible Party with a period of time not to exceed 24 hours in which to abate the violation. The individual issuing the Citation may require that the Responsible Party immediately abate the violation if the Responsible Party’s actions constitute a sufficiently serious and immediate threat to public health or safety. The time period for abatement shall begin to run upon the completion of service of the Citation.
- B. The County employee, elected official, or representative may issue a Citation for a violation not committed in their presence, if they determine through investigation, including but not limited to credible input from County staff, that the Responsible Party did commit or is otherwise responsible for the violation.
- C. **Step 2:** If a County employee, elected official, or representative discovers or otherwise determines that a violation of a COVID-19 Order has continued beyond the time period for abatement stated in the Citation, then the County employee, elected official, or representative may issue a Notice of Imposition of Administrative Penalty (“Notice”) to the Responsible Party that requires that imposes an administrative penalty pursuant to this Ordinance and that mandates compliance with the relevant COVID-19 Order.
- D. Administrative penalty amounts are hereby established as follows:
 - 1) The amount of the administrative penalty for each violation involving a non-commercial activity shall be \$500.00.
 - 2) The amount of the administrative penalty for each violation involving a commercial activity shall be \$2,000.00.
 - 3) Each and every day during which a Responsible Party violates a COVID-19 Order constitutes a separate and distinct offense, each of which may be subject to a separate penalty.
- E. The administrative penalty becomes effective and due immediately upon issuance of

the Notice. The Responsible Party has thirty (30) days from the date of service of the Notice to pay the penalty in the absence of a timely submitted request for an administrative hearing to appeal the Notice.

SECTION 7. Form and Service for Documents Related to Administrative Penalties.

- A. The Citation shall contain the following information:
- 1) The name and address of the Responsible Party;
 - 2) The date and address or description of the location where the violation occurred;
 - 3) Reference to the COVID-19 Order that constituted the violation, including reference to the paragraph number containing the provision violated and the date of issuance of the COVID-19 Order;
 - 4) A brief description of the violation;
 - 5) The time period by which the violation must be abated;
 - 6) The potential amount of the administrative penalty that will be imposed if the violation is not so abated;
 - 7) The signature of the individual issuing the Citation along with the date of issuance of the Citation.
- B. The Notice shall contain all of the information described in subsection (A) (which may be satisfied by referencing and attaching a copy of the Citation), a statement of the amount of penalty imposed, and identification of appeal rights and a description of how to appeal.
- C. Any Citation or Notice issued pursuant to this ordinance shall be served upon the Responsible Party pursuant to Section 8.

SECTION 8. Service Procedures.

Documents issued pursuant this Ordinance shall be served on the Responsible Party via any of the following methods:

- A. **Personal service:** due to social distancing requirements, personal service may be accomplished by setting the document(s) down near the Responsible Party and stating, in a voice loud enough to be heard by the Responsible Party, that the document(s) are for the Responsible Party, if the Responsible Party subsequently either picks up the document(s) or makes an indication that they understand that the document(s) are intended for them.
- B. **Posting and Mailing:** posting and mailing requires both of the following:
- 1) Posting the document(s) on any real property within the County in which the County has knowledge that the Responsible Party has a legal interest, or at the location at which the violation occurred. Posting shall be placed in a position that is likely to catch the attention of a person entering the

property, including but not limited to a front door, gate, or near a mailbox; and

- 2) Mailing the document(s) by overnight mail, postage prepaid, to the address that the citation was posted, or to any other mailing address of the Responsible Party that is known to the County if the County reasonably believes that such mailing address will be at least as effective at reaching the Responsible Party, including but not limited to an address provided by a Responsible Party in a request for appeal. If overnight mail becomes unavailable during the COVID-19 pandemic, first class regular mail shall suffice, and shall not affect the date on which service is deemed complete.

C. **By Mail:** service by mail may be accomplished by sending the document(s) by first class mail, postage prepaid, to the location that the violation occurred, or to any other mailing address of the Responsible Party that is known to the County if the County reasonably believes that such mailing address will be at least as effective at reaching the Responsible Party, including but not limited to an address provided by a Responsible Party in a request for appeal.

D. **Electronic Service:** Per written agreement of the Responsible Party and the County, the parties may agree to exchange documents via email on such terms as agreed by the parties.

Service shall be complete at the time of personal or electronic service, or one day after posting and mailing, or five days after service by mail.

If the County has made at least three good faith attempts to serve a Responsible Party but cannot complete service due to willful efforts by the Responding Party to avoid being served, then service shall be deemed complete five days after the issuance of the document to be served, regardless of whether or not the Responsible Party has actually been served.

SECTION 9. Procedure to Appeal a Notice of Imposition of Administrative Penalty.

- A. Any recipient of a Notice of Imposition of Administrative Penalty (“Notice”) who is identified as a Responsibly Party may contest the Notice via the appeal process described below.
- B. To appeal the Notice, the recipient must give notice to the County within five (5) days from the date of service of the Notice that they are appealing the Notice. The notice to the County shall be made in writing bearing the title "Appeal of Notice of Imposition of Administrative Penalty" and must contain the following information:
 - 1) the name, address and phone number of the appellant;
 - 2) sufficient information to identify the Notice;
 - 3) the grounds on which the Notice is being contested;
 - 4) all information, including copies of any exhibits, that supports the grounds for appealing the Notice.

- C. If appellant does not submit a timely request to the County for an appeal, the Notice shall become the final administrative order.
- D. If a request for appeal is timely received by the County, the Inyo County Director of Emergency Services will select an individual to sit as a Hearing Officer to hear the appeal. This individual may be a resident of Inyo County, an elected official, or a County employee who has had no prior involvement in the Notice being appealed.
- E. The Director of Emergency Services will provide notice to the appellant that specifies the date, time and location of the hearing. Notice may be served by any of the methods described in Section 8. If by mail, such notice shall be placed in the mail no later than fifteen (15) days prior to the hearing. All hearings may be conducted telephonically or via videoconference if social distancing requirements prevent in-person hearings.
- F. Prior to the hearing in front of the Hearing Officer, the County will provide the Hearing Officer with any documents the appellant has provided to the County in accordance with Section 9.B above, along with any additional documents that the County believes are relevant and supportive of its case. The appellant shall also have the right to provide to the Hearing Officer any documents that they believe are relevant to the Citation being appealed either before or during the hearing. If the Hearing Officer communicates with either side for the purpose of seeking additional documents, asking questions, or for any other purpose that is relevant to the hearing proceedings, the Hearing Officer shall ensure that both parties are included in the communication.

SECTION 10. Hearing Procedure.

- A. The parties to the appeal are (1) the appellant if the Notice is issued to an individual, or the primary owner(s) of an entity if the Notice is issued to an entity, and (2) the Inyo County Health Officer, who may designate a County employee(s) to attend the hearing on the Health Officer's behalf.
- B. The appellant may present written and oral evidence to support the stated grounds for their appeal.
- C. The formal rules of evidence shall not apply to the hearing, but the Hearing Officer shall ensure that all evidence presented is relevant, material, and of the type that would be relied upon by a reasonable person. The contents of the county's file shall be accepted into evidence. The Citation shall be admitted as prima facie evidence of the facts stated therein.
- D. Parties may be represented by counsel at the hearing.

- E. The Hearing Officer shall independently consider the facts of the case and shall draw their own independent conclusions as to the merit of the appeal; i.e., the appeal shall be heard de novo.
- F. Upon conclusion of the hearing and receipt of information and evidence, the Hearing Officer may immediately render a decision or take the matter under submission and later render a decision; provided, however, that the Hearing Officer must always prepare a written decision as required by Section 12.

SECTION 11. Administrative Order.

- A. At the conclusion of the hearing before the Hearing Officer, the Hearing Officer shall determine whether to uphold or deny the appeal based on the contested grounds, and shall state the reasons for that decision in a written order.
- B. If the Hearing Officer denies the appeal in whole or in part, then the penalty amount identified in the Notice, or as otherwise adjusted by the Hearing Officer, shall be immediately due and payable to the County upon service of the written decision of the Hearing Officer.
- C. If the Hearing Officer upholds the appeal based on one or more of the contested grounds, the Hearing Officer shall order the Notice dismissed, and the Notice will be deemed withdrawn by the County.
- D. The Hearing Officer shall provide a copy of the written decision and administrative order to County, and County shall serve the Hearing Officer's decision and order to appellant either personally or by first class United States mail, postage prepaid. If applicable, the written decision and administrative order shall inform the appellant of the right to seek judicial review per Cal. Government Code section 53069.4(b)(1)
- E. The Hearing Officer's written decision and order shall constitute the final administrative order of the County.

SECTION 12. Nonexclusivity and Election of Proceedings.

This ordinance provides for enforcement proceedings that are supplemental to all other enforcement proceedings provided by local, state, or federal law, whether administrative, civil or criminal in nature. As such, the provisions of this ordinance may be utilized alone or in conjunction with other remedies. The election to employ one or more proceedings provided by this ordinance shall be at the sole discretion of the County and its authorized employees and officers (including the District Attorney), and shall be without prejudice to the County choosing to also proceed simultaneously or subsequently by pursuing different enforcement proceedings with respect to the same violation.

SECTION 13. Grant of Authority to County Counsel.

The Office of the County Counsel is hereby authorized to file a civil action in court on behalf of the County to enjoin any violation(s) of this Ordinance or the COVID-19 Orders and to obtain other appropriate relief needed to cease and abate such violations, as well as to recover all associated County costs, attorneys' fees, and any fines or penalties imposed. No further Board of Supervisors' authorization or permission to initiate litigation is required to enforce violations of this Ordinance or the COVID-19 Orders.

SECTION 14. Severability.

The provisions of this ordinance are separate and severable. If any provision of this ordinance is for any reason held by a court to be unconstitutional or invalid, the Board declares that it would have passed this ordinance irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 15. Declaration of Urgency and Effective Date.

This ordinance shall take effect immediately as an urgency ordinance, and shall be applicable as of August 25, 2020, the date of approval of this ordinance. This is based on the Board of Supervisors finding that this ordinance is adopted in compliance with Government Code section 25123 and that it is necessary for the protection of the public peace, health, safety and welfare.

Specifically, the Board of Supervisors hereby finds that violations of State and County Health Officer orders that are intended to control of the spread of COVID-19 present an immediate threat to the public peace, health, and safety because they increase the likelihood that the COVID-19 virus will spread throughout Inyo County in a manner that may overwhelm our health care systems, that may lead to injury and death, and that may have devastating consequences for Inyo County's economy should increased infections force additional business closures. These potential consequences that stem from the increased spread of COVID-19 have recently become far more acute and concrete as state mandates have forced businesses to shut down certain operations for a second time due to increased COVID-19 infections throughout the state and Inyo County. By providing an additional avenue for County personnel to identify and punish violations of the County Health Officer Orders, the Board of Supervisors hereby finds that this ordinance will encourage the effective, broad, and swift enforcement of the orders of the County Health Officer in a manner that will protect the public peace, health, and safety of Inyo County.

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

AYES: _____
NOES: _____
ABSTAIN: _____

ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis,
Assistant Clerk of the Board



County of Inyo



Agricultural Commissioner

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: August 25, 2020

FROM: Nathan Reade

SUBJECT: Crop and Livestock Report for 2019

RECOMMENDED ACTION:

Request Board receive a presentation on the 2019 Annual Crop and Livestock Report.

SUMMARY/JUSTIFICATION:

This will be a general review of the 2019 annual crop and livestock report, which is submitted in accordance with section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono Counties economy

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Annual Crop and Livestock Report 2019

APPROVALS:

Jennifer Sarten
Darcy Ellis
Jennifer Sarten
Nathan Reade

Created/Initiated - 8/11/2020
Approved - 8/11/2020
Approved - 8/14/2020
Final Approval - 8/18/2020

2019

INYO AND MONO COUNTIES CROP AND LIVESTOCK REPORT



Counties of Inyo and Mono Agricultural Commissioner's Office 2019 Crop and Livestock Report

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DEPARTMENT STAFF

Agricultural Commissioner/Director of Weights & Measures

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COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Karen Ross, Secretary
California Department of Food and Agriculture

Val Dolcini, Director
California Department of Pesticide Regulation

The Honorable Board of Supervisors,
County of Inyo

The Honorable Board of Supervisors,
County of Mono

Matt Kingsley, Chair

Stacy Corless, Chair

Rick Pucci

Mark Tillemans

Bob Grdner

John Peters

Jeff Griffiths

Dan Totheroh

Jennifer Kreitz

Fred Stump

I am pleased to present the 2019 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. These values reflect gross agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2019 totaled \$56,138,000, representing an increase of 4.3% over 2018 production values. It is important to note that despite overall increases over three consecutive years, our local industry still has a long way to go to recover from losses incurred in the extended 2011-2016 drought.

The two most significant commodity groups for both counties continue to be livestock and livestock products, and field crops. Pricing was slightly down for cattle in both counties, but Inyo posted somewhat higher production values over 2018, with Mono reporting somewhat lower production. In Inyo County, the increases in these two commodity groups coupled with an increase in the nursery products group led to an overall 10% growth in production value. Total production in Inyo was valued at \$23,600,000. Mono County saw a mixed bag of increases and decreases netting an increase of 1% over 2018. Mono County's overall production value was \$32,538,000.

I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade
Agricultural Commissioner

Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

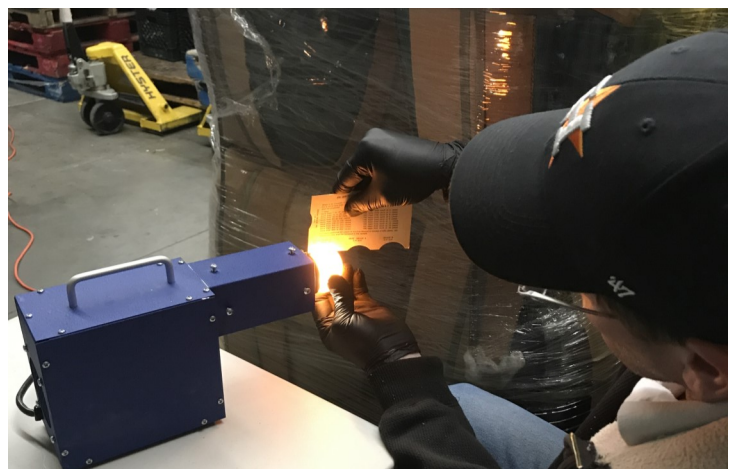
Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.



Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Bureau of Cannabis Control as well as the CDFA CalCannabis to regulate local cannabis businesses.



2019

Inyo County Crop and Livestock Statistics

Inyo County General Information

County Seat:	Independence
County Population:	18,546 (2010 census)
Land Area:	10,142 sq. miles
Population Density:	1.83 persons per sq. mile
Highest Elevation:	14,505 ft. (Mount Whitney)
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)

Average Climate

	High	Low
Bishop:	98°	22°
Death Valley:	115°	37°

Unincorporated Areas

Big Pine	Olancho
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

Land Ownership

Federal:	92.0%
City of Los Angeles:	3.9%
State of California:	2.4%
Private:	1.7%

Incorporated Cities

Bishop



LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2019	Head	8,550	\$1,181	\$10,098,000	▲ 9%
	2018		8,230	\$1,182	\$9,300,000	
Sheep & Lambs*	2019	Head	4,100	\$171	\$701,000	▲ 1%
	2018		4,410	\$158	\$697,000	
Eggs	2019	Dozen	2,700	\$4.00	\$10,800	▼ 30%
	2018		3,250	\$4.75	\$15,400	
Wool	2019	Lbs	35,150	\$2.74	\$96,000	▼ 8%
	2018		37,000	\$2.82	\$104,000	
Miscellaneous**	2019				\$155,000	▼ 55%
	2018				\$347,000	
Total Value				2019	\$11,061,000	▼ 2%
				2018	\$11,269,000	

* Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2019	Ton	16,440	\$201	\$3,304,000	▼ 1%
	2018		16,200	\$206	\$3,337,000	
Pasture, Irrigated	2019	Acre	14,000	\$71	\$989,000	▲ 7%
	2018		14,000	\$66	\$924,000	
Pasture, Rangeland	2019	Acre	1,150,000	\$1.11	\$1,279,000	▲ 3%
	2018		1,150,000	\$1.08	\$1,242,000	
Miscellaneous*	2019	Acre	827	-	\$1,813,000	▲ 4%
	2018		842	-	\$1,744,000	
Total Value				2019	\$7,385,000	▲ 2%
				2018	\$7,247,000	

*Includes garlic, potatoes, grain hay, sudangrass, and other hay

NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2019	Acre	400	-	\$4,584,000	▲ 78%
	2018		139	-	\$2,582,000	
			Total Value	2019	\$4,584,000	▲ 78%
				2018	\$2,582,000	

*Includes palms, turf, and miscellaneous plants.

FRUIT & NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2019	Acres	32	-	\$373,000	▲ 84%
	2018		32	-	\$203,000	
			Total Value	2018	\$373,000	▲ 84%
				2017	\$203,000	

* Includes almonds, apples, apricots, blackberries, cherries, dates, figs, grapes (table), grapes (wine), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, strawberries, and walnuts.

APIARY PRODUCTION

	Year	Unit	Production	Value per Unit	Total	
Honey	2019	Lb	58,400	\$3.00	\$175,000	▲ 4%
	2018		56,100	\$3.00	\$168,000	
Miscellaneous*	2019	-	-	-	\$5,520	▲ 2%
	2018		-	-	\$5,400	
			Total Value	2019	\$181,000	▲ 4%
				2018	\$173,000	

* Includes beeswax and pollen.

VEGETABLE CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2019	Acres	3	-	\$16,000	▼ 37%
	2018		3	-	\$25,200	
			Total Value	2019	\$16,000	▼ 37%
				2018	\$25,200	

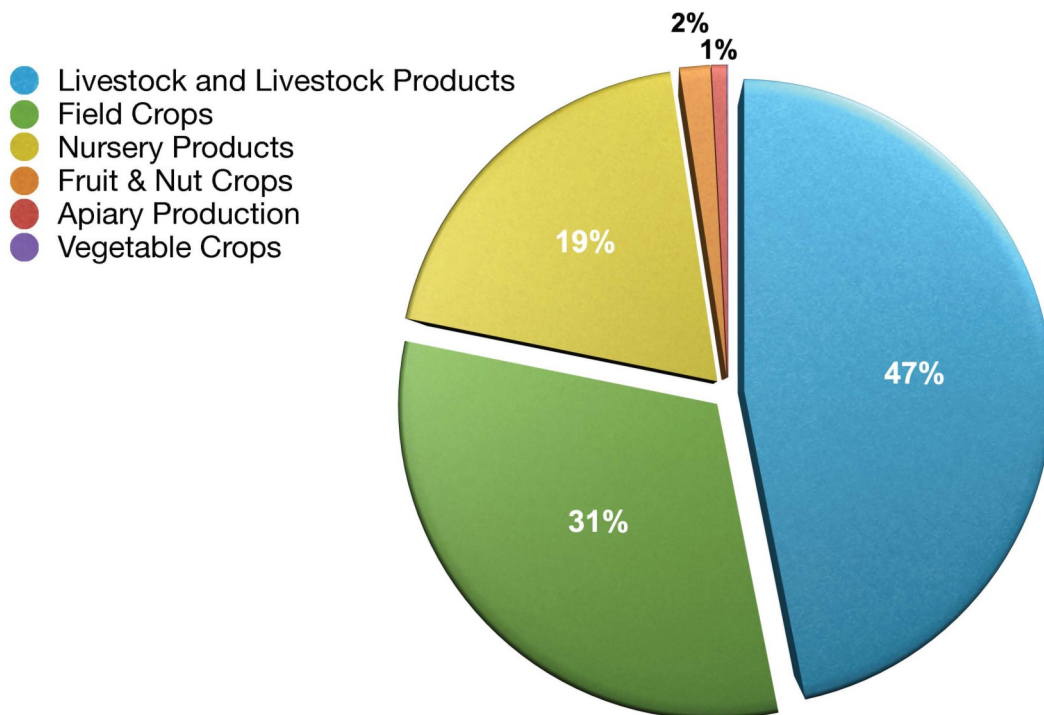
* Includes Includes artichokes, beans, brassicas, carrots, cucumbers, eggplant, garlic, herbs, leafy greens, melons, onions, peppers, pumpkins, radishes, squash, sweet corn, tomatillos, tomatoes, and tubers.



INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2019	\$11,061,000	▼ 2%
	2018	\$11,269,000	
Field Crops	2019	\$7,385,000	▲ 2%
	2018	\$7,247,000	
Nursery Products	2019	\$4,584,000	▲ 78%
	2018	\$2,582,000	
Fruit & Nut Crops	2019	\$373,000	▲ 84%
	2018	\$203,000	
Apiary Production	2019	\$181,000	▲ 4%
	2018	\$173,000	
Vegetable Crops	2019	\$16,000	▼ 37%
	2018	\$25,200	
Total Value	2019	\$23,600,000	▲ 10%
	2018	\$21,499,000	

INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



2019

Mono County Crop and Livestock Statistics

Mono County General Information

County Seat:	Bridgeport
County Population:	14,202 (2010 census)
Land Area:	3,044 sq. miles
Population Density:	4.67 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

Incorporated Cities

Mammoth Lakes

Average Climate

	High	Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total		
Cattle & Calves	2019	Head	8,630	\$1,181	\$10,191,000	▼	6%
	2018		9,180	\$1,182	\$10,851,000		
Sheep & Lambs*	2019	Head	16,110	\$171	\$2,755,000	▲	7%
	2018		16,370	\$158	\$2,586,000		
Wool	2019	Lbs	74,500	\$2.74	\$204,000	▼	6%
	2018		76,800	\$2.82	\$217,000		
Miscellaneous**	2019				\$2,198,000	▼	6%
	2018				\$2,290,000		
Total Value				2019	\$15,348,000	▼	4%
				2018	\$15,944,000		

*Includes feeder lamb gain.

**Includes beef stocker gain, goats, hogs, and poultry.

Field Crops

	Year	Unit	Production	Value per Unit	Total		
Alfalfa Hay	2019	Ton	59,300	\$204	\$12,089,000	▲	5%
	2018		58,100	\$198	\$11,504,000		
Pasture, Irrigated	2019	Acre	20,500	\$75	\$1,538,000	▲	7%
	2018		20,500	\$70	\$1,435,000		
Pasture, Rangeland	2019	Acre	1,078,000	\$1.43	\$1,542,000	▲	3%
	2018		1,078,000	\$1.39	\$1,498,000		
Miscellaneous*	2019	Acre	1,746	-	\$1,870,000	▲	4%
	2018		1,532	-	\$1,798,000		
Total Value				2019	\$17,039,000	▲	5%
				2018	\$16,235,000		

*Includes garlic, grain hay, sudangrass, and other hay

**Corrected

Forest Products

	Year	Total	
Timber and Firewood	2019	\$73,300	▼ 15%
	2018	\$86,300	
Total Value	2019	\$73,300	▼ 15%
	2018	\$86,300	

Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2019	Acres	17	-	\$58,100	▼ 5%
	2018		17	-	\$61,200	
Total Value				2019	\$58,100	▼ 5%
				2018	\$61,200	

* Includes grapes (wine), pome fruit, and stone fruit.

Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2019	Acre	1	-	\$20,000	= 0%
	2018		1	-	\$20,000	
Total Value				2019	\$20,000	= 0%
				2018	\$20,000	

* Includes various ornamental plants

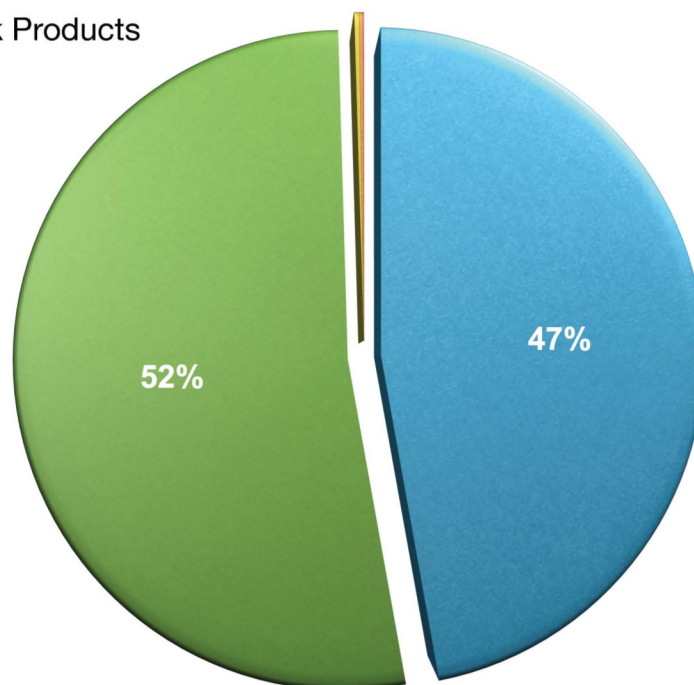


Mono County Totals

	Year	Total	
Livestock & Livestock Products	2019	\$15,348,000	▼ 4%
	2018	\$15,944,000	
Field Crops	2019	\$17,039,000	▲ 5%
	2018	\$16,235,000	
Forest Products	2019	\$73,300	▼ 15%
	2018	\$86,300	
Fruit & Nut Crops	2019	\$58,100	▼ 5%
	2018	\$61,200	
Nursery Products	2019	\$20,000	= 0%
	2018	\$20,000	
Total Value	2019	\$32,538,000	▲ 1%
	2018	\$32,347,000	

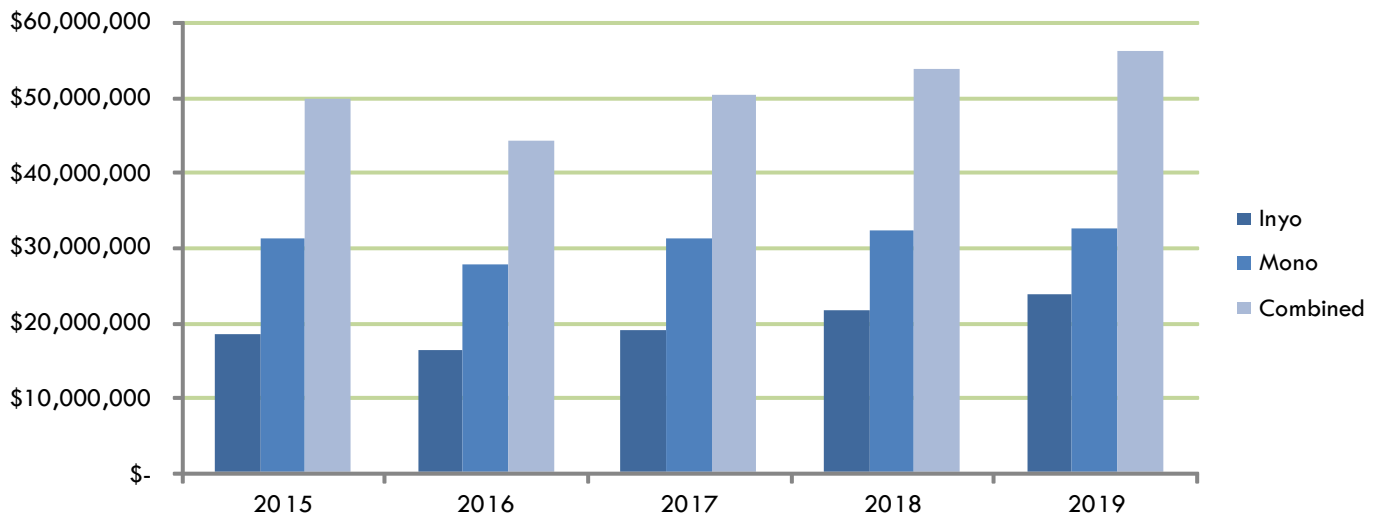
MONO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY

- Livestock and Livestock Products
- Field Crops
- Forest Products
- Fruit & Nut Crops
- Nursery Products



FIVE YEAR COMPARISON

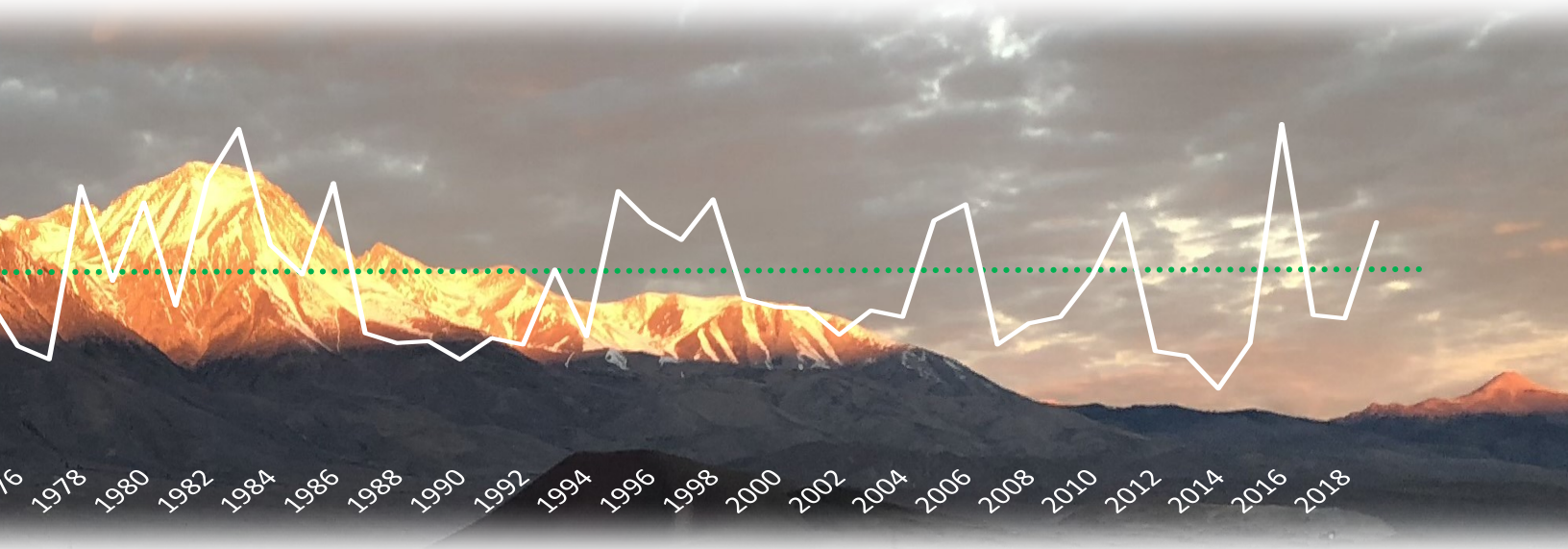
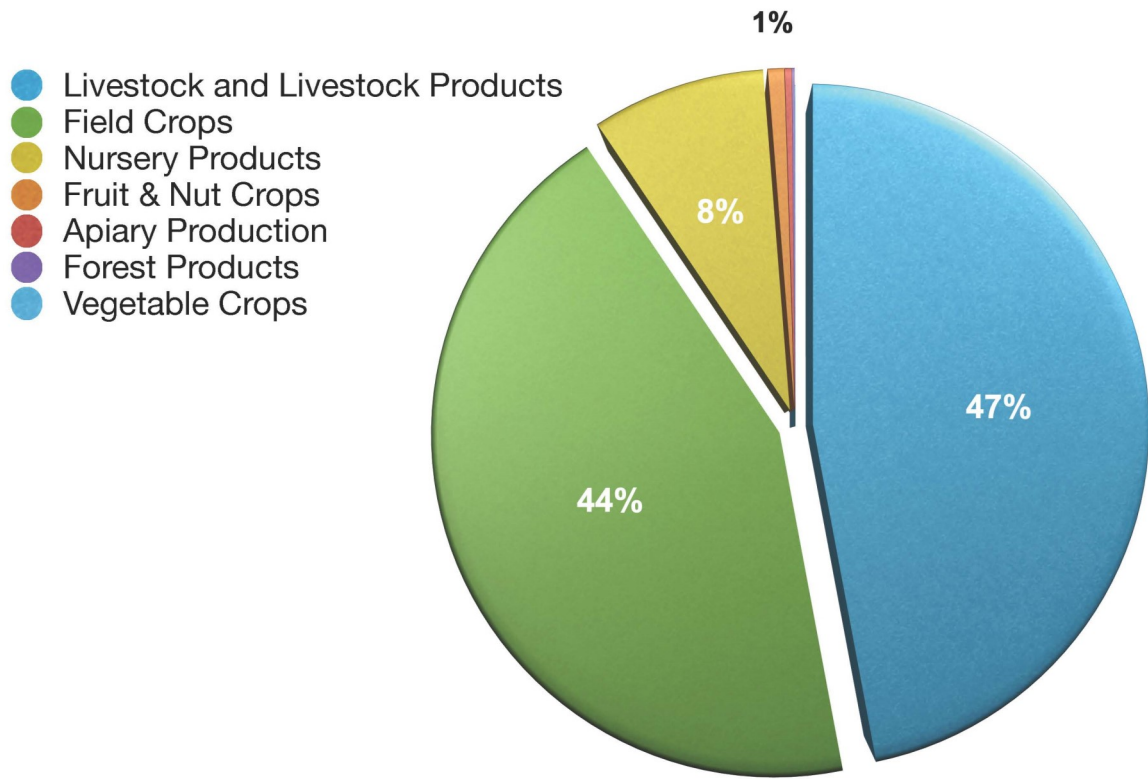
	2015	2016	2017	2018	2019
Inyo County Totals	\$18,511,000	\$16,368,000	\$18,958,000	\$21,499,000	\$23,600,000
Mono County Totals	\$31,242,000	\$27,787,000	\$31,269,000	\$32,347,000	\$32,538,000
Combined Totals	\$49,753,000	\$44,155,000	\$50,227,000	\$53,846,000	\$56,138,000



EASTERN SIERRA RUNOFF CHART



Combined Agricultural Production



DIRECT MARKETING

Commodities Grown by Certified Producers

Basil, chives, cilantro, dill, parsley, rosemary, sage, savory, tarragon, thyme, lemon balm, lavender, oregano, mint, eggplant, tomato, cucumber, goji berries, peppers, green onions, pumpkins, okra, onions, beets, fennel, garlic, carrots, lettuce, kale, chard, grapes, apples, dates, peaches, pears, apricots, cherries, plums, pomegranates, figs, watermelons, cantaloupes, honeydew, raspberries, blackberries, elderberries, currants, peas, sweet peas, various bean varieties, zucchini, cut flowers, and eggs.

SUSTAINABLE AGRICULTURE AND OUTREACH

Invasive Plant Targets

<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	4 sites	250
Yellow Starthistle	Mechanical/Herbicide	4 sites	19
Russian Knapweed	Herbicide	10 sites	5,209
Canada Thistle	Herbicide	26 sites	5,265
Spotted Knapweed	Herbicide	10 sites	221
Halogeton	Mechanical	19 sites	6,918
Scotch Thistle	Herbicide	10 sites	2,141
Camelthorn	Herbicide	1 site	11
Saltcedar	Herbicide	2 sites	85
Perennial Pepperweed	Herbicide	140	55,061

Outreach Program

During 2019, the Inyo/Mono Counties' Agriculture Department conducted:

- 2 SpraySafe events in Inyo and Mono Counties with over 120 professional card holders and private applicators attending, to meet California state continuing education requirements;
- Various outreach activities with stakeholders such as the public, other agencies, and industry.

The Department's inspection surveillance area, which encompasses over 10,000 square miles, provided outreach from northern Mono County, including several California and Nevada field crop growers located in the Antelope Valley area, to the southern tip of Inyo County, including a large commercial turf grass farm in the Sandy Valley, near Las Vegas, Nevada. The Inyo/Mono Agricultural Commissioner's office is tasked with the surveillance of 50% of the California/Nevada border for pests that could endanger the agricultural industry of California.

WEIGHTS & MEASURES

Device Inspection Program

We are responsible for inspection, certification, or condemnation of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. Of the 1,260 devices inspected, eight Notices of Violation were issued. Three consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also regulate all commercial advertisements of such products including price signs and labeling. While conducting these inspections, staff will also check for credit card skimming devices.

Package Inspections

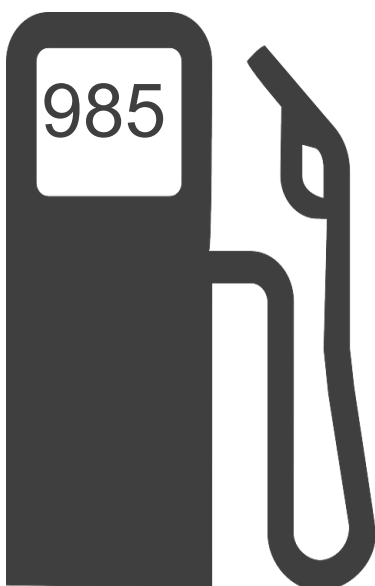
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

Weighmaster Enforcement

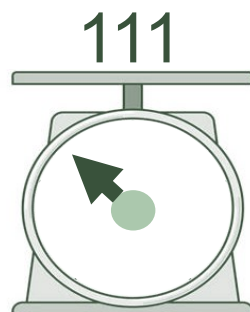
Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

Device Repairman Regulation

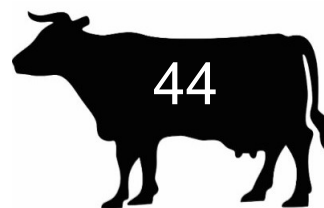
Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Retail Fuel Meters



Counter and Computing Scales



Livestock Scales



Vehicle Scales



Aggregate Scales



MOSQUITO ABATEMENT

What is the mosquito control program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancha to Round Valley and in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitos are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitos to further gauge population density.

Biocontrol

Mosquito Fish - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

Larviciding - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

Adulticiding

When larviciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.





The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 139 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provided for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the marketplace (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmer's good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.





County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Keri Oney

SUBJECT: Ratify and Approve Amendment 2 of the Contract with Life Remedies and Celebrations.

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 2 to the current contract between the County of Inyo and Life Remedies and Celebrations of Corning, CA, increasing the contract to an amount not to exceed \$371,400.00, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The In-Home Supportive Services (IHSS) program is required by California law to have an "Employer of Record." The Employer of Record is responsible for registering all providers, including conducting required background checks and processing any exemptions/waivers, as well as conducting bargaining with the IHSS providers' labor union on behalf of the County. Providers are hired directly by the clients after the County's Social Workers/IHSS Nurse assesses recipients' eligibility for services and authorizes the number of hours of service to be provided.

Life Remedies and Celebrations (LRC) serves as the Employer of Record for our In Home Supportive Services (IHSS) program, providing caregiver registry services; processing all applications by IHSS caregivers, including checking criminal background history, processing all requests for exemptions, and providing orientation training. In addition, acts as the bargaining agent on behalf of the County.

The current contract is being amended to add additional activities that LRC will perform to provide further support to providers as well as relieving our current IHSS staff of some of duties that are appropriate for the registry to fulfill. An example of additional supports that is added to the contract and will be provided by LRC is the development of a website, enhanced recruitment activities (especially in remote areas), additional training for providers, managing provider time sheet questions and expand the part-time office hours availability Monday through Friday. With the development of the website, potential and current providers will have 24/7 access to information on how to become a provider and how to contact the registry and available training. It will also provide information for recipients on hiring a provider with guidance on interviewing and selecting a provider as well as guidance on establishing boundaries with providers.

The current contract amount does not fully utilize the State funding match allowable. This amended contract will result in the County fully utilizing the available funding match, as well as enhance the services provided to the County.

The Department is respectfully requesting your Board's support in ratifying and approving this second contract

amendment by increasing the contract for the period ending June 30, 2020 by \$48,600.00 bringing the total to \$140,000.00 for FY 2020/2021 and increasing the total contract to \$371,400.00 for the period of July 1, 2019 through June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this amendment and LRC would continue to provide the services outlined in the original Scope of Work without providing any enhanced services nor receiving additional funding.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

ATTACHMENTS:

1. LRC Contract Amendment 2
2. 2019 - LRC Original Contract
3. 2020- LRC Contract Amendment 1

APPROVALS:

Keri Oney	Created/Initiated - 8/17/2020
Darcy Ellis	Approved - 8/17/2020
Marilyn Mann	Approved - 8/17/2020
Melissa Best-Baker	Approved - 8/18/2020
Marshall Rudolph	Approved - 8/18/2020
Amy Shepherd	Approved - 8/18/2020
Rhiannon Baker	Approved - 8/18/2020
Marilyn Mann	Final Approval - 8/18/2020

AMENDMENT NUMBER Two (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Life Remedies and Celebrations, of Coming, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 9, 2019, on County of Inyo Standard Contract No. 124, for the term from July 1, 2019 to July 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon amount payable under Agreement is amended to read as follows:
The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$371,400.00 (initial term); \$140,000.00 (option 1); \$140,000 (option 2); for a total of \$651,400.00 Dollars (hereinafter referred to as "contract limit").

ATTACHMENT A, SCOPE OF WORK, is amended as follows:
See the attached ATTACHMENT A - SCOPE OF WORK (Amended).

ATTACHMENT B, SCHEDULE OF FEES, is amended as follows:
The total cost of services stated in Attachment A for the contract period of July 1, 2019 to June 30, 2022 shall be \$371,400.00. the annual amounts are as follows:

FY 2019/2020 = \$91,400.00
FY 2020/2021 = \$140,000.00
FY 2021/2022 = \$140,000.00.

With the option to extend for the following annual amounts:

FY 2022-2023 = \$140,000.00
FY 2023/2024 = \$140,000.00

The effective date of this Amendment to the Agreement is July 1, 2020.

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

AMENDMENT NUMBER Two (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Rochelle Anne Noda
Signature

Rochelle Anne Noda
Type or Print

Dated: 7-21-2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

4. Contractor will maintain current knowledge of applicable IHSS regulations and guidance and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices.

Case Management Information and Payrolling System (CMIPS)

Contractor will obtain and maintain "Read Only" access to CMIPS, ensuring they have current and on-going information needed to assist providers and provide the County with required quarterly and annual reports.

Website

1. Contractor will maintain a website that allows for 24/7 access to information for providers and consumers.
2. The website will include information and documents on the following topics:
 - IHSS Services
 - Training for Providers and Consumers
 - Provider Enrollment
 - Consumer Requests for Provider
 - How to Contact the Registry

Reports

Contractor will provide and maintain a continuing database of the IHSS services provided pursuant to law and regulation. Contractor will submit quarterly and/or annual reports, which will include, but not limited to:

1. Total clients served.
2. Number of providers per client.
3. Provider hours assigned/available and provider hour actually worked.
4. Number of providers on registry, designating active with hours and active without hours.
5. Cost of services per client.
6. Wages and benefits paid to provider.
7. Total cost of the County for services.
8. Number of providers trained
9. Complaint log, and problem resolution actions.
10. Annual nonprofit itemized budget
11. A list of quarterly expenditures itemized to budget line item (with year to date column)
12. An annual certificate of insurance naming the County of Inyo as an additional insured, and proof of IRS nonprofit status.

facilitate State approval of any rate changes by attending and negotiating at administrative rate meetings in Sacramento, California.

Registry

Contractor shall receive and maintain the existing registry in collaboration with the HHS Department. Contractor may contract with a local nonprofit corporation or other entity to provide the registry services. Contractor shall:

1. Maintain an automated registry.
2. Prepare any agreements with partners.
3. Prepare a cost analysis and budget for any subcontractor maintaining the registry.

Employer of Record

Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.

Contractor will assist outside agencies with employment and earnings verifications requests. Outside agency requests include but are not limited to, Workers Compensation, District Attorney, Welfare Departments and State and Federal Agencies.

Training

Contractor will provide both consumer and provider training. Annual trainings topics must include, but are not limited to:

- HIPAA/Confidentiality
- Universal Precautions

Contractor will work collaboratively with the HHS Department in developing curriculum that will address quality of services to consumer and assistance to the consumer in supervising the provider and will submit an annual Training Plan that includes at least one – hands-on, in-person training conducted by a licensed Health Care Professional.

Timesheets

Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.

Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
3. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.

ATTACHMENT A – SCOPE OF WORK (Amended)

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.
- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Administrative Rate

Contractor shall develop an administrative rate for approval by the Inyo Board of Supervisors, and shall

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 9th day of July 2019 an order was duly made and entered as follows:

*HHS-Aging &
Social Services –
Life Remedies and
Celebrations
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to ratify and approve the contract between the County of Inyo and Life Remedies and Celebrations, for the provision of In-Home Supportive Services, in an amount not to exceed \$400,000 for the period of July 1, 2019 through June 30, 2020 with an option to extend a second and third year, contingent upon the Board's adoption of future County budgets, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: July 12, 2019

WITNESS my hand and the seal of said Board this 9th
Day of July, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations
FOR THE PROVISION OF IHSS Employer of Record SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Life Remedies and Celebrations of Corning, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2022 through June 30, 2023
- b. From July 1, 2023 through June 30, 2024

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

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

3. CONSIDERATION.

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

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

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not

be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 240,000.00 (initial term); \$ 80,000.00 (option 1); \$ 80,000.00 (option 2); for a total of \$ 400,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Health and Human Services	Department
<u>163 May St.</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
Life Remedies and Celebrations	Name
<u>P.O. Box 125</u>	Street
<u>Corning, CA 96021</u>	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Life Remedies and Celebrations
FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 9th DAY OF July, 2019.

COUNTY OF INYO

By: 

Dated: July 9, 2019

CONTRACTOR

By: _____
Signature

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND Life Remedies and Celebrations
FOR THE PROVISION OF IHSS Employer of Record SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Rochelle Anne Noda
Signature

Dated: _____

Rochelle Anne Noda
Print or Type Name

Dated: 6-28-2019

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Life Remedies and Celebrations

FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCOPE OF WORK:

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS shall be referred to recipients.
- Training for providers and recipients.
- Ensure that the requirements of all relevant laws and regulations are met.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Administrative Rate

Contractor shall develop an administrative rate for approval by the Inyo Board of Supervisors, and shall facilitate State approval of any rate changes by attending and negotiating at administrative rate meetings in Sacramento, California.

Registry

Contractor shall receive and maintain the existing registry in collaboration with the HHS Department. Contractor may contract with a local nonprofit corporation or other entity to provide the registry services. Contractor shall:

1. Maintain an automated registry.
2. Prepare any agreements with partners.
3. Prepare a cost analysis and budget for any subcontractor maintaining the registry.

Please see attached Attachment A-1 Scope of Work Continued:

Attachment A-1 Scope of Work Continued

Training

Contractor will provide both consumer and provider training. Contractor will work collaboratively with the HHS Department in developing curriculum that will address quality of services to consumer and assistance to the consumer in supervising the provider.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS managers, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
3. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.

Reports

Contractor will provide and maintain a continuing database of the IHSS services provided pursuant to law and regulation. Contractor will submit quarterly and/or annual reports, which will include, but not limited to:

1. Total clients served.
2. Number of providers per client.
3. Provider hours.
4. Number of providers on registry.
5. Cost of services per client.
6. Wages and benefits paid to provider.
7. Total cost of the County for services.
8. Number of providers trained
9. Complaint log, and problem resolution actions.
10. Annual nonprofit itemized budget
11. A list of quarterly expenditures itemized to budget line item (with year to date column)
12. An annual certificate of insurance naming the County of Inyo as an additional insured, and proof of IRS nonprofit status.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Life Remedies and Celebrations

FOR THE PROVISION OF IHSS Employer of Record **SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCHEDULE OF FEES:

The total cost of services stated in Attachment A for the contract period of July 1, 2019 to June 30, 2022 shall be \$240,000.00. The annual amounts are as follows:

FY 2019/2020 = \$80,000
FY 2020/2021 = \$80,000
FY 2021/2022 = \$80,000

With the option to extend for the following annual amounts:

FY 2022/2023 = \$80,000
FY 2023/2024 = \$80,000

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations
FOR THE PROVISION OF IHSS Employer of Record SERVICES

TERM:

FROM: July 1, 2019 TO: June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

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 14th day of APRIL 2020 an order was duly made and entered as follows:

***HHS-Social
Services – Life
Remedies and
Celebrations
Contract
Amendment 1***

HHS Director Marilyn Mann presented a proposed amendment to the contract with Life Remedies and Celebrations, the employer of record for IHSS workers in Inyo County and the entity in charge of negotiations. She said the amendment is needed as a result of the coronavirus pandemic, since both IHSS workers and recipients are considered vulnerable populations. She amending the contract will help ensure continued access to IHSS services. Supervisor Griffiths said this is an important step and he hoped it would be able to cover program needs. Moved by Supervisor Griffiths and seconded by Supervisor Pucci to ratify and approve Amendment No. 1 to the contract between the County of Inyo and Life Remedies and Celebrations of Corning, CA, increasing the contract to an amount not to exceed \$251,400.00, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14TH
Day of APRIL, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: April 17, 2020

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Life Remedies and Celebrations of Corning, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 9, 2019, on County of Inyo Standard Contract No. 124, for the term from July 1, 2019 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under Agreement is amended to read as follows: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$251,400.00 (initial term); \$91,400.00 (option 1); \$80,000.00 (option 2); for a total of \$411,400.00 Dollars (hereinafter referred to as "contract limit").

ATTACHMENT A, SCOPE OF WORK, is amended as follows:
The Contractor shall provide an Emergency Back-Up Provider System due to novel coronavirus (hereinafter referred to as COVID-19) for the purpose of establishing an emergency provider network to respond and be quickly assigned to IHSS recipients who experience the loss of a care provider due to COVID-19. The Contractor shall:
*coordinate a provider network using several lead in-field providers to provide emergency, temporary care
*coordinate with County to ensure documentation is processed according to State and County requirements and coordinate with County staff to manage the required data input into CMIPS, the IHSS data management system
*ensure temporary, emergency services are provided until either a regular on-going provider is assigned or the temporary emergency is over
*provide temporary part-time staffing to ensure office coverage extends 7 hours beyond the regular office hours of 9:00 am to 2:00 pm, providing access until 9:00 pm and returning messages left after hours within 12 hours.
*review emergency requests to ensure the request meets the eligibility criteria defined as follows:
a. recipient's provider quits due to the COVID-19 risk
b. recipient's provider becomes ill or exposed from COVID-19 and is ordered to self-quarantine
c. recipient's provider is unable to provide care due to caring for a family member who is ill from COVID-19 (Family Sick Leave)
d. recipient is at imminent risk of injury, hospitalization, or skilled nursing care due to the loss of their provider
*ensure that emergency back-up care is initiated immediately upon eligibility determination
*coordinate all required paperwork during the term of the emergency and close the emergency care upon the hiring of a regular caregiver and/or the end of the emergency

ATTACHMENT B, SCHEDULE OF FEES, is amended as follows:
The total cost of services stated in Attachment for the contract period for July 1, 2019 to June 30, 2022 shall be \$251,400.00. The annual amounts are as follows: FY 2019/2020 = \$91,400; FY 2020/2021 = \$80,000; FY 2021/2022 = \$80,000

The effective date of this Amendment to the Agreement is April 1, 2020.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
28th DAY OF May, 2020.

COUNTY OF INYO

By: [Signature]
Dated: 5/28/20

CONTRACTOR

By: Rochelle Anne Noda
Signature
Rochelle Anne Noda
Type or Print
Dated: 4/8/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Tyler Davis

SUBJECT: Ratification of the contract with Inyo County Office of Education for Stage I CalWORKs Child Care Services.

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$177,141.00 for the period of July 1, 2020, through June 30, 2021, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This contract is coming to you late, as we were working on the new Federal language that needs to be included in the contract, the new monitoring process that needs to be put into place, and changing the contracting name from Inyo County Superintendent of Schools to the Inyo County Office of Education (ICOE). The County of Inyo has successfully contracted and collaborated with the Inyo County Office of Education, formerly known as the Superintendent of Schools, for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible.

The ICOE is the only agency of this type that manages child care subsidies serving the area. HHS is respectfully recommending your Board approve this contract for FY 2020/2021, which will ensure continued subsidized child care services for our CalWORKs participants.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 child care services.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education, Child Care Connection

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

ATTACHMENTS:

1. Stage 1 Child Care 2020-21 ICOE Contract

APPROVALS:

Tyler Davis	Created/Initiated - 8/17/2020
Darcy Ellis	Approved - 8/17/2020
Keri Oney	Approved - 8/17/2020
Marilyn Mann	Approved - 8/17/2020
Melissa Best-Baker	Approved - 8/18/2020
Marshall Rudolph	Approved - 8/18/2020
Amy Shepherd	Approved - 8/18/2020
Aaron Holmberg	Approved - 8/18/2020
Rhiannon Baker	Approved - 8/19/2020
Marilyn Mann	Final Approval - 8/19/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Seventy Seven Thousand One Hundred Forty One Dollars

(\$ 177,141.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>PO Drawer A</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>PO Drawer G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature

Barry D Simpson
Print or Type Name

Dated: 6/29/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chudoba

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care **SERVICES****

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

The Inyo County Office of Education (ICOE), known herein as the sub-recipient, shall provide the following childcare services for consideration set forth in Attachment B:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICOE will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICOE and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - o Review of financial and performance reports required by the pass-through entity.
 - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Review of financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education

FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2020-June 30, 2021 is estimated to be \$177,141.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Stage 1 Child Care SERVICES

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 18, 2020.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 8/20/2020
Final Approval - 8/20/2020



County of Inyo



Public Works

TIMED ITEMS - NO ACTION REQUIRED

MEETING: August 25, 2020

FROM: Michael Errante

SUBJECT: Presentation by the Federal Emergency Management Agency (FEMA) and Public Works on proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Inyo County, California.

RECOMMENDED ACTION:

10:30 A.M. - PUBLIC WORKS - Request Board receive presentation from the Federal Emergency Management Agency (FEMA) and Public Works on the proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Inyo County, CA.

SUMMARY/JUSTIFICATION:

Representatives from FEMA have offered to provide information on the proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Inyo County, California.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On November 5, 2019, the County was notified of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Inyo County, California. The statutory 90-day appeal period that was initiated on November 19, 2019, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed FHDs for our community in the Inyo Register, has elapsed.

FEMA received no valid requests for changes in the FHDs. Therefore, the determination of the Agency as to the FHDs for our community is considered final. The final FHDs will be published in the Federal Register as soon as possible. The modified Base (1-percent-annual-chance) Flood Elevations (BFEs) and revised map panels, as referenced above, will be effective as of December 3, 2020, and revise the FIRMs that were in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated on the maps and must be used for all new policies and renewals.

Information and resources regarding the NFIP and floodplain management, such as The National Flood Insurance Program Code of Federal Regulations, Answers to Questions About the National Flood Insurance Program, Use of Flood Insurance Study (FIS) Data as Available Data, Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures, and National Flood Insurance Program

Elevation Certificate and Instructions, can be found at <https://www.floodmaps.fema.gov/efd>. Paper copies of these documents may also be obtained by calling FMIX toll free, at 1-877-FEMA- MAP (1-877-336-2627).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to receive the updates.

OTHER AGENCY INVOLVEMENT:

FEMA

FINANCING:

N/A

ATTACHMENTS:

1. Inyo County Flood Map Revision Aug 2020

APPROVALS:

Michael Errante

Darcy Ellis

Marshall Rudolph

Michael Errante

Created/Initiated - 8/6/2020

Approved - 8/10/2020

Approved - 8/17/2020

Final Approval - 8/17/2020

FEMA Map Discussion Topics

- ▶ Flood Study Overview
- ▶ Revised Products
- ▶ Flood Insurance Impacts
- ▶ Public Messaging
- ▶ Questions & Answers



FEMA

Determining Flood Risk–December 3rd Revision

Flood Insurance Rate Map

- ▶ High Risk – Zone AE or Zone A
- ▶ Moderate Risk – Shaded Zone X
- ▶ Low Risk – Unshaded Zone X

Key Takeaway:

Where it can rain, it can flood










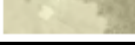
FEMA

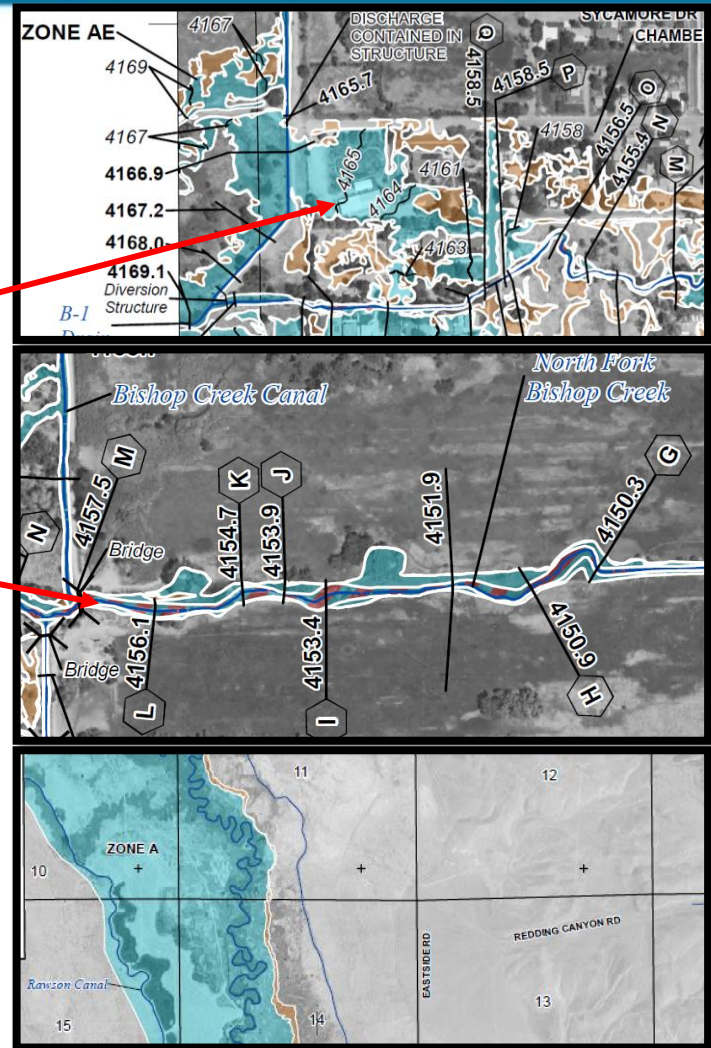
RiskMAP
Increasing Resilience Together

High Risk - Zone AE and Zone A

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)


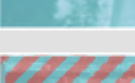





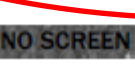
SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
OTHER AREAS		Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X
		Area of Undetermined Flood Hazard Zone D

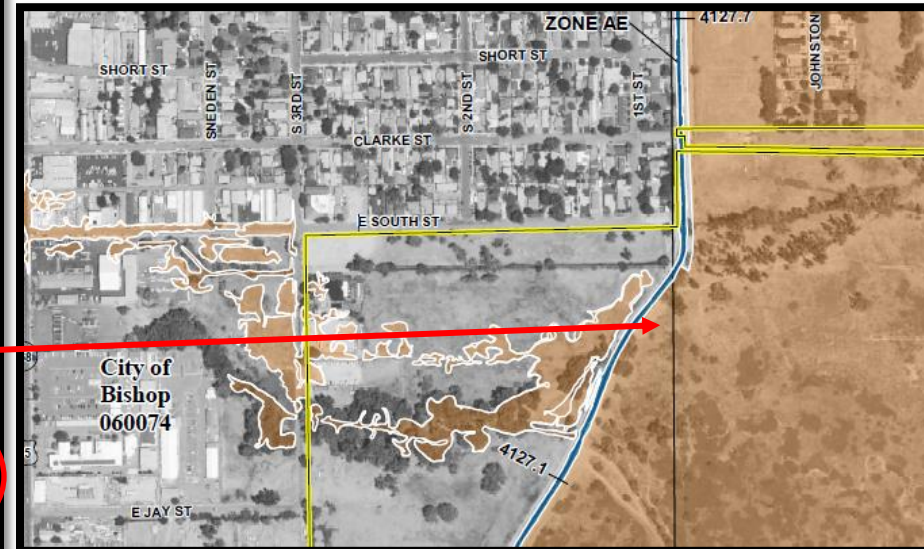


Moderate Risk - Shaded Zone X

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
OTHER AREAS		Area with Reduced Flood Risk due to Levee See Notes. <i>Zone X</i>
		Areas Determined to be Outside the 0.2% Annual Chance Floodplain <i>Zone X</i>
		Area of Undetermined Flood Hazard <i>Zone D</i>








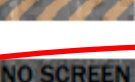


FEMA

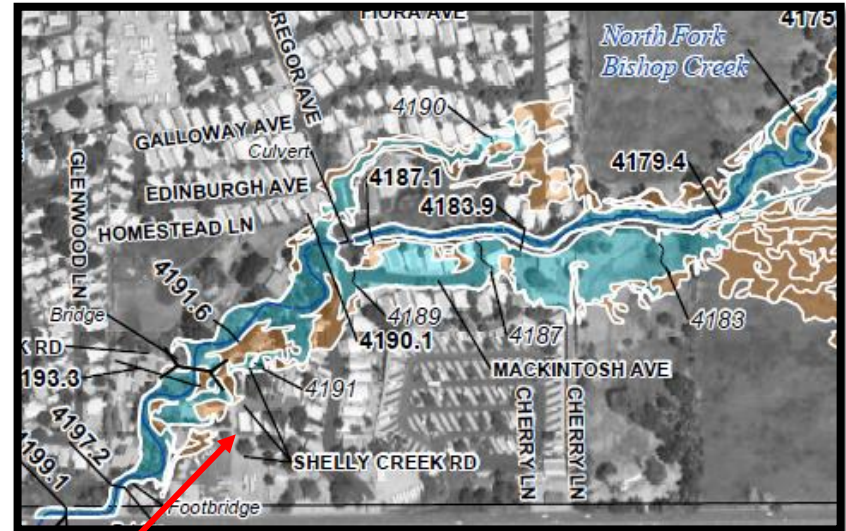
RiskMAP
Increasing Resilience Together

Low Risk - Unshaded Zone X

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
OTHER AREAS		Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X
		Area of Undetermined Flood Hazard Zone D



No mandatory flood insurance purchase requirements, but...

Experience has taught us that flooding happens here and flood insurance is often a good investment.

Flood Insurance Basics

- ▶ Mandatory flood insurance purchase in mapped 1% annual chance (100-year) floodplain (Zone AE and Zone A including floodway areas) for structure with federally insured mortgage.
- ▶ No mandatory flood insurance purchase in 0.2% annual chance floodplain or unshaded Zone X areas.

Potential Flood Insurance Savings

- Preferred Risk Policies (PRPs)
- Grandfathering of flood insurance rates

Flood Insurance Options

If 12/3/2020 Maps Show (comparison to 2011 FIRM)	These Insurance Requirements, Options, and Savings Apply
Change from low or moderate risk to high risk	Flood insurance may be mandatory. Flood insurance will be federally required for most mortgage holders. Insurance costs may rise to reflect the high risk.
Change from high risk to low or moderate risk	Flood insurance is optional, but recommended. The risk of damage and loss is less but not removed. Flood insurance can still be obtained, at lower rates. 20-25% of all flood insurance claims come from low-to-moderate-risk areas. Conversion offers savings. An existing policy can be converted to a lower-cost Preferred Risk Policy.
No change in risk level	No change in insurance requirements. Property owners should talk to their insurance agent to learn their specific risk and take steps to protect their property and assets.

Why Are Some Flood Zones Changing?

- ▶ New technologies allow us to better determine flood prone areas and predict the extent of future events.
- ▶ Updated flood hazard information helps inform decisions to allow your community to be built safer and stronger.
- ▶ Over time, flood risk changes due to land use and natural forces.
- ▶ Flood zones are changing to more accurately reflect the current flood hazards in the Bishop Creek watershed.



But It's Never Flooded at my House?

- ▶ FEMA maps the areas affected by the 1-percent-annual chance flood (meaning the flood with a 1% or greater chance of occurring in any given year). Bigger floods happen every year.
- ▶ Nearly 25% of flood insurance claims in the US are from outside mapped high-risk areas.
- ▶ If a property owner wishes to dispute their flood zone designation, new data or technical information can be submitted as part of a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) request.



FEMA Team Contacts

Eric Simmons
FEMA Region IX Engineer
510-627-7029
eric.simmons@fema.dhs.gov

Edie Lohmann
NFIP Insurance Specialist
510-627-7235
edith.lohmann@fema.dhs.gov

Questions?





County of Inyo



Public Works

TIMED ITEMS - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Michael Errante

SUBJECT: Update various sections of Chapter 14.28 of the Inyo County Code related to Flood Damage Prevention.

RECOMMENDED ACTION:

Request Board read title and waive further reading of the proposed ordinance, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending certain sections of Chapter 14.28 of the Inyo County Code related to Flood Damage Prevention," and schedule enactment for 10:30 a.m. on Tuesday, September 1, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

The modified Base Flood Elevations (BFEs) and the revised Flood Insurance Rate Map (FIRM) panels, will be effective as of December 3, 2020. Prior to December 3, 2020, the County is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations.

FEMA staff conducted a review of the County's recently updated Title 14, specifically Chapter 14.28 "Flood Damage Prevention". In order to meet the requirements of the NFIP, edits and corrections suggested by FEMA have been incorporated into Chapter 14.28.

Specifically, FEMA suggested that the following sections of Chapter 14.28 of the Inyo County Code be amended:

- 14.28.050 Definitions
- 14.28.070 Basis for establishing the areas of special flood hazard
- 14.28.130 Establishment of development permit
- 14.28.150 Duties and responsibilities of the floodplain administrator
- 14.28.170 Standards of construction
- 14.28.190 Standards for subdivisions
- 14.28.210 Standards for recreational vehicles
- 14.28.220 Floodways
- 14.28.270 Conditions for variances

Please note that many of these sections received nonsubstantive edits because FEMA noticed a numbering error within various sections of Chapter 14.28. Thus, many of the sections listed above are only being edited to correct this numbering error. A redlined document showing all of the edits is enclosed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the May 12, 2020 Board of Supervisors meeting, your Board approved Ordinance 1255 titled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards." While that ordinance made significant changes to many chapters of Title 14, Chapter 14.28 was not substantively changed via that ordinance.

The current proposed edits and corrections are a result of FEMA staff reviewing Title 14, specifically Chapter 14.28, and providing suggested edits and corrections in order to be in compliance with the NFIP regulations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt these updates to Chapter 14.28 of Title 14. However, this is not recommended, as communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended. Additionally, not correcting the numbering error within Chapter 14.28 may lead to confusion.

OTHER AGENCY INVOLVEMENT:

Planning, Building and Safety, County Counsel and Environmental Health.

FINANCING:

N/A

ATTACHMENTS:

1. Chapter 14.28 Update Ordinance

APPROVALS:

Cynthia Browning	Created/Initiated - 7/30/2020
Darcy Ellis	Approved - 8/10/2020
Cynthia Browning	Approved - 8/10/2020
Marshall Rudolph	Approved - 8/13/2020
Michael Errante	Approved - 8/13/2020
Grace Chuchla	Final Approval - 8/18/2020

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING CERTAIN SECTIONS OF CHAPTER 14.28 OF THE INYO COUNTY
CODE RELATED TO FLOOD DAMAGE PREVENTION**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update various sections of Chapter 14.28 of the Inyo County Code related to flood damage prevention in order to incorporate edits suggested by the Federal Emergency Management Authority (“FEMA”).

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

SECTION THREE. MODIFICATIONS TO CHAPTER 14.28.

Chapter 14.28 is amended as shown in Exhibit A.

SECTION FOUR. SEVERABILITY.

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

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. 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 or against the same.

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

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

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis,
Assistant Clerk of the Board

EXHIBIT A

Chapter 14.28 – FLOOD DAMAGE PREVENTION

Sections:

- 14.28.010 Authority.
- 14.28.020 Findings.
- 14.28.030 Purpose.
- 14.28.040 Methods of reducing flood losses.
- 14.28.050 Definitions.
- 14.28.060 Lands to which this chapter applies.
- 14.28.070 Basis for establishing the areas of special flood hazard.
- 14.28.080 Compliance.
- 14.28.090 Abrogation and greater restrictions.
- 14.28.100 Interpretation.
- 14.28.110 Warning and disclaimer of liability.
- 14.28.120 Severability.
- 14.28.130 Establishment of development permit.
- 14.28.140 Designation of the floodplain administrator.
- 14.28.150 Duties and responsibilities of the floodplain administrator.
- 14.28.160 Appeals.
- 14.28.170 Standards of construction.
- 14.28.180 Standards for utilities.
- 14.28.190 Standards for subdivisions.
- 14.28.200 Standards for manufactured homes.
- 14.28.210 Standards for recreational vehicles.
- 14.28.220 Floodways.
- 14.28.240 Flood-related erosion-prone area.
- 14.28.250 Nature of variances.
- 14.28.260 Appeal board.
- 14.28.270 Conditions for variances.

14.28.010 Authority.

This chapter is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

14.28.020 Findings.

- A. The flood hazard areas of Inyo County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities also contribute to the flood loss.

14.28.030 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by establishing measures designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

14.28.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes provisions designed to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

14.28.050 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

As used in this chapter the following terms have the following meanings:

1. "Accessory use" means a use that is incidental and subordinate to the principal use of the parcel of land on which it is located.
2. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
3. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.
4. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
5. "Area of shallow flooding" means an area designated as Zone AO or AH on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
6. "Area of special flood hazard." See "Special flood hazard area."

7. "Area of special flood-related erosion hazard" is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the flood insurance rate map (FIRM).
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.
9. "Basement" means any area of the building having its floor subgrade, i.e. below ground level, on all sides.
10. "Building." See "Structure."
11. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
12. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
13. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 3, 1985.
14. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
15. "Flood, flooding, or floodwater" means:
 - A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e. mudflows); and
 - B. The condition resulting from flood-related erosion.
16. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
17. "Flood hazard boundary map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

"Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
18. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.
19. "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.
20. "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

21. "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.
22. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood, flooding, or floodwater."
23. "Floodplain administrator" is the individual appointed to administer and enforce the floodplain management regulations.
24. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
25. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof that provide standards for preventing and reducing flood loss and damage.
26. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood proofing.)
27. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway".
28. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.
29. "Fraud and victimization," as related to Section 14.28.270 (concerning variances), means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Inyo County board of supervisors will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
30. "Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
31. "Governing body" is the local governing unit, i.e. county or municipality, which is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
32. "Hardship," as related to Section 14.28.270 (concerning variances), of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The county requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot,

as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

33. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
34. "Historic structure" means any structure that is:
 - A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.
35. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
36. "Levee system" means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
37. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. See "Basement." An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - A. The wet flood-proofing standard in subsection (C)(3) of Section 14.28.170;
 - B. The anchoring standards in Section 14.28.170A;
 - C. The construction materials and methods standards in Section 14.28.170B; or
 - D. The standards for utilities in Section 14.28.180.
 - E. For residential structures, all subgrade-enclosed areas are prohibited as they are considered to be basements. See "Basement." This prohibition includes below-grade garages and storage areas.
38. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
39. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
40. "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in

recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

41. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.
42. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after September 3, 1985, and includes any subsequent improvements to such structures.
43. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 3rd, 1985.
44. "Obstruction" includes, but is not limited to: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
45. "One-hundred-year flood" or "100-year flood." See "Base flood."
46. "Public safety and nuisance" as related to Section 14.28.270 (concerning variances) means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
47. "Recreational vehicle" means a vehicle that is:
 - A. Built on a single chassis;
 - B. Four hundred square feet or less when measured at the largest horizontal projection;
 - C. Designed to be self-propelled or permanently towable by a light-duty truck; and
 - D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
48. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
49. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.
50. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
51. "Sheet flow area." See "Area of shallow flooding."
52. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or AH.
53. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction,

repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

54. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.
55. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
56. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
 - A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."
57. "Variance" means a grant of relief from the requirements of this ordinance, which permits construction in a manner that would otherwise be prohibited by this chapter.
58. "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.
59. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
60. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

14.28.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the County of Inyo. (Ord. 1076 § 2 (part), 2004.)

14.28.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS) for the Unincorporated Areas of Inyo County effective December 3, 2020, with accompanying flood insurance

rate maps (FIRMs) effective December 3, 2020, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. The most current FIRM and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the board of supervisors by the floodplain administrator.

14.28.080 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered in the unincorporated part of Inyo County without full compliance with the term of this chapter and other applicable regulations. A violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the county from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 1076 § 2 (part), 2004.)

14.28.090 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1076 § 2 (part), 2004.)

14.28.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 1076 § 2 (part), 2004.)

14.28.110 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the county or upon any officer or employee thereof, the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1076 § 2 (part), 2004.)

14.28.120 Severability.

This chapter and the various parts thereof are hereby declared to be severable; should any section of this chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, nor any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 1076 § 2 (part), 2004.)

14.28.130 Establishment of development permit.

A development permit shall be obtained before any construction or other development, including placement of manufactured homes, begins within any area of special flood hazard established in Section 14.28.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of

materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

- A. Site plan, including but not limited to:
 - 1. For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site, and
 - 2. Proposed locations of water supply, sanitary sewer, and utilities, and
 - 3. If available, the base flood elevation from the flood insurance study and/or flood insurance rate map, and
 - 4. If applicable, the location of the regulatory floodway; and
- B. Foundation design detail, including but not limited to:
 - 1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, and
 - 2. For a crawl-space foundation, location and total net area of foundation openings as required in subsection (C)(3) of Section 14.28.170 and FEMA Technical Bulletins 1-93 and 7-93, and
 - 3. For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent using the Standard Proctor Test method); and
- C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in subsection (C)(2) of Section 14.28.170 and FEMA Technical Bulletin TB 3-93; and
- D. All appropriate certifications listed in Section 14.28.150D; and
- E. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 1076 § 2 (part), 2004.)

14.28.140 Designation of the floodplain administrator.

The director of the Inyo County department of public works is appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 1076 § 2 (part), 2004.)

14.28.150 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following.

- A. Permit Review. Review all development permits to determine that:
 - 1. Permit requirements of this chapter have been satisfied;
 - 2. All other required state and federal permits have been obtained;
 - 3. The site is reasonably safe from flooding; and
 - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
- B. Review Use and Development of Other Base Flood Data.
 - 1. When base flood elevation data has not been provided in accordance with Section 14.28.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other

source, in order to administer Sections 14.28.170 through 14.28.240. Any such information shall be submitted to the board of supervisors for adoption; or

2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations” dated July 1995 in order to administer Sections 14.28.170 through 14.28.240:
 - a. Simplified method:
 - i. 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method, and
 - ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or
 - b. Detailed method:
 - i. 100-year or base flood discharge shall be obtained using the U.S. Army Corps of Engineers’ HEC-HMS computer program, and
 - ii. Base flood elevation shall be obtained using the U.S. Army Corps of Engineers’ HEC-RAS computer program.

C. Notification of Other Agencies.

1. In alteration or relocation of a watercourse:
 - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
 - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
2. Base flood elevation changes due to physical alterations:
 - a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All LOMR’s for flood control projects are approved prior to the issuance of development permits. Development permits must not be issued based on Conditional Letters of Map Revision (CLOMR’s). Approved CLOMR’s allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed, the following:

1. The certification required by subsection (C)(1) of Section 14.28.170 and by Section 14.28.200 (lowest floor elevations);
2. The certification required by subsection (C)(2) of Section 14.28.170 (elevation or flood proofing of nonresidential structures);
3. The certification required by subsection (C)(3) of Section 14.28.170 (wet flood proofing standard);
4. The certification of elevation required by Section 14.28.190B (subdivision standards);
5. The certification required by Section 14.28.220A (floodway encroachments).

- E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 14.28.260 and 14.28.270.
- F. Remedial Action. Take action to remedy violations of the ordinance codified in this chapter as specified in Section 14.28.080. (Ord. 1076 § 2 (part), 2004.)

14.28.160 Appeals.

The Inyo County board of supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. (Ord. 1076 § 2 (part), 2004.)

14.28.170 Standards of construction.

In all areas of special flood hazards the following standards are required:

- A. Anchoring.
 - 1. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - 2. All manufactured homes shall meet the elevation and anchoring standards of Section 14.28.200.
- B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:
 - 1. With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;
 - 2. Using methods and practices that minimize flood damage;
 - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if
 - 4. Within Zone AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
- C. Elevation and Flood-Proofing. (See Section 14.28.050 for definitions of “basement,” “lowest floor,” “new construction,” “substantial damage” and “substantial improvement”.)
 - 1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
 - a. In a Zone AO, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified. (The State of California recommends that in Zone AO without velocity, the lowest floor be elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two feet, or elevated at least four feet above the highest adjacent grade if no depth number is specified).
 - b. In a Zone A, elevated to or above the base flood elevation; said base flood elevation shall be determined by one of the methods in subsection B of Section 14.28.150. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation, as determined by the community.)

- c. In all other zones, elevated to or above the base flood elevation. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation.)
2. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.
3. Nonresidential construction, new or substantial improvement, shall either be elevated to conform with subsection (C)(1) of this section or together with attendant utility and sanitary facilities:
 - a. Be flood-proofed below the elevation recommended under subsection (C)(1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of subsection (C)(2) of this section are satisfied. Such certification shall be provided to the floodplain administrator.
4. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:
 - a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified by a registered professional engineer or architect.
5. Manufactured homes shall also meet the standards in Section 14.28.200. (Ord. 1076 § 2 (part), 2004.)

14.28.180 Standards for utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 1. Infiltration of flood waters into the systems; and
 2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding. (Ord. 1076 § 2 (part), 2004.)

14.28.190 Standards for subdivisions and other proposed development.

- A. All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is lesser, shall:
 1. Identify the special flood hazard area and the elevation of the base flood.

2. Provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 1076 § 2 (part), 2004.)

14.28.200 Standards for manufactured homes.

- A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s), on sites located:
 1. Outside of a manufactured home park or subdivision;
 2. In a new manufactured home park or subdivision;
 3. In an expansion to an existing manufactured home park or subdivision; or
 4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) that are not subject to the provisions of subsection A of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
 1. The lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation); or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
- C. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 1076 § 2 (part), 2004.)

14.28.210 Standards for recreational vehicles.

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) will either:

- A. Be on the site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- B. Meet the permit requirements of Sections 14.28.130 through 14.28.160 and the elevation and anchoring requirements for manufactured homes in Section 14.28.200. (Ord. 1076 § 2 (part), 2004.)

14.28.220 Floodways.

Located within areas of special flood hazard established in Section 14.28.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement, and other new development is prohibited unless certification by a registered professional engineer is provided demonstrating that the encroachments will not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If, with respect to any encroachment, the requirements of subsection A of this section are met, the new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 14.28.170 through 14.28.240. (Ord. 1076 § 2 (part), 2004.)

14.28.240 Flood-related erosion-prone area.

- A. The floodplain administrator shall require permits for proposed construction and other development within all flood-related erosion-prone areas as known to the community.
- B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.
- C. If a proposed improvement is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvement shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard.
- D. Within Zone E on the flood insurance rate map, a setback is required for all new development from the ocean, lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard and erosion rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only. (Ord. 1076 § 2 (part), 2004.)

14.28.250 Nature of variances.

The variance criteria set forth in this section are based on the general principle of zoning laws that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the county board of supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level is so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 1076 § 2 (part), 2004.)

14.28.260 Appeal board.

- A. In passing upon requests for variances, the board of supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger of life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity to the facility of a waterfront location, where applicable;
 - 6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - 7. The compatibility of the proposed use with existing and anticipated development;
 - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 - 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
 - 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- B. Any applicant to whom a variance is granted shall be given written notice over the signature of the designated county official that:
 - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
 - 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Inyo County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- C. The floodplain administrator will maintain a record of all variance actions, including the justification for their issuance, and report such issued variances in the administrator's biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 1076 § 2 (part), 2004.)

14.28.270 Conditions for variances.

- A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the applicable procedures set forth in Sections 14.28.130 through 14.28.240 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Section 14.28.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a

minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the board of supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the board of supervisors believes will both provide relief and preserve the integrity of this chapter.

- E. Variances shall only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional hardship, as defined in Section 14.28.050, to the applicant; and
 - 3. A determination that the granting of a variance will not create or result in: increased flood heights, additional threats to public safety, extraordinary public expense, or a nuisance, as defined in Section 14.28.050 under “Public safety and nuisance,” nor cause fraud or victimization as defined in Section 14.28.050, of the public, nor conflict with existing local laws or ordinances.
- F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through E of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- G. Upon consideration of the factors in subsection A and the purposes of this chapter, the board of supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 1076 § 2 (part), 2004.)

STATEMENT

MONEY IN COUNTY TREASURY

FOR DECEMBER TO MARCH 2020

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending March 25, 2020.

Amount of money that should be in the treasury on March 25, 2020

is	\$159,238,577.84	
Receipts from 12/31/19-03/25/20	\$30,155,989.79	
(Less paid warrants) Amount actually therein is	(\$39,635,405.07)	
Active Balance		\$9,881,758.14
Silver		\$60.99
Currency		\$613.00
Certificates of Deposit		\$128,345,672.62
CD		\$12,125,000.00
Local Agency Debt		\$730,715.08
Deposits on Hand		
Corp Obligation		\$1,027,646.53
	149,759,162.56	\$152,111,466.36

Difference:

12/27/19 REMOTE DEP TRANSIT \$89,899.28
12/30/19 CUSIP: 3134GUN30 FA-PURCHASE (\$2,000,000.00)
12/30/19 ICSOS: CAL PERS (\$83402.30)
12/30/19 ICSOS: CAL PERS (\$132494.50)
12/30/19 CUSIP: 3130A9DH1-FULL CALL \$3,000,000.00

03/25/20 REMOTE DEP TRANSIT (\$499,698.68)
03/25/20 LAIF WITHDRAWAL-CONF#1596410 (\$2,000,000.00)
03/25/20 VAULT DEPOSIT IN TRANSIT (\$22,000.00)
03/25/20 CUSIP#3133ELUK8-SETTLEMENT \$2,000,000.00
03/25/20 CUSIP#3130AJF79-SETTLEMENT \$2,000,000.00

County Auditor

Subscribed and sworn to before me this 20th day of August 2020



Assistant Clerk of the Board of Supervisors
INYO COUNTY

STATEMENT

MONEY IN COUNTY TREASURY

FOR MARCH TO JUNE 2020

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 30, 2020.

Amount of money that should be in the treasury on June 30, 2020

is	\$152,111,466.36	
Receipts from 3/26/20-06/30/20	\$58,082,971.89	
(Less paid warrants) Amount actually therein is	(\$45,768,047.28)	
Active Balance		\$8,214,801.51
Silver		\$10.74
Currency		\$253.00
Certificates of Deposit		\$145,068,026.31
CD		\$11,396,000.00
Local Agency Debt		\$681,627.42
Deposits on Hand		
Corp Obligation		\$0.00
	164,426,390.97	\$165,360,718.98

Difference:

03/25/20 REMOTE DEP TRANSIT \$499,698.68
 03/25/20 LAIF WITHDRAWAL-CONF#1596410 \$2,000,000.00
 03/25/20 VAULT DEPOSIT IN TRANSIT \$22,000.00
 03/25/20 CUSIP#3133ELUK8-SETTLEMENT (\$2,000,000.00)
 03/25/20 CUSIP#3130AJF79-SETTLEMENT (\$2,000,000.00)

4/20/20 LAIF: ST CONTROLLER ERROR Q3-INT \$0.36
 6/30/20 AUD PY: PERS-PIONEER27459 \$429.63
 6/20/30 AUD PY: PERS-PIONEER CLASSIC 969 \$1776.77
 6/30/20 ICOE: PERS \$81,800.33
 6/30/20 ICOE: PERS \$128,117.24
 6/30/20 CUSIP# 17284DDN9-MATURITY (248,000.00)
 6/30/20 CUSIP# 401228AW1-MATURITY (245,000.00)
 6/30/20 CUSIP# 88241TAV-FULL CALL (248,000.00)
 6/30/20 CUSIP# 3134GUN30-FULL CALL (2,000,000.00)
 6/30/20 VAULT DEPOSIT IN TRANSIT (58,495.00)
 6/30/20 CUSIP# 3134GV2W7-SETTLEMENT \$2,000,000.00
 6/30/20 CUSIP# 3134GVZ82- SETTLEMENT \$3,000,000.00

County Auditor

Subscribed and sworn to before me this 20th day of August 2020





Assistant Clerk of the Board of Supervisors
INYO COUNTY