

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, the Board will be conducting its meetings exclusively online.

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

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-waving feature" when appropriate during the meeting (the 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 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.

October 20, 2020 - 10:00 A.M.

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

5. **Public Works** - Request Board:

A) amend the Fiscal Year 2020-2021 Bishop Airport Budget 150100 as follows: increase revenues in Operating Transfers In Revenue Code No. 4998 by \$32,665; increase appropriation in Salaried Employees object code (5001) by \$7,680; increase Retirement & Social Security object code (5021) by \$470; increase PERS Retirement object code (5022) by \$745; increase Medical Insurance object code (5031) by \$12,900; increase Disability Insurance object code (5032) by \$75; decrease Other Benefits object code (5043) by \$1,620 (4/5ths vote required);

- B) amend the Fiscal Year 2020-2021 General Revenues & Expenditures Budget 011900 as follows: increase appropriations in Operating Transfers Out (5801) by \$32,665 (4/5ths vote required);
- C) amend the Fiscal Year 2020-2021 Contingencies Budget 087100 as follows: decrease appropriations in the Contingencies object code (5901) by \$32,665 (4/5ths vote required);
- D) amend the Fiscal Year 2020-2021 Public Works Budget 011500 as follows: increase revenues in Intra County Charges Revenue Code No. 4824 by \$12,415; increase appropriations in Salaried Employees Object Code (5001) by \$10,450; increase Retirement & Social Security object code (5021) by \$830; increase PERS Retirement object code (5022) by \$1,030; increase Disability Insurance object code (5032) by \$105 (4/5ths vote required);
- E) approve the modified job description for Airport Technician I-II, and Operations Supervisor Airport and; approve the new salary Ranges as follows: Airport Technician I, from a Range 50 to a Range 56; Airport Technician II, from a Range 54 to a Range 60; and Operations Supervisor Airports, from a Range 63 to a Range 71;
- F) approve the new job description for Deputy Director of Public Works - Airports, Range 85;
- G) increase the authorized strength in the Public Works Department by adding one (1) Airport Technician I, Range 56 (\$3,391 - \$4,114) or Airport Technician II, Range 60 (\$3,758-\$4,564) with the understanding that this position remains unfunded until the Mid-Year Budget Review occurs;
- H) reclassify one Associate Engineer, Range 78 (\$5,741 - \$6,976) to the Deputy Director of Public Works - Airport, Range 85 (\$6,799 - \$8,266);
- I) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for a currently vacant Airport Technician I/II exists in the Bishop Airport Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Airport Technician I at Range 56 (\$3,391 - \$4,114) or an Airport Technician II, Range 60 (\$3,758 - \$4,564), depending on qualifications and;
- J) grandfather in the existing Part-Time BPAR Airport Technician at Range 54, until that position becomes vacant.

CONSENT AGENDA (Approval recommended by the County Administrator)

6. **County Administrator - Motor Pool** - Request Board: A) declare Code 3 IT & System Integrations of Mojave, CA the successful bidder for the safety and communications equipping of a 2020 Ford Expedition patrol vehicle; and B) authorize a purchase order payable to Code 3 in the amount of \$12,819.58.
7. **Public Works** - Request Board approve the contract between Inyo County and Meyer Land Surveying of Hesperia, CA for the performance of surveying services of four (4) County roads on United States Forest Service (USFS) land for proposed easements, in an amount not to exceed \$59,330.00 for the period between October

20, 2020 and December 26, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

8. **County Administrator - Library** - Request Board accept donation of John R. Ziegler charitable remainder trust, with a current value in excess of \$70,000, to the Inyo County Free Library to be used for library improvements that do not supplant the normal Library budget.
9. **Clerk-Recorder - Elections** - Request Board: A) issue an order declaring appointed-in-lieu-of-election those candidates submitted for the special districts for the November 3, 2020 Uniform District Election as per the Clerk's Certificates for positions where there are not more interested candidates than positions available; and B) appoint any interested qualified citizen to serve on the Keeler Community Services District (letters of interest for Jim Macey and Alice Robertson are attached).
10. **County Administrator - Emergency Services & Health & Human Services** - Request Board approve the agreement between the County of Inyo and America's Best Value Inn of Bishop, CA for the provision of COVID-19 related sheltering in an amount not to exceed \$50,000.00 for the period of October 20, 2020 until terminated by either party, contingent upon the Board's approval of future budgets, and authorize the Chairperson and Dr. James Richardson to sign.
11. **Probation** - Request Board ratify and approve Amendment No. 2 to the Memorandum of Understanding between Inyo County and Tuolumne County that increases the daily bed rate to \$175.00 per day and guarantees one (1) bed at the Tuolumne Juvenile Hall at a daily rate of \$150.00 and \$175.00 per day for every subsequent bed used by Inyo County, and authorize the Chairperson and Chief Probation Officer to sign.
12. **Public Works** - Request Board authorize the purchase of one (1) Striker 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle and accessory equipment from Oshkosh Airport Products, LLC of Neenah, WI in an amount not to exceed \$828,045.82 and approve of the Purchasing Agent's response to the bid protest submitted on September 1, 2020 by Rosenbauer Minnesota LLC.
13. **County Administrator - Emergency Services** - Request Board: A) authorize the receipt of the State of California Office of Emergency Services 2020 Community Power Resiliency Allocation in the amount of \$77,399; B) authorize the Inyo County Administrator, as the Designated Director of Emergency Services and Authorized Agent, to enter into an agreement with the State of California Office of Emergency Services by signing the Notification of Subrecipient Allocation; and C) Amend the Fiscal Year 2020-2021 Board Approved Budget by increasing revenue in the General Relief Budget #010205 State Other Object Code #4499 by \$77,399, increasing expenditures in Equipment Object Code #5650 by \$38,699 and General Operating Object Code #5311 by \$38,700 (*4/5ths vote required*).
14. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of October 6, 2020 and October 13, 2020.

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

15. **11:00 A.M. – Planning – Request Board:**

A) Conduct a public hearing on the following actions for an 80-acre site located at 205 Highway 190 in the community of Olancho (APNs: 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, and 033-080-03):

- General Plan Amendment No. 2019-01/Olancho Lake RV changing the General Plan designation from Residential Estate (RE) to Resort Recreational (REC) to best match the requested zoning and current uses on the property; and,
- a proposed ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2019-02/Olancho Lake RV and amending the Zoning Map of the County of Inyo by rezoning an 80-acre Parcel located east of the community of Olancho (APNs 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, and 033-080-03) from Rural Residential with a 5-acre minimum (RR-5) & Light Industrial with a 2.5-acre minimum (M2-2.5) to Commercial Recreation with an 80-acre minimum (C5-80);”

B) Certify that the provisions of the California Environmental Quality Act (CEQA) have been met and make certain findings with respect to and approving Zone Reclassification No. 2019-02/Olancho Lake RV and General Plan Amendment No. 2019-01/Olancho Lake RV; and

C) Waive the reading and approve the above referenced Ordinance approving Zone Reclassification No. 2019-02/Olancho Lake RV.

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

16. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

17. **California Fish and Game Commission** - Notice of Findings regarding the petition to list the western Joshua tree (*Yucca brevifolia*) as threatened or endangered under the California Endangered Species Act.



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Michael Errante

SUBJECT: Fiscal Year 2020-2021 Budget Amendments and Staffing Changes in various Public Works divisions.

RECOMMENDED ACTION:

Request Board:

A) amend the Fiscal Year 2020-2021 Bishop Airport Budget 150100 as follows: increase revenues in Operating Transfers In Revenue Code No. 4998 by \$32,665; increase appropriation in Salaried Employees object code (5001) by \$7,680; increase Retirement & Social Security object code (5021) by \$470; increase PERS Retirement object code (5022) by \$745; increase Medical Insurance object code (5031) by \$12,900; increase Disability Insurance object code (5032) by \$75; decrease Other Benefits object code (5043) by \$1,620 (*4/5ths vote required*);

B) amend the Fiscal Year 2020-2021 General Revenues & Expenditures Budget 011900 as follows: increase appropriations in Operating Transfers Out (5801) by \$32,665 (*4/5ths vote required*);

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D) amend the Fiscal Year 2020-2021 Public Works Budget 011500 as follows: increase revenues in Intra County Charges Revenue Code No. 4824 by \$12,415; increase appropriations in Salaried Employees Object Code (5001) by \$10,450; increase Retirement & Social Security object code (5021) by \$830; increase PERS Retirement object code (5022) by \$1,030; increase Disability Insurance object code (5032) by \$105 (*4/5ths vote required*);

E) approve the modified job description for Airport Technician I-II, and Operations Supervisor Airport and; approve the new salary Ranges as follows: Airport Technician I, from a Range 50 to a Range 56; Airport Technician II, from a Range 54 to a Range 60; and Operations Supervisor Airports, from a Range 63 to a Range 71;

F) approve the new job description for Deputy Director of Public Works - Airports, Range 85;

G) increase the authorized strength in the Public Works Department by adding one (1) Airport Technician I,

Range 56 (\$3,391 - \$4,114) or Airport Technician II, Range 60 (\$3,758-\$4,564) with the understanding that this position remains unfunded until the Mid-Year Budget Review occurs;

H) reclassify one Associate Engineer, Range 78 (\$5,741 - \$6,976) to the Deputy Director of Public Works - Airport, Range 85 (\$6,799 - \$8,266);

I) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for a currently vacant Airport Technician I/II exists in the Bishop Airport Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Airport Technician I at Range 56 (\$3,391 - \$4,114) or an Airport Technician II, Range 60 (\$3,758 - \$4,564), depending on qualifications and;

J) grandfather in the existing Part-Time BPAR Airport Technician at Range 54, until that position becomes vacant.

SUMMARY/JUSTIFICATION:

Inyo County has been working towards commercial air service at the Bishop Airport for the last several years. The Public Works/Airport staff has worked closely with the Federal Aviation Administration on the many steps towards this goal, such as pavement rehabilitation projects, an Environmental Assessment - which will be released as a draft for public review in early 2021, procurement of an Aircraft Rescue and Fire Fighting (ARFF) vehicle, certification manuals and training documents. Another important step is to address the Bishop Airport's staffing needs for the proposed operational changes. The current staffing structure of the Airports Division includes an Operations Supervisor, one full time Airport Technician I/II, and part time (B-PAR?) Airport Technician I/II, and a part time Office Technician III; the Public Works Director/Airport Manager oversees operations.

In order to meet the requirements of a Class 1 Airport Operating Certificate under Title 14 Code of Federal Regulations, the Bishop Airport must provide, at a minimum, one trained firefighter and one personnel with basic medical responder training for each commercial service operation. ARFF staff must be on standby at the ARFF vehicle for 15 minutes before and after the operation. Operations staff must continue to provide current services, such as aircraft fueling, airfield inspection and maintenance, and customer service to the General Aviation airport users at Inyo County's four airports (fueling occurs at Bishop and Lone Pine only).

The Public Works Department proposes the following changes to the Department's structure:

1. Create a Public Works Deputy - Airports Position. This will not be an increase in authorized strength because one Public Works - Engineer Associate will be reclassified to fill the position. This position will be responsible for general oversight of the Airports Division, the Airport Capital Improvement Program, ensuring staffing levels, training and record keeping comply with federal requirements, and other duties described in the new job description including oversight of several non-airport related activities and projects.
2. Modify the job description and range of the Airport Operations Supervisor to include new duties and certifications required for the transition to commercial service.
3. Modify the job description and range of the Airport Technician I/II to include new duties and certifications required for the transition to commercial service.
4. Add one Airport Technician I/II (new duties and certifications included) to the authorized strength to address the increase in workload.

It is expected that the new Airport Technician I/II won't be hired until after mid-year budget review. Consequently, the budget is not being amended for that position at this time. If that situation were to change, staff would bring an additional budget amendment back to your Board prior to mid-year. Part of the reason for this is continue

working with the airlines on operating/lease agreements in order have a better estimate of the revenue side of the operation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could determine that certain or all of these modifications are not needed at this time. This is not recommended, as Inyo County must certify to the FAA that adequate staffing will be provided to meet all operational requirements, and training new operations staff is a lengthy process.

OTHER AGENCY INVOLVEMENT:

Auditor's Office, County Administrative Office

FINANCING:

Multiple Budget Amendments across various budget units is being requested for these changes. Moving forward, the increased salaries and benefits (accounting for a full year) will be increased by approximately \$114,000 annually in the Airports and Public Works Budgets. There is a potential for General Fund contributions in future budget years.

ATTACHMENTS:

1. Job Description: Airport Technician I-II with Fire/Medical Certification
2. Job Description: Airport Operations Supervisor with Fire/Medical Certification
3. Job Description: Deputy Director of Public Works-Airports

APPROVALS:

Ashley Helms	Created/Initiated - 10/8/2020
Darcy Ellis	Approved - 10/9/2020
Ashley Helms	Approved - 10/14/2020
Sue Dishion	Approved - 10/14/2020
Denelle Carrington	Approved - 10/14/2020
Amy Shepherd	Final Approval - 10/14/2020



AIRPORT TECHNICIAN I OR II – With Fire/Medical Certification

DEFINITION: To refuel aircraft; operate UNICOM; issue Notices To Airmen (NOTAMS), maintain facilities; track daily sales and fuel quantities; provide customer service to airport users; provide Aircraft Rescue and Fire Fighting (ARFF) duties, airport security, snow removal, first aid services; and to perform related duties as assigned.

ESSENTIAL JOB FUNCTIONS: Refuels conventional and turbine aircraft and stationary fuel facility and/or fuel truck; opens/closes airport and related facilities; provides customer service to airport users; cleans and maintains facilities; replenishes supplies, empties waste receptacles and cleans restrooms. **Must be available to regularly work weekend and holiday shifts.** This position may be asked to work a 4-10 schedule.

OTHER EXAMPLES OF DUTIES: Provides airport advisories on the UNICOM radio; maintains runway lights, airport pavements, plumbing, electrical household circuits, etc.; acts for Airport Operations Manager in his absence; assists in providing aircraft rescue and firefighting (ARFF) services at the airport (see Special Requirements section); participates in snow removal activities; assists in maintaining a variety of files and records; operates heavy equipment, including plow trucks, pickup trucks, and aircraft fire fighting vehicles. Assist in coordinating and providing security services and first aid services in accordance with CFR Part 139 regulations at the airport.

EMPLOYMENT STANDARDS:

Experience:

Airport Technician I - High school graduate or equivalent with prior experience working in a related position. Firefighting experience (volunteer or otherwise) is preferred.

Airport Technician II - High school graduate or equivalent with at least one year of prior experience working as Airport Technician I or equivalent position. Firefighting experience (volunteer or otherwise) is required.

Special requirements:

- **Must be available to regularly work weekends and holiday shifts.**
- Must successfully complete a pre-employment background check; and pre-employment and random drug screenings.
- Possession of, or ability to obtain within the state required time frame, a valid California Class C license with an acceptable driving record is required. Possession of, or ability to obtain, a valid California Class B and/or A driver's license is preferred.
- Possession of, or ability to obtain within 6 months of hire, certification as an Emergency Medical Responder (Emergency Medical Technician certification also accepted).
- Possession of, or ability to obtain within 6 months of hire, CFR Part 139 Live Fire Certification Training for Index B/C so as to be certified as an Aircraft Rescue Fire Fighter.

Knowledge of: Aircraft ground handling; fuel dispensing; building and grounds maintenance; general accounting procedures; emergency and safety procedures; radio communication equipment.

Ability to: Refuel aircraft; maintain airport facilities; answer UNICOM radio; keep books accurately; do semi-skilled and manual labor and climb 75-foot tower; communicate and work effectively with clients and public; work cooperatively with those contacted in the course of work. Maintain an

Emergency Medical Responder Certification. Learn, implement, and practice airport safety and security policies and procedures (as defined by CFR Part 139 and Part 1542). Use a computer to access and update web-based reporting systems.

Physical requirements: Employee is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls, and reach with hands and arms; stand, walk, and talk or hear; sit, climb and descend stairs and balance; stoop, kneel, crouch, or crawl and smell; must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds; specific vision abilities required include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Environmental conditions: The employee works in outside weather conditions, which may include extreme cold, windy, and extreme temperatures; works near moving mechanical parts; occasional exposure to wet and/or humid conditions, fumes, or airborne particles, toxic chemicals, risk of chemical shock, and vibration. As a fire fighter and emergency medical responder, hazardous or stressful conditions may be encountered such as smoke, fumes, extreme heat, fire, exposure to toxic substances, and people with severe injuries.



AIRPORT OPERATIONS SUPERVISOR– With Fire/Medical Certification

DEFINITION: Under general supervision, plans, coordinates, directs, and participates in the day-to-day operations of County Airports; performs routine and skilled work in the maintenance and operations of the County Airports; and performs related duties as required; provides Aircraft Rescue and Fire Fighting (ARFF) duties, airport security, snow removal, first aid services; and to perform related duties as assigned.

ESSENTIAL JOB DUTIES: Under the general direction of the Public Works Director or designee: coordinate, organize, supervise, and personally perform all activities required for airport operations at the Eastern Sierra Regional Airport and other County airports as needed; inspect airport properties, facilities and equipment and identify needed maintenance or repairs; perform or supervise manual labor in the support of the construction, maintenance and repair of airport facilities; supervise and perform the aircraft fueling operation, including accepting fuel deliveries, monitoring fuel quality and inventory, checking fueling equipment, fueling aircraft and aviation tank trucks, and preparing financial records of fuel sales; provide ground operations support to aircraft; implement emergency procedures and coordinate emergency operations; monitor and operate the UNICOM radio and provide airport advisories; maintain customer lists and administer leases for hangars, vehicles, and other facilities; with assistance, prepare and administer the annual operations budgets for County airports; prepare and submit periodic reports, status, and financial reports; ensure compliance with federal, state and local rules and regulations; promote and ensure positive public relations; coordinate with other County staff and management; provide information to general public and outside organizations/agencies; represent the County at meetings of pilot groups, local political bodies and civic groups regarding airport operations; attend meetings, seminars and training classes; and perform related duties as assigned; assists in providing aircraft rescue and firefighting (ARFF) services at the airport (see Special Requirements section); participates in snow removal activities; assists in maintaining a variety of files and records; operates heavy equipment, including plow trucks, pickup trucks, and aircraft fire fighting vehicles. Assist in coordinating and providing security services and first aid services in accordance with CFR Part 139 regulations at the airport.

EMPLOYMENT STANDARDS:

Education/Experience: High school graduate or equivalent with a minimum of three years' experience performing comparable duties. Experience in supervising personnel and managing similar operations is preferred.

Knowledge of: Practices, procedures, equipment, and supplies used in airport operations and services; Federal Aviation Administration, state and County rules and regulations governing operations, safety, security, emergencies and construction on airports; familiarity with safe work practices and techniques for employee training and supervision; standard and accepted methods of safe operation of fueling, lighting, snow removal and other airport equipment; standard and accepted methods for use of UNICOM communications; use and care of tools used in general maintenance and minor repair of airport equipment, grounds and facilities; modern office methods, equipment and procedures; basic mathematic skills.

Ability to: Understand, communicate and carry out both oral and written directions in an independent manner; plan, direct, coordinate and train staff in the operation, maintenance and repair of airport equipment, grounds and facilities; monitor, maintain and order inventories of fuel and other supplies; prepare billings and maintain financial records; perform simple accounting and other administrative functions; know and understand airport operations and observe safety rules; perform safety checks of airport equipment and facilities and perform minor repairs, as required; operate snow removal, fueling and UNICOM equipment; provide verbal information to aircraft and airport customers; prioritize assigned work effectively; establish and maintain effective working relationships with those contacted in the performance of required duties. Maintain an Emergency Medical Responder Certification. Learn, implement, and practice airport safety and security policies and procedures (as defined by CFR Part 139 and Part 1542). Use a computer to access and update web-based reporting systems.

Physical Requirements: Lifting heavy objects of up to 75 pounds; operating various power equipment; bending and twisting while in awkward positions; and ability to stand, walk, crawl, crouch, stoop, squat, twist, reach overhead and climb. The position may require occasional working at heights up to 40 feet; working near equipment and moving mechanical parts; and occasional exposure to fumes or airborne particles and toxic or caustic chemicals. The majority of assigned work is normally performed outdoors in a variety of weather conditions and the worker may be subject to ambient weather conditions ranging from a high of 120 degrees to a low of -10 degrees and exposure to dust, slippery, and uneven walking surfaces. Must have the ability to drive automotive equipment. Manual dexterity and eye-hand coordination, corrected vision to normal range, and normal hearing and talking abilities are required.

Special requirements:

- Possession of, or ability to obtain within the state required time frame, a valid California Class C license with an acceptable driving record is required. Possession of, or ability to obtain, a valid California Class B and/or A driver's license is preferred.
- Must be available to work evening hours if called out.
- Must successfully complete a pre-employment background check; and pre-employment and random drug screenings.
- Possession of, or ability to obtain within 6 months of hire, certification as an Emergency Medical Responder (Emergency Medical Technician certification also accepted).
- Possession of, or ability to obtain within 6 months of hire, CFR Part 139 Live Fire Certification Training for Index B/C so as to be certified as an Aircraft Rescue Fire Fighter.

Environmental conditions: The employee works in outside weather conditions, which may include extreme cold, windy, and extreme temperatures; works near moving mechanical parts; occasional exposure to wet and/or humid conditions, fumes, or airborne particles, toxic chemicals, risk of chemical shock, and vibration. As a fire fighter and emergency medical responder, hazardous or stressful conditions may be encountered such as smoke, fumes, extreme heat, fire, exposure to toxic substances, and people with severe injuries.



DEPUTY DIRECTOR OF PUBLIC WORKS - AIRPORTS

DEFINITION: To plan, organize, manage, and direct the administrative and operational activities of Inyo County airports and other assigned division(s) within the Public Works Department; to direct, manage, and review the work of assigned staff; to establish and implement assigned divisions' objectives and performance standards; to serve as a member of the department management team which is responsible for fulfilling the mission and carrying out the policies of the department; to promote and participate in collaborative activities, programs, and projects that cross functional areas; and to function as a positive and cooperative team member and a proactive team leader.

DISTINGUISHING CHARACTERISTICS: The Deputy Director of Public Works classification recognizes positions that provide full second-line, direct supervision to employees within assigned and major division(s) within the Public Works Department and assumes substantive and significant administrative and operational responsibility for both assigned division(s) and over-all departmental strategic planning and implementation. The Deputy Director positions also performs general administrative tasks for the Public Works Director and acts as a representative of the department to the County, its departments and outside agencies/organizations as assigned.

LEVEL OF RESPONSIBILITY AND SCOPE: Receives general direction from the Public Works Director. Exercises direct supervision over supervisory, professional, technical, and clerical personnel.

EXAMPLES OF ESSENTIAL DUTIES: **Duties may include, but are not limited to, the following:** Plans, organizes directs, and manages all administrative and operational activities within designated areas of responsibility and assigned division(s); monitors and evaluates work in progress on an on-going basis to ensure compliance with departmental mission, goals, and policies; Identifies, develops, and implements goals, objectives, and activities to be accomplished within assigned division(s); directs, coordinates, and evaluates the implementation of operational strategies and plans; Serves as a departmental management team member participating in the strategic planning, development and implementation of departmental policies, procedures, and operations; Participates in the identification and allocation of resources (fiscal, staffing, and materials); and contributes to the problem-solving, decision making, and planning activities of the Department; Provides professional and managerial resources to the Public Works Director, departmental management team, other County departments, outside agencies, and the general public in a

responsible, positive, and supportive manner. Represents the Public Works Department within the County organization as well as to outside agencies, local communities, special interest groups, businesses, and the general public utilizing principles of effective customer service; Establishes and maintains open communications with other County departments, collaborative teams, and other governmental organizations; coordinates data, resources, and work products in support of a productive and positive working relationship; Directs, supervises, and participates in the development and on-going administration of assigned division(s)' and projects' budgets; coordinates and directs the forecasting of funds and resources needed; researches and analyzes funding resources and availability; provides justifications for requested resources; Acts as a professional and technical resource related to assigned division(s) to assigned staff, the Public Works Department, the County organization, outside agencies, and the general public; provides advice, expertise, and resources in designated areas of responsibilities to multi-disciplinary projects and collaborative efforts; Participates in the development and administration of the departmental budgets as assigned; provides advice and support in the on-going monitoring and adherence to departmental budget administration; may participate in County-wide taskforces, committees, and project teams to ensure responsible administration of resources, budgets in accordance with County's needs and priorities; Participates in the selection of staff; reviews and approves/disapproves staff training; conducts performance evaluations; recommends disciplinary procedures as necessary; implements discipline procedures as directed; Researches, negotiates, prepares and administers contracts, including leases, with consultants, contractors, property owners, leases, service providers, and/or vendors of various services; researches potential funding sources, develops grant applications/proposals, negotiates agreements, and administers grant programs and budgets; Acts as primary resource regarding assigned division(s)' and related programs/projects' activities, operations, and processes; answers questions and provide information in response to requests and inquiries; investigates complaints and recommends/implements corrective action as necessary to resolve complaints; In the absence of the Public Works Director, to assume the responsibility of the Public Works Director as necessary and as assigned; Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

Experience and Training: Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be: **Experience:** At least 3 years years of progressively responsible professional administrative experience in major public works projects, building services, engineering, commercial construction, or road construction, preferably with a governmental entity, and including at least three (3) years of progressively responsible management responsibility. **Training:** Equivalent to a bachelor's degree from an accredited college or university with major coursework in business, public administration, engineering, construction management, or a closely related field. **License or Certificate:** Must possess a valid drivers license. Proof of adequate vehicle insurance may also be required. The successful candidate must complete a pre-employment

background investigation and physical examination; While desirable, registration as a Civil Engineer is not required.

A combination of experience, education, and/or training which substantially demonstrates the following knowledge, skills and abilities.

Knowledge of: Advanced principles and practices of assigned division(s) with specific knowledge and experience in the same area; Advanced principles and practices of management, leadership, motivation, team building and conflict resolution; Standard and accepted organizational and management practices as applied to development, analysis, and evaluation of programs, policies and operational needs; Standard and accepted principles and practices of budget preparation and administration; Pertinent local, state and federal rules, regulations and laws; Standard and accepted office procedures, methods and computer equipment; Standard and accepted principles and practices of research, analysis and management; Advanced principles of supervision, training and performance evaluations; Standard and accepted principles and practices of work safety.

Skill to: Provide positive and effective administrative and policy guidance to County department heads and departmental staff; Recognize issues of a sensitive or political nature; exercise independent judgment and initiative in facilitating discussions to resolve disputes, negotiate mutually satisfactory resolutions; On a continuous basis, analyze fiscal, operational and technical reports; develop, interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve issues of County-wide application; remember various personnel rules; and explain and interpret policy; Organize, implement and direct activities of professional, technical, field, office and clerical staff involved in assigned division(s) operations/activities; Prepare, interpret and evaluate, RFP's/RFQ's, contracts and leases; Administer contracts, including preparation, and evaluation of contract change orders, and preparing or approving progress pay estimates; On a continuous basis, know and understand all aspects of assigned job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures; Analyze budgets, working papers and technical reports; prepare and deliver staff reports; know laws, regulations and codes; problem solve department related issues; and interpret County-wide and Departmental policies and procedures; Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals and objectives; Interpret and apply County and departmental policies, procedures, rules and regulations in an effective and timely manner; Successfully develop, manage and monitor multiple budgets, programs and expenditures; Negotiate with and persuade individuals and groups with diverse needs and priorities in an effective and positive manner; Develop and recommend policies and procedures related to assigned operations and for multi-disciplinary assignments; Make presentations to governing boards and community groups. Gain cooperation through discussion and

persuasion; Work with various cultural and ethnic groups in a tactful and effective manner; Communicate clearly and concisely, both orally and in writing; Manage, supervise, train and evaluate assigned staff; Plan, organize and schedule priorities for self and others in an effective and timely manner; Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others; Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Typical Physical Requirements: On a continuous basis, sit at desk or in meetings for long periods of time; intermittently, walk, stand and bend while going to/from other offices and taking files to/from meetings; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with staff and to understand actions in public meetings, hearings, or administrative proceedings; and lift light weight. Stand to conduct field visits; hearing and speech to communicate in person and by telephone; minor climbing/hiking.

Typical Working Conditions: Most assigned work is normally performed in an office/public meeting environment. Incumbents will be, at times, exposed to a wide variety of climate and weather conditions while conducting field work and driving. Continuous contact with County staff, management, local, state and federal agency representatives, general public, and outside organizations/agencies.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must successfully complete pre-employment background check and physical examination.



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Leslie Chapman

SUBJECT: Equipping of Sheriff's 2020 Ford Expedition Patrol Unit

RECOMMENDED ACTION:

Request Board: A) declare Code 3 IT & System Integrations of Mojave, CA the successful bidder for the safety and communications equipping of a 2020 Ford Expedition patrol vehicle; and B) authorize a purchase order payable to Code 3 in the amount of \$12,819.58.

SUMMARY/JUSTIFICATION:

Motor Pool sought bids for the service of equipping the Sheriff Expedition from several vendors, and received responsive bids from Code 3 IT & System Integrations of Mojave, CA in the amount of \$12,819.58 and Strong's Truck & Van Upfitters of Riverside, CA in the amount of \$19,733.77. Code 3 submitted the lowest bid. This expense is necessary to equip the Sheriff's 2020 Expedition patrol unit that was purchased last fiscal year and must be equipped with safety and communications equipment.

This purchase order will be in addition to two other purchase orders currently created for Code 3 for other Motor Pool projects. One purchase order is in the amount of \$4,867.94 and another in the amount of \$4,300. The total for this vendor will then be \$21,987.52.

Motor Pool included \$300,000 in the FY 2020-2021 Motor Pool Budget for vehicles and equipping.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Motor Pool is recommending awarding the equipping of the Sheriff Patrol unit to Code 3 IT & System Integrations of Mojave, California. Your Board could choose not to award this bid. It is not Staff's recommendation due to the fact that this vehicle must be equipped with the proper safety and communications equipment.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Department

FINANCING:

The recommended purchase was included in the Fiscal Year 2020-2021 Motor Pool Budget 200100, Object

Code 5655.

ATTACHMENTS:

APPROVALS:

Teresa Elliott

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 9/30/2020

Approved - 10/2/2020

Approved - 10/8/2020

Approved - 10/8/2020

Approved - 10/8/2020

Final Approval - 10/13/2020



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Travis Dean

SUBJECT: United States Forest Service Easement Cadastral Survey - County Roads

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Meyer Land Surveying of Hesperia, CA for the performance of surveying services of four (4) County roads on United States Forest Service (USFS) land for proposed easements, in an amount not to exceed \$59,330.00 for the period between October 20, 2020 and December 26, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The USFS has indicated a willingness to consider granting these four (4) easements. In order to write the easements, proper cadastral surveys are needed for Death Valley Road, County Road, Foothill Road and a portion of Onion Valley Road.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On November 28, 2017 the County received a grant from State of California Department of Parks and Recreation in the amount of \$457,620 for a NEPA Road Review of County Roads on USFS land. There is a 26% match required by Inyo County LTC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the contract, however this is not recommended as our grant expires on December 26, 2020.

OTHER AGENCY INVOLVEMENT:

USFS

FINANCING:

Budget 504605 (LTC Trust)
Planning Grant

ATTACHMENTS:

1. Meyer Land Surveying Contract
2. Meyer Land Surveying Proposal

3. Non-Collusion Declaration

APPROVALS:

Travis Dean	Created/Initiated - 10/12/2020
Darcy Ellis	Approved - 10/12/2020
Travis Dean	Approved - 10/12/2020
Marshall Rudolph	Approved - 10/13/2020
Amy Shepherd	Approved - 10/13/2020
John Pinckney	Approved - 10/13/2020
Michael Errante	Final Approval - 10/13/2020

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.

2. TERM.

The term of this Agreement shall be from _____ to _____ 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 _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the _____ . 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 Contractor for services and work performed under this Agreement shall not exceed \$ _____ (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ _____ 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. 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, 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.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity 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 Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

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

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____

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:

	\$ 192.50	\$ 300.00	\$ 165.00	\$ 145.00	\$ 275.00	\$ 115.00	\$ 135.00	
Item 1 Death Valley road	Travel time	Per Diem	Principle Surveyor (PLS)	Project Surveyor (Management)	Crew	Surveyor Assistant	Mapping	Total per sub tem
Research			2	4		4		\$ 1,370.00
Sectional Recovery 4-6pts	3	2	4	4	16			\$ 6,817.50
Driving edge of pavement	3	2	4	4	16			\$ 6,817.50
Processing Field Data			20	2				\$ 3,590.00
Resolving Edge CL road			8				8	\$ 2,400.00
Preparing Easement Doc.							32	\$ 4,320.00
Preparing Record of Surveying							40	\$ 5,400.00
Setting Monuments 18								\$ -
Totals	\$ 1,155.00	\$ 1,200.00	\$ 6,270.00	\$ 2,030.00	\$ 8,800.00	\$ 460.00	\$ 10,800.00	Item 1 Total \$ 30,715.00

	\$ 192.50	\$ 300.00	\$ 165.00	\$ 145.00	\$ 275.00	\$ 115.00	\$ 135.00	
Item 2 County road	Travel time	Per Diem	Principle Surveyor (PLS)	Project Surveyor (Management)	Crew	Surveyor Assistant	Mapping	Total per sub tem
Research			1	1		2		\$ 540.00
Sectional Recovery 4pts	6	1	4	4	12			\$ 5,995.00
Driving edge of dirt road					4			\$ 1,100.00
Processing Field Data			4					\$ 660.00
Resolving Edge CL road			1				2	\$ 435.00
Preparing Easement Doc.							8	\$ 1,080.00
Preparing Record of Surveying							16	\$ 2,160.00
Setting Monuments								\$ -
Totals	\$ 1,155.00	\$ 300.00	\$ 1,650.00	\$ 725.00	\$ 4,400.00	\$ 230.00	\$ 3,510.00	Item Total \$ 11,970.00

	\$ 192.50	\$ 300.00	\$ 165.00	\$ 145.00	\$ 275.00	\$ 115.00	\$ 135.00	
Item 3&4 Foothill /Onion	Travel time	Per Diem	Principle Surveyor (PLS)	Project Surveyor (Management)	Crew	Surveyor Assistant	Mapping	Total per sub tem
Research			2	4		4		\$ 1,370.00
Sectional Recovery 6-8	6	2	5	5	20			\$ 8,805.00
Driving edge of dirt road			1	1	4			\$ 1,410.00
Processing Field Data			4	2				\$ 950.00
Resolving Edge CL road			2				4	\$ 870.00
Preparing Easement Doc.							8	\$ 1,080.00
Preparing Record of Surveying							16	\$ 2,160.00
Setting Monuments								\$ -
Totals	\$ 1,155.00	\$ 600.00	\$ 2,310.00	\$ 1,740.00	\$ 6,600.00	\$ 460.00	\$ 3,780.00	Item Total \$ 16,645.00

Total of All Items \$ 59,330.00

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

October 6, 2020

Travis Dean
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

Dear Mr. Dean,

Meyer Land Surveying thanks you for taking the time to review our proposal.

Meyer Land surveying was established in 2015. We are based out of Hesperia, CA to provide land surveying needs to southern California, in multiple areas of discipline from design surveys to construction staking.

Daniel Meyer our PLS has experience in residential, commercial, industrial, heavy construction, Highways, various military bases across the country. He has spent his time to train his staff in all the areas of discipline as each new project presents itself.

We look forward to serving Inyo county in completing the cadastral surveys on your behalf.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Daniel Meyer', is written over a large, loopy scribble.

Daniel Meyer, PLS



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

Request for Proposal

County of Inyo Standard Contract No. 156 | Cadastral survey of county roads

Executive Summary

Meyer land Surveying is to provide Cadastral surveys to the county of Inyo for the purpose of completing easement documents and subsequent record of survey for 4 locations. Meyer land surveying plans on completing all 4 areas by December 24th 2020 per the request of the county.

Meyer land Surveying plans on using GNSS RTK and Fast static methods of surveying to be adjusted and determined in Star-net. Upon completion of field work easement and Record of survey will be completed and delivered to the county of Inyo.

Consultant Information, Qualifications & Experience

See following page.



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

Contracting Agency/contact	Contracting Agency PM/contact	Contract amount Funding source Date Start/End	Consultant Project manager Objective, Description, Outcome
South West Gas 5241 Spring Mountain Rd Las Vegas, NV 89150	Zone Engineering 4550 West Oakey Blvd, Ste 97 Las Vegas, NV 89102 Alan Kennedy 702-877-3005	\$50,109 Source: SWG January 2019-May 2019	Daniel Meyer, PLS Provided topo and sectional boundary to determine street ROW and Easements. Resolve unknow ROW per old illegible maps. Filed ROS to put on record concluded boundary.
South West Gas 5241 Spring Mountain Rd Las Vegas, NV 89150	Zone Engineering 4550 West Oakey Blvd, Ste 97 Las Vegas, NV 89102 Alan Kennedy 702-877-3005	\$14,400 Source: SWG January 2019-May 2019	Daniel Meyer, PLS Provided topo and sectional boundary to determine existing SCE ROW for the design of new High-pressure lines. Drove existing dirt roads to map location. Delivered Cad topo map with sectional lines surveyed and plotted
Southern California Edison 2244 Walnut Grove Ave. Rosemead, CA 91770	Beta Engineering 4725 Highway 28 E. Pineville, LA 71360 Dane Anderson 858-750-2370 x 834	\$58,790 Source: SCE March 2018-June 2018	Daniel Meyer, PLS Surveyed 3 locations one in Pisgah, Ca Boulder, NV Laughlin, NV Performed Topo/Scan/Record of survey at Pisgah location. Topo/Scan/ Boundary determination Delivered CAD in Multiple zones in both Grid and Ground to client for design. Delivered Point Clouds Of substations
Southern California Edison 2244 Walnut Grove Ave. Rosemead, CA 91770	Charge Point 240 E. Hacienda Ave Campbell, Ca 95008 Collen Obrien 669-271-4088	\$60,225 Source: Unknown August 2018- November 2018	Daniel Meyer, PLS Surveyed 12 Locations in 3 counties Performed Topo/Scan/ Boundary determination Delivered CAD and PDF of topo in both our standard format and SCE standards
Private Amazon Unknown	AMES Construction 8333 E Hartford Dr. Scottsdale, AZ 85288 Josh Yates 951-833-3904	\$338,576 Source: Amazon March 2020- Present	Daniel Meyer, PLS Construction Survey on Airside apron Performed Control surveys and construction layout of all construction for Airside of project On going.
Private in conjunction with LA county & Cal Trans D7	GPS Curtis, LLC 1001 Bridgeway No. 246 Sausalito, Ca 94965 Tracey Brownfield 415-519-6530	\$87,614 Source: Private investors July 2020-October 2020	Daniel Meyer, PLS Provided Hydrology study and performed ALTA Record of survey for Approximately 174 acres with 11 parcels. This project presented challenges of acts of congress hard calls illegible docs and an abundance of missing monuments. Deliverable in progress



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

Organization and Approach

- Daniel Meyer, PLS will be the lead as the principle and project surveyor
- Tim Garton will assist in research and compiling existing record data from: county & BLM
- Rodney Kregel, LSIT will be the lead Party Chief in the field
- MLS will run 2 crews with varying personnel under the direct direction of Rodney Kregel
- Daniel Meyer will assist in the field at times to manage the progress of the project.
- Paul Schell, PLS and Greg Valdez, LSIT will be responsible for collecting the field data from the crews and processing the data.
- Greg Jackson our Sr. Draftsman/mapper will begin the process of mapping and writing the legal descriptions under the direction and assisted by Daniel Meyer
- Paul Schell and Greg Valdez will coordinate with Daniel and Rodney as to what additional data if any will be needed as we progress through the projects
- Greg Jackson will prepare under the direction of Daniel the Record of survey

Work Plan

Step 1

- Preliminary Research
- Mobilize field crew to begin control and monument recovery
 - *Note: The focus of monument recovery will be approximately every 2 sections (or as is available) with the monuments both left and right closest to the road on a section line to establish distant calls on such lines to control the legal description.*
 - Control will be established sufficient (approx. 5 points) to create a calibration every linear mile of the road with as little supplemental control as possible utilizing the monuments where it is efficient. The purpose of this is to create a calibration for every section of road so we can drive the edges of the road with a calibration and maintain the accuracies needed. We will work from West to East or vis versa depending on counties preference.

Step 2

- Paul Schell will Process data and create the calibrations for the above-mentioned mile sections

Step 3

- Rodney Kregel and subsequent crews will drive the northerly and southerly edges of the road in each section and export the data to the Greg Jackson to begin the establishment of the centerline of the road



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

Step 4

- Greg Jackson will create the legal documents for Daniel Meyer to review before submitting to the county.

Step 5

- Upon approved legal description Greg Jackson and Daniel Meyer will complete the Record of survey

Step 6

- All electronic data will be delivered in C3D and can be exported to various type of file for delivery upon county's request.

Each of the above Steps will be repeated for each portion of the scope in priority 1-4

Field work Schedule

Death Valley Road

- Field work: 10 working Days
- Easement doc: Deliver 6 working days after Field complete
- Record of survey completed: 5 working days after approved Easement doc.

County Road

- Field work: 2 working Days
- Easement doc: Deliver 4 working days after Field complete
- Record of survey completed: 5 working days after approved Easement doc.

Foothill Road/Onion Valley Road Combined

- Field work: 2 working Days
- Easement doc: Deliver 4 working days after Field complete
- Record of survey completed: 5 working days after approved Easement doc.

Roughly 2-3 weeks solid work in the field from start

Roughly 4-6 weeks from start to complete office work



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

Conflict of Interest Statement

See attached non-collusion declaration

Litigation

None

Contract Agreement

No changes needed

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CFO of Meyer Land Surveying, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/07/2020 [date], at Hesperia [city], CA [state].

Signed:  _____

Title: CFO _____



County of Inyo



County Administrator - Library

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Leslie Chapman

SUBJECT: John R. Ziegler contribution to the Inyo County Free Library

RECOMMENDED ACTION:

Request Board accept donation of John R. Ziegler charitable remainder trust, with a current value in excess of \$70,000, to the Inyo County Free Library to be used for library improvements that do not supplant the normal Library budget.

SUMMARY/JUSTIFICATION:

Attached is a letter from John R. Ziegler, a property owner in Olancho since 1964, advising your Board that he has named the Inyo County Free Library as a beneficiary of his Charitable Remainder Trust. The current value of the trust exceeds \$70,000 and Mr. Ziegler states in his letter, "My hope is that the funds would be used to improve the quality of some aspect of the library service and that it would not cause a reduction in the normal amount budgeted for the library.

Consequently, staff recommends that the County accept this very generous gift and place it in the Library Trust until a use that honors Mr. Ziegler's wishes is identified and approved by your Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

If approved as recommended, the donation will go into the Library Trust and budgeted when a suitable use is determined and approved by the Board.

ATTACHMENTS:

1. John R. Ziegler Donation Letter

APPROVALS:

Leslie Chapman
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Leslie Chapman

Created/Initiated - 9/30/2020
Approved - 10/2/2020
Approved - 10/2/2020
Approved - 10/5/2020
Final Approval - 10/14/2020

JOHN R ZIEGLER

COUNTY OF INYO
BOARD OF SUPERVISORS

RECEIVED
2020 SEP 30 AM 7:56

INYO COUNTY
ADMINISTRATIVE
OFFICE

DEAR BOARD MEMBERS

I live on Sage flats Dr south of Olancha. I created a charitable

Remainder trust many years ago. I can select and/or change the non-profit who will get the remainder of the assets upon my death.

A few years ago I designated the remainder beneficiary to be the free library of Inyo County. My hope is that the funds would be used to improve the the quality of some aspect of the library service and that it would not cause a reduction in the normal amount budgeted

For the library.

The current value of the trust is in excess of \$70,000. Normally the trust is terminated upon the death of the annuitant but I am considering terminating the trust early and distributing the corpus

During my lifetime. The investments would be liquidated & the distribution would be all cash.

I was told that the Board must approve accepting the gift. If I do not choose to terminate the trust early, the distribution to the County will take place upon my demise. My son Craig is the successor trustee and would make the distribution if it is approved.

I am 86 years old and in poor health. I was a Sr V.P at Santa Barbara Bank and Trust and I managed the Trust and Investment Div. I have owned the property so. of Olancha since 1964.

Please approve the receipt of these funds sometime this year or upon my demise.

 9-26-20

JOHN R ZIEGLER
P O BOX 24, OLANCHA CA 93549
sbjohnz@gmail.com
760-371-5332



County of Inyo



Clerk-Recorder - Elections

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Kammi Foote

SUBJECT: Recommend that the Board of Supervisors issue an order declaring appointed-in-lieu of election those candidates submitted for the special districts for the November 3, 2020 Uniform District Election as per the Clerk's Certificates.

RECOMMENDED ACTION:

Request Board: A) issue an order declaring appointed-in-lieu-of-election those candidates submitted for the special districts for the November 3, 2020 Uniform District Election as per the Clerk's Certificates for positions where there are not more interested candidates than positions available; and B) appoint any interested qualified citizen to serve on the Keeler Community Services District (letters of interest for Jim Macey and Alice Robertson are attached).

SUMMARY/JUSTIFICATION:

The Board of Supervisors, as supervising authority, makes the appointments of... "the person or persons, if any, who have filed declarations of candidacy" {Elections Code §10515(a)} and "if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held" {Elections Code §10515(b)}.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not issue an order declaring candidates appointed in lieu of election, which would be contradictory to Elections Code §10515.

OTHER AGENCY INVOLVEMENT:

Not applicable

FINANCING:

No impact

ATTACHMENTS:

1. Clerk's Appointment in Lieu Certificates

APPROVALS:

Michele Hartshorn
Kammi Foote
Darcy Ellis
Michele Hartshorn
Marshall Rudolph

Created/Initiated - 10/8/2020
Approved - 10/8/2020
Approved - 10/12/2020
Approved - 10/13/2020
Final Approval - 10/15/2020

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:

Walter D. Sharer – 4-year term
Gary James Doyel – 4-year term

4. The number of vacancies remaining is: **One 4-year term**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Walter D. Sharer – 4-year term
Gary James Doyel – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Kent Schlick

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

Kent Schlick

PO 281

Big Pine, CA 93513

Inyo County Board of Supervisors

c/o Michele Hartshorn

Drawer F

Inyo County, CA 93526

Dear Inyo County Board of Supervisors:

I am writing to let you know I would be willing to fill any vacancy on the Big Pine Water District Board if needed.

Thank You,

Kent Schlick

SEP 28 2020
INYO CO. CLERK
KAMMI FOOTE, CLERK

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **One 2-year term**
3. The names of the persons submitting Declarations of Candidacy are:

Pete Schlieker – 2 Year
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Pete Schlieker – 2 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Darwin Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **two** 2-year terms
3. The names of the persons submitting Declarations of Candidacy are:

Tam Mcpartland – 4 Year	Kathy Davis – 4 Year
David Lesty – 2 Year	Samuel Rosan – 2 Year
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Tam Mcpartland – 4 Year	Kathy Davis – 4 Year
David Lesty – 2 Year	Samuel Rosan – 2 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **East Independence Sanitary District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one 2-year term and three 4-year terms**
3. The names of the persons submitting Declarations of Candidacy are:

Craig Leck – 4 Year

4. The number of vacancies remaining is: **Two 4-year terms and One 2-year term**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Craig Leck – 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **Two 4-year terms and One 2-year term** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Elizabeth (Liz) Toton
Ogilvie (Gil) Larimor

FILED DECLARATION OF CANDIDACY WHICH WAS
QUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: _____
Elections Clerk



East Independence Sanitary District
336 Rosedale Drive
PO Box 453
Independence, CA 93526

September 21, 2020

To Whom It May Concern:

As a full-time resident of Independence and homeowner of the property at 150 Rosedale Drive I am qualified and interested to serve on the East Independence Sanitary District Board of Directors.

Sincerely,



Ogilvie (Gil) Larimore

818-675-6156



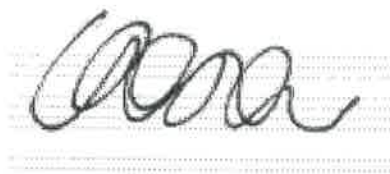
East Independence Sanitary District
336 Rosedale Drive
PO Box 453
Independence, CA 93526

September 21, 2020

To Whom It May Concern:

As a full-time resident of Independence and homeowner of the property at 150 Rosedale Drive I am qualified and interested to serve on the East Independence Sanitary District Board of Directors.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Toton", is written over a series of horizontal dotted lines.

Elizabeth (Liz) Toton



★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Eastern Sierra Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Russell Adams – 4 Year **Ronald Stone – 4 Year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Russell Adams – 4 Year

Ronald Stone – 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: _____
Elections Clerk



★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms and two 2-year terms**
3. The names of the persons submitting Declarations of Candidacy are: **Nobody filed.**
4. The number of vacancies remaining is: **Five**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **three 4-year terms and two 2-year terms** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020



Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one 4-year terms**
3. The names of the persons submitting Declarations of Candidacy are:

Alan Broch - 4 Year
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Alan Broch - 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: _____
Elections Clerk



★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Keeler Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms and two 2-year terms**
3. The names of the persons submitting Declarations of Candidacy are:
Noah Weidermann Bricker – 2 Year **Dan Dickman – 2 Year**
Sharon Cummings - 4 Year
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Noah Weidermann Bricker – 2 Year **Dan Dickman – 2 Year**
Sharon Cummings - 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
Jim Macey
Alice M. Robertson

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS:
None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

Michele Hartshorn

From: jim macey <keeler131p@icloud.com>
Sent: Wednesday, September 30, 2020 2:36 PM
To: Michele Hartshorn
Subject: Letter of interest

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

The Inyo County Board of Supervisors
C/o Inyo County Elections
168 N. Edwards, Independence, Ca 93526

To Whom it May Concern:

My name is Jim Macey. I have owned property and established a home in Keeler for 40 years. When possible I have often volunteered on behalf of the Keeler Community Service District. (KCSD). The management of our water district is crucial to the well-being of our community.

As a former KCSD board member I feel, at this time, the need to further serve my community as a director on the KCSD board. I'd like to fill the four year term which begins December 1. I look forward to, once again, working with the current board.

Sincerely,
Jim Macey

Pox 131
Keeler, ca 93530

Ph: 760 876 5817

SEP 30 2020

**INYO CO. CLERK
KAMMI FOOTE, CLERK**

Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Dear Inyo County Board of Supervisors

I would like to express my interest in becoming a Board Member with the Keeler Community Service District where I can use my skills to help KCSD reach its objectives.

I have been a Keeler resident since 1992 and previously served on the board from December 1st 1995 to July 1st 2005 in various positions including Director, Chairman, Secretary, and D1 Operator. During this time frame I ran pilot projects with Isolux and later MEI to explore water treatment options including source and point of use filtration methods. During this time I also managed maintenance of the system including systemwide chlorination for pathogen management, biannual servicing and cleaning of the water tank, water quality testing, and all maintenance and installation of gate valves, water mains, risers, etc including regular system purges.

Now that my children have left and my health issues have been resolved, I would like to return to the board.

Please accept this letter of interest as you consider filling the Keeler Community Service District vacancy.

Sincerely,

Alice M. Robertson



★ CLERK'S CERTIFICATE ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms and two 2-year terms**
3. The names of the persons submitting Declarations of Candidacy are:
Joyce Spearman – 4 Year **Doris Brackney – 4 Year**
Brian Avery – 4 Year
4. The number of vacancies remaining is: **Two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Joyce Spearman – 4 Year **Doris Brackney – 4 Year**
Brian Avery – 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Mesa Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms and two 2-year terms**
3. The names of the persons submitting Declarations of Candidacy are: **Nobody filed**
4. The number of vacancies remaining is: **two 4-year terms and two 2-year terms**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District: **None**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **four** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Nathaniel Gratz – 4 year term
Karen Kiefer-Cudney
Kari Orr - 2-year term
Suzanne C Robinson – 2 year term

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk



September 28 2020

Inyo County Board of Supervisors
c/o Kammi Foote
Inyo County Clerk/Recorder Office
Independence, CA 93526

RE: Mesa Community Service District Board Member Letter of Interest

Dear Inyo County Supervisors,

My name is Nathaniel Gratz and I would like to continue serving as a board member of the Mesa Community Service District. I've enjoyed my time working to restructure and revitalize our SD. I have learned there are many issues that need oversight, and have tried to help make decisions that will accommodate the concerns of all parties and benefit our great community..

I was born and raised in Inyo County: this is my home. I understand the value of the area where we live and the importance of good stewardship and protection. Inyo County is a recreational community and a special place to live. Keeping the valley healthy, vital and attractive are critical values that I endeavor to promote and preserve.

Before becoming a Master Automotive Mechanic and business owner, I went to college for geo-hydrology. While attending highschool and college I worked for the BLM here in Bishop. I had the opportunity and privilege to learn about the geology of the Owens Valley and the Sierra Nevada Mountains. The protection of our many ecosystems that are represented here Inyo County are of paramount importance to me.

I would greatly appreciate your consideration of my application for reappointment to the Mesa Community Service District for a 4 year term. We are just getting started and I would be honored to continue serving our community .

Sincerely,

Nathaniel Gratz



September 16, 2020

Karen Kiefer-Cudney
409 Arboles Drive
Bishop, CA 93514

Inyo County Board of Supervisors
c/o Kammi Foote
Inyo County Clerk/Recorder Office
Independence, CA 93526

RE: Mesa Community Service District Board Member Letter of Interest

Dear Inyo County Board of Supervisors,

I would like to express my interests in remaining on the Board of the Mesa Community Service District. I am presently on the Mesa Board but with the understanding that my term will soon expire. Please accept this letter of interest as you consider my request. If you have any questions please feel free to contact me at kcudney39@yahoo.com or 760 387-2414. Thank you for your time.

Best regards,



Karen Kiefer-Cudney

cc: Mesa Community Service District



Inyo County Board of Supervisors

September 11, 2020

C/O Michele Hartshorn

Inyo County Clerk/Recorder

Drawer F

Independence, CA 93526

Dear Inyo County Board of Supervisors,

I Would like to express my interest in staying on the Mesa Community Service District. I misunderstood the election notice and deadline for filing.

I was an interictal part of restarting the Board for the District back in 2015 after it had been disbanded in 2007. While on the Board, we have reestablished accounts payable for County tax, District Insurance and well water testing for the residence of the District. We have reached out the Community about the future of the Parcel they own and what they'd like to see it be used for. We now have a community kiosk for noticing Board meetings locally and any other pertinent information. We have 2/3 plus residents' on social media Nextdoor and MSCD website (<https://mesacsd.specialdistrict.org/>).

I would like to be part of the future of the Mesa Community Service District as we move into the future. There are several items on the agenda to be discussed and implemented. The Board has been working with Bishop Fire and discussing fire suppression for not only the Mesa but neighboring communities. We plan on testing well water quarterly for coliform and Nitrate along with continued education with septic maintenance. In order to continue services, the Board will need to reestablish a County tax assessment which we have been working on a budget to stay in compliance with Prop 218. Much more needs to be done and a fully balance Board with diverse members with everybody taking part in duties is the only way to grow.

Please except this letter of interest as you consider filling the Mesa Community Service District two 2-yr term vacancies.

Thank you for your time,



Kari Orr

Mesa Community Service District



September 16, 2020

LETTER OF INTEREST

FROM: Suzanne C Robinson
106 Mesa Vista Dr.
Bishop, CA 93514

TO: Inyo County Board of Supervisors

ATTN: Kammi Foote, Inyo County Clerk/Recorder
Offices of Inyo County
Independence, CA 93526

RE: Mesa Community Service District Board Membership

I, Suzanne C Robinson, would like to express my interest in remaining on the Board of the Mesa Community Service District.

I am presently serving as Secretary of the Mesa Community Service Board of Directors. I understand my term is about to expire.

I have been a resident of Inyo County since 2001, am a former small business owner in Bishop for 17 years and am currently retired. In my past careers, I have filled many positions in multiple business offices, Human Resources, and CEO of a medical center credit union.

Please accept this Letter of Interest and consider it my request to be considered to remain on the Board of Mesa Community Service District for a term of 2 years.

If you have any questions, please feel free to contact me at this email or by telephone at 760-920-5657.

Sincerely,

Suzanne C Robinson

SENT VIA EMAIL:

CC: MESA COMMUNITY SERVICE DISTRICT



★ CLERK'S CERTIFICATE ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Olancha Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **three**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **three** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Neale Gordon
Lu-Ellen Hays
Tim Jones

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk



Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I would like to express my interest in remaining a Board Member with the Olancha Fire Department/Olancha Community Services District. I am currently a Board Member and have served for several terms. As a long term property owner in the area, I have a vested interest in the success of the Olancha Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neale Gordon', with a long horizontal flourish extending to the right.

Neale Gordon



Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer P
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I, Lu-Ellen Hays wish to submit my application for the vacated Olancha Service District Board seat with the Olancha Cartago Fire Department, Board of Directors. I have lived in the Olancha Services District /Olancha Cartago Fire Department for over 50 years and have approx. 9 years' experience as a rural fire Department Director With the OCFD. I am retired from Los Angeles Department of Water (35years) and Power as well as 22 years' experience in the USN/R. I have been married to my wife Judy for 58years and I Support and Enjoy this community so would enjoy serving with the Olancha Service District

Thank You for your consideration.



Lu-Ellen Hays USNR (Retired)
2440 Sage Flats Drive
P. O. Box 154
Olancha, CA 93549-0154



Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I would like to express my interest in remaining a Board Member with the Olancha Fire Department/Olancha Community Services District. I am currently a Board Member and have served for several terms. As a long term property owner in the area, I have a vested interest in the success of the Olancha Fire Department.

Sincerely,



Tim Jones



★ CLERK'S CERTIFICATE ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra Highlands Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**
2. The names of the persons submitting Declarations of Candidacy are:

Bruce Kingsbury – 4 Year

John Beischel – 4 Year

James E. Langley – 4 Year

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Bruce Kingsbury – 4 Year

John Beischel – 4 Year

James E. Langley – 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: _____
Elections Clerk

★ CLERK'S CERTIFICATE ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms and three 2-year terms**
3. The names of the persons submitting Declarations of Candidacy are:

Jon Zellhoefer – 4 Year
D. Paul Carter – 4 Year
Christine M. Horne – 2 Year

Gary Barkley – 2 Year
Robert Barbee – 2 Year

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jon Zellhoefer – 4 Year
D. Paul Carter – 4 Year
Christine M. Horne – 2 Year

Gary Barkley – 2 Year
Robert Barbee – 2 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Starlite Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**
4. The names of the persons submitting Declarations of Candidacy are:

Catherine Sanchez-Strand – 4 year

Karen Nelson – 4-year

Linda Emerson – 4 Year

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Catherine Sanchez-Strand – 4 year

Karen Nelson – 4-year

Linda Emerson – 4 Year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra North Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms and three 2-year terms**
5. The names of the persons submitting Declarations of Candidacy are:

Linda Baptie – 4 Year

Charles Phinizy – 4 Year

Ryan Naranjo – 2 Year

Sagette Gilbert – 2 year

4. The number of vacancies remaining is: **one 2-year term**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Linda Baptie – 4 Year

Charles Phinizy – 4 Year

Ryan Naranjo – 2 Year

Sagette Gilbert – 2 year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **one** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS:

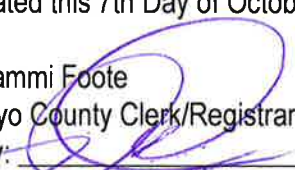
None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk

★ **CLERK'S CERTIFICATE** ★
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2020 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2020. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Northern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District Zones 4 is **one 4-year term** & District Zone 5 is **one 2-year term**
6. The names of the persons submitting Declarations of Candidacy are:

Mary Mae Kilpatrick **4 year term – Director Zone 4**

Topah Spoonhunter **2 year term – Director Zone 5**

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Mary Mae Kilpatrick **4 year term – Director Zone 4**

Topah Spoonhunter **2 year term – Director Zone 5**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

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Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District at large are **three 4-year term** and **one 2-year term**
7. The names of the persons submitting Declarations of Candidacy are:

Charles Carson	4 year term	Carma Roper	4 year term
Mark Lacey	4 year term	Bruce Branson	2 year term

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Charles Carson	4 year term	Carma Roper	4 year term
Mark Lacey	4 year term	Bruce Branson	2 year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Death Valley Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**
8. The names of the persons submitting Declarations of Candidacy are:

Crystal Joyce Aldrich **4 year term**

Joyce Owen **4 year term**

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Crystal Joyce Aldrich **4 year term**

Joyce Owen **4 year term**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters

By:  _____
Elections Clerk

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Owens Valley Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**
9. The names of the persons submitting Declarations of Candidacy are:

Emily N. Faircloth **4 year term**

Steven E. Pischel **4 year term**

4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Emily N. Faircloth **4 year term**

Steven E. Pischel **4 year term**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Round Valley Joint Elementary School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one 4-year terms**
10. The names of the persons submitting Declarations of Candidacy are:
Andrea Johle **4 year term**
4. The number of vacancies remaining is: **none**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Andrea Johle **4 year term**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS:
None

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 7th Day of October, 2020

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk



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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Inyo Mono Resource Conservation District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

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None

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Kammi Foote
Inyo County Clerk/Registrar of Voters

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Elections Clerk





County of Inyo



County Administrator - Emergency Services & Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Rhiannon Baker

SUBJECT: Motel Contract for COVID-19 Related Shelter

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and America's Best Value Inn of Bishop, CA for the provision of COVID-19 related sheltering in an amount not to exceed \$50,000.00 for the period of October 20, 2020 until terminated by either party, contingent upon the Board's approval of future budgets, and authorize the Chairperson and Dr. James Richardson to sign.

SUMMARY/JUSTIFICATION:

This agreement will be used to secure rooms that can be used as an emergency non-congregate shelter (NCS) to house persons impacted by the COVID-19 emergency, providing them a safe place to stay when they cannot return to their homes.

The shelter will be available with referral from the hospital for individuals who meet the following criteria: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. Once placed in the shelter, residents will be provided 3 meals a day, will have daily check-ins with a case manager and will be tracked by public health staff.

The creation of an NCS was initially requested by NIHD, to relieve potential pressure on their inpatient beds and reduce the probability of debilitating hospital surge. We have experienced success in placing individuals in the three currently contracted hotels, however with increased tourism in the area we are respectfully requesting your approval of contracting with a fourth motel to help ensure room availability.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved this contract with three initial motels on April 28, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement which may result in the inability to shelter a COVID-19 related patient in the event that local motels reach capacity.

OTHER AGENCY INVOLVEMENT:

Local hospitals

FINANCING:

These expenses will be paid out of the Health (045100) budget, Professional Services (5265) object code. Then they will be reimbursed by CMSP-CERG monies that are being held in our HHS Suspense Trust (505104).

ATTACHMENTS:

1. America's Best Value Inn Contract

APPROVALS:

Rhiannon Baker	Created/Initiated - 10/7/2020
Darcy Ellis	Approved - 10/7/2020
Meaghan McCamman	Approved - 10/7/2020
Melissa Best-Baker	Approved - 10/7/2020
Marilyn Mann	Approved - 10/7/2020
Marshall Rudolph	Approved - 10/7/2020
Amy Shepherd	Approved - 10/7/2020
Marilyn Mann	Final Approval - 10/7/2020

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES

LOCATED AT:

192 Short Street, Bishop, CA 93514
(Americas Best Value Inn)

OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.

03-0377779, dba Americas Best Value Inn

TENANT AGENCY

Inyo County Department of Emergency Services

Preamble

This MASTER OCCUPANCY AGREEMENT, made and entered into this day of April, 2020 by and between

America's Best Value Inn, Bishop, CA

hereinafter called the Owner, without distinction as to number or gender, and the County of Inyo, a political subdivision of the State of California, hereinafter called the County. **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County intends to hire from the Owner the Premises, consisting of certain dwelling rooms "AS IS" with appurtenances situated in the City of Bishop, County of Inyo, State of California, and more particularly described as follows:

Hotel/motel rooms located at:

A. 192 Short St. Bishop, CA 93514

For the location identified in A above, the hiring shall include at least 1 parking space per room contiguous to the subject hotel building. And the County shall have access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have

certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure.

The specific room(s) and number(s) of room(s) subject to this Agreement shall be hired upon execution of one or more Room Agreement Attachment(s) attached hereto as Attachment A.

Term 2. The term of this Master Occupancy Agreement shall commence upon execution of this Agreement, and shall continue until terminated by either party, with at least 30 days written notice.

Termination of Room Tenancy 3. The County may terminate this occupancy agreement at any time by giving 24 hours written notice to the Owner prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid based on the actual number of days the County occupies the premises following the effective date of termination.

Rent 4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE PER HIRED ROOM SHALL BE 85 AND 69/100 DOLLARS (\$85.69) DURING THE TERM OF THIS OCCUPANCY AGREEMENT. THE TOTAL AMOUNT OF THIS CONTRACT AND PAYMENTS MADE UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000).

Rent shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing. Payment under this Agreement is contingent upon Owner being current on all applicable tax payments owed to the County.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Owner's invoice shall be submitted to the County not later than the fifth (5th) day of the month. The invoice 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. 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.

Invoices to County shall be sent to: PO Drawer H, Independence, CA 93526

Notices 5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner:

Americus Bestroluinn.
192 Short St
Bishop, CA, 93514
Phone No.: 760-920-8211
Hotel No.: 760-873-4912
Email: abishop991@yahoo.com

To the County:
MARILYN MANN
DEPARTMENT OF HHS
163 MAY STREET
BISHOP, CA
93514

Phone No. (760) 873-3305
Email: mmann@inyocounty.us

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: AMERICAS Best value inn
and mailed to: 192 SHORT ST.
BISHOP, CA, 93514

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County's use and provided at no additional cost.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, during the term of this occupancy agreement shall furnish the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which County shares with other users, if any:

- A. Sewer and water service, including both hot and cold water to the lavatories.
- B. [RESERVED]
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Keys or key cards, including access to use the system for the room key cards, for use in the guest rooms and any training associated with the use of the room keys or key cards, if applicable. The keys or key cards will be provided to County upon taking possession of the Premises.
- E. [RESERVED].

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

In recognition of the extraordinary circumstances necessitating this agreement and cooperation with Owner, the County shall provide certain risk control services at no cost to the owner as defined as follows. The County shall provide the County's clients residing in the hotel all housekeeping, linen service, meals, and case management to ensure clients comply with rules of their isolation and to minimize and residual impact to the hotel from the occupancy. The County will also rope off the section of rooms occupied by County clients to remind Owner's employees and other guests to refrain from entering the section. The owner is advised to train

employees and ask their other customers to avoid the roped-off area. Housekeeping staff will maintain a safe distance of at least six feet of the rooms and will not access the interior of the rooms or contact with room occupants. In the event hotel maintenance staff needs access to a room, arrangements must be made with the County contact/liaison to ensure safety protocols and personal protective equipment are in place for the duration of this agreement. The County shall also provide a certified deep cleaning at the conclusion of each County client's stay prior to making the room available to the hotel's other guests. The County shall furthermore offer to recognize the hotel/s in a local publication for Owner's service to the community.

Repair and Maintenance

8. During the term of this occupancy agreement, the County shall maintain the occupied premises in good repair.

Assignment and Subletting

9. The County shall have the ability to assign this occupancy agreement.

Quiet Possession

10. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

11. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render any portion of the occupied premises unusable for the purpose intended, Owner provide alternate rooms that are substantially equivalent to those originally contracted for in this Agreement.

County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

14. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

Holding Over

15. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

16. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

**Time of
Essence,
Binding upon
Successors**

17. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

18. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto,

and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

19. Owner understands and agrees to the following:

For the duration of this agreement, the County as lessee shall procure and maintain insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the County's operation and use of the leased premises, subject to the following limits and provisions:

- General liability Insurance, on an occurrence basis, including property damage and bodily injury, with a limit of at least \$1,000,000 (one million) per occurrence. The property owner shall be covered as an additional insured with respect to liability arising out of the County's use and operations of the leased premises.
- Automobile liability insurance for vehicles operated by County employees on official County business, on an occurrence basis, with a limit of \$1,000,000 (one million) per occurrence.
- Workers' compensation insurance for County employees as required by the State of California, with statutory limits.

The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County based on tort liability should be presented as a government claim to Inyo County Board Clerk, PO Box N, Independence, CA 93526.

Similarly, the Owner shall procure and maintain insurance against claims of injury to persons or damage to property, including general liability, workers' compensation, and property insurance, with limits at least as broad as those above.

Hazardous Substance

20. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

21. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. Exclusive of normal wear and tear, County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Access

22. Owner shall allow County or its agents to enter the premises as set forth in Attachment A, to stage and prepare the property for tenants, or other parties, or for any other purpose County deems necessary.

Taxes

23. Owner is solely responsible for all tax liabilities, including property taxes.

Indemnification / Hold Harmless

24. The County agrees to indemnify and hold harmless the Owner to the extent authorized by law and agrees to repair or pay for any damage proximately caused by reason of the County's use of said premises during the term of this agreement, except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

Owner understands the hazards of the novel coronavirus ("COVID-19") and is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 as well as those established by California state and local executive and public health orders. Owner acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, state, local and CDC guidelines are regularly modified and updated and Owner accepts full responsibility for familiarizing himself/herself with the most recent updates and relaying those updates to Owner's employees and other third parties who may be impacted by these guidelines.

Owner further understands that its employees, residents, guests and other third parties may be at risk themselves and may expose others and/or contract COVID 19 during the course of their employment, residency or tenancy at the hotel. Notwithstanding the risks associated with COVID-19, which Owner acknowledges, Owner hereby willingly chooses to participate in this Occupancy Agreement. Owner shall make every effort to direct its employees and other guests to avoid the rooms roped-off and occupied by County's clients.

In consideration of the above, Owner acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from its employees and other third parties being on the premises and participating in the Occupancy Agreement and hereby RELEASE, WAIVE and DISCHARGE, County, its officers, agents, employees and volunteers from any liability related to COVID-19 which might occur as a result persons being on the premises and participating in the Occupancy Agreement.

Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

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

Exclusive Use

25. [RESERVED]

Occupancy of Premises

26. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the Premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies

27. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

FEDERAL PROVISIONS**Clean Air Act**

28. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

29. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

30. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water
Pollution
Control Act**

31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

33. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

34. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

35. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

36. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

37. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

38. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

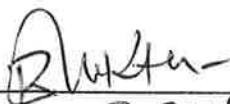
C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By
Date



9-30-20

**Procurement
of Recovered
Materials**

39. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

40. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

41. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

42. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

43. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
by Federal
Government**

44. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program
Fraud and
False or
Fraudulent
Statements or
Related Acts**

45. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below

COUNTY OF INYO

OWNER

By _____

By Rohit Blumkin

Date _____

Date 9-30-20

Approved

By _____

By _____

Date _____

Date _____

I hereby attest that this MASTER OCCUPANCY AGREEMENT is entered into in accordance with the direction or guidance of the Inyo County Public Health Officer, and in accordance with applicable state and local laws.

By _____

DR. JAMES RICHARDSON
INYO COUNTY PUBLIC HEALTH OFFICER

Date _____



County of Inyo



Probation

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Jeffrey Thomson

SUBJECT: Modification to Tuolumne County Agreement

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 2 to the Memorandum of Understanding between Inyo County and Tuolumne County that increases the daily bed rate to \$175.00 per day and guarantees one (1) bed at the Tuolumne Juvenile Hall at a daily rate of \$150.00 and \$175.00 per day for every subsequent bed used by Inyo County, and authorize the Chairperson and Chief Probation Officer to sign.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Tuolumne County on September 22, 2017, to obtain facilities and services for the detention and/or commitment of juvenile offenders.

Tuolumne County notified the probation department that a rate increase will be implemented in order to continue to provide partnering counties with a high quality detention facility for the detained youth of the foothills and Sierra Nevada mountains, provided partnering counties agree to pay a fair share of the operational cost necessary to manage juvenile detention services. There has not been a rate increase since the facility opened in 2017.

In the last 3 years Inyo County has averaged approximately 3 youth per day detained in any of the five (5) juvenile halls that Inyo has a memorandum of agreement with for detention beds. These MOAs include: El Dorado County at a cost of \$90/day for detention and \$100/day for the commitment program; Kern County at a cost of \$160/day for detention and \$185/day for the commitment program; Nevada County at a cost of \$125/day; and Tulare County at a cost of \$135/day. The proposed rate increase for Tuolumne County is in-line with other rates that Inyo currently pays to detain our youth.

In an effort to utilize detention beds in the most cost effective way, a contract with Tuolumne for one (1) guaranteed bed is recommended. It became quite apparent, especially during this period of pandemic, that a guaranteed bed is needed. The probation department, on several occasions in the last few months, was unable to detain youth due to the fact that Juvenile Halls across the State were not accepting any out-of-county youth. In addition, if the State is successful in closing the Department of Juvenile Justice facilities (DJJ), it will become increasingly difficult to secure a bed for our local youth who may be in need of detention. It is the expectation of the Governor that all youthful offenders will be detained in local county facilities. The State no longer will house youthful offenders. This means that youth who were previously committed to DJJ will be detained in local facilities thereby decreasing the number of beds available to counties who do not have a juvenile hall. Currently there are

16 counties that do not have a juvenile hall.

Tuolumne has agreed to reduce the \$175.00/day rate to \$150/day if Inyo enters into a contract for a guaranteed bed. Since the distance traveled to Tuolumne Juvenile Hall almost doubles during the winter months when the pass is closed, Tuolumne County has agreed that the contract would be effective only during the times the pass is open.

For the FY20-21 Budget, the Probation Department increased the out-of-county budget in anticipation of rate increases and the possibility of contracting for guaranteed bed space.

The original agreement signed in 2017, may be modified in writing and signed by all parties. The Probation Department requests that the agreement be modified to include the daily rate increase in the amount of \$150.00 per day for one (1) guaranteed bed and \$175.00 per day for each subsequent bed used, effective October 6, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

Increase the daily rate per youth to \$175.00 and guarantee a bed at a rate of \$150.00 per day.

ATTACHMENTS:

1. Tuolumne County MOU Amendment 2

APPROVALS:

Krystal Phillips	Created/Initiated - 10/6/2020
Darcy Ellis	Approved - 10/6/2020
Krystal Phillips	Approved - 10/6/2020
Marshall Rudolph	Approved - 10/7/2020
Amy Shepherd	Approved - 10/7/2020
Aaron Holmberg	Approved - 10/7/2020
Jeffrey Thomson	Final Approval - 10/8/2020

AMENDMENT #2 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment # 2 (“Amendment #2”) is entered into this _____ day of _____, 2020, by and between the County of Tuolumne (“County”) and the County of Inyo (“Agency”).

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding (“MOU”) for the placement of Agency’s detained juveniles at the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #2 to this MOU shall commence on July 12, 2020, and terminate on June 30, 2021, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. The County shall provide one (1) “guaranteed” bed in its Facility for the Agency to utilize as needed for each day coinciding with the Highway 108 Sonora Pass being open for travel as determined by the California Department of Transportation during the term of this Amendment #1.
- ii. One guaranteed bed space shall mean the Agency pays County for the bed regardless of it being used to house an Agency youth for approximately six (6) months out of each year that coincides with the Sonora Pass being open for travel. It also means that during this time period when the Agency has a need to house a youth at the facility, the Agency will have one bed space dedicated to it for its use, which may require County to remove other youth in order to accommodate Agency’s need for the one (1) bed space.
- iii. If the Agency’s juvenile who begins occupying the guaranteed bed while Sonora Pass is open continues to occupy the bed while it is closed, the Agency shall be charged the guaranteed bed rate described in Section 2.B.i.a. for the duration of that juvenile’s stay at the Facility.

- iv. In the event a youth occupying a guaranteed bed needs to be removed to maintain for the safety of the youth and/or safety of the staff the Facility, the Chief Probation Officer or Facility Superintendent agrees to notify the Inyo County Chief Probation of the factors necessitating the need for removal in order to determine if said factors can be mitigated to prevent the need for removal. The Tuolumne County Chief Probation Officer or designee will make the final determination as to whether the safe functioning of the Facility requires removal.
- v. The County shall provide “additional” bed(s) at any time for the Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County’s Chief Probation Officer in his or her sole discretion.

3. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
 - a. \$150.00 per day per bed for one (1) bed, which shall be deemed a “guaranteed” bed space available for use by Agency for the time period described in Section 2.A.i. of this Amendment #1, invoiced monthly.
 - b. \$175.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
 - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency’s juveniles placed in the County’s Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - d. If the Facility ceases operation during the Term of this Amendment #1 or any successive period(s) under this MOU, or if the Agency does not utilize bed space for any portion of the time period described in Section 2.A.i., the Agency will not be refunded any funds provided to the County under this MOU.
 - e. Rates are subject to change by the County’s Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
By: Sarah Carrillo County Counsel	By: Grace Chuchla County Counsel



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Ashley Helms

SUBJECT: Request authorization to purchase one (1) ARFF Vehicle for the Bishop Airport

RECOMMENDED ACTION:

Request Board authorize the purchase of one (1) Striker 4x4 1500-gallon Aircraft Rescue and Fire Fighting vehicle and accessory equipment from Oshkosh Airport Products, LLC of Neenah, WI in an amount not to exceed \$828,045.82 and approve of the Purchasing Agent’s response to the bid protest submitted on September 1, 2020 by Rosenbauer Minnesota LLC.

SUMMARY/JUSTIFICATION:

Public Works is requesting approval to purchase one Aircraft Rescue and Fire Fighting (ARFF) vehicle for the Bishop Airport. The vehicle will replace the existing 1984 GMC All Terrain Emergency One. The existing vehicle does not meet the FAA requirements for Part 139 Certification.

On August 8th, 2020 the County opened bids for the ARFF vehicle, two bids were received. In addition to the ARFF vehicle, which was the Base Bid, the procurement included three Bid Additives - a set of forcible entry equipment, an Aqueous Film Forming Foam testing system, and communication equipment for the vehicle. The bids received (Base Bid and Total Bid) were:

Rosenbauer Minnesota LLC	\$752,513.07	\$833,049.74
Oshkosh Airport Products	\$760,310.94	\$828,045.82

The ARFF vehicle purchase will be funded by an Airport Improvement Grant from the Federal Aviation Administration (FAA). The grant amount, which will reimburse 100% of the vehicle costs, is \$850,000. There is adequate funding to purchase the three Bid Additives, therefore Public Works is requesting the purchase order for the Total Bid amount. The remainder of the funds will be used to purchase personal protective equipment for staff.

On September 1, 2020, Rosenbauer submitted a bid protest stating that they disagree with the methodology used to determine the low bid. Public Works discussed the methodology with the FAA prior to bidding and after the protest was received. Bid documents and relevant federal guidance were reviewed by County Counsel and a response was submitted by the protesting vendor by the Purchasing Agent on October 14, 2020. The vendor was invited to bring the dispute before your Board if they disagree with the decision of the Purchasing Agent.

BACKGROUND/HISTORY OF BOARD ACTIONS:

May 19th, 2020 - Board authorized the Public Works Director to sign the forthcoming FAA grants, including the grant for an ARFF vehicle.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide in favor of Rosenbauer, authorizing the purchase of one (1) 4x4 Rosenbauer Panther ARFF (Base Bid with no additives) from Rosenbauer Minnesota LLC of Wyoming, MN in an amount not to exceed \$752,513.07, or to request additional information. However, County Counsel has determined that the bid protest is not merited.

The Board could also choose not to approve this purchase. This is not recommended as the FAA grant is funding 100% of the vehicle costs and the ARFF vehicle is required prior to Part 139 Certification by the FAA.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

This purchase will be 100% reimbursed by an FAA grant, dated August 3, 2020. The purchase order will be paid from Budget 150100 (Bishop Airport), Object Code 5650 (Equipment).

ATTACHMENTS:

1. ARFF Bid Summary - 8.12.2020
2. Bishop Airport Rosenbauer Protest letter
3. Rosenbauer protest response 10.14.20

APPROVALS:

Ashley Helms	Created/Initiated - 10/6/2020
Darcy Ellis	Approved - 10/6/2020
Ashley Helms	Approved - 10/13/2020
Breanne Nelums	Approved - 10/13/2020
Michael Errante	Approved - 10/13/2020
Marshall Rudolph	Approved - 10/13/2020
Amy Shepherd	Approved - 10/14/2020
Michael Errante	Final Approval - 10/14/2020

Bid Results for: Airport Rescue and Fire Fighting Vehicle for the Bishop Airport
 Bid Opening Date/Time: August 12, 2020 / 3:30 pm

Bid Schedule	ROSENBAUER	OSH-KOSH
ITEM DESCRIPTION	BID PRICE	BID PRICE
BASE BID		
Index B ARFF Vehicle meeting all requirements of 3.4: Vehicle Procurement Specifications, Class 4	\$ 689,888.00	\$ 694,050.00
Delivery to 907 Airport Road, Bishop CA	\$ 8,500.00	\$ 11,575.00
CA Sales Tax (7.75%)	\$ 54,125.07	\$ 54,685.94
TOTAL BASE BID	\$ 752,513.07	\$ 760,310.94
BID ADDITIVES:		
ADDITIVE 1 Airport Fire Fighting Auxiliary Equipment		
Cutters/Shears meeting requirements of A-2.1	\$ 11,835.00	\$ 11,270.00
Spreader meeting requirements of A-2.2	\$ 12,535.00	\$ 12,815.00
Ram meeting requirements of A-2.3	\$ 9,206.00	\$ 9,410.00
Delivery to 907 Airport Road, Bishop CA	\$ 500.00	\$ 260.00
CA Sales Tax (7.75%)	\$ 2,640.89	\$ 2,616.01
TOTAL ADDITIVE #1	\$ 36,716.89	\$ 36,371.01
ADDITIVE 2		
Aqueous Film Forming Foam Testing System meeting requirements of A-2.4	\$ 22,500.00	\$ 19,687.00
Delivery to 907 Airport Road, Bishop CA	\$ 250.00	\$ -
CA Sales Tax (7.75%)	\$ 1,763.13	\$ 1,525.74
TOTAL ADDITIVE #2	\$ 24,513.13	\$ 21,212.74
ADDITIVE 3		
ARFF Truck Communication Equipment meeting requirements of A-2.5	\$ 17,918.00	\$ 9,421.00
CA Sales Tax (7.75%)	\$ 1,388.65	\$ 730.13
TOTAL ADDITIVE #3	\$ 19,306.65	\$ 10,151.13
TOTAL BASE BID PLUS ALL ADDITIVES	\$ 833,049.74	\$ 828,045.82

DELIVERY TIME:

The vehicle(s) will be delivered to 703 Airport Road, Bishop CA 93514 395 days

360 days

Numbers in red contained a math error, the totals included here are corrected.



September 1, 2020

Ashley Helms
Associate Engineer
Inyo County Public Works

Ms. Helms,

Rosenbauer has received verbal notification from you that the County of Inyo – on behalf of Bishop Airport intends to select Bid Additives #1 and #3 and include those items with the base vehicle pricing to make a low bid award determination for bid ##3-06-0024-023-2020. Rosenbauer respectfully challenges this determination and would like to protest the decision based on the requirements within Federal Aviation Administration (FAA) AC 150/5220-10E *Guide Specification for ARFF Vehicles* and the rules for Airport Improvement Program (AIP) funded projects as outlined in the AIP Handbook Order 5100.38D.

It is Rosenbauer's understanding this project is being funded through the AIP #3-06-0024-023-2020 number listed on the referenced bid. The use of AIP funding specifically requires the airport to follow FAA AC 150/5220-10E, for determining base vehicle specifications to obtain comparable pricing as basis for a low bid award determination. Rosenbauer was low bid on the ARFF unit base vehicle specifications by \$4,162 to the only other bidder, Oshkosh Airport Products, LLC (Bishop Airport Bid Tabulation Form August 12th, 2020).

The FAA AC 150/5220-10E Chapter 2, states, "Chapter 3 contains specifications for Class 1 through 5 ARFF vehicles. Those specifications are preceded by interactive worksheets in this chapter that are designed to allow the user to select options and provide inputs to the specifications based on their requirements. The corresponding specification will be populated automatically based on the item selections and inputs... Specifically, all the options that are allowed by the FAA are included. When an option requires justification, text must be provided by the user for the Airport District Office (ADO) review and approval. It should be noted that this document will serve as the baseline for submission of AIP funded vehicles – thus it is a specification for a commercially available vehicle without extraneous items that an airport may fund on its own. Extraneous items requested by an airport cannot be used in determining the low responsive bidder when AIP or PFC funding is used" (item 2.1 on pg. 9).

FAA AC 150/5220-10E Appendix A, has a Note that states, "This Appendix is being provided for reference purposes only. Additional input has been incorporated into the interactive specifications listed in Chapters 1-3 of this AC. Therefore, the output from Chapter 3 will be the only approved document used for federal vehicle procurement purposes" (pg. 159).

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



Rosenbauer does not wish to create any undue delays for this project; however, our organization was the low responsive and responsible bidder and should be awarded this project. We respectfully request you reconsider your decision and do not include the Additive 1 – ARFF Auxiliary Equipment, and Additive 3 ARFF Truck Communication Equipment with the ARFF Vehicle base pricing to determine the low bid award. Including the Alternate 1 – ARFF Options with the ARFF Vehicle base pricing is in direct violation with FAA AC 150/5220-10E and the rules outlined in the Order 5100.38D *AIP Handbook*.

We look forward to your reply and hope to build Bishop Airport a state of the art 4x4 Rosenbauer Panther ARFF unit very soon.

Sincerely,

Paul Wayne Powell

Paul Wayne Powell ARFF Sales Manager
Rosenbauer Minnesota LLC

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

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870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



COUNTY OF INYO
ADMINISTRATOR'S OFFICE

CLINT G. QUILTER
COUNTY ADMINISTRATIVE OFFICER



October 14, 2020

Dear Mr. Powell:

Thank you for your letter dated September 1, 2020 regarding the County's decision to award the bid for the airport rescue and firefighting vehicle for the Bishop Airport to Oshkosh Airport Products, LLC. The Department of Public Works and the Inyo County Purchasing Agent have reviewed your letter, the relevant bid documents, and the necessary FAA documents regarding aircraft rescue and firefighting vehicles.

Based on their review, the Department of Public Works and the Purchasing Agent have denied your protest and determined that Inyo County will award the bid to Oshkosh. In your letter, you explained that you believe that the bid must be awarded to Rosenbauer because Rosenbauer provided a lower base bid than Oshkosh, and as stated in the FAA's Advisory Circular No. 150/5220-10E, "extraneous items requested by an airport cannot be used in determining the low responsive bidder when AIP or PFC funding is used." However, when factoring in the base bid *plus* the three additives included in the County's bid, Oshkosh provided a lower bid than Rosenbauer.

The County disagrees with your assessment that the additives included in the bid qualify as "extraneous items" and therefore should not be factored in to the assessment of whose bid was lower. The Advisory Circular states, in section 2.1 (page 9) that: "It should be noted that this document will serve as the baseline for submission of AIP funded vehicles – thus it is a specification for a commercially available vehicle without *extraneous items that an airport may fund on its own*." Thus, section 2.1 explains that an "extraneous item" is something that is not covered by a FAA grant and that the airport must therefore purchase using non-FAA money. This description does not apply to any of the three additives included in the bid. Additive 1 is for auxiliary fire-fighting equipment related to forcible entry. The FAA's Airport Improvement Handbook at Table L-2, #8 states that "one set of forcible aircraft entry tools per vehicle is eligible if it is included in the grant for the acquisition of an eligible ARFF vehicle." Additive #2 for an aqueous film forming foam testing equipment is not extraneous because environmental and health concerns prevent the airport from conducting the required annual testing by any other method. The County has been specifically advised by the FAA that it should include this equipment in its bid and that the FAA would cover the cost of such equipment. Finally, additive 3 is for ARFF truck communication equipment. As with #1, communication equipment is explicitly listed as an allowable cost if it is part of the acquisition of an eligible ARFF vehicle (see FAA Handbook at Table C-3 at row #29).

Accordingly, the County disagrees with your assessment that any of the three additives are “extraneous items.” The County will therefore award the bid to Oshkosh, as Oshkosh’s total bid, including the base bid and the additives, was lower than the bid provided by Rosenbauer.

Should you wish to contest this determination, you may raise any of the issues from your September 1 letter before the Inyo County Board of Supervisors when this bid is brought before the Board to formally award it. Currently, we anticipate that the Board will be considering this matter on October 20, 2020. Please consult the Board’s meeting agendas, which are published here: <https://www.inyocounty.us/government/publications-reports-plans-proclamations/meeting-agendas-minutes>, for information on how to submit public comment and/or appear remotely at a Board meeting.

Sincerely,



Clint G. Quilter
Inyo County Administrative Officer/Purchasing Agent



Michael Errante
Inyo County Director of Public Works

cc: Inyo County Board of Supervisors



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Kelley Williams

SUBJECT: Notification of Fiscal Year 2020 Community Power Resiliency Allocation

RECOMMENDED ACTION:

Request Board: A) authorize the receipt of the State of California Office of Emergency Services 2020 Community Power Resiliency Allocation in the amount of \$77,399; B) authorize the Inyo County Administrator, as the Designated Director of Emergency Services and Authorized Agent, to enter into an agreement with the State of California Office of Emergency Services by signing the Notification of Subrecipient Allocation; and C) Amend the Fiscal Year 2020-2021 Board Approved Budget by increasing revenue in the General Relief Budget #010205 State Other Object Code #4499 by \$77,399, increasing expenditures in Equipment Object Code #5650 by \$38,699 and General Operating Object Code #5311 by \$38,700 *(4/5ths vote required)*.

SUMMARY/JUSTIFICATION:

In 2019, California Governor Gavin Newsom and the State Legislature included a \$75 million one-time General Fund appropriation in the 2019 Budget Act to support state and local government efforts to enhance community resiliency against Public Safety Power Shutoff (PSPS) events.

The State has once again appropriated funding to continue the effort to help mitigate the impact of utility usage of PSPS on health, safety, and commerce in affected communities.

As a condition of receiving the funding, the County will be required to identify and support critical infrastructure and resiliency needs county-wide.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the Community Power Resiliency allocation, but this alternative is not recommended. Receiving these funds provides Inyo County with an opportunity to purchase necessary backup power source equipment and public education materials or supplies that will focus on individual family preparedness for electric disruptions.

OTHER AGENCY INVOLVEMENT:

California Governor's Office of Emergency Services

FINANCING:

The 2020 Community Power Resiliency allocation is most likely to be a one-time funding opportunity. The Performance Period is July 1, 2020 -October 31, 2021. These funds will be administered through the General Relief Budget #010205, by the Inyo County Office of Emergency Services and must follow the same government cost principles, uniform administrative requirements, and audit requirements for federal grant programs as set forth in Title 2, Part 200 of the Code of Federal Regulations.

ATTACHMENTS:

1. PSPS Allocation Letters - Inyo County

APPROVALS:

Kelley Williams	Created/Initiated - 10/8/2020
Darcy Ellis	Approved - 10/12/2020
Kelley Williams	Approved - 10/13/2020
Marshall Rudolph	Approved - 10/13/2020
Amy Shepherd	Approved - 10/13/2020
Clint Quilter	Final Approval - 10/14/2020



October 2, 2020

Kelley Williams
Emergency Services Manager
Inyo County
P.O. Drawer N
Independence, CA 93526

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION
Fiscal Year (FY) 2020 Community Power Resiliency Allocation
Cal OES ID # 027-00000-00
Period of Performance: July 1, 2020, to October 31, 2021

Dear Ms. Williams:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$77,399. At least fifty percent \$38,700 of your award must be utilized to support one or more of the resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites. Eligible activities under this allocation are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage; and
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;
 - Portable battery-powered and rechargeable radio repeater and transmission equipment.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8859 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- Plans-
Funds may be used for the development/update of:
 - Continuity plans;
 - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
 - Risk assessments for critical infrastructure and lifelines;
 - Post-event reports that identify lessons learned and corrective actions; and
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with their cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or

activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq.*
- Comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Specify which power outage resiliency area(s) you are directing at least 50% of your award to- schools, election offices, food storage reserves, and/or COVID-19 testing sites:

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 20, 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 meetings of October 6, 2020 and October 13, 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 - 10/9/2020
Final Approval - 10/9/2020



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: October 20, 2020

FROM: Steve Karamitros

SUBJECT: Zone Reclassification (ZR) 2019-02/Olancha Lake RV; General Plan Amendment (GPA) 2019-01/Olancha Lake RV

RECOMMENDED ACTION:

Request Board:

A) Conduct a public hearing on the following actions for an 80-acre site located at 205 Highway 190 in the community of Olancha (APNs: 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, and 033-080-03):

- General Plan Amendment No. 2019-01/Olancha Lake RV changing the General Plan designation from Residential Estate (RE) to Resort Recreational (REC) to best match the requested zoning and current uses on the property; and,
- a proposed ordinance (attached) titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2019-02/Olancha Lake RV and amending the Zoning Map of the County of Inyo by rezoning an 80-acre Parcel located east of the community of Olancha (APNs 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, and 033-080-03) from Rural Residential with a 5-acre minimum (RR-5) & Light Industrial with a 2.5-acre minimum (M2-2.5) to Commercial Recreation with an 80-acre minimum (C5-80) to best match the current uses on the property.

B) Certify that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No. 2019-02/Olancha Lake RV and General Plan Amendment No. 2019-01/Olancha Lake RV; and

C) Waive the reading and approve the above referenced Ordinance approving Zone Reclassification No. 2019-02/Olancha Lake RV.

SUMMARY/JUSTIFICATION:

The applicant, Olancha Lake LLC (Leedy Ying), has applied for a Zone Reclassification (ZR) and General Plan Amendment (GPA) for seven parcels of land with APNs: 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, and 033-080-03 located at 205 Highway 190 in the community of Olancha (site and vicinity map attached). The applicant is also preparing a Tentative Parcel Map to merge all seven parcels since there are "more than four lots involved in the lot line adjustment" and therefore "a re-subdivision tentative map application required" (ICC 16.52.070). The single parcel, once combined, will total 80.4 acres. These properties are currently vacant. The property has only been used for low density residential and miscellaneous recreational activities. The applicant intends on using the property for a commercial RV and tent camping facility.

The property is surrounded by vacant and open space land, to the north, east and south, all of it privately owned. Directly to the west is a bridge building warehouse and materials staging area. Less than 0.25 miles west is the community of Olancho. The TPM, ZR and GPA will alter the existing land use to support the future planned development for a commercial RV project. The Inyo County Planning Commission approved the Conditional Use Permit on September 23, 2020 allowing for the proposed RV and tent camping resort. This proposed commercial recreational use includes 5 cabins for rent, 95 RV spaces, 30 camping spaces, a tennis court, showers, amphitheater, star gazing area, skate board park, restaurant, and store available to customers at the resort. The TPM, ZR and GPA will enhance the character of the property, bringing existing buildings up to Building & Safety Code, and filling the artificial sky lake to create recreational opportunities. The GPA and ZR will result in a 1-acre per 1/2.5 – 24 dwelling unit density that corresponds with the 80-acre lot size requirement of the proposed C5 zone. Clustering of residential units is encouraged, with density of developed area allowed up to 24 dwelling units per net acre. The proposed REC designation is used in rural areas oriented toward tourist use, while also permitting permanent residential use and public and quasi-public uses. This designation provides for a mixture of residential and recreational commercial uses, such as resorts, recreational facilities, motels, campgrounds, trailer parks, restaurants, general stores, service stations, and similar and compatible uses.

Zoning: The parcels proposed for the ZR have zoning designations of RR-5.0-MH & M2-2.5, which prohibit commercial, recreational activities, such as RV parks and campgrounds. The applicant is requesting a change to Commercial Recreation with an 80-acre minimum lot size. Inyo County Code (ICC) Chapter 18.54 states the minimum standard parcel size for development is 5-acres; the parcel widths must be 350-feet; and the setback requirements are 25-feet for front, 20-feet for rear and sides yards. The merged parcel would meet the requirements of the C5 zone.

The change in designation would not provide for additional future subdivisions. Once the parcels are merged, the property will not have the potential to be subdivided. Additionally, the resulting single parcel will not create a situation where there could be as many single-family homes allowed as there are RV/camping spaces. The density and number of RV and tent camping spaces allowed is based on the commercial use of the RV park. Any future subdivision related to residential use and development would require an additional zone reclassification. It is in the public interest to have zoning designations match the uses on a parcel, and even more so to have zoning that matches an applicant's future plans for a parcel. This produces consistency between use and designation. The 80-acre minimum will eliminate the potential for the parcel to subdivide. The six parcels zoned RR could each be divided into between 2-3 separate parcels with each allowed to have private, noncommercial recreational facilities (including country clubs, swimming pools and golf courses) on them.

General Plan: The parcel's current General Plan Residential Estate (RE) and Light Industrial (LI) designation relates to the current zoning RR & M2. The proposal to change to the REC General Plan designation will result in it corresponding to the proposed C5 zoning. Zoning and General Plan consistency are required by the State and by the Inyo County Code meaning a zoning designation cannot be changed in a manner that causes it to no longer be compatible with the General Plan designation. In this circumstance, the ZR requires the GPA to be in compliance. The GPA will also result in the General Plan designation being aligned with the current uses and future vision for the property.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration has been completed to evaluate for environmental impacts. This application for a ZR and GPA is for a property that is already disturbed, which includes a preexisting tennis court, seven built structures (cabins), and utility connections. However, the project will create new disturbances from upgraded septic systems, more intense water use, and potential impacts to botanical & wildlife resources. All mitigations have been added to the proposed ZR and GPA as Conditions of Approval for the project.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to

request consultation opportunities. Pursuant to SB 18 Tribes were invited to consult on this General Plan Amendment. In addition, this project is not exempted from CEQA analysis and required an Initial Study/Mitigated Negative Declaration. Consequently, pursuant to AB 52, Tribes received a written request to comment on the environmental document being produced for this project. Staff mailed SB 18 & AB 52 consultation invitations on October 31, 2019 to the following: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, and the Cabazon Band of Mission Indians. No requests for consultation were received.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The application for GPA 2019-01/Olancha Lake RV and ZR 2019-02/Olancha Lake RV have been reviewed by the appropriate County departments with comments from the Department of Environmental Health regarding water and septic issues. Compliance with all County Environmental Health requirements relating to water quality, well permitting, and septic systems have been added to the ZR and GPA as Conditions of Approval.

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

The Planning Commission held a Public Hearing on September 23, 2020, took public comment, and voted unanimously to recommend the Board Certify that the project is a Mitigated Negative Declaration under CEQA and to approve Zone Reclassification No. 2019-02/Olancha Lake RV and General Plan Amendment No. 2019-01/Olancha Lake RV.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

ATTACHMENTS:

1. Draft Ordinance Zoning Reclassification Olancha Lake RV
2. Olancha Lake RV Vicinity Site Map

APPROVALS:

Steve Karamitros	Created/Initiated - 9/28/2020
Darcy Ellis	Approved - 9/29/2020
Steve Karamitros	Approved - 10/7/2020
Marshall Rudolph	Approved - 10/7/2020
Cathreen Richards	Approved - 10/7/2020
Darcy Ellis	Final Approval - 10/7/2020

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2019-02/OLANCHA LAKE RV AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING AN 80.4-ACRE PARCEL LOCATED EAST OF THE COMMUNITY OF OLANCHA, (APNS 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, 033-080-37) FROM RURAL RESIDENTIAL WITH A 5-ACRE MINIMUM (RR-5) & LIGHT INDUSTRIAL WITH A 2.5 ACRE MINIMUM (M2-2.5) TO COMMERCIAL RECREATION WITH A 80-ACRE MINIMUM (C5-80)

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

SECTION I: AUTHORITY

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

SECTION II: FINDINGS

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

- (1) In accordance with Inyo County Code Section 18.81.320, OLANCHA LAKE, LLC applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Rural Residential with a 5-acre minimum (RR-5) & Light Industrial with a 2.5-acre minimum (M2-2.5) to Commercial Recreation with an 80-acre minimum (C5-80) as described in Section III of this Ordinance.
- (2) On September 23, 2020, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2019-02/Olancha Lake RV, following which, the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Commercial Recreation with a 80-acre minimum (C5-80).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Olancha Lake LLC applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Residential

Estate (RE) to Resort Recreation (REC) to best match the requested zoning and the planned commercial recreational use on the property.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to Commercial Recreation with a 80-acre minimum (C5-80) as it best matches the current and planned future uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on an 80.4-acre site as created by TPM 422 located east of the community of Olancho, south of State Route 190, CA (APNs 033-500-03, 033-500-04, 033-500-14, 033-500-15, 033-500-16, 033-500-17, 033-080-37) is changed from Rural Residential a 5-acre minimum (RR-5) & Light Industrial with a 2.5-acre minimum (M2-2.5) to Commercial Recreation with a 80-acre minimum (C5-60).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS XXTH DAY OF JUNE, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

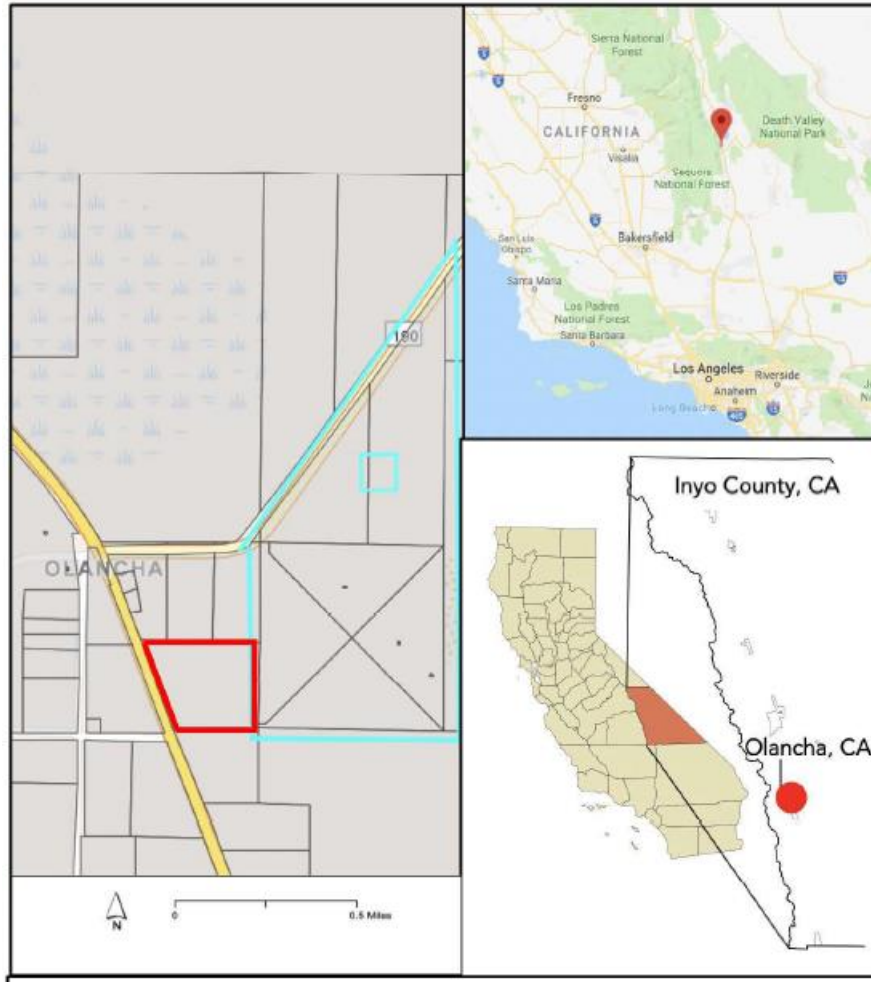
ATTEST:
Clint Quilter
Clerk of the Board

Attachment 1

By: _____
Darcy Ellis, Assistant



Site Map



Commissioners
Eric Sklar, President
Saint Helena

Samantha Murray, Vice President
Del Mar

Jacque Hostler-Carmesin, Member
McKinleyville

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Jamul

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Celebrating 150 Years of
Wildlife Heritage and Conservation!*

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

September 24, 2020

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding the petition to list the western Joshua tree (*Yucca brevifolia*) as threatened or endangered under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on October 9, 2020.

Sincerely,

Jenn Greaves
Associate Governmental Program Analyst

Attachment

RECEIVED
2020 OCT 12 PM 2:31
ANYO COUNTY
ADMINISTRATIVE
SERVICES DIVISION

**CALIFORNIA FISH AND GAME COMMISSION
NOTICE OF FINDINGS**

Western Joshua Tree
(*Yucca brevifolia*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission (Commission), at its September 22, 2020 meeting, accepted for consideration the petition submitted to list the western Joshua tree (*Yucca brevifolia*) as threatened or endangered under the California Endangered Species Act.

Pursuant to subdivision (e)(2) of Section 2074.2 of the Fish and Game Code, the Commission determined that the amount of information contained in the petition, when considered in light of the California Department of Fish and Wildlife's (Department) written evaluation report, the comments received, and the remainder of the administrative record, would lead a reasonable person to conclude there is a substantial possibility the requested listing could occur.

Based on that finding and the acceptance of the petition, the Commission is also providing notice that the western Joshua tree is a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the September 22, 2020 Commission meeting, are on file and available for public review from Melissa Miller-Henson, Executive Director, California Fish and Game Commission, 1416 Ninth Street, Suite 1320, Sacramento, California 95814, phone (916) 653-4899.

Written comments or data related to the petitioned action should be directed to the California Department of Fish and Wildlife, P.O. Box 944209, Sacramento, CA 94244-2090, Attn: Jeb Bjerke or email nativeplants@wildlife.ca.gov (include "Western Joshua Tree) in the subject line. Submission of information via email is preferred.

September 24, 2020

Fish and Game Commission

Melissa Miller-Henson
Executive Director