

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.

December 15, 2020 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9. Number of potential cases: one case.
3. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957 –** Title: Environmental Health Director.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS - Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
5. **PLEDGE OF ALLEGIANCE**
 6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 7. **PUBLIC COMMENT**
 8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 9. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Agricultural Commissioner - ESWMA** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of two (2) seasonal Field Assistants 01, Range 050PT (\$15.97 - \$19.39 per hour), from April 1, 2020 through September 29, 2020, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.
11. **Agricultural Commissioner - OVMAP** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of three (3) seasonal Field Assistants 01, Range 050PT (\$15.97 to \$19.39 per hour), from April 1, 2021 through September 29, 2021, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.
12. **Public Works - Road Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II/III exists in the Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,343 - \$4,065), Office Technician II at Range 59 (\$3,669 - \$4,458) or Office Technician III at Range 63 (\$4,023 - \$4,895), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

13. **County Administrator - Recycling & Waste Management** - Request Board: A) declare ConFab Manufacturing of Galt, CA the successful bidder for two 50-yard roll off Bins; and B) authorize the purchase of two 50-yard roll off bins from ConFab Manufacturing of Galt, CA in an amount not to exceed \$15,553.63.
14. **Public Works** - Request Board approve Resolution No. 2020-47 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Inyo County Jail Roof Sealing Project," and authorize the Chairperson to sign.
15. **Sheriff** - Request Board approve and award the contract for Inmate Communication System to Inmate Calling Solutions, LLC of Antonio, TX as the successful bidder, in an amount not to exceed \$0.00 for the period of December 15, 2020 through December 15, 2023, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

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

16. **County Administrator - Advertising County Resources** - Request Board receive the Fiscal Year 2020-2021 Mid-Year Report from Inyo County Film Commissioner Chris Langley.
17. **County Administrator - Economic Development** - Request Board: A) adopt the Inyo County Resiliency Grant Program for nonprofit organizations as proposed or amended, using \$100,000 of General Fund money appropriated by your Board for the 2020-21 Fiscal Year; and B) authorize the County Administrator to approve and enter into grant program contracts in accordance with the program guidelines, in a form approved by county counsel.
18. **County Administrator - Recycling & Waste Management** - Request Board approve the following operational changes at the Independence and Lone Pine landfills:
 - A) Add two, 40-yard bins at the Independence landfill for household trash, maintain the same operating days, and change the landfill public hours to 7:30 a.m. to 3:30 p.m. on both days;
 - B) Change the Lone Pine landfill hours to be open Thursday through Monday from 7:30 a.m. to 3:30 p.m., adding Thursday and Sunday to the current operating schedule;
 - C) Find that (1) the proposed changes at the two landfills have already been addressed under the California Environmental Quality Act (CEQA) in two mitigated negative declarations (MNDs); (2) no subsequent or supplemental environmental review or further documentation is required pursuant to PRC 21166 and 14 CCR 15162 because: (a) the proposed changes do not involve new significant environmental effects or a substantial increase in the severity of any previously identified significant effects, (b) no substantial changes are proposed to the project. (c); the proposed changes in daily operations are permitted in the existing SWFPs for the two landfills, (d) no substantial changes in circumstances under which the

project is being undertaken have occurred, and (e) no new information that was not known at the time of the preparation of the previous MNDs documentation has become available;

D) Find that the proposed operational changes are exempt under 14 CCR section 15061 (the "common sense exemption") for the reasons presented above, because it can be seen with certainty that there is no possibility that these minor operational changes will have a significant effect on the environment. Also find that the operational changes are exempt under 14 CCR section 15301 (the "existing facilities exemption"), because they provide for the continued operation of the two existing landfills which involves negligible or no expansion of the existing use of the facilities. Additionally, there are no unusual circumstances or other exceptions under CEQA that would invalidate the existing facilities exemption for the two landfills; and

E) Direct staff to file a notice of exemption.

19. **Health & Human Services** - Request Board ratify and approve the payment of two invoices, one being from a prior fiscal year, that total \$15,015.86 to Southern Inyo Hospital for outpatient medical services for Inyo County inmates.
20. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct Verily COVID-19 testing services, in an amount not to exceed \$500 per day, \$26,000 total for the period of December 1, 2020, through March 31, 2021, and authorize the HHS Director to sign.
21. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of December 1, 2020.

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

22. **10:30 A.M. - Public Works** - Request Board: A) waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending and Repealing Certain Sections of Title 11 of the Inyo County Code Related to Change Orders in Public Works Contracts;" and B) schedule enactment for 10:30 a.m. January 5, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.
23. **10:30 A.M. - County Administrator/Sheriff** - Request Board enact a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 2.30.050 of the Inyo County Code, Pertaining to the Qualifications, Appointment, and Compensation of the Veterans Service Officer."
24. **11:30 A.M. - BOARD OF EQUALIZATION** - The Board of Supervisors will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

25. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



County of Inyo



Agricultural Commissioner - ESWMA

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Nathan Reade

SUBJECT: Request Approval to Recruit Two Seasonal Field Assistants for the ESWMA

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of two (2) seasonal Field Assistants 01, Range 050PT (\$15.97 - \$19.39 per hour), from April 1, 2020 through September 29, 2020, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Weed Management Area (ESWMA) division of the Agriculture Department hires seasonal Field Assistants annually during the active growing season to assist with noxious weed abatement activities including site monitoring, surveillance, and treatments. ESWMA is funded through grants and agreements. Seasonal staff is required to fulfill the terms of these various funding sources.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The ESWMA has hired seasonal Field Assistants annually during the active growing season for many years to assist with noxious weed abatement activities including site monitoring, surveillance, and treatments when the work predictably exceeds the capacity of the full-time staff.

The ESWMA has historically been funded primarily through grants and agreements with other agencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

The Wildlife Conservation Board and the California Department of Food and Agriculture provide grant funding to

support this program. Various other smaller agreements with local and state agencies provide additional funds.

FINANCING:

Sufficient funds are available for these positions from April 1, 2021 through June 30, 2021 in the ESWMA fiscal year 2020-2021 budget (unit 621300, object code 5012, Part Time Employees) previously approved by the Board. Funding for these positions from July 1, 2021 through September 29, 2021 will be included in the department requested budget for the fiscal year 2020-2021, but is contingent upon Board approval of that budget. The ESWMA is a non-general fund program.

ATTACHMENTS:

APPROVALS:

Alexandra Barbella	Created/Initiated - 11/24/2020
Nathan Reade	Approved - 11/24/2020
Darcy Ellis	Approved - 11/25/2020
Alexandra Barbella	Approved - 12/1/2020
Sue Dishion	Approved - 12/1/2020
Marshall Rudolph	Approved - 12/2/2020
Amy Shepherd	Approved - 12/2/2020
Nathan Reade	Final Approval - 12/3/2020



County of Inyo



Agricultural Commissioner - OVMAP

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Nathan Reade

SUBJECT: Request Approval to Recruit Three Seasonal Field Assistants for the OVMAP

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, an open recruitment would be more appropriate; and C) approve the hiring of three (3) seasonal Field Assistants 01, Range 050PT (\$15.97 to \$19.39 per hour), from April 1, 2021 through September 29, 2021, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

The Owens Valley Mosquito Abatement Program (OVMAP) hires seasonal Field Assistants annually during the warm season to assist with mosquito abatement activities including source monitoring, surveillance, and treatments. Seasonal employees are required to augment staff, ensuring comprehensive control of mosquitoes throughout the OVMAP boundaries and within the Mammoth Lakes Mosquito Abatement District (MLMAD) with whom OVMAP provides service as a contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The OVMAP hires seasonal Field Assistants annually during the warm season when mosquito abatement activities predictably exceed the capacity of the full-time staff. Required activities include source monitoring, surveillance, and pesticide treatments.

OVMAP has provided service to MLMAD for many years and would not be able to fulfill contract terms for service without seasonal staffing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the personnel action outlined in the Departmental Recommendation. This alternative would limit the scope of mosquito abatement treatments performed and potentially affect the health and comfort of the public through increased risk of mosquito-borne disease transmission and nuisance mosquito conditions. It would also inhibit the ability of OVMAP to meet contract requirements with MLMAD.

OTHER AGENCY INVOLVEMENT:

Mammoth Lakes Mosquito Abatement District (MLMAD)

FINANCING:

Sufficient funds are available for these positions from April 1, 2021 through June 30, 2021 in the OVMAP fiscal year 2020-2021 budget (unit 154101, object code 5012, Part Time Employees) previously approved by the Board. Funding for these positions from July 1, 2021 through September 29, 2021 will be included in the department requested budget for the fiscal year 2021-2022, but is contingent upon Board approval of that budget. The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

APPROVALS:

Alexandra Barbella	Created/Initiated - 11/24/2020
Nathan Reade	Approved - 11/24/2020
Darcy Ellis	Approved - 11/24/2020
Alexandra Barbella	Approved - 11/25/2020
Sue Dishion	Approved - 12/8/2020
Amy Shepherd	Approved - 12/9/2020
Nathan Reade	Final Approval - 12/9/2020



County of Inyo



Public Works - Road Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Breanne Nelums

SUBJECT: Request your Board authorize the hiring of One (1) Office Technician I/II/III for the Road Department.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II/III exists in the Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,343 - \$4,065), Office Technician II at Range 59 (\$3,669 - \$4,458) or Office Technician III at Range 63 (\$4,023 - \$4,895), depending on qualifications.

SUMMARY/JUSTIFICATION:

Public Works Department would like to hire one (1) Office Technician I/II/III. This position is critical to the department operations and processes our payables and bid items for the Road Department. This position is 100% funded in non-general fund budgets and is part of our authorized strength in the FY 2020/2021 budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the hiring of one (1) Office Technician I/II/III. This is not recommended as it will have direct impacts on service delivery to the community and countywide departments.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor Controller

FINANCING:

This position will be paid for out of the Road Department budget 034600, salaries and benefits object codes.

ATTACHMENTS:



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Leslie Chapman

SUBJECT: Award bid for the purchase of two Recycling Waste Management roll off bins.

RECOMMENDED ACTION:

Request Board: A) declare ConFab Manufacturing of Galt, CA the successful bidder for two 50-yard roll off Bins; and B) authorize the purchase of two 50-yard roll off bins from ConFab Manufacturing of Galt, CA in an amount not to exceed \$15,553.63.

SUMMARY/JUSTIFICATION:

Recycling Waste Management utilized the formal bid process for the purchase of two 50-yard roll off bins. ConFab Manufacturing submitted the lowest bid at \$15,553.63. One other bid was submitted by Stockton Tri Industries in the amount of \$16,438.88.

These roll-off bins will allow Inyo County Recycling and Waste Management to place household trash and green waste in two bins at the Independence Landfill to help us meet our tonnage limits.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to award this bid to the low bidder, however this is not recommended due to the need for additional roll off bins for the efficiency of the Solid Waste Department.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are sufficient funds in the Recycling Waste Management budget 045700, object code 5650, because of savings from purchasing a used Loader instead of a brand new Loader in October of this year.

ATTACHMENTS:

APPROVALS:

Teresa Elliott

Darcy Ellis

Leslie Chapman

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 11/24/2020

Approved - 11/24/2020

Approved - 12/9/2020

Approved - 12/9/2020

Approved - 12/9/2020

Final Approval - 12/9/2020



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Jacob Trauscht

SUBJECT: Recording a Notice of Completion for the Inyo County Jail Roof Sealing Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-47 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Inyo County Jail Roof Sealing Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Pacific Polymers, Inc dba American Foam Experts of Herald, CA completed the Inyo County Jail Roof Sealing Project on November 23rd, 2020. On December 9, 2020 the Sealant manufacturer (General Coatings) completed their inspection per the Specifications.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Pacific Polymers, Inc dba American Foam Experts of Herald, CA completed the Inyo County Jail Roof Sealing Project on November 23rd, 2020. On December 9, 2020 the Sealant manufacturer (General Coatings) completed their inspection per the Specifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to file the Notice of Completion, however this is not recommended as we could not pay the contractor the 5% retention.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This will be paid from Public Works Deferred Maintenance, 011501 object code 5191

ATTACHMENTS:

1. Jail Roof Sealing Project - Notice of Completion and Resolution

APPROVALS:

Jacob Trauscht
Darcy Ellis

Created/Initiated - 12/7/2020
Approved - 12/7/2020

Jacob Trauscht
Breanne Nelums
Marshall Rudolph
Michael Errante

Approved - 12/8/2020
Approved - 12/8/2020
Approved - 12/8/2020
Final Approval - 12/8/2020

RESOLUTION #2020 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
INYO COUNTY ROOF SEALING PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Inyo County Jail Roof Sealing Project has been completed by Pacific Polymers Inc. dba American Foam Experts in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Inyo County Jail Roof Sealing Project.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Matt Kingsley, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Assistant Clerk of the Board

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

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Inyo County Jail Roof Sealing Project on the property hereinafter described was completed on December 9, 2020 and was accepted by the Board of Supervisors, County of Inyo on December 15, 2020.
2. The property on which the Inyo County Jail Roof Sealing Project has been completed and is located on 550 South Clay Street, in Independence, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the Inyo County Jail.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Inyo County Roof Sealing Project, pursuant to contract with the County, is Pacific Polymers Inc. dba American Foam Experts.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Inyo County Jail Roof Sealing Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Jared Sparks

SUBJECT: Approval of Contract for Inmate Communication System

RECOMMENDED ACTION:

Request Board approve and award the contract for Inmate Communication System to Inmate Calling Solutions, LLC of Antonio, TX as the successful bidder, in an amount not to exceed \$0.00 for the period of December 15, 2020 through December 15, 2023, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Currently we have an inmate phone system at the jail with a company named Securus (working on an expired/month-to-month contract now). The phones are pay for use by the inmates where we/commissary (money/profits only go back to programs and things that benefits the inmates) receive a commission of the proceeds. This is an industry standard that nearly all jails have inmate phones that are managed by an outside party for commissions.

We have been with this company for nearly 20 years. All they provide is phone services. Their rates are extremely high for the inmates and their families. The commission return for the County is very low. All they provide is wired phones in each jail pod/housing area.

The Sheriff's Department sent out a Request for Proposal (RFP) for a new Inmate Communication System for the jail. The detailed RPD was sent out on 04/21/20 with a mandatory site visit that occurred 05/11/20 where only Inmate Calling Solutions, LLC and Combined Public Communications, LLC attended. We received proposals from both Inmate Calling Solutions, LLC and Combined Public Communications, LLC by the deadline of 06/30/20.

After a detailed review of the proposals, and numerous questions back/forth between the two vendors, Inmate Calling Solutions, LLC was selected as the successful candidate. Inmate Calling Solutions, LLC was selected due to their experience, references, scope of services they were willing to provide and fair rates they were willing to provide for all parties involved.

With the approval of this contract with Inmate Calling Solutions, LLC, the Jail will receive a new inmate phone system that includes:

-Touch screen phones in the housing units where inmates can not only call, but can also do video visitation, order commissary, view the inmate rules, file grievances, etc.

-Two kiosks, one in the jail lobby and one in the booking area that accept currency and add to inmates books.

-Tablets for the inmate use that support video visitation, email, filing of grievances, request medical services, educational apps, etc.

-Even with all the extra included services, inmates will be paying much less to use the phones then they do now and the commissary will see increased returns on the commissions.

With all these things being at no-cost to the County, I feel the contract should be awarded/signed to Inmate Calling Solutions, LLC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could reject the contract and go back to bid however this option is not recommended since there were two qualified companies that submitted their proposals timely. Also, the adoption of this contract would greatly reduce the cost for inmates and their families to communicate with while incarcerated.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors Office
Personnel
Risk Manager

FINANCING:

This contract involves no costs to the County. The vendor provides, installs, services and provides the network for all equipment for no charge. The vendor receives their revenue from calls/services the inmates/families use. The County receives a small flat rate commission that goes directly into the inmate welfare account which only benefits inmates. The Inmate Welfare Fund account is reported annually to the Board of Supervisors.

ATTACHMENTS:

1. Inmate Calling Solutions, LLC Contract

APPROVALS:

Jared Sparks	Created/Initiated - 11/30/2020
Darcy Ellis	Approved - 11/30/2020
Jared Sparks	Approved - 12/1/2020
Aaron Holmberg	Approved - 12/2/2020
Marshall Rudolph	Approved - 12/7/2020
Amy Shepherd	Approved - 12/10/2020
Jeffrey Hollowell	Final Approval - 12/10/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")
FOR THE PROVISION OF Inmate Communication System SERVICES**

INTRODUCTION

WHEREAS, ICS of San Antonio, TX (hereinafter referred to as "Contractor") may have the need for the Sheriff's Office services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall furnish to the Contractor, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Contractor to the County to perform under this Agreement will be made by Vince Laurita, whose title is: Regional Account Manager.

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

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

2. TERM.

The term of this Agreement shall be from 12/15/2020 to 12/15/2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

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

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

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

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

C. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the Contractor to County for services and work performed under this Agreement, shall not exceed \$ZERO Dollars (\$0.00) (hereinafter referred to as "contract limit".) County expressly reserves the right to decline to perform any work or services requested by Contractor which would be in excess of the contract limit.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, ETC.

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

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

6. COUNTY PROPERTY.

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

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

7. STATUS OF PARTIES.

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

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

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

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

8. DEFENSE AND INDEMNIFICATION.

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

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

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

9. RECORDS AND AUDIT.

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

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

10. NONDISCRIMINATION.

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

11. CANCELLATION.

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

12. ASSIGNMENT.

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

13. DEFAULT.

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

14. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph nineteen (19) below.

15. CONFIDENTIALITY.

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

16. CONFLICTS.

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

17. SEVERABILITY.

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

18. FUNDING LIMITATION.

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

19. AMENDMENT.

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

20. NOTICE.

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

County:	
<u>Sheriff's Office</u>	Department
<u>PO Drawer "S"</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>ICS</u>	Name
<u>2200 Danbury Street</u>	Address
<u>San Antonio, TX 78217</u>	City and State

21. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ICS
FOR THE PROVISION OF Inmate Communication System SERVICES**

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

COUNTY

By: _____

Dated: _____

CONTRACTOR

By: Mike Kennedy
Signature
Mike Kennedy

Type or Print Name

Date: 12/2/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ICS
FOR THE PROVISION OF Inmate Communication System SERVICES**

TERM:

FROM: 12/15/2020 **TO:** 12/15/2023

SCOPE OF WORK:

Equipment and Services Provided by ICS:

Centralized Enforcer® Inmate Telecommunications Platform, housed in ICS ' Atlanta data center and backed up at its data center in San Antonio, along with the following:

7 stainless steel inmate telephones, 1 booking phone, 8 visitation phone sets all connected to the Enforcer for monitoring & recording of all non-confidential calls and TDD/TTY units and/or VRS units, as needed, for hearing impaired inmates. 1 master control visitation workstation, 1 lobby visitation registration station equipped with security keyboard, 9 vPhone multi-functional inmate video kiosks (10 " enabled with: Inmate phone calling, Onsite + remote video visitation with required bandwidth provided by ICSolutions, Resident Portal inmate visitation viewing & management, Commissary ordering, Document viewing – inmate rules, handbook, etc.), 4 public vPhones (17 ") to enable onsite visitation, Consolidated user management of phone and video services via a single GUI (single login), Universal public Web portal to support Prepaid Account funding and visitation scheduling , Long-term recording storage of visitation sessions, Unlimited ENFORCER® user licenses, JMS and commissary / banking interfaces, Inmate voicemail messaging, Online storage of all call recordings and call data for the entire contract duration, 24 x 7 x 365 live, U.S.-based service for facility staff & called parties, Local technicians to provide onsite maintenance & support, Initial and ongoing training for all facility users, All-inclusive warranty, support, and repair/replace maintenance package, The Visitor™ Visitation Management Module, The ENFORCER Investigative Suite:, The Word Detector keyword search tools, The Analyzer link analysis / data mining tools, The ENFORCER IVR Suite, The Informer PREA module, The Communicator paperless inmate communications portal, The Attendant automated information line, Premium Voice Biometric Suite, Argus Transcription, Translation & Keyword Search Suite, The Bridge Inmate Tablets and 12 wireless inmate tablets (additional tablets negotiable) including turnkey installation including hardware, software, charging stations.

Rates , Charges and Commissions:

The following rates apply to calls from all Service Locations: Prepaid, Debit & Direct Bill Calling Rates, Per Minute Charge: Local \$0.21, Intrastate/IntraLATA \$0.21, Intrastate/InterLATA \$0.21, Interstate \$0.21, International (Debit only) \$0.75. NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international. Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees. Billing Fees (non-commissionable): Payment Processing Fee (Live Agent) \$5.95, Payment Processing Fee (IVR, Internet & QwikCall)\$3.00. Other Fees (commissionable): Inmate Voicemail (per inbound message) \$1.99, Remote Video Visitation per session up to 30 minutes) \$7.50, Tablet photo sharing (per photo) \$0.50, Tablet usage (per minute for information/entertainment) \$0.05, (All other fees free or waived).

ICS shall pay to County a Commission of 40% of the gross call revenue for all call types generated from County ' s Service Locations. In addition, ICS shall pay to County a Commission of 20% of any service fees collected with respect to Tablet usage, 40% of any service fees collected with respect to Remote Video Visitation and 50% of any service fees collected with respect to Inmate Voicemail.

HALF-YEAR INYO COUNTY FILM COMMISSION REPORT JULY TO DECEMBER 2020



Prepared for the Inyo County Supervisors
Presented by Chris Langley on December 15, 2020

lonepinemovies@aol.com (760) 937 1189

Box 99

Lone Pine, California 93545

“It was the best of times, it was the worst of times, it was the age of wisdom, it was the age of foolishness, it was the epoch of belief, it was the epoch of incredulity, it was the season of Light, it was the season of Darkness, it was the spring of hope, it was the winter of despair ..., we had nothing before us, we were all going direct to Heaven, we were all going direct the other way ...”

A Tale of Two Cities, Para.1, Charles Dickens

1. GENERAL REVIEW OF LAST SIX MONTHS

Charles Dickens was talking about the time of the French Revolution and the two cities were London and Paris. I would suggest that 2020 has many similarities to this period: a presidential election, debates, a country divided, and economic collapse and, of course the COVID 19 pandemic. There is not much debate that before the year ends or the President elect becomes the president inaugurated that the death toll will substantially exceed 300,000 Americans.

The economy has collapsed, and California has been locked down twice with us sentenced to not leave our residences except for essential purposes. I for one am not exactly sure about what might constitute *essential*. I am pleased that seems now to include film companies as essential and catering, crews, props, sets are included. Masks, hand sanitizing and social distancing the law, or at least sternly recommended. Rather than being accepted as good health sense, this became lost in political philosophizing about freedom.

From the end of March 2020, when we lost a lucrative motorcycle commercial, until September, my phone did not ring but once from Hollywood. Someone wanted to know what motels are open and which would I recommend as this director wanted to get his family out of the metropolitan area for a health and morale break.

At the end of September, everything changed, at least from a filming perspective, and phone, email, and texting exploded as if a locked gate had been broken down. First up, I heard rumors of two productions actually filming in our area that I never saw. Rumor had it that one involved scantily dressed models, and I am not certain about the theme or style of the second.

Then came the smoke.





2. Challenges of COVID 19/ Toyota Commercial

A long-time professional working partner called to say he had a Toyota commercial project with production company MJZ and what conditions, restrictions, and challenges would he meet in Inyo. His name is John Rizzi, and I think I have worked nearly five film projects with John over the years and I knew him to be a steadfast, competent, and serious location manager. I felt comfortable with him initiating me into the new world of Covid camera, crew, and film company work. He was going to work both with BLM locations and Inyo National areas. He was puzzled because there were variations they were requiring. That was also their prerogative but as things both county and state-wide began to be organized, the permitting agents would say “whatever the county is requiring,” for it was a somewhat fluid situation. Right up front I have to say October and November saw the county personnel handling the new situation very well from a filming perspective. Movie companies learned that they had to bring with them a COVID Compliance Officer (a brand new job requiring significant safety protocols), trained in all things pandemic and that helped. My experience was and is the film “get it” and cooperate with the restrictions pretty willingly, but that is not to say the last months have not been without challenges.

This half year was an interesting and curious experience, and definitely a very *new normal*. I decided I wanted to know what it was like to be a crew working under the changing restrictions so I said when I arrived at the Prettybird base camp on Horseshoe Meadow Road I want to go through the compliance protocols. I had my temperature taken, and filled out a short survey about where I had been what I had done after I left set yesterday. I was instructed to wear a mask at all time and social distance, and wash my hands and use hand sanitizer which was readily available. They also had three other enforcement officers around making sure no one forgot.

I had asked to meet with John Rizzi and get his perspective. He was waiting when I was “ok’d” to continue. Things seemed quiet and he said that the camera crew of nine were up at the Portals getting the needed shots, while everyone else was waiting back here. The crew consisted of about 80 I would guess. The shoot was for four days, and this seemed to be near the end.





I chatted with him about how things were going and he acknowledge not great but it was good to be back working. . I already had a mask, and I got a blue wrist band. They are either red of blue. Red means they can modify social distancing as they have been cleared. Filming requires a crew to sometimes work close together. Blue means you've been tested that day, but you must observe all the restrictions. They have it well in control, although the limitations do not make filming easy.

John Rizzi came over and we got to spend some time talking about the changes to filming the pandemic has caused. First of all the first day everyone is getting to know each other and they need to bond. "It is really taking longer, and only today are the individuals working together the way it happened by the end of the first day."

John told me communication is definitely more difficult. He held up his small walky-talky and



said that was very helpful. He said communicating with a mask on adds a new twist to film communications, but he seemed satisfied that it is workable and within the restrictions eventually filming on location can resume.

As we climbed "back into the saddle," I wanted to thank BLM permitting agent Ely Lane, and David Anderson, Phillip Desenzie, and Rosalie Herrera with the Inyo National Forest with their positive, helpful attitude in dealing with our new, unique challenges. Finally our Inyo County COVID team of Marylin Mann, Katie Bardonnex, and Lesley Chapman keep us safe and informed to facilitate the return to safe filming.



3. Kia Commercial



Kia was here for several days, filming in several places including by McDonalds, the VFW and Nazarene Church. Although they had large cranes with flood lights, no too many people noticed. The crew was substantial and Manuel Ruiz worked on the projects and these photos are his.

The biggest challenge was they wanted to build a boxing ring for the commercial and were



interested in the Town Fathers' land south of the VFW. Turns out Tam Joseph is on that committee is on the three-person committee, so I told her we need to now call them the Town Fathers and Mother., but the group wondered if the lighting could be connect. Ezra Tsotie, LADWP offered to see about reconnecting, but he said a generator would be easier.

Then the movie company moved to Independence in an empty lot and finally found a place in the desert there. But I was reminded "It takes a village to do a film."

4. British Project: National Geographic's "Drain the Ocean."

From time to time I get to work with a production company overseas. The biggest challenge is London is going to bed when we on the West Coast are getting up. Meaghan McCamman, assistant director was a big help over there, and the director and producer Daniel Hardy Hall also helped get things organized. I suggested that because of COVID restrictions their crew might have trouble getting in the country. I had never heard of this National Geographic show, but Museum Director Shawn Lum had seen one they did of the Bay Area and she assured me it was good.



Then the five-person crew dropped to two, then they hired two



photographers in country and finally one drone operator/ videographer from Los Angeles who started in Bodie and ended filming the sunset in the Alabama Hills. Hardy was concerned we followed proper restrictions, that we both wear masks and shield. The videographer was to be approved PPE for both sides of the ocean, but the drone operator resisted doing so. I was there to guide him to three spots that they had identical from Google Maps.

The show was about desert communities and our role was B roll or the footage they put into the project to go from one theme to another. I thought the sunset I arranged for the shoot was "brilliant" as they say in Britain.

5. Invasion (An Amazon Feature Film)



Note: Draft of story that ran in *The Inyo Register*

AMAZON FILMS TAKE OVER LONE PINE'S STREETS FOR NEARLY A WEEK AS "INVASION" ,.ROLLS TOWARDS COMPLETION

This last week has seen a film company of 100 cast and crew members filling streets, sidewalks, restaurants, and motel rooms in Lone Pine as they worked on a science fiction film. It has a diverting plot about a father experiencing PTSD as he travels up the Eastern Sierra with his two sons.



As well as an interesting story of imaginary (or are they real aliens?), the film gives an audience an understanding of and familiarity with our Eastern Sierra Landscape that may encourage a visit. In this pandemic eroded tourist economy we have been left with, all the help we can get should be welcomed. “I am excited about the film strengthening our reputation as America’s ‘favored back lot’ but the economic infusion from the nearly week-long stay has provided us a good stimulation just when it helps,” commented Inyo Film Commissioner Chris Langley, as he watched the action across the street outside and inside the Bonanza Restaurant. “In a way we are playing ourselves in this movie a small rural town with mountains and deserts that call to many visitors. Except Covid 19 has discouraged visitation, and right now again the virus is on the surge.”

It takes a lot of people to make a movie from beginning to end, and this film is no exception. Grips to ready the set, lighting, props, make-up, and costumes are just some of the pieces to be assembled and coordinated when on location. “I began working with Location Manager Michael Chickey about three months ago making suggestions for locations for each shot and scene,” the film commissioner commented. “Michael is somewhat familiar with our area as he has a cabin in the Mammoth area and frequently passes through on his way to the snow and skiing. For instance we talked a lot about Dirty Socks, the hot springs south of Olancho where he thought the characters could take a dip. But the crew had to conceal the brick of the pool, so it looked more natural. That became a bigger deal as shoot day approached.”

The job of the location manager and the Assistant Key Location Manager Allison Cox became more intense as shoot days piled up. The two are genius at solving problems and challenges, coordinating the talent crew, art department and even carpenters, and air “thickeners” as the



special effects technicians create ambiance in the Bonanza Café. It involves both balance and careful timing.

British director Michael Pearce is at the helm of this picture. He has several projects under his belt, but he wrote as well directed this film. He seems well-liked by cast and crew, as one person remarked he was blithesome, almost light-hearted when he would suggest approaching a film challenge in a different way. That helped them get through the day of very high south winds on Tuesday. Another crew remarked it was a hard day but really good for the film and its look, giving a palpable sense of the Eastern Sierra desert and blowing sand and even pebbles.

The father is played by Riz Ahmed who is protecting his sons from aliens. Riz is of Pakistani descent and the first south Asian male actor to win an Emmy. He graduated from Oxford and has had a second career in music. As a rapper he is known as Riz MC. He appeared in *Rogue One a Star Wars Film*, and the western *The Sisters Brothers*. Oscar winner Octavia Spencer is also in the film but does not need to be in Lone Pine.



They filmed in several locations around southern Inyo, including Dirty Socks, The Trails Motel and they used the museum grounds for staging, the Bonanza Restaurant, in front of the Lone Pine Super Market, requiring the closing of one block, granted by the Inyo Supervisors. Parking in the heart of Lone Pine required jockeying parking which Chickey worked very hard on to have the least negative impact on customers shopping at local businesses. They even created a



permanent mural on the wall of the super market.

“All told, after a film drought through most of 2020 due to the pandemic it was fun and beneficial to have this film here, *kinda* like the old days,” Langley said with a grin on his face. “I just love filming, even my peripheral position and we can look forward hopefully to several films and Amazon episodic TV in January 2021.

6. Local Film Companies

Did



you know we have two home grown film companies that have been working during this half year? Bristlecone Media owned by Ryan Christanson captured tours of local museums guided by personnel from the museums for the Eastern Sierra History Conference streaming this year.

Laughing Parrot Productions filmed tours of movie locations with guides for the Museum of Western Film History for their Western Watch Party, another streaming event. The company with Jason Brown also created all the necessary internet technology for the over 200 attendees tuning it from Australia and Europe as well as western film fans from the United States.

7. Future projects

There are several projects on the docket mostly in early January 2021.

- Netflix: “The Old Man” with Jeff Bridges shooting three episodes in Lone Pine, and Bishop chalk bluffs. Pushed (or postponed) because of star’s health
- “The Grey Man” a (CIA themed feature film in Death Valley
- Nissan: a large commercial coming before this weekend, if lock down doesn’t effect it
- Amy Caul: a short film entitled “Lone Pine” for a fabric company
- A 20-person crew filming with the electric car put into the shots using CGI back in the studio
- Rick Rosenthal, a four-time Emmy winning cinematographer for National Geographic filming a two part series here, has volunteered to do a presentation and show his work capturing wild animals. He is filming black bears next week.



County of Inyo



County Administrator - Economic Development

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Leslie Chapman

SUBJECT: Inyo County Community Resiliency Grant

RECOMMENDED ACTION:

Request Board: A) adopt the Inyo County Resiliency Grant Program for nonprofit organizations as proposed or amended, using \$100,000 of General Fund money appropriated by your Board for the 2020-21 Fiscal Year; and B) authorize the County Administrator to approve and enter into grant program contracts in accordance with the program guidelines, in a form approved by county counsel.

SUMMARY/JUSTIFICATION:

The County recognizes and appreciates that local nonprofit organizations continue to provide services during the pandemic despite the fact that fundraising events have been canceled and other revenue streams impacted, while expenses continue to accrue. Many of these same organizations provide assistance to Inyo County citizens who have been most severely impacted by COVID-19. Therefore, grant funds will be provided for economic support to organizations that can demonstrate negative financial impacts due to COVID, and priority will be given to those that are focused on addressing the needs of our disenfranchised or disadvantaged citizens, thereby improving the quality of life in Inyo County.

As proposed, this program will provide grants up to \$10,000 each to qualified nonprofit organizations that provide services to the citizens of Inyo County based on criteria that is explained in the attached guidelines. There will be an evaluation panel of 3 – 5 people, including County staff and members of the community. The attached grant guidelines provide more information including an overview of the program, eligibility and application requirements, the proposed timeline, sample evaluation criteria scoring sheet and a brief description of the selection procedure.

The grant application, contract and final report will all be administered electronically using DocuSign. This was the procedure used for the REVIVE Grant Program and it worked very well.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In August, your Board approved the REVIVE Grant Program for small, local businesses, where there was \$800,000 of CARES Act funding allocated to approximately 100 businesses to offset some of the financial impacts caused by COVID-19. This is the equivalent of that program for nonprofit organizations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No alternatives will be presented today.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds for this grant program are appropriated in the 2020-21 fiscal year budget.

ATTACHMENTS:

1. Inyo County Community Resiliency Grant Guidelines (final)

APPROVALS:

Leslie Chapman	Created/Initiated - 12/9/2020
Darcy Ellis	Approved - 12/10/2020
Marshall Rudolph	Approved - 12/10/2020
Amy Shepherd	Approved - 12/10/2020
Leslie Chapman	Final Approval - 12/10/2020



INYO COUNTY COMMUNITY RESILIENCY GRANT Guidelines

INTRODUCTION

Inyo County is seeking grant applications for the Community Resiliency Grant program from nonprofit organizations that play an important role in supporting our local economy, improving the quality of life in Inyo County, and addressing unmet needs of those in our community most severely impacted by COVID-19.

Inyo County recognizes that these entities continue to provide services with significant reductions in revenue due to the pandemic, so during adoption of the Inyo County 2020-21 budget, the Board of Supervisors allocated \$100,000 of County General Fund money to support economic and community resiliency, and to offset COVID-19 related economic hardships and disruptions to local nonprofit organizations.

OVERVIEW

1. Grant funds will be provided for economic support to Inyo County nonprofit entities that were financially impacted by COVID-19 and priority will be given to those that are focused on addressing the needs of our disenfranchised or disadvantaged citizens, thereby improving the quality of life in Inyo County. Funding must be necessary due to the financial impacts of COVID-19 and be used to mitigate these impacts.
2. Grants will be awarded to the applicants who receive the highest ranking score based on the criteria set forth below. An evaluation panel comprised of 3 – 5 people including County staff and members of the community will review and score responses to determine and select the top ranked entities. Award recommendations will be presented to the County Administrative Officer for final approval.
3. Individual grant awards of up to \$10,000 will be issued to qualified nonprofit organizations that provide services to the citizens of Inyo County.
4. Applicants awarded grants will be required to enter into a contract with the County setting forth applicable terms and conditions of receiving funding.

ELIGIBILITY

To be eligible, a nonprofit:

MUST:

- Adequately demonstrate that funding is necessary due to the financial impacts of COVID-19 and will be used to mitigate these impacts
- Be a legally organized Nonprofit Entity under Internal Revenue Code Section 501
- Primarily serve the residents of Inyo County
- Directly provide services or goods that are available to, or benefit, the general public

CANNOT:

- Be exclusively engaged in lobbying
- Be primarily engaged in distributing funds to other organizations or individuals
- Use grant funds for an inherently religious activity. An inherently religious activity includes activities such as religious worship, instruction, or proselytization. However, a religious organization that provides secular social services, such as a food bank, disaster relief, or a mentoring program, is not engaged in an inherently religious activity.
- Be any of the following:
 - An educational institution
 - A social, recreational, sports, or booster club
 - A private foundation

APPLICATION REQUIREMENTS

- Complete the application form via DocuSign
- Attach a narrative with the following:
 1. A brief description of your organization, including mission, goals and history in Inyo County.
 2. Describe how your organization has made a significant community benefit in the past.
 3. Describe how your organization has made a significant community benefit during the COVID-19 pandemic
 4. Describe the direct and indirect impacts your entity has suffered from COVID-19
 5. Describe the intended use of the grant
- Attach the following documents:
 1. IRS Determination Letter showing the organization's nonprofit status
 2. Most recent tax filing – Form 990
 3. Financial statements for the period from 3/1/2019 – 12/31/2019
 4. Financial statements for the period from 3/1/2020 – 12/31/2020

GRANT PROGRAM TIMELINE

Action Task	Date/Time
Board of Supervisors approves grant program	Tues – 12/15/20
Grant Information Webinar	Wed – 1/6/21: 3:00 p.m.
Application Submittal Window	Mon – 1/11 to Fri - 1/29: 5:00 p.m.
Committee reviews and processes applications	Mon – 2/1 to Fri – 2/19
Notification letter goes to applicants	Week of 2/22
Sign contracts and process payments	Starting Mon - 3/1
Grants awarded no later than	Fri – 3/15
Final reports due no later than	Fri – 5/28

EVALUATION CRITERIA

Upon review of the application, the evaluation panel will use the following evaluation criteria and rating points to determine the most highly qualified entities.

Evaluation Criteria	Maximum Points Possible
Written Narrative	20
COVID-19 Impacts	30
Community Benefit	20
Financial Reports	20
Completeness and Quality of Application	10
Total Points	100

SELECTION PROCEDURE

- An evaluation panel comprised of County staff and members of the community will review and score applications and select the top ranked entities based on the evaluation criteria. The final selection of grantees will be presented to the County Administrative Officer for final approval.
- The County reserves the right to reject any or all applications for cause, or to waive minor irregularities in said applications, or to award amounts different than those requested.
- The County will notify all applicants whether or not they are selected for the grant award. Email

is the County's preferred method of communication for all stages of the grant process.



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Cap Aubrey, Leslie Chapman

SUBJECT: Proposed operational changes to the Independence and Lone Pine landfills.

RECOMMENDED ACTION:

Request Board approve the following operational changes at the Independence and Lone Pine landfills:

- A) Add two, 40-yard bins at the Independence landfill for household trash, maintain the same operating days, and change the landfill public hours to 7:30 a.m. to 3:30 p.m. on both days;
- B) Change the Lone Pine landfill hours to be open Thursday through Monday from 7:30 a.m. to 3:30 p.m., adding Thursday and Sunday to the current operating schedule;
- C) Find that (1) the proposed changes at the two landfills have already been addressed under the California Environmental Quality Act (CEQA) in two mitigated negative declarations (MNDs); (2) no subsequent or supplemental environmental review or further documentation is required pursuant to PRC 21166 and 14 CCR 15162 because: (a) the proposed changes do not involve new significant environmental effects or a substantial increase in the severity of any previously identified significant effects, (b) no substantial changes are proposed to the project. (c); the proposed changes in daily operations are permitted in the existing SWFPs for the two landfills, (d) no substantial changes in circumstances under which the project is being undertaken have occurred, and (e) no new information that was not known at the time of the preparation of the previous MNDs documentation has become available;
- D) Find that the proposed operational changes are exempt under 14 CCR section 15061 (the "common sense exemption") for the reasons presented above, because it can be seen with certainty that there is no possibility that these minor operational changes will have a significant effect on the environment. Also find that the operational changes are exempt under 14 CCR section 15301 (the "existing facilities exemption"), because they provide for the continued operation of the two existing landfills which involves negligible or no expansion of the existing use of the facilities. Additionally, there are no unusual circumstances or other exceptions under CEQA that would invalidate the existing facilities exemption for the two landfills; and
- E) Direct staff to file a notice of exemption.

SUMMARY/JUSTIFICATION:

Inyo County Recycling and Solid Waste staff is recommending operational changes at the two South-County landfills to mitigate recurring problems including exceeding daily tonnage limits, illegal dumping, and blowing trash. These changes are within the parameters of the County's existing landfill permits. Although it is not a requirement for your Board to approve these changes in order for the landfill operations to be adjusted as recommended, staff has previously brought such changes before your Board in order to, among other things, better inform the public of changes to this public service.

Background Information:

The County operates the Independence and Lone Pine Landfill facilities on land leased from the City of Los Angeles. The Independence landfill operates under a SWFP issued by the California Integrated Waste Management Board (now Cal Recycle) on April 21, 2000 and the Lone Pine landfill operates under a SWFP issued on March 28, 2000. The Independence SWFP allows the facility to operate from 7:30 a.m. to 4:30 p.m., with public hours from 7:30 a.m. to 3:30 p.m. five days a week and to receive a maximum of 10 tons of waste per operating day. The Lone Pine Permit allows the facility to operate from 7:30 a.m. to 4:30 p.m., with public hours from 7:30 a.m. to 3:30 p.m. five days a week and to receive a maximum of 22 tons of waste per operating day. These landfills accept household trash; construction and demolition debris; chipable wood; dead animals; and various recyclable materials.

From 2000 to 2014, the Independence landfill was open to the public 5 days a week (Wednesday through Sunday) and the Lone Pine landfill was open 5 days a week (Friday through Tuesday). On February 25, 2014, as a cost saving measure as part of an attempt to reduce the deficit in the County's General Fund, your Board approved a reduction in the days of operation of the two landfills. Pursuant to your Board's action, effective April 19, 2014, the public operating days of the Independence landfill were limited to Thursday and Sunday, and hours were reduced to 7:30 a.m. to 3:00 p.m. on Thursday, and the public operating hours of the Lone Pine landfill were reduced to 7:00 a.m. to 3:00 p.m. on Friday, Saturday and Monday.

Following the closure of the Lone Pine landfill on Thursdays, commercial waste haulers who collect waste in the southern Owens Valley, have hauled the collected waste to the Independence landfill (instead of the Lone Pine landfill) on Thursdays resulting in an exceedance of the maximum permitted daily tonnage limit at the Independence landfill. Consequently, the solid waste program is regularly forced to choose between exceeding the tonnage limits and the Independence landfill and turning customers away. In an effort to remedy this problem, in 2014, the Recycling and Waste Management Department proposed revisions to SWFPs for the Independence and Lone Pine landfills to increase the maximum permitted daily tonnage. LADWP, as the representative of the land owner, has declined to approve the permit revisions and the permits have not been issued. As a result, the problem of exceeding the maximum daily tonnage limits continues. While the previously requested permit revisions to increase daily tonnage limits remain pending, staff recommends the following interim operational changes that will improve service, reduce blown trash and reduce occurrences of exceeding the daily tonnage.

Independence Landfill:

Staff recommends that the Independence Landfill remain open on Thursday and Sunday every week from 7:30 to 3:30. Historically, the maximum daily tonnage limits at the Independence landfill have been exceeded on Thursdays when the Lone Pine Landfill is closed and the commercial waste haulers are forced to haul their collected waste to the Independence landfill. If these expanded hours of operation are approved, the Lone Pine landfill will be open on Thursdays giving the commercial haulers the option of dumping in Lone Pine thereby reducing the risk of going over the tonnage limit at the Independence landfill. Also, to allow the County to maintain the same service level for our customers at the Independence landfill, while helping the landfill to stay within its permitted daily tonnage limits, staff recommends placing two, forty-yard, roll off containers with lids at the Independence landfill for household trash and green waste. The household trash and green waste brought to the landfill averages 4 tons per day, representing 40% of the daily allowed tonnage. The bins will be covered as necessary to prevent trash from blowing out, and to stop birds and other animals from digging in the trash. Currently, all the waste that Independence landfill receives is compacted and covered on site daily. Under the

proposed operational change, to help the landfill stay within its permitted daily tonnage limits, the contents of the two containers will be dumped on site on days when there is tonnage capacity.

Additionally, removing the daily disposal of household trash and green waste at the landfill through the use of the two bins will reduce the need for a full time equipment operator at that location because household trash and green waste must be compacted and covered daily, while construction and demolition debris does not. The landfill operator will maintain the construction and demolition debris pile and perform other operator duties only on the days he/she empties bins. Also, not having to compact and cover household trash and green waste on a daily basis will take away the need to push up and haul dirt from the pit to the active face will save on fuel, maintenance and labor.

Lone Pine Landfill:

Staff recommends changing the operating schedule at the Lone Pine landfill by opening two additional days per week. If approved, the landfill will be open Thursday through Monday each week from 7:30 am to 3:30 pm. In addition to better serving the community, adding days of operation is expected to reduce the daily tonnage at the landfill.

The additional days will also allow staff to work with contracted waste haulers on schedules that will reduce the likelihood of going over the allowed daily tonnage. Another benefit is that the expanded hours will provide the opportunity to more efficiently utilize staff and resources. For example, while current regulations require the covering of household trash at the end of every shift, alternative daily cover or a tarp may be used as long as the active face is utilized within 24 hours. With the new schedule, tarps can be utilized, cutting the daily cover usage by 50% by eliminating six inches of cover between daily layers. Consequently, it is anticipated that no additional staff will be required to execute these changes.

LADWP and CEQA:

As the representative of the landowner, LADWP has requested the County to apprise LADWP of proposed revisions to the landfills leased to the County as well as the County's plans to comply with CEQA with respect to any proposed revisions. With regard to the proposed changes at the Independence and Lone Pine landfills, by letter to your Board dated December 7, 2020, LADWP informed your Board that "LADWP supports the County of Inyo (County) taking actions to come into compliance with its existing solid waste facility permits, last issued in 2000." The letter also states that "LADWP is hopeful that the County's decision to restore operation at the Lone Pine Landfill to five days will deter illegal dumping, and help the County come into compliance with its existing permits." Although the December 7, 2020 letter states LADWP's support for the proposed changes, the letter expresses concern the County has not adequately complied with CEQA with respect to the proposed changes. As explained below, LADWP's CEQA concern is without merit.

The SWFPs for the Independence and Lone Pine landfills were issued following compliance with CEQA. The respective SWFPs established the operational hours and the maximum daily permitted tonnage at each landfill. The proposed revisions to the operating hours at each landfill fall within the operating hours and other activities permitted by the respective SWFPs. With respect to the Independence landfill, the SWFP was addressed in a MND dated April 16, 1999 and the SWFP for the Lone Pine landfill was addressed in a MND dated May 6, 1999. No subsequent or supplemental environmental review or further documentation is required pursuant to PRC 21166 and 14 CCR 15162 because: (1) the proposed changes will not result in substantial changes to activities permitted by SWFPs that would require revision of the MNDs ; (2) the proposed changes in daily operations are permitted by the existing SWFPs; (3) no substantial changes in circumstances under which the two landfills are being operated have occurred that would require revision of the MNDs; and (4) no new information that was not known at the time of the preparation of the MNDs has become available.

Independent of the fact that the proposed changes have already been addressed in accordance with CEQA and no further assessment is required by CEQA, the changes also are exempt from CEQA. The proposed operational changes are exempt under 14 CCR section 15061 (the "common sense exemption") for the reasons presented

above, because it can be seen with certainty that there is no possibility that these minor operational changes will have a significant effect on the environment. Also, under 14 CCR section 15301 (the “existing facilities exemption”), the operational changes provide for the continued operation of the two existing landfills which involves negligible or no expansion of the existing use of the facilities, so that exemption also applies. Additionally, there are no unusual circumstances or other exceptions under CEQA that would invalidate the existing facilities exemption for the two landfills.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The County operates the Independence and Lone Pine Landfill facilities on land leased from the City of Los Angeles. The Independence landfill operates under a SWFP issued by the California Integrated Waste Management Board (now Cal Recycle) on April 21, 2000 and the Lone Pine landfill operates under a SWFP issued on March 28, 2000. The Independence SWFP allows the facility to operate from 7:30 a.m. to 4:30 p.m. five days a week and to receive a maximum of 10 tons of waste per operating day. The Lone Pine Permit allows the facility to operate from 7:30 a.m. to 4:30 p.m. five days a week and to receive a maximum of 22 tons of waste per operating day. These landfills accept household trash; construction and demolition debris; chipable wood; dead animals; and various recyclable materials.

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Additionally, removing the daily disposal of household trash and green waste at the landfill through the use of the two bins will reduce the need for a full time equipment operator at that location because household trash and green waste must be compacted and covered daily, while construction and demolition debris does not. The landfill operator will maintain the construction and demolition debris pile and perform other operator duties only on the days he/she empties bins. Also, not having to compact and cover household trash and green waste on a daily basis will take away the need to push up and haul dirt from the pit to the active face will save on fuel, maintenance and labor.

Lone Pine Landfill:

Staff recommends changing the operating schedule at the Lone Pine landfill by opening two additional days per week. If approved, the landfill will be open Thursday through Monday each week from 7:30 am to 3:30 pm. In addition to better serving the community, adding days of operation is expected to reduce the daily tonnage at the landfill.

The additional days will also allow staff to work with contracted waste haulers on schedules that will reduce the likelihood of going over the allowed daily tonnage. Another benefit is that the expanded hours will provide the opportunity to more efficiently utilize staff and resources. For example, while current regulations require the covering of household trash at the end of every shift, alternative daily cover or a tarp may be used as long as the active face is utilized within 24 hours. With the new schedule, tarps can be utilized, cutting the daily cover usage by 50% by eliminating six inches of cover between daily layers. Consequently, it is anticipated that no additional staff will be required to execute these changes.

LADWP and CEQA

As the representative of the landowner, LADWP has requested the County to apprise LADWP of proposed revisions to the landfills leased to the County as well as the County's plans to comply with CEQA with respect to any proposed revisions. With regard to the proposed changes at the Independence and Lone Pine landfills, by letter to your Board dated December 7, 2020, LADWP informed your Board that "LADWP supports the County of Inyo (County) taking actions to come into compliance with its existing solid waste facility permits, last issued in 2000." The letter also states that "LADWP is hopeful that the County's decision to restore operation at the Lone Pine Landfill to five days will deter illegal dumping, and help the County come into compliance with its existing permits." Although the December 7, 2020 letter states LADWP's support for the proposed changes, the letter expresses concern the County has not adequately complied with CEQA with respect to the proposed changes. As explained below, LADWP's CEQA concern is without merit.

The SWFPs for the Independence and Lone Pine landfills were issued following compliance with CEQA. The respective SWFPs established the operational hours and the maximum daily permitted tonnage at each landfill. The proposed revisions to the operating hours at each landfill fall within the operating hours and other activities permitted by the respective SWFPs. With respect to the Independence landfill, the SWFP was addressed in a MND dated April 16, 1999 and the SWFP for the Lone Pine landfill was addressed in a MND dated May 6, 1999. No subsequent or supplemental environmental review or further documentation is required pursuant to PRC 21166 and 14 CCR 15162 because: (1) the proposed changes will not result in substantial changes to activities permitted by SWFPs that would require revision of the MNDs ; (2) the proposed changes in daily operations are permitted by the existing SWFPs; (3) no substantial changes in circumstances under which the two landfills are being operated have occurred that would require revision of the MNDs; and (4) no new information that was not known at the time of the preparation of the MNDs has become available.

Independent of the fact that the proposed changes have already been addressed in accordance with CEQA and no further assessment is required by CEQA, the changes also are exempt from CEQA. The proposed operational changes are exempt under 14 CCR section 15061 (the "common sense exemption") because for the reasons presented above, it can be seen with certainty that there is no possibility that these minor operational changes will have a significant effect on the environment. Also, under 14 CCR section 15301 (the "existing facilities

exemption”), the operational changes provide for the continued operation of the two existing landfills which involves negligible or no expansion of the existing use of the facilities.. Additionally, there are no unusual circumstances or other exceptions under CEQA that would invalidate the existing facilities exemption for the two landfills.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Status quo could be maintained.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The reduction in landfill hours in 2014 was an effort to obtain necessary budget savings at that time. The solid water program has sufficiently recovered and the proposed operational efficiencies make this plan executable and affordable. No material budget impacts are anticipated from the recommended changes; therefore, the proposed 2020-21 fiscal year budget is sufficient to fund these changes.

ATTACHMENTS:

1. INDEPENDENCE LANDFILL PERMIT
2. LONE PINE LANDFILL PERMIT

APPROVALS:

Darcy Ellis	Created/Initiated - 12/8/2020
Darcy Ellis	Approved - 12/8/2020
Marshall Rudolph	Approved - 12/9/2020
Clint Quilter	Approved - 12/9/2020
Amy Shepherd	Approved - 12/9/2020
Leslie Chapman	Final Approval - 12/9/2020

SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number:

14-AA-0004

Independence Landfill

2. Name and Street Address of Facility:
Independence Landfill
End of Dump Rd.
Independence, CA 93526

3. Name and Mailing Address of Owner/Operator:
Inyo County Integrated Waste Management
783 N. Main Street, Suite J
Bishop, CA 93514

4. Name and Mailing Address of Land Owner:
City of Los Angeles
Department of Water & Power
300 Mandich Street
Bishop, CA 93514

5. Specifications:

- a. Permitted Operations:
- Composting Facility (mixed wastes)
 - Composting Facility (yard waste)
 - Landfill Disposal Site
 - Material Recovery Facility
 - Processing Facility
 - Transfer Station
 - Transformation Facility
 - Other:

b. Permitted Hours of Operation: Public Hours 7:30-3:30, Five days per week, closed on specified holiday
Operation Hours 7:30-4:30, Five days per week

c. Permitted Tons per Operating Day:

Non-Hazardous - General	.....	Total: 10	Tons/Day
Non-Hazardous - Sludge	.....	10	Tons/Day
Non-Hazardous - Separated or commingled recyclables	.....		Tons/Day
Non-Hazardous - Other (See Section 14 of Permit)	.....		Tons/Day
Designated (See Section 14 of Permit)	.....		Tons/Day
Hazardous (See Section 14 of Permit)	.....		Tons/Day


d. Permitted Traffic Volume:

Incoming waste materials	.....	Total: 50	Vehicles/Day
Outgoing waste materials (for disposal)	.....		Vehicles/Day
Outgoing materials from material recovery operations	.....	5	Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	90.54	18.47				
Design Capacity	317,900	cy	td	td	td	td
Max. Elevation (ft. MSL)	11,111	ft				
Max. Depth (ft. BGS)	3860	ft				
Estimated Closure Date	2038					

The permit is granted solely to the operator named above, and is not transferable. Upon a change of operator, this permit is no longer valid. Further, upon a significant change in design or operation from the described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previous issued solid waste facility permits.

6. Approval:

Approving Officer Signature

Robert L. Kennedy, Director Department of Environmental Health Services
Name/Title

7. Enforcement Agency Name and Address:
Inyo County Department of Environmental Health Services
P.O. Box 427
Independence, CA 93526

8. Received by CIWMB: JAN 27 2000

9. CIWMB Concurrence Date: APR 18 2000

Permit Review Due Date: April 21, 2005

11. Permit Issued Date: April 21, 2000

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 14-AA-0003
Independence Landfill

Page 2

12. Legal Description of Facility (attach map with RFI): S ½, Section 21, T 13, R 25, MDM. Latitude 36° 47.4' N. Longitude 118° 10.5' W.

13. Findings:

- a. This permit is consistent with the Inyo County General Plan and the County wide Siting Element in accordance with PRC 50000.5.
- b. This permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). Public Resources Code, Section 44010.
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the LEA. (By March 2000)
- d. The California Division of Forestry (CDF) has determined that the facility is in conformance with applicable fire standards as required in Public Resources Code, Section 44151.
- e. A Notice of Determination was filed with the State Clearinghouse #99041075 for all facilities which are not exempt from CEQA and documents pursuant to Public Resources Code, Section 21081.6.
- f. On June 23, 1999, the Inyo County Planning Commission made a determination that the facility is consistent with and designated in , the applicable general plan: Public Resources Code, Section 50000.5(a).
- g. On June 23, 1999, the Inyo County Planning Commission made a written finding that surrounding land use is compatible with the facility operation, as required in Public Resources Code, Section 50000.5(b).

14. Prohibitions:

The permittee is prohibited from accepting designated waste, hazardous waste, or hirming materials unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits.

Acceptance allowed:

1. Used oil, used oil filters, antifreeze, and automobile batteries for recycling as provided for in Section 17(n).
2. Dead animals as provided for in Section 17 (l).
3. Ash from household wood stoves or incinerators, and bum barrels as provided for in Section 17(m).

15. The following documents also describe and/or restrict the operation of this facility (insert document date in space):

	Date		Date
<input checked="" type="checkbox"/> Report of Facility Information	6/99	<input type="checkbox"/> Contract Agreements - operator and contract	
<input type="checkbox"/> Land Use Permits and Conditional Use Permits		<input checked="" type="checkbox"/> Waste Discharge Requirements (6-95-116 A)	9/96
<input type="checkbox"/> Air Pollution Permits and Variances		<input type="checkbox"/> Local & County Ordinances	
<input checked="" type="checkbox"/> EIR or Negative Declaration SCH#99041075	6/99	<input checked="" type="checkbox"/> Preliminary Closure & Post Closure Maintenance Plan	4/99
<input checked="" type="checkbox"/> Lease Agreements - BL-1385 owner and operator	6/99	<input type="checkbox"/> Amendments to RFI	
<input checked="" type="checkbox"/> Closure Financial Responsibility Document	4/99	<input type="checkbox"/> Other (list):	

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 14-AA-0004
 Independence Landfill
 Page 3

16. Self Monitoring:

a. Results of all self-monitoring programs as described in the Report of Facility Information, will be reported as follows:

Program	Reporting Facility	Agency Reported To
A log of special occurrences shall be maintained. The log shall contain but not be limited to: fire, explosion, discharges, significant incidents of personnel injury, accidents, weather events, unusual and sudden settlement, discharge of hazardous or other wastes not permitted, and/or property damage. The log shall be maintained on the premises. Days without incidents shall be noted in the log with an appropriate negative entry.	Quarterly*	LEA
Maintain daily tonnage and volume records of solid waste received by type, salvaged/recovered materials leaving the site by type.	Quarterly*	LEA
Maintain daily motor vehicle counts in vehicles/day entering the site and leaving the site with recovered materials.	Quarterly*	LEA
Provide a Hazardous Prohibition Waste Screening/Exclusion Program including quantities/types of materials discovered, responses/corrective actions taken, interim/final disposition of materials.	Quarterly*	LEA
Maintain A Summary of gas monitoring results.	Quarterly*	LEA
Maintain ADC inspections records including the number of days and type of ADC used, compliance issues encountered and corrective actions taken.	Weekly	As required below
Summary of public complaints received, regulatory notices received from any responsible regulatory agency, and the operator's responses/corrective actions taken.	Quarterly*	LEA
Water quality control of contaminants monitoring, reporting, remediation and related programs including: Waste Discharge requirement, clean-up and abatement orders/work plans/remediation schedules.	(Per RWQCB)	LEA and RWQCB
Review the current RDSI and submit amendments to the RDSI as necessary including: topographic maps showing all filled areas of the facility; Health and Safety Training Program, Load checking training program; total volume of waste capacity consumed as a result of waste disposal for the preceding year (yds ³); remaining landfill capacity (yds ³); and the most current list of personnel responsible for the operation of this facility which includes emergency phone numbers.	Annual Report	LEA
Hazardous Materials Business/Contingency Plan	Biannually/as needed	LEA
Hazardous Material Inventory	Annually*	LEA

*Indicates that the report is available for LEA review at the operator's Administrative Offices by the 15th of the following month

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 14-AA-0004
Independence Landfill
Page 4

17. LEA Conditions:

- a. The operator shall comply with State Minimum Standards for solid waste handling and disposal as specified in Title 14 and Title 27, California Code of Regulation (CCR). The operator shall not operate this facility without possession of all required permits/regulatory approvals. The operator shall inspect the site at a frequency sufficient to ensure compliance with all applicable standards/condition/mitigation/regulation as are applicable to this facility.
- b. The operator shall comply with all applicable requirements and enactments including all mitigation and monitoring measures listed in any adopted document filed pursuant to Public Resources Code, Section 21081.6 and all administrative/enforcement orders of all regulatory agencies with jurisdiction at this facility.
- c. The operator shall maintain a complete copy of this SWFP on the premises. Copies of all LEA/CWMB regulatory inspection reports and enforcement actions shall be maintained at the main Integrated Waste Management office. Such reports must be readily available to facility personnel, LEA staff and other appropriate regulatory personnel.
- d. Additional information concerning the design/operation of the facility shall be furnished upon request to the LEA and other regulatory personnel.
- e. The operator shall notify the LEA in writing of any proposed change in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any significant changes unless the operator first submits to the LEA a notice of said changes at least 150 days before said changes are undertaken. Any significant changes as determined by the LEA would require a revision to this permit.
- f. The LEA reserves the right to suspend and/or modify the solid waste handling and operations at this facility when deemed necessary due to any emergency, potential health hazard, and/or public nuisance.
- g. The terms and conditions of this permit may change as a result of applicable statutes or regulation revisions.
- h. This permit does not release the operator from its responsibility under any other existing laws, ordinances, regulations, or statutes of other government agencies.
- i. The load checking program and the gas monitoring program shall be incorporated and maintained in the most current and approved RDSI.
- j. The operator shall provide adequate on-site and off-site litter control to collect accumulated materials. Portable litter fences will be used at the working face to aid in the control of windblown material.
- k. Alternative daily cover may be used according to current regulations and approved by the LEA. ADC use shall be incorporated into the most current and approved RDSI.
- l. Dead animals shall be completely covered as soon as possible and at a minimum, at the end of the working day with 6 inches of soil. Compaction follows after decomposition.
- m. Ashes from household wood stoves or incinerators, and burn barrels shall be deposited away from the working face and completely covered by the end of the working day with 6 inches of compacted soil as required in regulations.
- n. Used motor oil, oil filters, antifreeze, and batteries can be accepted for recycling purposes only and shall be stored and removed in a manner not to create a nuisance, hazard or violate any other applicable regulations or standards. Employees handling these materials shall be provided all required training. Documentation of removal (bills of lading) must be maintained in the records for a period of three years.

SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number:

14-AA-0003

Lone Pine Landfill

Name and Street Address of Facility:
Lone Pine Landfill
End of Substation Road
Lone Pine, CA 93545

3. Name and Mailing Address of Owner/Operator:
Inyo County Integrated Waste Management
768 N. Main Street, Suite J
Bishop, CA 93314

4. Name and Mailing Address of Land Owner:
City of Los Angeles
Department of Water & Power
300 Manditch Street
Bishop, CA 93514

5. Specifications:

a. Permitted Operations:

- Composting Facility (mixed wastes)
- Processing Facility
- Composting Facility (yard waste)
- Transfer Station
- Landfill Disposal Site
- Transformation Facility
- Material Recovery Facility
- Other:

b. Permitted Hours of Operation: Public Hours 7:30-3:30, Five days per week, closed on specified holiday
Operation Hours 7:30-4:30, Five days per week

c. Permitted Tons per Operating Day:

Non-Hazardous - General	.....	Total:	22	Tons/Day
Non-Hazardous - Sludge	.....		22	Tons/Day
Non-Hazardous - Separated or commingled recyclables	.....			Tons/Day
Non-Hazardous - Other (See Section 14 of Permit)	.....			Tons/Day
Designated (See Section 14 of Permit)	.....			Tons/Day
Hazardous (See Section 14 of Permit)	.....			Tons/Day

d. Permitted Traffic Volume:

Incoming waste materials	.....	Total:	80	Vehicles/Day
Outgoing waste materials (for disposal)	.....		75	Vehicles/Day
Outgoing materials from material recovery operations	.....		5	Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	60.87	26.60				
Design Capacity	206,620					
Max. Elevation (ft. MSL)	3215					
Max. Depth (ft. BGS)	37.75					
Estimated Closure Date	2082					

The permit is granted solely to the operator named above, and is not transferable. Upon a change of operator, this permit is no longer valid. Further, upon a significant change in design or operation from the described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supercede the conditions of any previous issued solid waste facility permits.

6. Approval:


Approving Officer Signature

Robert L. Kennedy, Director Department of Environmental Health Services
Name/Title

7. Enforcement Agency Name and Address:

Inyo County Department of Environmental Health Services
P.O. Box 427
Independence, CA 93526

8. Received by CIWMB:

JAN 27 2005

9. CIWMB Concurrence Date:

MAR 22 2000

10. Permit Review Due Date: March 28, 2005

11. Permit Issued Date: March 28, 2000

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 14-AA-0003
Lone Pine Landfill

Page 2

12. Legal Description of Facility (attach map with RFI): Portions of sections 26 and 35, T 15 S, R 36 E, MJW&M; Lat 36° 35.6' N, Long 118° 02.1' W

13. Findings:

- a. This permit is consistent with the Inyo County General Plan and the County-wide Siting Element in accordance with PRC 50000.5.
- b. This permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB), Public Resources Code, Section 44010.
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the LEA. (By March 2000)
- d. The California Division of Forestry (CDF) has determined that the facility is in conformance with applicable fire standards as required in Public Resources Code, Section 44151.
- e. A Notice of Determination was filed with the State Clearinghouse #99051030 for all facilities which are not exempt from CEQA and documents pursuant to Public Resources Code, Section 21081.6.
- f. On June 23, 1999, the Inyo County Planning Commission made a determination that the facility is consistent with and designated in , the applicable general plan: Public Resources Code, Section 50000.5(a).
- g. On June 23, 1999, the Inyo County Planning Commission made a written finding that surrounding land use is compatible with the facility operation, as required in Public Resources Code, Section 50000.5(b).

14. Prohibitions:

The permittee is prohibited from accepting designated waste, hazardous waste, or burning materials unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits.

Acceptance allowed:

- 1. Used oil, used oil filters, antifreeze, and automobile batteries for recycling as provided for in Section 17(n).
- 2. Dead animals as provided for in Section 17 (l).
- 3. Ash from household wood stoves or incinerators, and burn barrels as provided for in Section 17(m).

15. The following documents also describe and/or restrict the operation of this facility (insert document date in space):

	Date		Date
<input checked="" type="checkbox"/> Report of Facility Information	6/99	<input type="checkbox"/> Contract Agreements - operator and contract	
<input type="checkbox"/> Land Use Permits and Conditional Use Permits		<input checked="" type="checkbox"/> Waste Discharge Requirements 16-95-7DA1)	9/96
<input type="checkbox"/> Air Pollution Permits and Variances		<input type="checkbox"/> Local & County Ordinances	
<input checked="" type="checkbox"/> EIR or Negative Declaration SCH#99051030	6/99	<input checked="" type="checkbox"/> Preliminary Closure & Post Closure Maintenance Plan	6/99
<input checked="" type="checkbox"/> Lease Agreements - BL-1387 owner and operator	6/99	<input type="checkbox"/> Amendments to RFI	
<input type="checkbox"/> Preliminary Closure/Post Closure Plan		<input type="checkbox"/> Other (list):	
<input checked="" type="checkbox"/> Closure Financial Responsibility Document	4/99		

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 14-AA-0003
 Linn County Landfill
 Page 3

Self Monitoring

a. Results of all self-monitoring programs as described in the Report of Facility Information, will be reported as follows:

Program	Reporting Facility	Agency Reported To
A log of special occurrences shall be maintained. The log shall contain but not be limited to: fire, explosion, discharges, significant incidents of personnel injury, accidents, weather events, unusual and sudden settlement, discharge of hazardous or other wastes not permitted, and/or property damage. The log shall be maintained on the premises. Days without incidents shall be noted in the log with an appropriate negative entry.	Quarterly*	LEA
Maintain daily tonnage and volume records of solid waste received by type, salvaged/recovered materials leaving the site by type.	Quarterly*	LEA
Maintain daily motor vehicle counts in vehicles/day entering the site and leaving the site with recovered materials.	Quarterly*	LEA
Provide a Hazardous Prohibition Waste Screening/Exclusion Program including quantities/types of materials discovered, responses/corrective actions taken, interim/final disposition of materials.	Quarterly*	LEA
Maintain A Summary of gas monitoring results.	Quarterly*	LEA
In ADC inspections records including the number of days and type of ADC used, compliance issues encountered and corrective actions taken.	Weekly	As required below
Summary of public complaints received, regulatory notices received from any responsible regulatory agency, and the operator's responses/corrective actions taken.	Quarterly*	LEA
Water quality control of contaminants-monitoring, reporting, remediation and related programs including: Waste Discharge requirements, clean-up and abatement orders/work plans/remediation schedules.	(Per RWQCB)	LEA and RWQCB
Review the current RDSI and submit amendments to the RDSI as necessary including: topographic maps showing all filled areas of the facility; Health and Safety Training Program, Load checking program; total volume of waste capacity consumed as a result of waste disposal for the preceding year (yds ³); remaining landfill capacity (yds ³); and the most current list of personnel responsible for the operation of this facility which includes emergency phone numbers.	Annual Report	LEA
Hazardous Materials Business/Contingency Plan	Biannually/as needed	LEA
Hazardous Material Inventory	Annually*	LEA
	*Indicates that the report is available for LEA review at the operator's Administrative Offices by the 15 th of the following month	

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: 16-AA-0003
Lone Pine Landfill
Page 4

17. LEA Conditions:

- a. The operator shall comply with State Minimum Standards for solid waste handling and disposal as specified in Title 14 and Title 27, California Code of Regulation (CCR). The operator shall not operate this facility without possession of all required permits/regulatory approvals. The operator shall inspect the site at a frequency sufficient to ensure compliance with all applicable standards/condition/mitigation/regulation as are applicable to this facility.
- b. The operator shall comply with all applicable requirements and enactments including all mitigation and monitoring measures listed in any adopted document filed pursuant to Public Resources Code, Section 21081.6 and all administrative/enforcement orders of all regulatory agencies with jurisdiction at this facility.
- c. The operator shall maintain a complete copy of this SWFP on the premises. Copies of all LEA/CJWMB regulatory inspection reports and enforcement actions shall be maintained at the main Integrated Waste Management office. Such reports must be readily available to facility personnel, LEA staff and other appropriate regulatory personnel.
- d. Additional information concerning the design/operation of the facility shall be furnished upon request to the LEA and other regulatory personnel.
- e. The operator shall notify the LEA in writing of any proposed change in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any significant changes unless the operator first submits to the LEA a notice of said changes at least 150 days before said changes are undertaken. Any significant changes as determined by the LEA would require a revision to this permit.
- f. The LEA reserves the right to suspend and/or modify the solid waste handling and operations at this facility when deemed necessary due to any emergency, potential health hazard, and/or public nuisance.
- g. The terms and conditions of this permit may change as a result of applicable statutes or regulation revisions.
- h. This permit does not release the operator from its responsibility under any other existing laws, ordinances, regulations, or statutes of other government agencies.
- i. The load checking program and the gas monitoring program shall be incorporated and maintained in the most current and approved RDSL.
- j. The operator shall provide adequate on-site and off-site litter control to collect accumulated materials. Portable litter fences will be used at the working face to aid in the control of windblown material.
- k. Alternative daily cover may be used according to current regulations and approved by the LEA. ADC use shall be incorporated into the most current and approved RDSL.
- l. Dead animals shall be completely covered as soon as possible and at a minimum, at the end of the working day with 6 inches of soil. Compaction follows after decomposition.
- m. Ashes from household wood stoves or incinerators, and burn barrels shall be deposited away from the working face and completely covered by the end of the working day with 6 inches of compacted soil as required in regulations.
- n. Used motor oil, oil filters, antifreeze, and batteries can be accepted for recycling purposes only and shall be stored and removed in a manner not to create a nuisance, hazard or violate any other applicable regulations or standards. Employees handling these materials shall be provided all required training. Documentation of removal bills of lading must be maintained in the records for a period of three years.



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 15, 2020

FROM:

SUBJECT: Ratify and approve payments to Southern Inyo Hospital

RECOMMENDED ACTION:

Request Board ratify and approve the payment of two invoices, one being from a prior fiscal year, that total \$15,015.86 to Southern Inyo Hospital for outpatient medical services for Inyo County inmates.

SUMMARY/JUSTIFICATION:

We transported two inmates to receive services at Southern Inyo Hospital; one in June 2019 and one in October 2020. We have had a change in nurse staffing at the jail and the invoice from June 2019 was just approved by the supervising nurse and the Health Officer. California State Penal Code 4011.10(b) determines that HHS is only permitted to reimburse costs for inmate health costs at a rate equal to 110% of the hospital's actual cost to charge ratio. Using data from the Office of Statewide Health Planning and Development, we are only obligated to pay 73.02% of the base charges from Southern Inyo Hospital. The total for the two invoices with the discount is \$15,015.86.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny payment of this obligation, leaving a local hospital with unreimbursed costs to care for a local inmate.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Department

FINANCING:

Health Realignment funds. Funding for this is included in the Health budget. This will be paid for out of the Health Budget (045100), Professional Services (5265). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Amy Shepherd
Marilyn Mann

Created/Initiated - 11/30/2020
Approved - 11/30/2020
Approved - 12/1/2020
Approved - 12/1/2020
Final Approval - 12/2/2020



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Rhiannon Baker

SUBJECT: Approval of a contract with the Tri-County Fairgrounds for indoor rental space to provide indoor COVID-19 testing.

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct Verily COVID-19 testing services in an amount not to exceed \$500 per day, \$26,000 total for the period of December 1, 2020, through March 31, 2021, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

In June 2020 Inyo County Health and Human Services, Public Health and Prevention Division facilitated the opening of two community-based drive through testing sites in order to expand COVID-19 testing for Inyo County residents, the staff and supplies are funded by the California Department of Public Health and operated in collaboration with Verily's ProjectBaseline COVID-19 Testing Program. To date, the sites have tested more than 2,500 community members; providing a vital service that enables Inyo County to meet State mandated testing metrics which otherwise would be significantly more difficult to meet.

As the weather in Inyo County continues to reach lower temperatures, we feel that it is necessary to move the testing from a drive through model to a scheduled indoor model allowing for protection of the medical supplies, participants, and staff from the elements. The Tri-County Fairgrounds is able to guarantee the usage of their Tallman Pavilion and all necessary facilities through March 31, 2020. Because of these changes, we are asking to amend our Health budget to ensure there are funds in the rent object code.

We respectfully request your Board approve the ratification of the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds), and authorize the Health and Human Services Director, Marilyn Mann to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request, likely resulting in Inyo County's inability to provide adequate sheltering for COVID-19 testing through the winter months.

OTHER AGENCY INVOLVEMENT:

Project Baseline - Verily

FINANCING:

COVID funding. This expense will be paid out of the Health budget (045100), Office, Space and Site Rental object code (5291). No County General Funds.

ATTACHMENTS:

1. Inyo County - Fairgrounds Facility Use Agreement

APPROVALS:

Rhiannon Baker	Created/Initiated - 12/1/2020
Darcy Ellis	Approved - 12/2/2020
Anna Scott	Approved - 12/2/2020
Melissa Best-Baker	Approved - 12/9/2020
Marilyn Mann	Approved - 12/9/2020
Denelle Carrington	New -
Marshall Rudolph	
Amy Shepherd	
Marilyn Mann	

INTERIM EVENT/BUILDING RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the **18th District Agricultural** Association, (“Association”), commonly known as the **Tri-County Fairgrounds** (“Fairgrounds”), and **The Inyo County HHS** (“Renter”). Association and Renter may be collectively referred to as the “Parties.”

1. Association hereby grants to the Renter the right to occupy the space(s) known as **The Tallman Pavilion**, as depicted in Exhibit A, located on the Fairgrounds at **475 Sierra Street, Bishop, California 93514** (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.

2. The term of this Agreement begins on **12/01/20** and ends on **03/31/21**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

3. The purposes of occupancy shall be limited to **COVID-19 Testing and Equipment Storage per the request of the Inyo County HHS**.

4. Renter shall pay Association the amount of **\$500 per day – testing schedule will be every M, W, TH (7A-1:30P)**. Payments should be made by **cash, check or credit card**. Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of **\$00.00 deposit waiver per Jen McGuire**. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days. [Insert any specific cancellation policy regarding the return of the deposit.]

5. Renter shall pay the following services and fees: **\$500 per day as stated above**

6. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris. **Renter will remove all biohazard waste. All other waste may be deposited into dumpsters provided by the Association.**

9. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

10. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.

11. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

12. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

13. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

14. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

15. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.

16. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

17. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

18. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

19. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

20. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

21. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

22. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

23. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

24. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

25. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms

hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

26. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

27. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

- | | |
|---|-----------|
| Map of Fairgrounds Depicting Premises | Exhibit A |
| California Fair Services Authority Insurance Requirements | Exhibit B |
| Rental Agreement | Exhibit C |

28. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

INDIVIDUAL NAME BUSINESS NAME
Address City, State Zip Phone Email
Signature
Title
Date

18th DISTRICT AGRICULTURAL ASSOCIATION
475 Sierra Street, Bishop, CA 93514
Signature
Title: Jen McGuire - CEO
Date



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of December 1, 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 - 12/7/2020
Final Approval - 12/7/2020



County of Inyo



Public Works

TIMED ITEMS - ACTION REQUIRED

MEETING: December 15, 2020

FROM: Ashley Helms

SUBJECT: Change Order Update Ordinance

RECOMMENDED ACTION:

Request Board: A) waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending and Repealing Certain Sections of Title 11 of the Inyo County Code Related to Change Orders in Public Works Contracts;" and B) schedule enactment for 10:30 a.m. January 5, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

It has recently come to the attention of Public Works that the Inyo County Code contains certain, very restrictive rules regarding change orders to public works contracts. Specifically, Inyo County Code section 11.05.210 states that no change order to a public works contract may exceed \$25,000 and section 11.05.220 requires Public Works to obtain Board approval for any change order over \$4,000. These two sections were enacted in 1984 and have not been amended since, so the low monetary limits are likely due to these two sections being outdated.

However, California Public Contract Code section 20142 provides much higher limits for change orders to public works contracts, and permits your Board to grant the Director of Public Works the authority to enter into change orders per the following formulas:

- For contracts less than \$50,000 - Public Works Director may approve change orders less than \$5,000
- For contracts between \$50,000 and \$250,000 - Public Works Director may approve change orders less than 10% of the contract amount
- For contracts greater than \$250,000 - Public Works Director may approve change orders less than \$25,000 plus 5% of the original contract amount, not to exceed \$210,000

Public Works is therefore requesting that your Board modify section 11.05.210 to grant the Director of Public Works the full change order authority that is provided for in the Public Contract Code. Public Works is also requesting that your Board repeal and delete section 11.05.220, as that section is no longer necessary given the modifications to section 11.05.210.

Rather than putting hard numbers in the County Code, Public Works is requesting that your Board instead reference the monetary limits from section 20142 within the County Code so that the County Code will automatically update should the state legislature modify section 20142. This will hopefully help avoid a situation like the one we are remedying now, where a dollar figure set out in the County Code becomes outdated due to inflation and the passage of time.

Finally, Public Works is requesting that your Board remove the hard cap of \$25,000 on any change orders, as it is often necessary to enter into change orders that exceed this hard cap given the cost of construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to keep the County Code as-is, but this is not recommended, as the extremely low limits for change orders require Public Works to constantly seek Board approval for change orders that, by today's dollars, are quite small. Alternately, your Board could choose to set dollar limits in the County Code that are an increase from the current limits, but that are lower than what is set out in the Public Contract Code.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Change Order Update Ordinance

APPROVALS:

Grace Chuchla	Created/Initiated - 12/7/2020
Darcy Ellis	Approved - 12/7/2020
Grace Chuchla	Approved - 12/7/2020
Ashley Helms	Approved - 12/8/2020
Marshall Rudolph	Approved - 12/8/2020
Michael Errante	Final Approval - 12/8/2020

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING AND REPEALING CERTAIN SECTIONS
OF TITLE 11 OF THE INYO COUNTY CODE RELATED
TO CHANGE ORDERS IN PUBLIC WORKS CONTRACTS**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update Sections 11.05.210 and 11.05.220 of the Inyo County Code to bring these sections in line with the California Public Contract Code.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Public Contract Code section 20142(a), which permits the Board of Supervisors to grant certain county officials the authority to order changes or additions to public works contracts.

SECTION THREE. MODIFICATIONS TO TITLE 11.

Section 11.05.210 of the Inyo County Code is hereby amended to read:

11.05.210 Contract change order authority granted to Public Works Director

Pursuant to Cal. Public Contract Code section 20142(a), the Director of Public Works, or his or her designee, is authorized to order changes or additions in the work being performed under public works contracts. The dollar value of changes or additions authorized by the Director of Public Works shall not exceed the monetary limits set forth in Public Contract Code section 20142, as it may be amended from time to time.

Changes or additions in excess of the monetary limits set forth in Public Contract Code section 20142 shall be presented to the Board of Supervisors for approval.

Section 11.05.220 of the Inyo County Code is hereby repealed in its entirety.

SECTION FOUR. SEVERABILITY.

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

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of January, 2021, by the following vote:

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

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

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



County of Inyo



County Administrator & Sheriff

TIMED ITEMS - ACTION REQUIRED

MEETING: December 15, 2020

FROM: CAO Clint Quilter, Sheriff Jeff Hollowell

SUBJECT: Ordinance Amending Inyo County Code Section 2.30.050, Which Defines the Veterans Service Function

RECOMMENDED ACTION:

Request Board enact a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 2.30.050 of the Inyo County Code, Pertaining to the Qualifications, Appointment, and Compensation of the Veterans Service Officer."

SUMMARY/JUSTIFICATION:

After consultation between the Sheriff and County Administrator, it has been determined that a Veterans Service Representative is not currently adequate to meet the needs of our veteran community. The matter was discussed with the Board of Supervisors at its December 1 meeting and your Board concurred with the Sheriff and County Administrator that a full-time Veterans Service Officer position would better meet the needs of Inyo and Mono County Veterans. As discussed at the meeting, the position will allow for a higher level of responsibility and ability to act more independently which allows for a higher level of service.

In support of the full-time Veterans Service Officer proposal, the Board on December 1 approved the job description for the position and a change in the authorized strength of the Sheriff's Department, and authorized the open recruitment and hiring of a full-time Veterans Service Officer at Range 78.

The Board also directed staff to bring forward for approval an ordinance to amend Inyo County Code Section 2.30.050, pertaining to the qualifications, appointment, and compensation of the Veterans Service Officer. The ordinance was presented at the Board's December 8 meeting, at which time the Board waived further reading and set enactment for 10:30 a.m. Tuesday, December 15.

Among other things, the ordinance provides for a full time Veterans Service Officer as opposed to providing a Veterans Service Officer stipend, for the Board to appoint the Veterans Service Officer, as is currently the case, and while leaving the position in the Sheriff's Department, providing for the Board or its designee to provide administrative support and direction. The ordinance also maintains the requirement (consistent with state law) that the Veterans Service Officer be a "veteran" as defined by Section 980 of the Military and Veterans Code.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to enact the ordinance, or may direct staff to make changes.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. Draft Ordinance Amending 2.30.050

APPROVALS:

Darcy Ellis

Marshall Rudolph

Clint Quilter

Jeffrey Hollowell

Created/Initiated - 12/8/2020

Approved - 12/8/2020

Approved - 12/8/2020

Final Approval - 12/9/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.30.050 OF THE INYO COUNTY CODE, PERTAINING TO THE QUALIFICATIONS, APPOINTMENT, AND COMPENSATION OF THE VETERANS SERVICE OFFICER

WHEREAS, Section 970(a) of the California Military and Veterans Code provides that the “board of supervisors of each county may, but is not required to, appoint, prescribe the qualifications of, and fix the compensation of an officer to be titled ‘county veterans service officer;’” and

WHEREAS, Inyo County has a veterans service officer, as described more fully in Chapter 2.30 of the Inyo County Code; and

WHEREAS, the Board wishes to modify certain details of the position’s appointment, qualifications, and compensation (set forth in Section 2.30.050 of the Inyo County Code);

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

SECTION I: Section 2.30.050 of the Inyo County Code is amended in its entirety to read as follows:

“A. Any person appointed as the veterans service officer shall have the following qualifications:

1. Shall be a veteran as defined by Section 980 of the Military and Veterans Code;
2. Be or become a full-time permanent employee of the Inyo County sheriff’s department.

B. The veterans service officer shall be appointed by (and report to) the board of supervisors or its designee.

C. The veterans service officer’s duties shall be those set forth in Military and Veterans Code Section 970 et seq., and the ordinance codified in this section.”

SECTION II: 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 __ DAY OF _____, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Matt Kingsley, Chairperson
Inyo County Board of Supervisors**

ATTEST:
Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant

DRAFT

Agenda

County of Inyo Board of Equalization

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

December 15, 2020

- 11:30 a.m.**
1. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of May 19, 2020.
 2. **STIPULATION AGREEMENTS** – Request Board:
 - A) waive late fee penalties applied to Assessment Appeal Nos. 2020-08 and 2020-09; and
 - B) approve the stipulation agreements for the following:
 - Assessment Appeal No. 2020-08, concerning Assessor Parcel No. 5590120140 and submitted by Coso Energy Developers; and
 - Assessment Appeal No. 2020-09, concerning Assessor Parcel No. 5590120170 and submitted by Coso Power Developers.
 3. **ADJOURN**

MINUTES

County of Inyo Board of EQUALIZATION

May 19, 2020

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:00 p.m., on Tuesday, March 19, 2020, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present in person and/or via teleconference at the May Street Conference Room in Bishop: Supervisor Matt Kingsley, presiding, Dan Totheroh, Jeff Griffiths, Rick Pucci, and Mark Tillemans. Also present: County Administrator Clint Quilter, County Counsel Marshall Rudolph, Assistant County Counsel John Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Approval of Minutes Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meeting of March 17, 2020. Motion carried unanimously.
- Oaths The Assistant Clerk of the Board administered oaths to all parties planning to provide testimony during the hearing.
- Assessment Appeal Denied – No. 2020-05/APN 029-030-01 (Wilkinson) Regarding Assessment Appeal Application No. 2020-05, for Assessor's Parcel Number 029-030-01, filed by Gavin Wilkinson, the Board heard testimony from Mr. Wilkinson in which he objected to the valuation of his property. The Board also heard from Real Property Appraiser Allison Krohn explaining the assessment, and from Assistant County Counsel John Vallejo representing the Assessor's Office. Vallejo said the appellant had neither submitted valid evidence (actual appraisals) nor met his burden of proof. Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept into evidence exhibits from both parties except those not considered valid appraisals. The Board continued deliberations and directed County Counsel Rudolph to prepare Findings of Fact with Mr. Wilkinson's appeal denied. (SEE ATTACHED FINDINGS OF FACT.)
- Adjournment The Chairperson adjourned the Board of Equalization meeting at 2:24 p.m.

Chairperson, Inyo County Board of Equalization

*Attest: CLINT G. QUILTER
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only 2020-08
--

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME COSO ENERGY DEVELOPERS					EMAIL ADDRESS	
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) P.O. Box 1690						
CITY INYO KERN	STATE CA	ZIP CODE 93527	DAYTIME TELEPHONE (760) 764-1300	ALTERNATE TELEPHONE (760) 382-5118	FAX TELEPHONE ()	

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) ELLIS, CHRISTOPHER, M.					EMAIL ADDRESS cellis@cosoenergy.com	
COMPANY NAME COSO GEOTHERMAL POWER HOLDINGS, LLC						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						

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

P.O. Box 1690						
CITY INYO KERN	STATE CA	ZIP CODE 93527	DAYTIME TELEPHONE (760) 764-1300	ALTERNATE TELEPHONE (760) 382-5118	FAX TELEPHONE ()	

AUTHORIZATION OF AGENT	<input type="checkbox"/> AUTHORIZATION ATTACHED
<p>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</p> <p>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</p>	
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE 	TITLE VICE PRESIDENT
	DATE 8/17/20

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)	ASSESSMENT NUMBER (if applicable) 5590120140	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) 58004
PROPERTY ADDRESS OR LOCATION BLM EAST AND WEST		DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

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

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	0		RECEIVED 2020 AUG 25 AM 9:00
IMPROVEMENTS/STRUCTURES	91,628,188		
FIXTURES	73,842,296		
PERSONAL PROPERTY (see instructions)	613,575		
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	92,241,763	59,450,966	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) PLEASE REFER TO LETTER FROM APPLICANT ATTACHED HERETO.

7. WRITTEN FINDINGS OF FACTS (\$160 per parcel)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under Item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE



COSE JUNCTION, CA

8/17/20

NAME (Please Print)

CHRISTOPHER M. ELLIS

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



August 24, 2020

Inyo County Assessor
PO Box "J"
Independence, CA 93526

Re: *Addendum to Assessment Appeal Application With Respect to Account Numbers 5590120140 and 5590120170*

To Whom it May Concern:

Coso Geothermal Power Holdings, LLC, a Delaware limited liability company is in receipt of the 2020-2021 Inyo County Unsecured Property Tax Bills for the fiscal year of July 1, 2020 through June 30, 2021 (the "Tax Bills"), attached hereto as Exhibit A, for the following subsidiaries: Coso Power Developers and Coso Energy Developers (collectively, the "Coso Companies"). The Tax Bills will be partially paid under protest prior to August 31, 2020.

After thorough review, on behalf of the Coso Companies we hereby oppose the Tax Bills in their entireties on the grounds that the County of Inyo in the State of California (the "County") has inappropriately assessed and levied, and will have erroneously collected, property taxes for the year July 1, 2020 through June 30, 2021 from Coso Companies (the "Tax Year"). Concurrently herewith the Coso Companies have submitted the Assessment Appeal Applications attached hereto as Exhibit B, and the Coso Companies hereby and thereby petition the Inyo County Board of Equalization for reassessment of their property value for the Tax Year pursuant to applicable provisions of the California Revenue and Taxation Code.

On July 29, 2020, Inyo County issued the Tax Bills for the Tax Year stating that the aggregate value of the Coso Companies' properties in Inyo County with respect to the Tax Bills numbered 58004 and 58006 is \$198,969,268. This valuation greatly exceeds the maximum increase in annual assessment of 2% under the California Revenue and Taxation Code.

Due to the discrepancy in the property tax valuation and in recognition of the time and costs involved for all parties to fully administer this matter at both the County level and, if necessary, in any subsequent state court proceedings, the Coso Companies would be willing to discuss and enter into an appropriate settlement with the County Assessor, if such appropriate settlement terms can be mutually agreed to.

If the county is unwilling to participate, the Coso Companies reserve their rights to request an opportunity to appear before the County Assessment Appeals Board at an oral hearing on alleged excesses in the Coso Companies' Tax Year property value. The Coso Companies respectfully request that its hearing be closed to the public at time when the Company discloses or address confidential or proprietary business information, in accordance with the holding in *General American Transportation Corp. v. State Board of Equalization*, 193 Cal.App.3d 1175 (1987). The Coso Companies request that written Findings of Fact be issued in support of any decision on the Coso Companies' petition.

Please contact Joe Greco at 775-376-9702 or Chris Ellis at 760-764-1300 x 207, to initiate such discussions.

Very truly yours,



Christopher M. Ellis

Vice President and General Manager



Alisha McMurtrie, Treasurer – Tax Collector

P.O. Drawer 0
Independence, CA 93526

Telephone: (760) 878-0312

7/29/2020

Property Data: 5590120140

Address: LSE CACA11402 POR T22S R39E CA

Mailed to: COSO ENERGY DEVELOPERS - LSEE
DBA BLM EAST & WEST
PO BOX 1690
INYOKERN CA 93527

|||||||

ANNUAL UNSECURED PROPERTY TAX BILL

For Fiscal Year July 1, 2020
through June 30, 2021

Go paperless with our new E-Billing feature! Just visit our website, click the E-Billing link and use the following E-Billing Enrollment Code to receive future tax bills on this assessment number via email. Your Enrollment Code is 5507.

IMPORTANT MESSAGES

ONLINE TAX PAYMENTS NOW AVAILABLE! Have your bill ready and visit www.inyocounty.us/taxcollector.

Assessment Number	Bill Number	Bill Posted Date	Tax Rate Area
5590120140	58004	07-31-2020	059012
Assessee(s) January 1st, 2020 "Et al" means other owners are present on this parcel			
COSO ENERGY DEVELOPERS - LSEE			

TAXING AGENCIES	FOR INFORMATION CALL	AMOUNT
101-CALIFORNIA NET TAXABLE VALUE		\$922,417.62

IMPORTANT INFORMATION ON REVERSE SIDE

Land	\$0
Structures	\$91,828,188
Trade Fixtures	\$73,842,296
Trees & Vines	\$0
Business Personal Property	\$613,575
Net Value	\$92,241,763
Tax Rate Per \$100 Value	1.00000
Taxes	\$922,417.62
Special Assessments & Fixed Charges	\$0.00
Total Base Tax Amount	\$922,417.62
Net Due	\$922,417.62
Add 10% penalty after August 31, 2020	
Total Due	\$922,417.62

The Assessee on the lien-date printed after "Assessee(s) January 1st" in the box above is responsible for the payment of this bill. Sale, removal or disposal of this property after the lien-date does not relieve the Assessee of the tax liability.

On November 02, 2020, a certificate of lien may be recorded against the Assessee and a recording fee will be added to the amount due. **THE LIEN MAY AFFECT YOUR CREDIT RATING.** We do not accept partial payments.

Additional penalties will begin to accrue on the first day of each month, beginning on November 02, 2020.

Other enforcement actions may include:

- Seizure and sale of personal property, improvements or possessory interests.
- Suit for the amount due plus other charges.

All questions about ownership, values or property statements must be directed to:

Dave Stottlemyre, Assessor
Address: P.O. Drawer J, Independence, CA 93526
Telephone: (760) 878-0302
Fax: (760) 878-0307
Website: <https://www.inyocounty.us/services/assessor>
E-mail: inyoassessor@inyocounty.us

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only 2020-09
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1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME Coso Power Developers					EMAIL ADDRESS	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) P.O. Box 1690						
CITY INYO KERN	STATE CA	ZIP CODE 93527	DAYTIME TELEPHONE (760) 764-1300	ALTERNATE TELEPHONE (760) 382-5118	FAX TELEPHONE ()	

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) ELLIS, CHRISTOPHER, M.					EMAIL ADDRESS collis@cosoenergy.com	
COMPANY NAME Coso Geothermal Power Holdings, LLC						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) P.O. Box 1690						
CITY INYO KERN	STATE CA	ZIP CODE 93527	DAYTIME TELEPHONE (760) 764-1300	ALTERNATE TELEPHONE (760) 382-5118	FAX TELEPHONE ()	

AUTHORIZATION OF AGENT			<input type="checkbox"/> AUTHORIZATION ATTACHED			
<p>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</p> <p>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</p>						
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE 			TITLE Vice President		DATE 8/17/20	

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)	ASSESSMENT NUMBER (if applicable) 5590120170	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) 58006
PROPERTY ADDRESS OR LOCATION NAVY II		DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

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

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES	106,135,234		
FIXTURES	84,661,339		
PERSONAL PROPERTY (see instructions)	592,271		
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	106,727,505	85,417,095	
PENALTIES (amount or percent)			

RECEIVED
 2020 AUG 25 AM 9:01

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

*DATE OF NOTICE: _____ ROLL YEAR: _____

ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT

*DATE OF NOTICE: _____ **ROLL YEAR: _____

*Must attach copy of notice or bill, where applicable **Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

1. No change in ownership occurred on the date of _____.

2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION

1. No new construction occurred on the date of _____.

2. Base year value for the completed new construction established on the date of _____ is incorrect.

3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

1. All personal property/fixtures.

2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

1. Classification of property is incorrect.

2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

1. Amount of escape assessment is incorrect.

2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary)

PLEASE REFER TO LETTER ATTACHED FROM APPLICANT.

7. WRITTEN FINDINGS OF FACTS (\$160 per parcel)

Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE



COSO JUNCTION, CA

8/17/20

NAME (Please Print)

CHRISTOPHER M. ELLIS

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



August 24, 2020

Inyo County Assessor
PO Box "J"
Independence, CA 93526

Re: *Addendum to Assessment Appeal Application With Respect to Account Numbers 5590120140 and 5590120170*

To Whom it May Concern:

Coso Geothermal Power Holdings, LLC, a Delaware limited liability company is in receipt of the 2020-2021 Inyo County Unsecured Property Tax Bills for the fiscal year of July 1, 2020 through June 30, 2021 (the "Tax Bills"), attached hereto as Exhibit A, for the following subsidiaries: Coso Power Developers and Coso Energy Developers (collectively, the "Coso Companies"). The Tax Bills will be partially paid under protest prior to August 31, 2020.

After thorough review, on behalf of the Coso Companies we hereby oppose the Tax Bills in their entireties on the grounds that the County of Inyo in the State of California (the "County") has inappropriately assessed and levied, and will have erroneously collected, property taxes for the year July 1, 2020 through June 30, 2021 from Coso Companies (the "Tax Year"). Concurrently herewith the Coso Companies have submitted the Assessment Appeal Applications attached hereto as Exhibit B, and the Coso Companies hereby and thereby petition the Inyo County Board of Equalization for reassessment of their property value for the Tax Year pursuant to applicable provisions of the California Revenue and Taxation Code.

On July 29, 2020, Inyo County issued the Tax Bills for the Tax Year stating that the aggregate value of the Coso Companies' properties in Inyo County with respect to the Tax Bills numbered 58004 and 58006 is \$198,969,268. This valuation greatly exceeds the maximum increase in annual assessment of 2% under the California Revenue and Taxation Code.

Due to the discrepancy in the property tax valuation and in recognition of the time and costs involved for all parties to fully administer this matter at both the County level and, if necessary, in any subsequent state court proceedings, the Coso Companies would be willing to discuss and enter into an appropriate settlement with the County Assessor, if such appropriate settlement terms can be mutually agreed to.

If the county is unwilling to participate, the Coso Companies reserve their rights to request an opportunity to appear before the County Assessment Appeals Board at an oral hearing on alleged excesses in the Coso Companies' Tax Year property value. The Coso Companies respectfully request that its hearing be closed to the public at time when the Company discloses or address confidential or proprietary business information, in accordance with the holding in *General American Transportation Corp. v. State Board of Equalization*, 193 Cal.App.3d 1175 (1987). The Coso Companies request that written Findings of Fact be issued in support of any decision on the Coso Companies' petition.

Please contact Joe Greco at 775-376-9702 or Chris Ellis at 760-764-1300 x 207, to initiate such discussions.

Very truly yours,



Christopher M. Ellis

Vice President and General Manager



Alisha McMurtrie, Treasurer – Tax Collector

P.O. Drawer O
Independence, CA 93526

Telephone: (760) 878-0312

7/28/2020

Property Data: 5590120170

Address: PI LAND NWC GEOTHERMAL CA

Mailed to: COSO POWER DEVELOPERS
DBA NAVY II
PO BOX 1690
INYOKERN CA 93527

|||||

ANNUAL UNSECURED PROPERTY TAX BILL

For Fiscal Year July 1, 2020
through June 30, 2021

Go paperless with our new E-Billing feature! Just visit our website, click the E-Billing link and use the following E-Billing Enrollment Code to receive future tax bills on this assessment number via email. Your Enrollment Code is 5510.

IMPORTANT MESSAGES

ONLINE TAX PAYMENTS NOW AVAILABLE! Have your bill ready and visit www.inyocounty.us/taxcollector.

IMPORTANT INFORMATION ON REVERSE SIDE

Assessment Number	Bill Number	Bill Posted Date	Tax Rate Area
5590120170	58006	07-31-2020	059012
Assessee(s) January 1st, 2020 "Et al" means other owners are present on this parcel			
COSO POWER DEVELOPERS			

TAXING AGENCIES	FOR INFORMATION CALL	AMOUNT
101-CALIFORNIA NET TAXABLE VALUE		\$1,067,275.04

Land	\$0
Structures	\$106,135,234
Trade Fixtures	\$84,661,339
Trees & Vines	\$0
Business Personal Property	\$592,271
Net Value	\$106,727,505
Tax Rate Per \$100 Value	1.00000
Taxes	\$1,067,275.04
Special Assessments & Fixed Charges	\$0.00
Total Base Tax Amount	\$1,067,275.04
Net Due	\$1,067,275.04
Add 10% penalty after August 31, 2020	
Total Due	\$1,067,275.04

The Assessee on the lien-date printed after "Assessee(s) January 1st" in the box above is responsible for the payment of this bill. Sale, removal or disposal of this property after the lien-date does not relieve the Assessee of the tax liability.

On November 02, 2020, a certificate of lien may be recorded against the Assessee and a recording fee will be added to the amount due. **THE LIEN MAY AFFECT YOUR CREDIT RATING.** We do not accept partial payments.

Additional penalties will begin to accrue on the first day of each month, beginning on November 02, 2020.

Other enforcement actions may include:

- A. Seizure and sale of personal property, improvements or possessory interests.
- B. Suit for the amount due plus other charges.

All questions about ownership, values or property statements must be directed to:

Dave Stottlemyre, Assessor
Address: P.O. Drawer J, Independence, CA 93526
Telephone: (760) 878-0302
Fax: (760) 878-0307
Website: <https://www.inyocounty.us/services/assessor>
E-mail: inyoassessor@inyocounty.us



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 Closed Session Informational

FROM: Dave Stottlemeyre, County Assessor

FOR THE BOARD MEETING: December 15, 2020

SUBJECT: Coso Geothermal Assessment Appeal Application Nos. 2020-08 and 2020-09

ASSESSOR RECOMMENDATION:

1. Request Board waive late fee penalties; and
2. Approve the stipulations for Assessment Appeal Application numbers 2020-08 and 2020-09

SUMMARY DISCUSSION:

Important background information and any other additional facts the Board might need in rendering a decision. This is also where you will want to make justifications for sole-source declarations, and in the case of bid awards, list all bids received. These items come to your board as a package stipulation. A denial of a recommended action(s) will require a contested hearing for these applications.

1. The Late Fee Penalty.

A late fee penalty was applied to the applications in question pursuant to Revenue and Taxation Code section 463. Pursuant to section 463, if the assessee establishes to the satisfaction of the county board of equalization that the failure to file the property statement was due to reasonable cause and circumstances beyond the assessee's control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, it may order the penalty abated. Staff recommends the Board make the required findings to waive the penalty based on the following:

Our office historically sends out the various business property statements at the beginning of each year for our business property taxpayers to complete and return to us. This year was different due to a new software system and due to the effects of the COVID-19 pandemic on our operations. Our new software wasn't functioning properly and our forms had to be printed by our vendor at the last minute. Not all forms were printed, and therefore not all forms were sent to our taxpayers. In this case, the taxpayer did not receive from us the BOE 501-C's and it went unnoticed until we began our work on the accounts in October. Because of the above, and because this issue is part of a global agreement, the Assessor recommends that this penalty be waived.

2. The Stipulations As To Value:

The valuation of the properties in question are more specifically discussed in the BOE 305 forms accompanying this agenda item. The stipulations make adjustments to the enrolled values, but do not result in a refund being owed to the tax payer.

ALTERNATIVES: The Board of Equalization could deny the requests and set a contested hearing for a future date. In order for the hearing to be scheduled within the 2 year statute of limitations, the hearing must be held no later than August 25, 2020.

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF INYO, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

2020-08

COSO ENERGY DEVELOPERS

APPLICATION NUMBER(S)

NAME OF APPLICANT

5590120140

PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>20</u> - 20 <u>21</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND				
IMPROVEMENTS/ STRUCTURES	91,628,188		17,730,210	73,897,978
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	73,842,296		50,853,019	22,989,277
PERSONAL PROPERTY	613,575		564,902	48,673
TOTALS	166,084,059	59,450,966	69,148,131	96,935,928
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

Refer to Attachment A-2020-08

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ 	DATE EXECUTED 11/30/20
NAME OF AUTHORIZED SIGNER CHRISTOPHER M. ELLIS	TITLE VICE PRESIDENT

FILING STATUS

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶ 	PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

Attachment A-2020-08

Coso Energy Developers

Appeal Application Number: 2020-08

The facts upon which the change in assessed value is based are as follows:

1. The reason for the significant increase in the Assessor's Roll Value had to do with two issues:
 - a. Our increasing workload contributed to the delay in our working the Coso Energy Developers account, which ideally would be completely worked by the time we close the roll at the end of June.
 - b. Factors that contributed to our workload are:
 - i. A conversion to a new property tax system. Systemic software issues have been an ongoing challenge since going live in November 2019.
 - ii. A developing staff who are working with the new software system and the complexities of the property tax valuation laws and rules.
 - iii. COVID-19.
2. The Assessor's Roll Value disclosed on page 1 of this stipulation agreement in the amount of \$166,084,059 was overstated. This overstatement was caused by our new software system making a calculation based on the prior year's values and enrolling those values. An excel spreadsheet that is worked outside of the system should have been part of the value conclusion. We have since worked the account and inserted the Corrected Assessed Values, also disclosed on page 1.

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF INYO, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

2020-09

APPLICATION NUMBER(S)

COSO POWER DEVELOPERS

5590120170

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>20</u> - 20 <u>21</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND				
IMPROVEMENTS/ STRUCTURES	21,473,895		21,123,531	350,364
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	84,661,339		53,531,148	31,130,191
PERSONAL PROPERTY	592,271		592,271	
TOTALS	106,727,505	85,417,095	7,524,695	31,480,555
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:




Refer to Attachment A-2020-09

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED 11/30/20
NAME OF AUTHORIZED SIGNER CHRISTOPHER M. ELLIS		TITLE VICE PRESIDENT
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input checked="" type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

Attachment A-2020-09

Coso Power Developers

Appeal Application Number: 2020-09

The facts upon which the change in assessed value is based are as follows:

1. The reason for the significant increase in the Assessor's Roll Value had to do with two issues:
 - a. Our increasing workload contributed to the delay in our working the Coso Power Developers account, which ideally would be completely worked by the time we close the roll at the end of June.
 - b. Factors that contributed to our workload are:
 - i. A conversion to a new property tax system. Systemic software issues have been an ongoing challenge since going live in November 2019.
 - ii. A developing staff who are working with the new software system and the complexities of the property tax valuation laws and rules.
 - iii. COVID-19.
2. The Assessor's Roll Value disclosed on page 1 of this stipulation agreement in the amount of \$106,727,505 was overstated. This overstatement was caused by our new software system making a calculation based on the prior year's values and enrolling those values. An excel spreadsheet that is worked outside of the system should have been part of the value conclusion. We have since worked the account and inserted the Corrected Assessed Values, also disclosed on page 1.