

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

October 2, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*).
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – 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. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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.*)

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

DEPARTMENTAL – PERSONNEL ACTIONS

7. **COUNTY ADMINISTRATOR/CLERK OF THE BOARD** – Request Board:
 - A) Approve the job descriptions for both the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors and Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator positions; and
 - B) Consistent with the Fiscal Year 2018-2019 Board Approved Budget, reclassify the Assistant Clerk of the Board, Range 68 (\$4,357 - \$5,294) as the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position, Range 74 (\$5,021 - \$6,103);
 - C) Also consistent with the Fiscal Year 2018-2019 Board Approved Budget, change the authorized strength in the County Administrator's Office by
 1. Adding one (1) Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position (Range 74) and one (1) Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator position (Range 68), and

2. Deleting both the Assistant Clerk of the Board (Range 68) and the Assistant to the County Administrator (Range 74) positions; and
- D) Consistent with the adopted Authorized Position Review Policy, find that:
 1. Funding availability for the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position, Range 74 (\$5,021 - \$6,103) and Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator position, Range 68 (\$4,357 - \$5,294) exists in the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller,
 2. Where internal candidates may meet the qualifications for the position of Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator, the vacancy could possibly be filled by internal candidates, however an open recruitment would be more appropriate to ensure qualified candidates apply, and
 3. Approve the hiring of one (1) Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator, Range 68 (\$4,357 - \$5,294).
8. **PROBATION** – Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget: A) reclassify the Office Technician III, Range 63 (\$3,867 - \$4,705) to an Administrative Analyst I, Range 68 (\$4,357 - \$5,294); and B) change the authorized strength in the Probation Department as follows:
 1. Add one (1) BPAR Office Technician I, Range PT55 (\$17.22 - \$20.93)
 2. Delete one (1) Administrative Legal Secretary position, Range 70 (\$4,569 - \$5,557) and
 3. Delete one (1) Office Technician III position, Range 63 (\$3,867 - \$4,705).
9. **PUBLIC WORKS** – Request the Board find that, consistent with the adopted Authorized Position Review Policy, the availability of funding for one (1) Transportation Planner/Senior Transportation Planner exists in the Transportation and Planning Trust budget, as certified by the Acting Public Works Director and concurred with by the Acting County Administrator and the Auditor-Controller; B) where internal candidates might 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 candidates apply; and C) approve the hiring of either one (1) Transportation Planner at Range 74 (\$5,021 - \$6,103), or one (1) Senior Transportation Planner at Range 78 (\$5,518 - \$6,705), depending upon qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

10. **COUNTY ADMINISTRATOR**

Request the Board authorize the County Administrator to provide written consent for Carson and Colorado Railway, Inc. to sublease Southern Pacific Narrow Gauge Steam Locomotive #18, subject to any additional reasonable conditions as the CAO may require.

PUBLIC WORKS

11. Request Board approve the closure of Bartell Road during the morning of October 6, 2018 for the purpose of the Big Pine Tribe's Fall Fandango.
12. Request Board approve the closure of School Street during the morning of October 13, 2018 for the purpose of the Big Pine Homecoming Parade.

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

13. **BOARD OF SUPERVISORS** – Request Board consider and possibly approve a resolution in support of Proposition 3, the Water Supply and Water Quality Act of 2018, on the November 6, 2018 ballot.
14. **BOARD OF SUPERVISORS** – ***Chairperson Totheroh*** – Request Board nominate from among its membership a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2018-2019 Association Year, beginning November 27, 2018.
15. **PLANNING** – Request Board review the comment letter addressing the Environmental Assessment for a Modification to the Keystone Mine Plan of Operations, provide comments, and potentially authorize the Chairperson to sign the letter and staff to send letter to the BLM.

16. **CHILD SUPPORT SERVICES** – Request Board: A) ratify and approve the Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC for the real property described as 126 Old Mammoth Road, Mammoth Lakes, CA, 93546, Suite 202, for an initial period of three years, with two one-year options to extend, in an initial amount of \$962.85 per month and \$75 per month for parking for the period of October 1, 2018 through September 30, 2019, with a maximum allowed increase of 2 percent each year, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **PUBLIC WORKS** – Request Board: A) approve an agreement between the State of California, acting by and through the Department of Transportation, and the County of Inyo for the sharing of costs of state highway electrical facilities related to the intersections of U.S. Highway 395/See Vee Lane and Highway 168/See Vee Lane in Bishop, CA; and B) authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

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

11 a.m. 18. **PLANNING** – Request Board: A) conduct a public hearing regarding Appeal No. 2018-02 (Marty Williams) of Conditional Use Permit 2018-01/Silver Canyon Storage; and B) approve the appeal.

1:30 p.m. 19. **COUNTY ADMINISTRATOR** – Request Board receive an update from Kristi Moore of The Ferguson Group, the firm with which the County has contracted to provide federal legislative advocacy services.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

20. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
7

- Consent Departmental Correspondence Action Public Hearing
Scheduled Time Closed Session Informational

FROM: County Administrator / Clerk of the Board

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Reorganization of positions in Board of Supervisors & County Administrator's Office

DEPARTMENTAL RECOMMENDATION: Request Board:

- A) Approve the job descriptions for both the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors and Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator positions;
- B) Consistent with the Fiscal Year 2018-2019 Board Approved Budget, reclassify the Assistant Clerk of the Board, Range 68 (\$4,357 - \$5,294) as the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position, Range 74 (\$5,021 - \$6,103);
- C) Also consistent with the Fiscal Year 2018-2019 Board Approved Budget, change the authorized strength in the County Administrator's Office by
 1. Adding one (1) Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position (Range 74) and one (1) Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator position (Range 68), and
 2. Deleting both the Assistant Clerk of the Board (Range 68) and the Assistant to the County Administrator (Range 74) positions; and
- D) Consistent with the adopted Authorized Position Review Policy, find that:
 1. Funding availability for the Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position, Range 74 (\$5,021 - \$6,103) and Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator position, Range 68 (\$4,357 - \$5,294) exists in the General Fund, as certified by the County Administrator and concurred with the Auditor-Controller;
 2. Where internal candidates may meet the qualifications for the position of Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator, the vacancy could possibly be filled by internal candidates, however an open recruitment would be more appropriate to ensure qualified candidates apply;
 3. Approve the hiring of one (1) Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator, Range 68 (\$4,357 - \$5,294).

SUMMARY DISCUSSION:

The Authorized Staffing for the Board of Supervisors and County Administrator's office includes an Assistant Clerk of the Board position (Range 68) that is currently filled, and an Assistant to the County Administrator position (Range 74) that is currently vacant. The Fiscal Year 2018-2019 CAO Recommend Budget proposed reorganizing the office functions to better reflect how work is actually assigned and carried out between the two positions in support of both your Board of Supervisors and the County Administrator, and to recognize that both jobs currently include higher and lower-level job responsibilities that can be better distinguished and assigned.

The Recommended Budget proposed changing the combined Authorized Staffing for these offices by creating an Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position (Range 74) and a Deputy Clerk of the Board of Supervisors/Deputy Assistant to the County Administrator position (Range 68) and deleting both the Assistant Clerk of the Board position (Range 68) and the Assistant to the County Administrator position (Range 74). It was and still is recommended that the incumbent in the Assistant Clerk of the Board position be assigned to the new

of the Board of Supervisors/Deputy Assistant to the County Administrator position once it is recruited through an open recruitment.

As part of the Fiscal Year 2018-2019 Budget, your Board approved the funding for the new positions. The next step for your Board is approving the change in Authorized Staffing as well as the job descriptions for both positions. The higher-level job responsibilities currently associated with both the Assistant Clerk of the Board position (Range 68) and the Assistant to the County Administrator position (Range 74), including supervision, will be assigned to the new Assistant to the County Administrator/Assistant Clerk of the Board Supervisors position (Range 74).

The proposed reorganization will reflect that, in reality, the Assistant Clerk of the Board position and the Assistant to the County Administrator support one another's job responsibilities and are currently required to know and "back-up" each other's jobs. The reorganization will also better identify and distinguish and assign the higher- and lower-level job responsibilities currently embedded in both positions, and assign them accordingly to the Deputy or Assistant-level position. Finally, the reorganization will also serve to create a succession plan for both of these critical functions.

ALTERNATIVES: Not approve the change in Authorized Staffing.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: This change in Authorized Staffing does not change the Net County Cost for either the Board of Supervisors budget or the County Administrator budget and, due to the level at which positions are likely to be filled, will most likely result in a small cost savings to both budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>9/26/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 9/26/18
 (Not to be signed until all approvals are received)

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

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

ASSISTANT TO THE COUNTY ADMINISTRATOR/ASSISTANT CLERK OF THE BOARD OF SUPERVISORS

DEPARTMENT: County Administration
LOCATION: Countywide
SALARY: Range 74 \$5021 \$5271 \$5532 \$5812 \$6103
(Above monthly salary are paid over 26 pay periods annually.)

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

DEFINITION: To manage the day-to-day functioning of the County Administrator's Office and County Board of Supervisors within the County Administrator department with confidentiality and discretion, while also organizing, coordinating, and conducting the more complex day-to-day activities of the County Board of Supervisors and County Administrator's Officer's, including: performing the fiscal operations for the Board of Supervisors and County Administrator's Office; preparing and administering contracts, grants and Requests for Proposals; establishing and maintaining document management protocols; serving as the primary point of contact for initial in-person, telephonic, electronic and written communications for the County Administrator's Office; coordinating meetings and travel for the County Administrative Officer and Board of Supervisors; conducting research and analysis and/or other specialized projects/programs for the County Administrator and Board of Supervisors; assisting in preparation of County Budget preparation, analysis, and review in addition to preparing and monitoring office budgets; potentially participating in the formulation and implementation of administrative policies and procedures; serving as a liaison between the County Administrator's Office/Board of Supervisors and outside organizations/agencies, community organizations, other County departments/divisions, and the public; supporting a variety of duties and responsibilities assigned to the Office of the County Administrator; assisting and, at times, working closely with, the County Administrator and department staff on a variety of assignments and special projects; in addition to: preparing agendas, recording and documenting actions taken by the Board of Supervisors; accepting and distributing legal service to the County; providing appropriate and responsible administrative support to the Board of Supervisors and its members and the County Administrative Officer/Clerk of the Board; and generally functioning as a positive and cooperative team member within the County Administrative Office.

DISTINGUISHING CHARACTERISTICS: This is a single position and specialized classification responsible for providing a high level of administrative oversight, assistance, legal recordkeeping and documentation, research and analyses of sensitive issues associated with the day-to-day functions of the County Board of Supervisors and County Administrative Office; acting as a liaison between both departments, Board members, the County Administrative Officer, County departments, and citizens; and providing direct supervision of the Deputy Assistant to the County Administrator/Assistant Clerk of the Board of Supervisors. Although under what, at times, may appear to be close, general supervision, the position is also expected to most often work independently and effectively, and routinely exercise sound judgment, critical thinking, and defensible decision-making with discretion and confidentiality. Employees in this job class are expected to possess specialized knowledge of the Board of Supervisors' roles and responsibilities, including administrative, operational, and legally mandated processes and systems, and be fully versed in all policies and procedures of the County as a whole. In addition to discretion, attention to detail, and confidentiality being essential characteristics of the job, the incumbent in this job class is expected to be politically aware without being political; practicing discernment amidst divergent viewpoints and interests, and impartiality in favor of the Board as a whole.

EXAMPLES OF ESSENTIAL DUTIES: Duties may include, but are not limited to, the following:

- Performs a wide variety of complex, responsible, and confidential secretarial, administrative and managerial support duties for the County Administrator.
- Prepares, reviews, and monitors budget(s); coordinates data collection; assists in the preparation of final budget presentation with justifications; coordinates and participates in the ongoing budget monitoring process informing the County Administrator of budget status and adjusts as necessary and as assigned. Coordinates assigned fiscal activities for the office and with other County departments/divisions as necessary and as appropriate.
- Performs designated administrative services, which may include contract/grant preparation and monitoring, personnel services support, and/or office management; maintains data, records, and documentation in manual and electronic information systems; conducts a variety of administrative, productivity, and efficiency studies related to policies and procedures; budget processes; performance audits, management reviews, and administrative analyses of operational systems and procedures.
- Assists in the development of administrative policies and procedures related to area(s) of responsibility; participates in the development and maintenance of operating procedures/manuals; conducts research and analyses on a variety of issues and topics requested by departments, the County Administrator, or the Board of Supervisors; researches issues, documents findings, and justifies recommendations.
- Monitors, researches, reviews, and analyzes existing and new legislation and examines its effect on the County's operations; makes recommendations and provides alternatives consistent with legislative guidelines and requirements.
- Assists and maintains department fiscal operations; tracks and monitors expenditures; approves payments; verifies payroll data; and, produces financial reports.
- Participates in the preparation of, and administers and monitors contracts, grants and franchise agreements; verifies payments and ensures appropriate approvals are documented; monitors fiscal obligations of assigned contracts and escalates issues to appropriate resources; prepares a wide variety of correspondence, reports, legal documents, agreements, financial spreadsheets, charts, graphs, public relations/media distributions, and presentations; responds to questionnaires and surveys; establishes and maintains documentation and records as appropriate. Independently responds to letters and general correspondence of a routine nature and prepares more sensitive correspondence from notes and general direction, as appropriate; proofreads all materials and written documents originating from the County Administrative Office for grammatical and technical accuracy.
- Assists in organizational reviews within the County; provides support and advice regarding strategic planning, identification of staffing needs and growth estimates to ensure consistency with County goals and priorities; identifies alternative solutions, prepares recommendations, and assists in implementing recommended and/or mandated changes.
- Plans, prioritizes, assigns, supervises, and reviews the work of clerical and/or technical staff if assigned; provides and/or coordinates staff training; provides recommendations on hiring and other personnel actions as necessary and upon request.
- Designs and recommends systems, procedures, forms, and instructions for internal departmental/divisional use; reviews and analyzes possible software packages for application to a variety of fiscal and administrative processes.
- Conducts research and prepares correspondence, reports, and studies related to assigned administrative functions as necessary and upon request.
- Answers questions and provides information to the public; investigates complaints and recommends corrective action as necessary.
- Acts as department liaison with other County Departments on all aspects of County Administration, including the budget and policy matters.
- Performs a variety of administrative tasks to support the County Administrator's Office operations and/or programs; verifies and prepares requisitions, payment authorizations, and prepares necessary payment requests; manages documents; answers phones, and addresses electronic and written communications; coordinating staff calendars and time-off requests.
- Screens calls, visitors, and mail; responds to requests for information; identifies which matters require personal attention by the County Administrator; interprets and explains County policies, rules, and regulations in response to inquiries; refers inquiries to appropriate resources as necessary.
- Coordinates and makes travel arrangements for the Board of Supervisors, County Administrator and others; maintains appointment schedules and calendars; tracks due dates and follows up as necessary; arranges meetings and conferences.
- Represents the County Administrator's Office to the public as well as other County employees and managers and outside agency representatives, and at designated meetings, workshops and/or task forces as necessary, in a positive and productive manner; serves as a positive and effective team member.
- Attends meetings of the County Board of Supervisors; prepares minutes of complex, and sometimes sensitive Board agenda items; coordinates agenda items with County departments and the County Administrative Office and schedules agenda items.
- Executes or communicates details of Board actions; composes, publishes, records, circulates, and maintains official records of the Board of Supervisors' meetings and actions taken.
- Under general supervision, and a high degree of expected autonomy, coordinates, organizes, and performs the day-to-day operations of the Board of Supervisors within the County Administrative Office, including a variety of routine to complex clerical, secretarial and budgetary functions; and, with direction from the County Administrator, develops and implements operational procedures and systems to effectively implement the goals, policies, and priorities adopted by the Board of Supervisors.

- Prepares the Board of Supervisors Division budget; assists in budget implementation; participates in the forecast of funds needed for staff, equipment, materials and supplies; administers approved budget. Assists the County Administrator and County Administrative Office in the preparation of the annual County Budget, when requested.
- Accepts and distributes legal notices served upon the County.
- Provides temporary back-up staff support to other positions within the County Administrative Office, when requested.
- Works with the County Administrative Officer to plan and prepare Board agendas; receives and reviews agenda items to ensure that all submittals are complete, and adhere to County Policy and legal requirements; provides input and follow-up regarding agenda submittals to ensure accuracy, clarity, and conciseness.
- Prepares and distributes ordinances, resolutions and documents resulting from Board actions, including literal transcripts of meetings.
- Keeps the County Administrative Officer informed of issues important to or with the potential to politically affect the County, the Board of Supervisors, and members of the Board of Supervisors.
- May assist the County Administrator/Personnel Director in coordinating and administering the appointed department head evaluation process, and department head salary survey, for Board of Supervisors.
- Receives and announces bids on behalf of the County and may assist County departments in preparing and distributing Requests for Proposals according to County standards and legal guidelines; scheduling bid submittals and openings, notifying bidders of awards, and preparing and coordinates completion of contract documents.
- Maintains and tracks all executed County contracts.
- Establishes, maintains and indexes extensive information and document files for the Board of Supervisors.
- Assists the Board of Supervisors and its members with the legal requirements and compliance issues affecting the assigned and mandated functions and activities of the Board of Supervisors and its members.
- Provides legislative aide and analyst support for the Board of Supervisors and County Administrative Officer on local, state and federal issues; maintains and updates the Board's Legislative Platform; researches a variety of issues, gathers requested data, recommends appropriate responses/action to be taken; and provides back-up materials for Board of Supervisor members upon request.
- Prepares proclamations for the Board of Supervisors, its members, and the County Administrative Officer.
- Acts as a liaison between the Board of Supervisors and the County Administrative Officer with County departments on the interpretation of and adherence to Board policies and procedures; acts as primary resource to the County departments, management, staff, and the general public regarding Board actions, agenda schedules and presentations, and Office operations and processes.
- Coordinates and makes travel arrangements; maintains appointment schedules and calendars; arranges meetings as necessary and upon request; and, assists individual Board members with reimbursement requests if requested.
- Initiates and maintains positive working relationships with County Supervisors, County management, staff, and the general public using principles of positive customer service.
- As assigned by the County Administrative Officer, provides clerical support to the boards, commissions and councils under the purview of the Board of Supervisors or in which the members of the Board participate.
- Coordinates and facilitates Board appointments to vacancies on commissions, committees, special districts, and similar entities under the Board's purview.
- Working with the County Administrative Officer, and facilitating inter-department communication, coordinates the Board of Supervisors mandated responses to Grand Jury reports.
- Performs related duties as assigned.
- Supervises the Deputy Assistant to the County Administrator/Deputy Assistant Clerk of the Board and delegates and assigns tasks and assignments as necessary.

EMPLOYMENT STANDARDS

Experience/Training:

High school or equivalent with at least seven (7) years of increasingly responsible local government experience, including administrative/secretarial and fiscal duties within a government agency as well as sufficient experience as secretary to a public board or commission. Up to three years of applicable private sector experience may be counted toward the seven-year standard, on a year-for-year basis. A bachelor's degree or master's degree from an accredited college in a field of study applicable to government services may also be substituted for two or three years of the seven-year experience requirement, respectively. In no case shall substitute of private sector experience and/or education eliminate the need for at least two years of government experience.

Knowledge of:

- Standard and accepted principles and methods of public and business administration with special reference to organization, fiscal budget, staffing, and recordkeeping
- Principles and practices of records management especially as related to public information and legal documents.
- Responsibilities, functions and operating procedures of the County Board of Supervisors.

- Essential knowledge of California Public Records Act and Brown Act.
- Standard and accepted county governmental policies and procedures, including budget process and reporting tools.
- Organizational structure of county government and the services and functions provided by each department.
- Preparation of agendas, minutes and indexing systems; and the format and legal requirements used in preparation of resolutions and ordinances.
- Standard and accepted English usage, spelling, grammar, and punctuation.
- Standard and accepted office methods, procedures, and computer equipment.
- Basic principles and practices of bookkeeping.
- Standard and accepted business letter writing and report writing.
- Standard and accepted uses and applications of statistics, including calculation of mean and median
- Standard and accepted research techniques, including the use of surveys and questionnaires; basic principles and techniques of administrative analysis, including workload measurement, workflow and layout, work simplification and systems and procedure analysis
- Basic principles and practices of County-wide operations and County administration and organization
- Laws, rules and regulations pertaining to local government operations in California; emergency response systems and protocols
- Relevant computerized systems and software, including word processing, spreadsheet, presentation, and database applications; basic principles and practices of public finance, budgeting, and fiscal control, as well as supervision, training, and performance management; standard and accepted office practices, procedures, and equipment.

Skill to:

- Communicate clearly, concisely, and effectively in writing and verbally.
- Employ critical thinking and sound independent decision-making.
- Demonstrate situational awareness and exercise tact, sensitivity, confidentiality, and discretion.
- Understand, interpret, recommend and apply County Board of Supervisors and County Administrative Office policies, procedures, rules and regulations.
- Organize and coordinate multiple administrative services programs within a County department.
- Excel in managing multiple and competing priorities on schedule.
- On a continuous basis, read, analyze, evaluate and summarize written materials and statistical data including reports, financial reports, and budgets.
- Determine effective methods of research, compiling and presenting data, and doing so in form most likely to enhance understanding.
- Interpret and evaluate staff reports.
- Know pertinent laws, regulations and codes.
- Observe performance and evaluate staff.
- Problem-solve issues related to assigned functions.
- Remember various rules and interpret and adhere to policy. A
- Administer policies, guidelines, and procedures in an effective manner.
- Perform complex mathematical and statistical calculations accurately.

- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Operate and utilize a variety of office equipment including computer hardware and software as assigned.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Compile and maintain complex and extensive records and prepare routine as well as extraordinary reports.
- Work evenings or weekends when Board of Supervisors or other assigned boards/commissions conduct meetings at times other than those regularly scheduled, or as required by special assignments.
- Understand political consequences of actions or in-actions.
- Take notes and/or dictation at a speed and level of accuracy necessary to successfully perform required duties and transcribe it accurately.
- Word process/type accurately at a speed necessary to successfully perform required duties.
- Operate audio/visual systems in the Board of Supervisors' Chambers.
- Discern and distill significant and essential details from complex presentations and discussions.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Maintain keen attention to detail.
- Practice critical thinking on a continuous basis.
- Simultaneously manage multiple assignments in a highly organized manner in an environment that is always fluid and sometimes chaotic.
- Prepare and administer assigned budgets.
- Prepare clear, concise, and competent reports, correspondence and other written materials.
- Research and organize pertinent materials for Board and County issues.
- Establish and maintain complex and legal recordkeeping and indexing systems.
- Compose general correspondence, press releases, resolutions, proclamations, letters and reports.
- Compile and maintain complex and extensive records and prepare routine reports.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Coordinate special meetings and events.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Function as a positive presence and team member in the County Administrative Office.

Core Competencies:

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

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.
- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic

orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.

- **Commitment:** Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. *Key Concepts:* Public servant; and customer service.
- **Interpersonal Skills:** Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. *Key Concepts:* Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency:** Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.
- **Craftsmanship:** Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. *Key Concepts:* Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

Typical Physical Requirements: Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required. Repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for verbal communications. Ability to use a variety of office equipment and machines; occasionally run errands; lift light weight. Good memory and recall is necessary for accurate and timely transfer of data/information.

Typical Working Conditions: Most assigned work is normally performed in an office environment. Continuous contact with departmental and County staff, management, general public, individuals, and other outside organizations. Some travel may be required.

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

APPLICATION: **This recruitment will remain open until position has been filled.** Applications must be received at the Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526 (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed.

This position will be assigned to the County Administrator's Office in Independence, California. However, the County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone) and the positions may be assigned, temporarily or permanently, to another work site based upon the needs of the County and as deemed necessary by the County Administrator. **All positions are considered countywide positions,** and employees are expected to report to all Inyo County work locations as needed to complete assigned work.

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

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

INYO COUNTY
PERSONNEL SERVICES
P. O. Box 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

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

ANNOUNCES AN OPEN RECRUITMENT FOR:

**DEPUTY ASSISTANT TO THE COUNTY ADMINISTRATOR/
ASSISTANT CLERK OF THE BOARD OF SUPERVISORS**
Application Deadline: OPEN UNTIL FILLED

DEPARTMENT: County Administration
LOCATION: Countywide
SALARY: Range 68 \$4,357 \$4,576 \$4,803 \$5,037

(Above monthly salary are paid over 26 pay periods annually.)

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

DEFINITION: Under direct supervision of the Assistant to the County Administrator/Assistant Clerk of the Board and general supervision of the County Administrative Officer/Clerk of the Board, organizes, coordinates, and conducts day-to-day activities of the County Board of Supervisors and the County Administrative Officer; prepares agendas, records and documents actions taken by the Board of Supervisors; accepts and distributes legal service to the County; provides appropriate and responsible administrative support to the Board and its members and the County Administrative Officer/Clerk of the Board; and functions as a positive and cooperative team member within the County Administrative Office.

DISTINGUISHING CHARACTERISTICS: This is a single position and specialized classification responsible for providing a high level of administrative assistance, legal recordkeeping and documentation, research and analyses of sensitive issues associated with the day-to-day functions of the County Board of Supervisors and County Administrative Office; acting as a liaison between the Board of Supervisors, its members, County departments, and citizens; and providing clerical support to the Assistant to the County Administrator/Assistant Clerk of the Board. Although under what, at times, may appear to be close, general supervision, the position is also expected to most often work independently and effectively, and routinely exercise sound judgment, critical thinking, and defensible decision-making with discretion and confidentiality. Employees in this job class are expected to possess specialized knowledge of the Board of Supervisors' roles and responsibilities, including administrative, operational, and legally mandated processes and systems. In addition to discretion, attention to detail, and confidentiality being essential characteristics of the job, the incumbent in this job class is expected to be politically aware without being political; practicing discernment amidst divergent viewpoints and interests, and impartiality in favor of the Board as a whole.

EXAMPLES OF ESSENTIAL DUTIES: Duties may include, but are not limited to, the following:

- Performs a wide variety of confidential secretarial and administrative support duties for the Assistant to the County Administrator/Assistant Clerk of the Board.
- Prepares the Board of Supervisors Division budget; assists in budget implementation; participates in the forecast of funds needed for staff, equipment, materials and supplies; administers approved budget. Assists the County Administrator and County Administrative Office in the preparation of the annual County Budget, when requested.
- Conducts research and prepares correspondence, reports, and studies related to assigned administrative functions as necessary and upon request.

- Answers questions and provides information to the public; investigates complaints and recommends corrective action as necessary.
- Screens calls, visitors, and mail to the Board of Supervisors; responds to requests for information; identifies which matters require personal attention by the Assistant to the County Administrator/Assistant Clerk of the Board, or County Administrator; interprets and explains County policies, rules, and regulations in response to inquiries; refers inquiries to appropriate resources as necessary.
- Coordinates and makes travel arrangements for the Board of Supervisors and others; maintains appointment schedules and calendars; tracks due dates and follows up as necessary; arranges meetings and conferences.
- As needed, attends meetings of the County Board of Supervisors; prepares minutes of complex, and sometimes sensitive Board agenda items; coordinates agenda items with County departments and the County Administrative Office and schedules agenda items.
- Executes or communicates details of Board actions; composes, publishes, records, circulates, and maintains official records of the Board of Supervisors' meetings and actions taken.
- Under general supervision, and a high degree of expected autonomy, coordinates, organizes, and performs the day-to-day operations of the Board of Supervisors within the County Administrative Office, including a variety of routine to complex clerical, secretarial and budgetary functions; and, with direction from the Assistant to the County Administrator/Assistant Clerk of the Board, develops and implements operational procedures and systems to effectively implement the goals, policies, and priorities adopted by the Board of Supervisors.
- Accepts and distributes legal notices served upon the County.
- Provides temporary back-up staff support to other positions within the County Administrative Office, when requested.
- Works with the Assistant to the County Administrator/Assistant Clerk of the Board, or County Administrator to plan and prepare Board agendas; receives and reviews agenda items to ensure that all submittals are complete, and adhere to County Policy and legal requirements; provides input and follow-up regarding agenda submittals to ensure accuracy, clarity, and conciseness.
- Prepares and distributes ordinances, resolutions and documents resulting from Board actions, including literal transcripts of meetings.
- Assists in keeping the County Administrative Officer informed of issues important to or with the potential to politically affect the County, the Board of Supervisors, and members of the Board of Supervisors.
- Receives and announces bids on behalf of the County and may assist County departments in preparing and distributing Requests for Proposals according to County standards and legal guidelines; scheduling bid submittals and openings, notifying bidders of awards, and preparing and coordinates completion of contract documents.
- Maintains and tracks all executed County contracts.
- Establishes, maintains and indexes extensive information and document files for the Board of Supervisors.
- Assists the Board of Supervisors and its members with the legal requirements and compliance issues affecting the assigned and mandated functions and activities of the Board of Supervisors and its members.
- Assists the Assistant to the County Administrator/Assistant Clerk of the Board in providing legislative aide and analyst support for the Board of Supervisors and County Administrative Officer on local, state and federal issues; maintains and updates the Board's Legislative Platform; researches a variety of issues, gathers requested data, recommends appropriate responses/action to be taken; and provides back-up materials for Board of Supervisor members upon request.
- Acts as a liaison between the Board of Supervisors and its members, the public, and County departments.
- Coordinates and makes travel arrangements; maintains appointment schedules and calendars; arranges meetings as necessary and upon request; and, assists individual Board members with reimbursement requests if requested.
- Initiates and maintains positive working relationships with County Supervisors, County management, staff, and the general public using principles of positive customer service.
- As assigned by the Assistant to the County Administrator/Assistant Clerk of the Board, provides clerical support to the boards, commissions and councils under the purview of the Board of Supervisors or in which the members of the Board participate.
- Coordinates and facilitates Board appointments to vacancies on commissions, committees, special districts, and similar entities under the Board's purview.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Experience/Training:

High school or equivalent with at least five (5) years of progressively responsible secretarial/administrative support experience, including sufficient experience as secretary to a public board or commission or knowledge thereof. An associate's degree from an accredited college with major course work in business or public administration, general management, government or a closely related field may be substituted for the five-year experience requirement. Experience working in a governmental agency is preferred.

Knowledge of:

- Principles and practices of records management especially as related to public information and legal documents.
- Responsibilities, functions and operating procedures of the County Board of Supervisors.
- Essential knowledge of California Public Records Act and Brown Act.
- Organizational structure of county government and the services and functions provided by each department.
- Preparation of agendas, minutes and indexing systems; and the format and legal requirements used in preparation of resolutions and ordinances.
- Standard and accepted English usage, spelling, grammar, and punctuation.
- Standard and accepted office methods, procedures, and computer equipment.
- Basic principles and practices of bookkeeping.
- Standard and accepted business letter writing and report writing.
- Basic principles and practices of County-wide operations and County administration and organization.
- Laws, rules and regulations pertaining to local government operations in California; emergency response systems and protocols.
- Relevant computerized systems and software, including word processing, spreadsheet, presentation, and database applications.

Skill to:

- Communicate clearly, concisely, and effectively in writing and verbally.
- Employ critical thinking and sound independent decision-making.
- Demonstrate situational awareness and exercise tact, sensitivity, confidentiality, and discretion.
- Understand, interpret, recommend and apply County Board of Supervisors and County Administrative Office policies, procedures, rules and regulations.
- Excel in managing multiple and competing priorities on schedule.
- Interpret and evaluate staff reports.
- Know pertinent laws, regulations and codes.
- Problem-solve issues related to assigned functions.
- Remember various rules and interpret and adhere to policy.
- Administer policies, guidelines, and procedures in an effective manner.
- Gain cooperation through discussion and persuasion.
- Operate and utilize a variety of office equipment including computer hardware and software as assigned.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Work evenings or weekends when Board of Supervisors or other assigned boards/commissions conduct meetings at times other than those regularly scheduled, or as required by special assignments.
- Understand political consequences of actions or in-actions.
- Take notes and/or dictation at a speed and level of accuracy necessary to successfully perform required duties and transcribe it accurately.
- Word process/type accurately at a speed necessary to successfully perform required duties.
- Operate audio/visual systems in the Board of Supervisors' Chambers.
- Discern and distill significant and essential details from complex presentations and discussions.

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Maintain keen attention to detail.
- Practice critical thinking on a continuous basis.
- Simultaneously manage multiple assignments in a highly organized manner in an environment that is always fluid and sometimes chaotic.
- Prepare and administer assigned budgets.
- Prepare clear, concise, and competent reports, correspondence and other written materials.
- Research and organize pertinent materials for Board and County issues.
- Establish and maintain complex and legal recordkeeping and indexing systems.
- Compose general correspondence, letters and reports.
- Compile and maintain complex and extensive records and prepare routine reports.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Coordinate special meetings and events.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Function as a positive presence and team member in the County Administrative Office.

Core Competencies:

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

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.
- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
8

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

FROM: Probation Department (Adult and Juvenile Divisions)

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Approve reclassification of one position and the addition of another authorized in the Probation Department Fiscal Year 2018-19 Budget.

DEPARTMENTAL RECOMMENDATION:

Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget: A) reclassify the Office Technician III, Range 63 (\$3,867-\$4,705) to an Administrative Analyst I, Range 68 (\$4,357-\$5,294); and B) change the authorized strength in the Probation Department as follows:

1. Add one (1) BPAR Office Technician I, Range PT55 (\$17.22-\$20.93) and
2. Delete one (1) Administrative Legal Secretary position, Range 70 (\$4,569 - \$5,557) and
3. Delete one (1) Office Technician III position, Range 63 (\$3,867 - \$4,705).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Upon review of the current organization of the Probation Department, the Chief Probation Officer has designed a re-organization of the department to not only save the County personnel costs, but also, at the same time, increase efficiency and supervision within the department. The proposed re-organization will add one (1) new full time position and one (1) new part-time position and will eliminate certain positions that become vacant due to the re-organization.

The proposed re-organization plan will provide an overall cost savings to the County as follows:

- Deleting the Administrative Legal Secretary position (Range 70) (cost: savings of \$90,387 a year);
- Adding one Administrative Analyst I position (Range 68) (cost: additional \$86,763 a year);
- Delete one Office Technician III position (Range 63) (cost: savings of \$86,467 a year); and,
- Adding one BPAR Office Technician I/II/III position (Range 55-63) (cost: additional \$38,556 - \$46,404).

With the recent vacancies of a few positions within the probation department we were able to take a look at our current operations and match them up with future needs. The requirements and job duties of an administrative analyst more accurately reflects the actual work being done by the current Administrative Legal Secretary. With the passage of several new laws that directly affect probation, it is evident that program and services data analysis, outcome measures, and grant funding will be needed in order to secure funding for the probation department. There will be a need for more of a fiscal perspective and with the elimination of an Account Technician position; the Administrative Analyst will be able to provide the fiscal support for the department as well as the data analysis for services and programs.

The request for the proposed reclassification is being made in an effort to achieve operational efficiencies as well as overall cost savings.

The Administrative Legal Secretary position is currently filled on an interim basis by an employee that meets the minimum qualifications of the position. If approved, this will result in reclassifying the incumbent in the current position to the new Administrative Analyst position, unless your Board of Supervisors directs that the new position be filled through a competitive recruitment. This could result in needing to lay-off a filled Office Technician position.

ALTERNATIVES:

Your Board could choose not to approve the change.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The proposed reorganization is included in the authorized strength for probation and is included in the Salaries and Benefits identified in the Fiscal Year 2018-2019 Probation General budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>9/26/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
9

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Authorization for the hiring of either a Transportation Planner or a Senior Transportation Planner for the Public Works Department

DEPARTMENTAL RECOMMENDATIONS: Find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested position exists in the Transportation and Planning Trust budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; and
2. Where internal candidates might meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
3. Approve the hiring of either:
 - One Transportation Planner at Range 74 (\$5,021 - \$6,103), or
 - One Senior Transportation Planner at Range 78 (\$5,518 - \$6,705) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Department's Senior Transportation Planner is retiring in November. This leaves the department absent an employee to work as staff for the Inyo County Local Transportation Commission and to manage a variety of consultant contracts (financial audit, performance audit, Regional Transportation Plan update, and ongoing Pavement Management Program updates contracts). The Local Transportation Commission is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the Local Transportation Commission, will implement appropriate solutions to address overall County transportation needs. The primary duties of the Local Transportation Commission consist of the following:

- a. Administration of Transportation Development Act funds;
- b. Development and implementation of the Inyo County Regional Transportation Plan;
- c. Preparation and implementation of the annual Overall Work Program;
- d. The preparation of the Regional Transportation Improvement Program, in collaboration with the California Department of Transportation or Caltrans, and submitted for adoption by the California Transportation Commission;
- e. Review and comment on the State Transportation Improvement Program ;
- f. Review and prioritize grant applications for various funding programs.

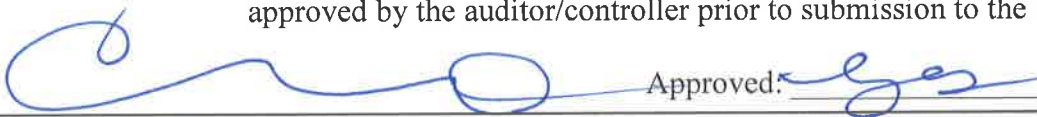
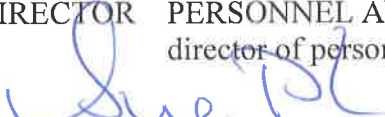
It is important to fill this position as soon as possible to not interrupt the continued staffing of the Local Transportation Commission and to reduce time demands for other department staff. The Department respectfully requests your Board approve the recruitment and hiring of this position.

ALTERNATIVES: The Board could also choose to:

1. Defer the consideration of this item to a future meeting and provide specific direction to staff;
2. Hire the position through an internal recruitment; or
3. Not authorize the hiring of this position. This is not recommended as it would reduce the capacity of the Public Works Department to deliver a variety of projects. The project is completely funded through the Transportation and Planning Trust budget.

OTHER AGENCY INVOLVEMENT: The position works extensively with the Caltrans, the City of Bishop, the Eastern Sierra Transit Authority, and area tribal governments.

FINANCING: The position is financed entirely through the Transportation and Planning Trust budget (504605) in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved:  Date <u>9/21/18</u></p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved:  Date <u>9/21/18</u></p>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 9/21/18



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

TRANSPORTATION PLANNER

ESSENTIAL JOB DUTIES: Analysis and management of transportation programming and project funding for the Inyo County Local Transportation Commission (LTC). Review transportation projects for compliance with state and federal funding requirements and timelines. Work with the LTC, CalTrans, and other agencies regarding transportation issues. Prepare technical reports for submission to CalTrans, California Transportation Commission, and Federal Highway Association. Implement and maintain the regional transportation agency's project tracking system. Assist the engineering staff in the administration of contracts for county transportation projects.

OTHER EXAMPLES OF DUTIES: May act as Department representative at LTC meetings, CalTrans Project Development meetings, Rural Counties Taskforce meetings, or other meetings with various state, local, and federal agencies. Prepare Project Study Reports for various road projects. Obtain estimates and quotes for road projects. Perform research preparatory to various stages of planning projects. Develop maps, charts, and graphs, by hand and by computer, for use in planning studies, environmental documents, and reports. Compile, arrange, analyze, and interpret data. Perform related tasks as required.

EMPLOYMENT STANDARDS

Education/Experience: Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Two years experience in transportation planning, transportation engineering, or regional planning at an Assistant Planner level; PLUS

Education: Equivalent to graduation from a four-year college or university with major course work in Transportation Planning, Transportation Engineering, Regional Planning, or a closely related field. Additional work experience may be substituted for the required education on a year-for-year basis.

Knowledge of: Theory, principles, and practices of planning; civil and transportation engineering; transportation financing; current trends in federal, state, and local planning and environmental review; drafting and mapping work.

Ability to: Perform technical research work; prepare detailed analysis; complete comprehensive reports and make recommendations; prepare multi-agency agreements for transportation planning, financing, and construction of transportation projects; make effective public presentations; operate a computer and work cooperatively with those contacted in the course of work. This position will require the ability to sit at a desk and operate a computer for extended periods of time. Ability to stand, sit, bend, squat, climb, kneel, twist, climb and descend stairs, lift and carry up to 50 pounds in the course of work.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

10

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

FROM: County Administrator

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Authorize Carson and Colorado Railway, Inc. to sublease Southern Pacific Narrow Gauge Steam Locomotive #18

DEPARTMENTAL RECOMMENDATIONS:

Request the Board authorize the County Administrator to provide written consent for Carson and Colorado Railway, Inc. to sublease Southern Pacific Narrow Gauge Steam Locomotive #18, subject to any additional reasonable conditions as the CAO may require.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Carson and Colorado Railway, Inc. (CCRW) was approached by the Durango and Silverton Narrow Gauge Railroad (DSNG) about the possibility of subleasing Locomotive #18 that they in turn lease from Inyo County. The period of the sublease would be from November 1, 2018 through June 30, 2019. This arrangement provides a number of benefits that include maintenance and fine-tuning by one of the country's premier steam shops, development of training materials that may be used by CCRW in the future, possible hands-on opportunities for CCRW volunteers and, most importantly, the positive PR for both CCRW and Inyo County resulting from Locomotive #18's time in Durango. These benefits are discussed in more detail in the attached letter from CCRW.

Section 15 of the lease between Inyo County and CCRW (also attached), requires that CCRW obtain written authorization from Inyo County in order to sublease Locomotive #18.

ALTERNATIVES:

1. The Board could decide not to authorize CCRW to sublease Locomotive #18 to DSNG. This is not recommended as this sublease provides substantial benefits to both CCRW and Inyo County.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no financial impact to the County.

Agenda Request Form
Board meeting of
Subject:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:  Date: 09/26/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:  Date: 9/26/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 9/26/18
(Not to be signed until all approvals are received)



Request for a short term lease between the Carson and Colorado Rwy and Durango and Silverton Narrow Gauge RR for locomotive #18

Proposal background:

The Durango and Silverton Narrow Gauge Railroad is considered one of the World's top 10 tourist railroads and operates narrow gauge trains over a 45 mile route between the towns of Durango, CO and Silverton, CO. One of multiple companies owned by parent American Heritage Railways (Mt. Rainier Railroad, Great Smokey Mountains RR, Grand Imperial Hotel, and licensing company Rail Events being the others), the D&SNG carried approximately 197,000 passengers on roughly 600 steam trips in 2017. Since being built in 1882, the Silverton line has been exclusively steam powered, and coal fired, with currently six operational locomotives to maintain, making it the largest steam fleet in the US.

Earlier this year the D&SNG was shut down for a period of 42 days during their peak operating season because of area wildfires. Operating in a climate and region similar to California, the annual risks of wildfire and changing environmental and economic considerations prompted the D&SNG to add a seventh steam locomotive to its fleet. For the first time a D&SNG locomotive will be oil fired, rather than the traditional coal fired. With the bulk of the staffing at the D&SNG having minimal experience with oil fired locomotives, the D&SNG began considering options to train its staff prior to the completion of their oil fired locomotive, locomotive #18 became the obvious choice. The Carson and Colorado Railway was approached in August 2018 by the D&SNG about the possibility of leasing locomotive #18 and tender for a period from November 2018 through June 2019 for limited operations and oil fired training for their crews.

Why use locomotive #18:

Though smaller than the locomotives currently in service on the D&SNG, #18 offers an excellent opportunity for the D&SNG to use in oil fired training on account of its mechanical set-up and ease of firing. The design of the #18's oil fire setup is simply a smaller version of the design being employed on the D&SNG's new oil burner, which make most aspects of operation virtually the same. The #18 is one of the few oil fired, FRA certified, narrow gauge steam locomotives in the United States not currently in service on a tourist railroad, making it the top choice and most readily available for the D&SNG's needs.

Benefits to the CCRW:

While the sub lease to the D&SNG will not be guaranteed to benefit the CCRW monetarily, it will provide a means to easily break even, and possibly turn a profit through shared revenue on potential special trains as well as the revenue from the exclusive CCRW charter train. A significant benefit is the opportunity to have the #18 at one of the country's premier steam shops where it can be mechanically fine-tuned and maintained with the D&SNG providing any reasonable amount of material and labor. From the training prospective, considering the #18 will be providing the platform for the D&SNG to develop an extensive training procedure for oil firing, the CCRW will receive the training material for its future use for its volunteers. Additionally, some select volunteers may have the opportunity for "a hands on firing experience" on the #18 on a select charter trip.

Perhaps most beneficial to the CCRW - and Inyo County - is the positive PR that will result from the #18's time in Durango. The D&SNG marketing department will be doing a variety of stories and media releases specifically about the #18 and its temporary role at the D&SNG. The CCRW has the potential to significantly benefit in the form of an expanded membership and volunteer base.

Lastly, since beginning the restoration of the #18, the CCRW has held the opportunity to see the #18 truly operate, in the manner it was built to do, as one of their primary goals. That hope and expectation was assumed to be possible for a weekend, or one time run. This lease allows the #18 to operate numerous times where anyone interested in it can come see it in action, experience and ride behind it for an affordable standard fare rather than a premium price.

Lease proposal:

The CCRW offers to lease at no cost the SP#18 to the D&SNGRR for a period of time from approximately November 1st 2018 thru June 30th 2019 with the follow considerations:

- CCRW pays for the transportation of the #18 and tender from Independence to Durango (quoted at \$13,000)
- D&SNG pays for the return transportation for the #18 and tender from Durango to Independence (quoted at \$13,000)
- D&SNG will cover any additional cost of insurance they may require above what the CCRW currently holds on the #18 (estimated at \$3,000 additional)
- D&SNG can use the #18 at their discretion for a maximum of 92 steam service days unless otherwise mutually agreed upon (Per FRA regulations a steam service day is any day the #18 is fired up above atmospheric pressure)
- D&SNG will operate, at its expense, one roundtrip Durango to Silverton Charter for the sole benefit of the CCRW on a TBD date in June 2019 with all ticket sales from the trip going to the CCRW
- If #18 is used on any D&SNG special trains (charters, photo train, etc.) those ticket sales will be split 50/50 between CCRW and the D&SNG
- D&SNG is responsible for all normal repairs and maintenance during its time on the D&SNGRR property, including any reasonable repairs and adjustments discovered during its shake out runs

- D&SNG will equip the #18 with full size couplers compatible with D&SNG equipment
- D&SNG is responsible for all fuel, water, and lubricants used on the #18
- D&SNG will allow the CCRW to utilize any of the oil fired training material developed
- Locomotive will be kept under cover/indoors to the best extent possible while in Durango
- Locomotive tender can be re-lettered "Durango and Silverton" for the period of the lease with the exception of the CCRW charter
- D&SNG may use the #18 for any PR benefit or advertising they wish so long as Inyo County and the CCRW are given credit where appropriate as locomotive owner / operators
- Select CCRW volunteers may have the opportunity to fire the #18 on a limited basis at the discretion of the D&SNG, provided those volunteers meet all of D&SNG rules and requirements

CCRW request of Inyo County

As required under Section 15 of the current lease agreement between Inyo County and the CCRW, the CCRW requests the County Board of Supervisors written permission for a one time sub lease of #18 and tender to the D&SNG under the general terms and considerations described above.

The CCRW would like to thank Inyo County for its consideration in this matter and is excited for the opportunity to work with both the D&SNG and Inyo County in moving forward with this unique opportunity to operate the #18.

Respectfully Submitted



David Mull

President Carson and Colorado Railway



479 Main Avenue DURANGO, COLORADO 81301-5494

FAX: 970 259-3570
Phone: 970 259-0274
RESERVATIONS: 970 247-2733
www.durangotrain.com

To whom it may concern,

The Durango and Silverton Narrow Gauge Railroad (D&SNGRR) located in Durango, Colorado is interested in leasing the Southern Pacific 18 (SP 18) locomotive from the Carson and Colorado Railway. The D&SNGRR is known for its exceptional service, fleet, and scenic ride through the San Juan Mountains. On average, the D&S carries 200,000 passengers on a 45 mile trip to historic Silverton, CO. The D&S is owned by American Heritage Railways which is the parent company to Rail Events Inc, Rail Events Productions, The Grand Imperial Hotel, Mt. Rainier Railroad and Logging Museum, The Great Smoky Mountains Railroad, Railroad Realty, and other railroad specific organizations.

The D&SNGRR is currently reviewing and creating plans to convert a number of the coal fired locomotives to oil to become sustainable in the current economy. The D&S crew has limited training and manuals on oil fired locomotives and the SP 18 locomotive will be a great temporary addition to assist the railroad in new policies and procedures.

We believe this lease would be a benefit for all parties involved. The public outreach, marketing, and exposure will reach hundreds of thousands of people and create a donation flow to the Carson and Colorado Railway non-profit. The D&S and American Heritage Railways takes pride in being Guardians of United States History and we look forward to this opportunity to work with the Carson and Colorado Railway.

Best Regards,

John A. Harper
G.M./V.P

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25th day of April 2017 an order was duly made and entered as follows:

**PARKS & REC –
C&CR ENGINE
18 LEASE
AGREEMENT**

Chairperson Tillemans pulled this item from the Consent Calendar for further discussion. Assistant County Administrator Rick Benson reported that the Southern Pacific Railway narrow gauge Engine No. 18 has been in the County's possession since 1955 and since September 2010, volunteers with the Carson and Colorado Railway (C&CR) have been working to restore it working condition so that it may be put on public display throughout the country and also furnish rides to the public. He said a lease agreement with the County would allow the organization some latitude to use the engine within certain parameters without any cost (or revenue) to the County. Chairperson Tillemans thanked both Benson and County Counsel for offering an agreement that would provide that latitude. He said the group has been working diligently for a long time, with the County's appreciation, on something that will ultimately heighten the visitor experience at the Eastern California Museum and add to the historical significance of the County. C&CR President Dave Mull thanked the Board for the lease opportunity and said he personally has been working on Engine No. 18 restoration efforts since 1997. He provided an update on the progress of the Larry Pecham Engine House at the Museum and said a grand opening – a Silver Spike Celebration – is tentatively scheduled for high noon on July 3. C&CR hopes to have 150 to 300 feet of track laid by then so it can run the locomotive most of the afternoon. He also said there will be a bluegrass band and tri-tip barbecue dinner. Mull added that the group hoped to then take the Engine to the Laws Celebration in Bishop later this summer, and to a Durango, Colo. event in 2018. Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve and authorize the County Administrator to sign a lease agreement with the Carson and Colorado Railway (C&CR) allowing C&CR to lease Engine No. 18. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 25th

Day of April, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Parks & Rec Other: DATE: May 18, 2017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Administration/Parks & Recreation

FOR THE BOARD MEETING OF: April 25, 2017

SUBJECT: Lease of Engine #18 to Carson and Colorado Railway (C&CR)

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and authorize the County Administrator to sign a lease agreement with the Carson and Colorado Railway (C&CR) allowing C&CR to lease Engine #18.

SUMMARY DISCUSSION:

Since September, 2010 the volunteer members of the Carson and Colorado Railway organization have been working to restore Southern Pacific Railway narrow gauge Engine #18. As a result of their efforts, the engine has been restored and is now operational. Understandably, the C&CR members are excited and proud of their accomplishment. Now that the engine is ready to run the club has plans to put Engine #18 into use transporting passengers. Plans for the next few months include bringing the engine to the Laws Museum and taking the engine to Colorado to participate in the 37th Annual National Narrow Gauge Convention. In the very near future Engine #18 will be moved from Dehy Park and placed in its new home on the grounds of the Eastern California Museum.

Engine #18 was acquired in 1955. Although it is the property of Inyo County, the County does not have the resources nor expertise necessary to maintain and operate the engine. However, C&CR clearly has the desire and ability to showcase and protect this valuable County asset. In order to facilitate C&CR plans for Engine #18 and allow the public to enjoy this piece of history, it is recommended that your Board authorize leasing the engine to C&CR.

Attached for your review is the recommended lease. The document was prepared by County Counsel in conjunction with the Carson and Colorado Railway. The lease gives C&CR significant latitude in the operation and use of Engine #18. The term of the lease is for 10 years with a renewal option for another 10 years but also allows either party to cancel the lease with 30 days notice. Although C&CR is not required to make any payments to the County, they have agreed to maintain the engine at their expense and will have to provide insurance on the engine whenever it is transported away from the County Museum.

ALTERNATIVES:

The County owns Engine #18. As such, there are many alternatives. The County could keep the Engine on display, give C&CR limited access or develop plans for County staff to take responsibility to operate and maintain the engine. It is unlikely that any of these alternatives would be as effective in preserving and showcasing Engine #18 as leasing the engine to C&CR.

FINANCING:

There is no County expense or revenue. Previously, your Board funded a portion of the new facility on the grounds of the Museum.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/31/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/6/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Richard J. Brennan

Date: 4/6/17

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO
AND
CARSON AND COLORADO RAILWAY INC.**

THIS LEASE AGREEMENT, made and entered into this 18th day of April, 2017 by and between Carson and Colorado Railway Inc., a California nonprofit public benefit corporation, hereinafter referred to as "CCR" or "the Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County", whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease", shall be administered on behalf of the County by the County Administrator or his designee, hereinafter referred to as "County's Lease Administrator", and on behalf of CCR by the President.

SECTION TWO. DESCRIPTION.

County hereby leases to CCR the property described as: Southern Pacific narrow gauge steam locomotive #18 and tender. Said property, hereinafter referred to as "leased property," is leased on the terms and conditions hereafter set forth.

SECTION THREE. INITIAL TERM AND OPTION.

The initial term of this Lease will be for a ten year period commencing on May 1, 2017 continuing through and terminating on April 30, 2027. In addition to the initial ten-year term, there will be one option to renew for an additional ten-year term, from May 1, 2027 through and terminating on April 30, 2037. The option to renew will be deemed to be exercised if CCR does not provide County a written "notice of nonrenewal" prior to the end of the initial term of this lease.

SECTION FOUR. EARLY TERMINATION.

This Lease may be terminated by County at its sole discretion at any time by first giving to CCR no less than thirty (30) days written notice. This Lease may be terminated by CCR at its sole discretion at any time by first giving to County no less than thirty (30) days written notice.

SECTION FIVE. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of County, either expressed or implied, shall be construed to be a tenancy from month to month and shall be upon the same terms and conditions as are herein provided.

SECTION SIX. COMPENSATION.

As consideration for this lease, and in lieu of monetary rent, the CCR shall maintain the leased property in at least as good a condition as at the initiation of this lease, normal wear and tear excepted. All work herein is to be performed by volunteers without promise, expectation, or receipt of any compensation for work performed consistent with California Labor Code section 1720.4, as may be amended from time to time, and is not a public work. This shall not prevent CCR from making donations to County in the form of

third-party materials or labor it chooses to purchase in order to improve the condition of the leased property during the Lease.

SECTION SEVEN. USE.

CCR may use the leased property for museum purposes, as discussed more fully below. For purposes of this Agreement, the terms "museum," "museum grounds," and "museum property" are synonymous and include but are not limited to the following: (1) Dehy Park in Independence, CA; (2) Eastern California Museum in Independence, CA; (3) Laws Railroad Museum in Laws, CA; and (4) train events in Durango, CO (e.g., the Rockrailer celebration); and (5) such other locations, including special events, as may be approved from time to time by the County in its sole discretion.

SECTION EIGHT. USE LIMITATION.

The County and CCR understand and agree that occasional use of the leased property to pull passenger cars and thereby provide rides to the public is a museum purpose.

Further, County and CCR acknowledge that the County makes no representations, and does not have the expertise to make representations, regarding the fitness of the leased property to provide rides to the public. The County makes no representations and does not have the expertise to make representations regarding whether the leased property is safe for providing rides to the public. CCR understands and agrees that the County has no expertise regarding the safe operation of the leased property and will not be in a position to advise CCR regarding the safe and proper maintenance and operation of the leased property.

CCR agrees that it will not use the leased property to provide rides to the public unless: It maintains the expertise to ensure and ensures that the property is physically maintained to safely provide rides to the public in accordance with all applicable local, state and federal regulations; it creates and maintains a plan for the safe operation of the leased property on the museum grounds; it establishes procedures to adequately ensure museum patrons and other persons are kept safely clear from the leased property during operations; it maintains the capability to maintain the leased property in a safe condition and inspects the leased property periodically to ensure it remains safe for operation; and maintains the staff and expertise to safely operate the property in compliance with all applicable rules and regulations and in a safe manner.

County and CCR agree that it is in the sole discretion of CCR whether to use the leased property to provide rides to the public and CCR agrees that it will not do so unless it has the expertise and capacity to do so safely and in compliance with all applicable laws and regulations. CCR understands and agrees that it is CCR's sole responsibility to ensure the leased property is safely maintained and operated. It is CCR's sole responsibility to ascertain what laws, regulations and safety procedures apply to such operations and to establish procedures to comply with those laws and regulations. CCR understands that it is solely liable for injuries resulting from operation of the leased property and agrees to hold the County harmless and to indemnify the County for any injuries arising from the operation of the leased property.

SECTION NINE. SPECIAL INSURANCE.

Prior to operating leased property to provide rides to the public, CCR will obtain insurance coverage that specifically covers operation of the leased property for that purpose. Such insurance shall provide coverage for claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the leased premise. Said coverage shall be at least as broad as: Insurance Services Office Commercial General Liability coverage (occurrence from CG 00 01) and shall provide limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The County of Inyo, its officers, officials, employees and volunteers are to be covered as

insureds with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to the Lessee. The Lessee's insurance coverage shall be primary insurance as respects the County of Inyo, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Inyo, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

SECTION TEN. HOURS OF ACCESS.

CCR shall have access to the leased property at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. FEES.

CCR will pay for any fees required to maintain or operate the leased property.

SECTION TWELVE. MAINTENANCE.

CCR shall, at CCR's own expense, keep and maintain the leased property, both interior and exterior, in good order, condition, and repair and return the leased property upon the termination of this Lease or any extension thereof in the same good condition as received (or better), with normal wear and tear excepted. This provision does not prevent CCR from continuing its past efforts to restore and thereby improve the condition of the leased property, at no charge to County.

SECTION THIRTEEN. HOLD HARMLESS.

County shall not be liable to CCR for any damage to the leased property or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased property being out of repair, or by defects in the leased property; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of CCR, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by CCR, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable.

CCR agrees to and shall indemnify, defend, and hold County, its officers, agents, and employees and the property of County, including the leased property, free and harmless from and against any and all claims, liability, costs or expenses for: injury to or death of any person, including without limitation CCR and invitees, licensees, guests, employees, and agents of CCR; or for damage to property arising from the use or condition of the leased property by CCR; or from the acts or omissions of any person or persons, including CCR and invitees, licensees, guests, employees, and agents of CCR, who are in or about the leased property with the express or implied consent of CCR.

SECTION FOURTEEN. NOTICE.

Any notice, communication, amendment, addition, or deletion to this lease, including change of address of either party during the term of this lease, which CCR or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Inyo County Administrator
P.O. Drawer N
Independence, CA 93526

CCR

Carson and Colorado Railway Inc.
P.O. Box 194
Independence, CA 93526

SECTION FIFTEEN. ASSIGNMENT AND SUBLEASE.

CCR agrees not to assign this Lease or sublet the leased property in part, or encumber its leasehold estate, or any interest therein, either voluntarily or by operation of law, without first obtaining written consent of County or its duly authorized agent. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION SIXTEEN. MECHANIC'S LIEN.

CCR agrees to keep the leased property free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased property at the instance of, or on behalf of, CCR, provided however, that CCR can contest such lien provided it posts an adequate bond therefore.

SECTION SEVENTEEN. COMPLIANCE WITH LAW.

CCR shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the maintenance or use of leased property, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION EIGHTEEN. WAIVER.

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or a different provision of the Lease; nor shall any failure on the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION NINETEEN. DEFAULT.

In the event that CCR or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION TWENTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION TWENTY-TWO. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION TWENTY-THREE. ENTIRE AGREEMENT.

The parties have previously entered into a Memorandum of Understanding (MOU) in July of 2014, which will remain in effect until 2020, pertaining to relocation of the leased property from Dehy Park to building at the Eastern California Museum, and creation of a replacement exhibit at Dehy Park. Other than that MOU, the Lease contains the entire agreement between the parties hereto pertaining and supersedes all previous agreements between the parties with respect to the subject matter of the Lease. If any provision of the Lease is found to be in conflict with the MOU, then the Lease provision will prevail.

SECTION TWENTY-FOUR. CONSTRUCTION OF AGREEMENT.

Both CCR and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the CCR or the County as the drafters of this document.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 27th day of APRIL 2017.

COUNTY OF INYO

CARSON AND COLORADO RAILWAY INC.

By: 
CAO/Purchasing Agent

By: 
David Mull, President.

##

Approved as to form and legality:



County Counsel

Approved as to accounting form and content:



County Auditor

Approved as to insurance and risk management:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: Public works

FOR THE BOARD MEETING OF OCT - 7 2018

SUBJECT: Road Closure on Bartell Road between Hill Street and Richards Street in Big Pine on October 6, 2018, between the hours of 8:00 AM and 11:00 AM.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the closure of Bartell Road during the morning of October 6, 2018 for the purpose of the Big Pine Paiute Tribe's Fall Fandango.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Big Pine Paiute Tribe has submitted a Special Event Permit Application and is requesting permission to close Bartell Road as depicted in the attached map for the Fall Fandango. The event would take place on Hill Street, Bartell Road and Richards Road; however of those three, only Bartell Road is under County jurisdiction.

The Big Pine Paiute Tribe will be required to send notices of road closure to all residents on Bartell Rd, Hill St, Bowers St, Crater St, Richards St, Piper St, Canilla St, Newman St, and Baker St at least 48 prior to road closure and other notices shall be posted throughout the community and in the Post Office and Tribal Offices. The Tribe will also be required to coordinate with Caltrans due to the potential for impact to traffic on Highway 395.

ALTERNATIVES:

The Board could choose not to approve the Road Closure and Big Pine Paiute Tribe would have to hold the event on non-County roads.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriffs Office
Inyo County Road Department
Caltrans

FINANCING:

Not Applicable

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 9/20/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
 Only:

AGENDA NUMBER

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

FROM: Public works

FOR THE BOARD MEETING OF:

SUBJECT: Road Closure on Bartell Road between Hill Street and Richards Street in Big Pine on October 6, 2018, between the hours of 8:00 AM and 11:00 AM.

DEPARTMENTAL RECOMMENDATIONS:

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SUMMARY DISCUSSION:

The Big Pine Paiute Tribe has submitted a Special Event Permit Application and is requesting permission to close Bartell Road as depicted in the attached map for the Fall Fandango. The event would take place on Hill Street, Bartell Road and Richards Road; however of those three, only Bartell Road is under County jurisdiction.

The Big Pine Paiute Tribe will be required to send notices of road closure to all residents on Bartell Rd, Hill St, Bowers St, Crater St, Richards St, Piper St, Canilla St, Newman St, and Baker St at least 48 prior to road closure and other notices shall be posted throughout the community and in the Post Office and Tribal Offices. The Tribe will also be required to coordinate with Caltrans due to the potential for impact to traffic on Highway 395.

ALTERNATIVES:

The Board could choose not to approve the Road Closure and Big Pine Paiute Tribe would have to hold the event on non-County roads.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriffs Office
 Inyo County Road Department
 Caltrans

FINANCING:

Not Applicable

APPROVALS

COUNTY COUNSEL:

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

Steve Salter

Approved: yes Date 9/19/18

AUDITOR/CONTROLLER

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

Approved: N/A Date _____

PERSONNEL DIRECTOR

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

Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____



2018 Fall Fandangango Parade Route



Image USDA Farm Service Agency
© 2013 Google



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 12

FROM: Public works

FOR THE BOARD MEETING OF: OCT - 2 2018

SUBJECT: Road Closure on School St. between Baker Creek Road and Blake Road in Big Pine on October 13, 2018, between the hours of 8:00 AM and 11:00 AM.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the closure of School Street during the morning of October 13, 2018 for the purpose of the Big Pine Homecoming Parade. The Big Pine Unified School District will be required to send notices of road closure to all residents on School Street, Crocker Street, and Cornell Street at least 48 prior to road closure and other notices shall be posted throughout the community and in the Post Office. The closure is described in the attached drawing.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Big Pine Unified School District has submitted a Special Event Permit Application and is requesting permission to close School Street as depicted in the attached map for the annual Big Pine Homecoming Parade.

Previously, a Board Resolution was passed to allow for the annual event to take place each year without additional Board action via a parade route along Hwy 395. The parade route has been utilizing School Street instead of Hwy 395 since 2013 in order to avoid closure of the Highway.

ALTERNATIVES:

The Board could choose not to approve the Road Closure and Big Pine Unified School District would have to request permission from Caltrans to close Hwy 395 for the parade instead, using School Street as a traffic detour.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriffs Office

FINANCING:

Not Applicable

APPROVALS

COUNTY COUNSEL;

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

Approved: yes

Date 9/13/18

Michael

AUDITOR/CONTROLLER

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

Approved: yes

Date 9/14/2018

[Signature]

PERSONNEL DIRECTOR

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

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 2018.09.14

For Mike E.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 13

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

FROM: Board of Supervisors
BY: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Resolution in support of Prop 3: the Water Supply and Water Quality Act of 2018

DEPARTMENTAL RECOMMENDATION:

Request Board consider and possibly approve a resolution in support of Proposition 3, the Water Supply and Water Quality Act of 2018, on the November 6, 2018 ballot.

SUMMARY DISCUSSION:

On February 13, 2018, your Board received a presentation from Sierra Business Council President Steven Frisch on SB 5: the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, a \$4.1 billion general obligation bond passed by voters on June 5, 2018, and the Water Supply and Water Quality Act of 2018, a citizen's initiative now known as Proposition 3 and which will appear on the November 6, 2018 ballot.

Frisch also introduced the Board to the Sierra Climate Adaptation and Mitigation Partnership (Sierra CAMP), a public-private cross-sector partnership working under the umbrella of the Sierra Business Council to galvanize widespread support for investment in Sierra resources that are critical to the rest of the state.

It was noted at that time that the Sierra Business Council would be asking for the Board's future support of the bond measures and for Sierra CAMP. A resolution in support of Sierra CAMP and another in support of SB 5 were adopted by your Board on April 10, 2018 as a continuation of the process begun in February.

Sierra Business Council is now asking for the Board of Supervisors' support of Proposition 3 by adoption of the attached resolution. Prop 3 would authorize \$8.877 billion in general obligation bonds for water infrastructure, groundwater supplies and storage, surface water storage and dam repairs, watershed and fisheries improvements, and habitat protection and restoration. Of the total available, \$3.03 billion is earmarked for safe drinking water and water quality, \$2.895 billion for watershed and fisheries improvements, \$940 million for habitat protection, \$855 million for improved water conveyance, \$685 million for groundwater sustainability/ storage, and \$472 million for surface water storage/dam repairs (see attached summary provided by Sierra Business Council for further breakdown).

ALTERNATIVES:

Your Board could choose not approve the resolution as drafted.

OTHER AGENCY INVOLVEMENT:

Sierra Business Council

FINANCING:

There is no financial impact associated with the resolutions of support

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 09/26/18

RESOLUTION NO. 2018 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA IN SUPPORT OF THE
WATER SUPPLY AND WATER QUALITY ACT OF 2018 (PROPOSITION 3)**

WHEREAS, California's high-tech, agricultural, tourism-based, rural and urbanized economy and the health of its citizens and environment rely on an uninterrupted and high-quality water supply; and

WHEREAS, California's water situation requires implementation of the Governor's Water Action Plan to provide for the water needs of people, agriculture and the environment; and

WHEREAS, a more reliable water supply is dependent on reducing waste, increasing the amount of water available to meet our needs, and improving water quality; and

WHEREAS, California faces numerous threats to its water supply, water quality, natural environmental and infrastructure, including but not limited to wildfire and floods, frequent drought, and the loss of 95% of its historical wetlands (which has a corresponding impact on flora and fauna); and

WHEREAS, Proposition 3 seeks to put critical protections in place by investing \$8.877 billion in general obligation bonds in California water infrastructure, including key categories like safe drinking water, watershed and fisheries improvements, habitat protection and restoration, groundwater supplies and storage, surface water storage and dam repairs, wastewater treatment, desalinization, fire prevention and recovery, and invasive weed removal; and

WHEREAS, Proposition 3 specifically allocates \$350 million directly to forest health, restoration, conservation, water quality, and fuel reduction projects in the Sierra Nevada region; and

WHEREAS, this measure also allocates \$675 million to implement the Sustainable Groundwater Management Act to stabilize groundwater levels in groundwater basins; and

WHEREAS, Prop 3 provides a fair and reasonable distribution of funds directly and indirectly benefitting every region of the state, including the Sierra Nevada; and

WHEREAS, by making water use more efficient, reducing the demand for water, providing new and diverse water supplies, improving the quality of source watersheds, and protecting key environmental uses of water, Prop 3 will ensure that the economic and environmental engines of California are not derailed by a shortage of water and will help improve the health and safety of the public.

NOW, THEREFORE, BE IT RESOLVED, the Inyo County Board of Supervisors does hereby support the Water Supply and Water Quality Act of 2018, also known as Proposition 3.

PASSED and APPROVED this _____ day of _____, 2018, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Inyo County Board of Supervisors

ATTEST: Clint G. Quilter
Acting Clerk of the Board

By _____
Darcy Ellis, Assistant

Short Summary of Major Programs in Water Supply and Water Quality Bond Act of 2018

Safe drinking water and wastewater treatment for disadvantaged communities. \$750 million. Provides safe drinking water and wastewater treatment for disadvantaged communities.

Wastewater recycling. \$400 million. Recycles wastewater mainly for landscaping and industrial uses.

Groundwater desalination. \$400 million. Converts salty groundwater to usable water supply.

Urban water conservation. \$300 million. Leak detection, toilet replacement, landscape conversion.

Agricultural water conservation. \$50 million. Improves inefficient irrigation systems, increasing river flows to Delta.

Groundwater. \$675 million. Implements the Sustainable Groundwater Management Act., stabilizing groundwater levels in overdraft groundwater basins.

Central Valley flood management, including flood plain restoration. \$100 million. Makes farms and communities more flood safe, and makes flood plains for habitat friendly. Additional \$50 million for retrofit of a reservoir (probably Bullard's Bar) for better flood management.

San Francisco Bay Wetlands and flood improvements. \$200 million. Improves wetlands in San Francisco Bay to provide flood protection and mitigate sea level rise.

Flood Control. \$100 million.

Data management. \$60 million. Better data collection and management: streamflow, etc.

Stormwater management. \$600 million for a variety of state agencies. Capture and treatment of stormwater flows improved river and ocean water quality and increasing water supplies.

Watershed Restoration. \$2.355 billion to a wide variety of state agencies. Pays for better management of watersheds throughout the state to improve water quality and water supply.

Land Management for Water Yield. \$100 million. Removal of invasive weeds which use excessive amounts of surface and groundwater such as tamarisk, yellow starthistle, and Arundo. Estimates of water savings are in excess of one million acre feet per year.

Central Valley Fisheries restoration. \$400 million. Restoring fish habitat. Supplements necessary streamflows.

Water and specific habitat improvements for fisheries. \$350 million. Purchase of water for fish and waterfowl.

Salmon/steelhead restoration. \$300 million.

Waterfowl habitat. \$280 million. Helps acquire and restore waterfowl habitat.

Bay Area Regional Reliability. \$250 million. Improves interconnections between Bay Area water agencies, making it easier to survive droughts.

Improvement to Friant Kern Canal and other Friant water interconnections. \$750 million. Restores lost capacity to Friant Kern Canal, pays for groundwater recharge programs, water conservation and possibly new water conveyance in the Friant area.

Oroville Dam Spillway Repair. \$200 million. Makes Oroville Dam more flood safe.

The initiative also allows state and federal water contractors to recover the funds they pay in climate change charges due to implementation of the Global Warming Solutions Act of 2006, and use those funds in their own systems for water and energy conservation to reduce greenhouse gas emissions. These water/energy conservation projects must meet Global Warming Solutions Act standards for emissions mitigation.

From Yes on 3: California Water Bond 2018 (www.waterbond.org)

PROP. 3 FREQUENTLY ASKED QUESTIONS

For Sierra Engagement in 2018 Proposition 3 Campaign



How much of the Proposition 3 funding is allocated to the Sierra Nevada?

\$350 million of the Proposition 3 funding is directly allocated to agencies with a mandate to serve the Sierra Nevada including: \$200 million to the Sierra Nevada Conservancy (SNC) for general purposes; \$60 million to the California Tahoe Conservancy (CTC) for general purposes; \$50 million to the SNC for fire mitigation; \$30 million to the CTC for storm water management; and \$10 million to the CTC for Upper Truckee River Restoration.

In addition, Sierra Nevada projects would be eligible to apply for funding from other chapters of the bond measure to agencies serving the Sierra Nevada, with **\$3.415 billion** in those chapters, including: the California Natural resources Agency River Parkways program, the CalFire fire mitigation program, the Wildlife Conservation board private lands, rangeland and grassland and oak woodlands programs, the UC Natural Reserve program, and the Department of Water Resources Sustainable Groundwater Management Act program, and others.

Can California afford to take on additional bond debt from an \$8.877 billion bond?

Yes. The state's bond debt service has fluctuated between 3% and 6% historically with periods of 5% or above occurring during times with much weaker economic conditions than the present. According to a recent report (<https://lao.ca.gov/Publications/Report/3713>) by the nonpartisan Legislative Analyst's Office, **if all of the bonds on the November ballot pass, the general fund debt service ratio on new and existing bonds would be less than 5%, a generally agreed-upon limit for prudent bond expenditures.**

Does Prop. 3 fund any new above ground storage (dams) or conveyance that would draw further on river flows?

Proposition 3 funds crucial repair and safety for existing facilities – **no new dams, canals or tunnels.**

Proposition 3 does not fund any new dams and explicitly bans funding from going to the construction of storage projects.

Proposition 3 does not provide any funding for Delta tunnels and explicitly bans funding from going to the project or accompanying mitigation.

Proposition 3 provides for repair of critical flood control and water conveyance facilities on which many people depend for reliable delivery of water, productive agriculture, and recharge of groundwater reserves. These are responsible investments whose costs all state residents should share, like other environmentally and economically beneficial wastewater recycling, water conservation, and groundwater cleanup projects voters have supported paying for with state funds.

Was Prop. 3 written behind closed doors by those who would gain from it?

General obligation water and park bonds have a history of being written and passed through the citizen's initiative process rather than the legislature. Prop. 50 (2002) and Prop. 84 (2006) were citizen's initiative bonds with widespread environmental and public support.

Over 200 individuals including water agencies, agriculture, environmental groups, environmental justice groups, business, and many other sectors **were all involved in the creation of Prop. 3**, which was designed and structured to fund the Governor's Water Action Plan. Sierra Business Council was consulted early in the process and, along with other Sierra partners, successfully argued that significant funding should be allocated to the region.

Governing through the legislative process is always preferable but sometimes has limitations, and **the wide support for this measure demonstrates that this is quite the opposite of a narrow private-interest measure.**

Does Prop. 3 use Greenhouse Gas Reduction Fund (GGRF) money contrary to its intended purposes?

No. In fact, this measure increases the protection of the Greenhouse Gas Reduction Fund. Instead of allowing the Legislature and Governor to spend the funds generated by water agencies for any purpose, regardless of how questionable its climate benefits, this measure requires that the water agency funds be used for water and energy conservation purposes which directly result in greenhouse gas reduction. Moreover, highest priority is given to projects which benefit disadvantaged communities. **This is consistent with the statutory requirements of all GGRF funding and similar to how gas and electric utilities are treated.**

Is Prop. 3 duplicative of Prop. 68?

Proposition 68 provided critical funding for urban park projects, conservancies, open space, and some water projects. Proposition 3, which focuses exclusively on water projects, **has only an 18% overlap with Proposition 68.** In **each area of overlap there is a much greater need than the cumulative amounts provided in the two measures.** Examples include funding for flood management, safe drinking water, Salton Sea restoration, and wastewater recycling. The need for water investment in California is enormous, and Proposition 68's important contribution is not enough to meet the need.

Shouldn't farmers, water conveyors, or irrigation districts pay for repairing the Friant-Kern Canal?

During the drought, over pumping of groundwater along the Friant-Kern Canal caused the canal to subside, reducing water supplies to up to 15,000 farms covering more than one million acres of some of the most productive farmland in the world. **Almost all of these farms are family farms of 1,000 acres or less.** Some of the over pumping was done by farmers who are not supplied by the Friant-Kern Canal. Capacity in the Madera Canal has also been reduced. Many of the communities along the Friant-Kern and Madera Canals are disadvantaged. Many farmworkers would be unemployed if water deliveries from the Friant-Kern and Madera Canals were permanently curtailed. This Sacramento Bee article explains the need to fix the Friant-Kern Canal: <https://www.sacbee.com/news/state/california/water-and-drought/article214631455.html>

For decades California has invested in urban water supply improvement projects such as wastewater recycling, flood control, water conservation and desalting. Given our dependence on California agriculture for our food supply, it is reasonable to make investments in our agricultural water supply as well.

Are there still funds left over from the 2014 water bond (Prop. 1)?

For water storage projects, yes, but not for the kinds of infrastructure needs this bond will address. In the Sierra, almost all of the Prop. 1 funding allocated to the Sierra Nevada Conservancy and California Tahoe Conservancies

has been awarded or spent. **In total, more than 75% of Prop. 1 funds have been obligated, spent, or encumbered. You can examine the expenditures of Prop. 1 at:**

<http://bondaccountability.resources.ca.gov/PDF/Prop1/P1AllocBalRpt.pdf?v=1>

Due to provisions in the bond, funding for water storage projects could not be expended until at least 2018. The California Water Commission is charged with expending these funds. The Commission has received 12 proposals for these funds, but will not award grants until sometime this year, at the soonest. Since these funds are still unexpended, and to avoid interfering with the Water Commission process, Prop. 3 does not have an expenditure category for new water storage.

Are there political ramifications for two major natural resource bonds being presented to voters in the same year?

California voters tend to expect and have routinely voted in favor of natural resource bonds, even in the case of multiple bond proposals in the same year. For example, in 2000, voters passed both Prop 12, the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act, and Prop 13, the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Bond Act.

The statewide coalitions behind the respective 2018 bonds are made up of generally separate constituencies; large NGOs, such as Trust for Public Land, and urban parks groups lead the Proposition 68 effort, while agriculture and water agencies lead the Prop. 3 effort.

How do I know the money will be spent for its intended purpose?

All of the allocations, as written, would actually become state law if passed by the voters. You can see an example of how the state is holding agencies accountable for spending under other natural resource bond measures at the state's bond accountability website: <http://bondaccountability.resources.ca.gov>.

There is no provision preventing the legislature from holding regular hearings to oversee the investments.

Nearly all of the programs in the measure are existing state agency programs, which usually have an existing public review process.

The measure explicitly requires an independent audit of expenditures every 3 years, and regular reports on expenditures every 6 months by the California Natural Resources Agency. The Department of Finance and the California State Auditor also have authority to audit the expenditures of any state agency receiving funding from the measure, and all entities receiving grants from state agencies are required to provide adequate expenditure reporting.

Why use bonds instead of general funds or some other source that won't put us more in debt?

The general fund can only be allocated annually, which can be a problem for natural resource or infrastructure projects that might take many years to plan and implement, and which may require much larger sums of money than what is available in the state's one-year budget. Bond measures often allocate larger sums of money for longer periods of time, which enables both the start and completion of these much-needed longer term projects.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: BOARD OF SUPERVISORS – Chairperson Totheroh
By: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Annual nominations for a director and alternate to represent Inyo County on the California State Association of Counties Board of Directors

DEPARTMENTAL RECOMMENDATION: Request Board nominate from among its membership a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2018-2019 Association Year, beginning November 27, 2018.

SUMMARY DISCUSSION: Inyo County has received its annual request from CSAC to nominate a director and alternate to represent the County on the CSAC Board of Directors. Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year, the first day of the conference will be November 27, 2018. Any member of the Board of Supervisors is eligible for the directorship. Supervisor Jeff Griffiths is currently serving as Inyo County's director and Supervisor Pucci as its alternate for the 2017-2018 Association Year. (See attached list of all current directors.)

CSAC's Board of Directors holds its first meeting of each year at the annual conference, scheduled for November 27 through November 30 in San Diego. It is important the County has its Board of Directors nominees at this first meeting, since the CSAC Board of Directors at this time will also nominate CSAC officers and elect the 2018 Executive Committee.

ALTERNATIVES: Your Board could choose not to nominate new Board of Directors representatives, but this is not recommended, as Inyo County should have representation on the CSAC governing board.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<u>APPROVALS</u>	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Don Toth

Date: 9/26/18

CALIFORNIA STATE ASSOCIATION OF COUNTIES
Board of Directors
2018

SECTION	President:	Leticia Perez, Kern
U=Urban	First Vice President:	Virginia Bass, Humboldt
S=Suburban	Second Vice President:	Lisa Bartlett, Orange
R=Rural	Immediate Past President:	Keith Carson, Alameda

SECTION	COUNTY	DIRECTOR
U	Alameda County	Scott Haggerty
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Bill Connelly
R	Calaveras County	Michael Oliveira
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Jim Steele
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Tom Wheeler
S	Marin County	Damon Connolly
R	Mariposa County	Marshall Long
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Jim Holmes
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jaime De La Cruz
U	San Bernardino County	James Ramos
U	San Diego County	Greg Cox

U	San Francisco City & County	Malia Cohen
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Lynn Compton
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Steve Worthley
R	Tuolumne County	Sherri Brennan
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:00 a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Comments to an Environmental Assessment (EA)¹ for a Modification to the Keystone Mine Plan of Operations CACA-33965.

RECOMMENDATION:

Review the comment letter (Attached) addressing the EA for a Modification to the Keystone Mine Plan of Operations; provide comments; and potentially authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Bush Management Company (BMC) submitted a modification to the existing plan of operations in September 2016 to allow for an exploratory drilling project at the existing Keystone Mine on land managed by the Bureau of Land Management (BLM). The Keystone Mine is located in the Panamint Mountains, in Goler Canyon and accessed via Ballarat Wingate Road and Coyote Canyon Road (Attached Map). Keystone Mine is permitted by the BLM under a 1981 Plan of Operations; a 1983 Plan Amendment; and a 1988 Plan amendment. The existing Plan of Operations did not cover the proposed exploration drilling necessitating the current amendment. The amendment to the Plan of Operations includes up to 45 exploratory drill holes located on seven drill pads on previously disturbed land. The amendment also includes water diversion from Sourdough Springs, located in Death Valley National Park, as well as haulage of water via truck from Trona to the mine-site. Because of the water diversion from Sourdough Springs, the EA was produced in cooperation with the National Park Service.

The EA describes how the exploratory project will be managed under the BLM landuse plans including conservation measures and avoidance and mitigation measures, all based on the various landuse classifications the site falls within. There are two alternatives in the EA. They are:

1. BMC Proposed Action Alternative
2. No Action Alternative.

Alternative 1 will utilize existing disturbed areas for 7 drill pads totaling 0.38 acres. Inclusion of the private road to access the pads as part of the total area of disturbance from the mining operation, appears to bring the disturbance over 1 acre, making the project subject to the California Surface Mine Reclamation Act. If a Reclamation Plan is required, the project will also be subject to review under the California Environmental Quality Act (CEQA).

Alternative 2 would still allow for underground mining and processing as already allowed for by the existing BLM Plan of Operations and amendments.

¹ The EA is available at:

<https://eplanning.blm.gov/epl-front-office/eplanning/projectSummary.do?methodName=renderDefaultProjectSummary&projectId=112254>

The EA does not state what mineral this exploratory project is searching for, but the Keystone mine has previously been mined for gold. The EA also does not include information about potential subsequent mining projects, mining methods and/or timeframes and there is no reliable information at this time to speculate on what possible future projects may or may not be. Underground mining and limited processing of ore is currently allowed by the original approved BLM Plan of Operations, though any resumption of these activities would require permits and approvals from many other entities, including, but not limited to, the Mine Safety and Health Administration, California Occupational Safety and Health Administration, Lahontan Regional Water Quality Control Board, California Department of Fish and Wildlife, Great Basin Unified Air Pollution Control District and Inyo County as Lead Agency for the enforcement of Surface Mining and Reclamation Act (SMARA).

Based on Staff's review of the EA, a comment letter was prepared to address 4 issues of concern to the County. These issues are:


- The EA did not reference the Inyo County General Plan
- The EA refers to County road Goler Wash Road, however, this road is named Coyote Canyon Road.
- The project is potentially subject to SMARA when the private roads to be utilized are included in the area of disturbance.
- The use of County roads by water trucks may require an Encroachment Permit from the Inyo County Roads Department.

OTHER AGENCY INVOLVEMENT:

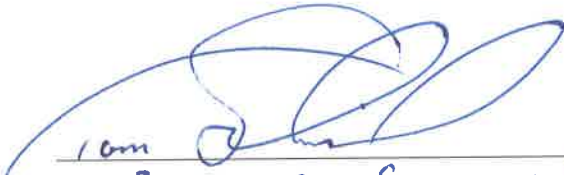
Bureau of Land Management; National Park Service; potentially, the California Department of Conservation - Division of Mine Reclamation.

FINANCING:

Resources from the Planning Department's general budget are utilized to monitor federal activities.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)


10m
ON BEHALF OF CATHERINE RICHARDS

Date: 9/27/2018

Attachments:

- Draft letter
- Maps



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
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Clerk of the Board

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Assistant Clerk of the Board

October 2, 2018

Bureau of Land Management
Randall Porter
Ridgecrest Field Office
300 S. Richmond Road
Ridgecrest, CA 93555

RE: Environmental Assessment (EA) for a Modification to the Keystone Mine Plan of Operations
CACA-33965

Mr. Porter:

On behalf of the Inyo County Board of Supervisors, I would like to express our appreciation for the opportunity to comment on the Environmental Assessment (EA) for a Modification to the Keystone Mine Plan of Operations CACA-33965.

We note that the Inyo County General Plan was not included in the list of other plans and documents in the EA and remind the BLM that the Inyo County General Plan should be included in and coordinated with the EA. The BLM should have coordinated with Inyo County during this process, as well.

The EA refers to the County road that travels from Wingate Road, up Goler Canyon to access the Keystone Mine, as Goler Wash Road. The official road name for this County road is Coyote Canyon Road. The EA should be revised all references to Goler Wash Road to Coyote Canyon Road.

While the EA indicates a total disturbance of the pads for exploratory drilling of 0.38 acres, the use and improvement of the existing private access road would appear to bring the total disturbance over 1.0 acres, making this project subject to the California Surface Mining Reclamation Act. If the preparation and approval of a Reclamation Plan is required, it would also be subject to the California Environmental Quality Act.

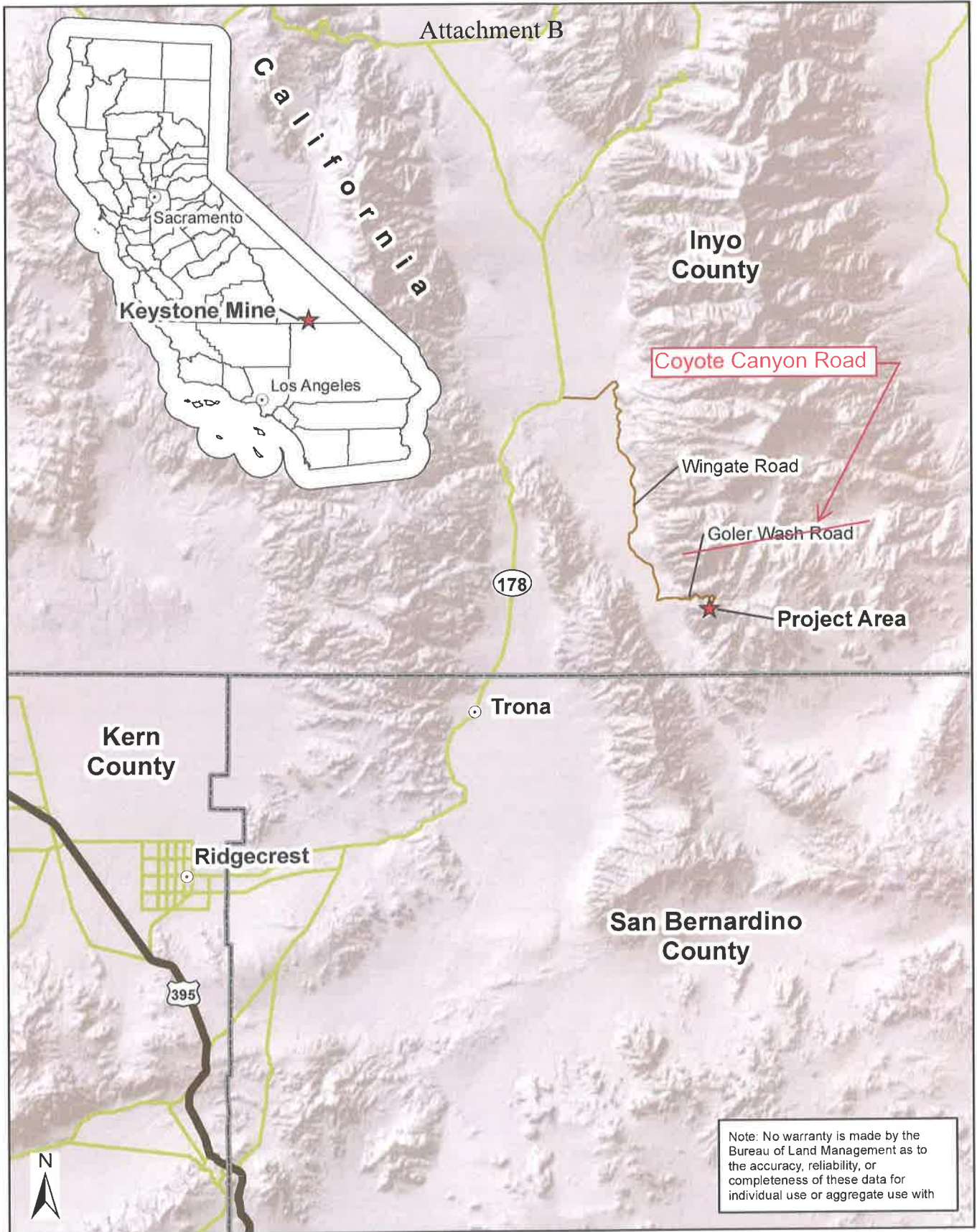
The EA refers to haulage of water via truck from Trona. The use of water trucks on Wingate Road and Coyote Canyon Road and any associated improvements may require the issuance of an Encroachment Permit from the Inyo County Road Department. The Encroachment Permit would specify any County requirements for road improvements and maintenance to allow for the passage of water trucks.

Once again, I would like to extend our appreciation for the opportunity to comment on the EA for a Modification to the Keystone Mine Plan of Operations. We are in support of this exploration project as a means to collect all pertinent information and reserve the right to review any related mining projects that might result from this exploratory project.

Respectfully,

Dan Totheroh
Chairperson, Inyo County Board of Supervisors

cc: Josh Hoines, Resource Division Chief, Death Valley National Park
Inyo County Board of Supervisors
Clint Quilter, Interim County Administrative Officer



California Desert
BLM District
Ridgecrest Field Office

NAD 1983 UTM Zone 11N

SCALE 1 inch = 8 miles

**KEYSTONE MINE
PLAN OF OPERATIONS
AMENDMENT
ENVIRONMENTAL ASSESSMENT**

DRAWING TITLE:

PROJECT LOCATION

DRAWING NO.

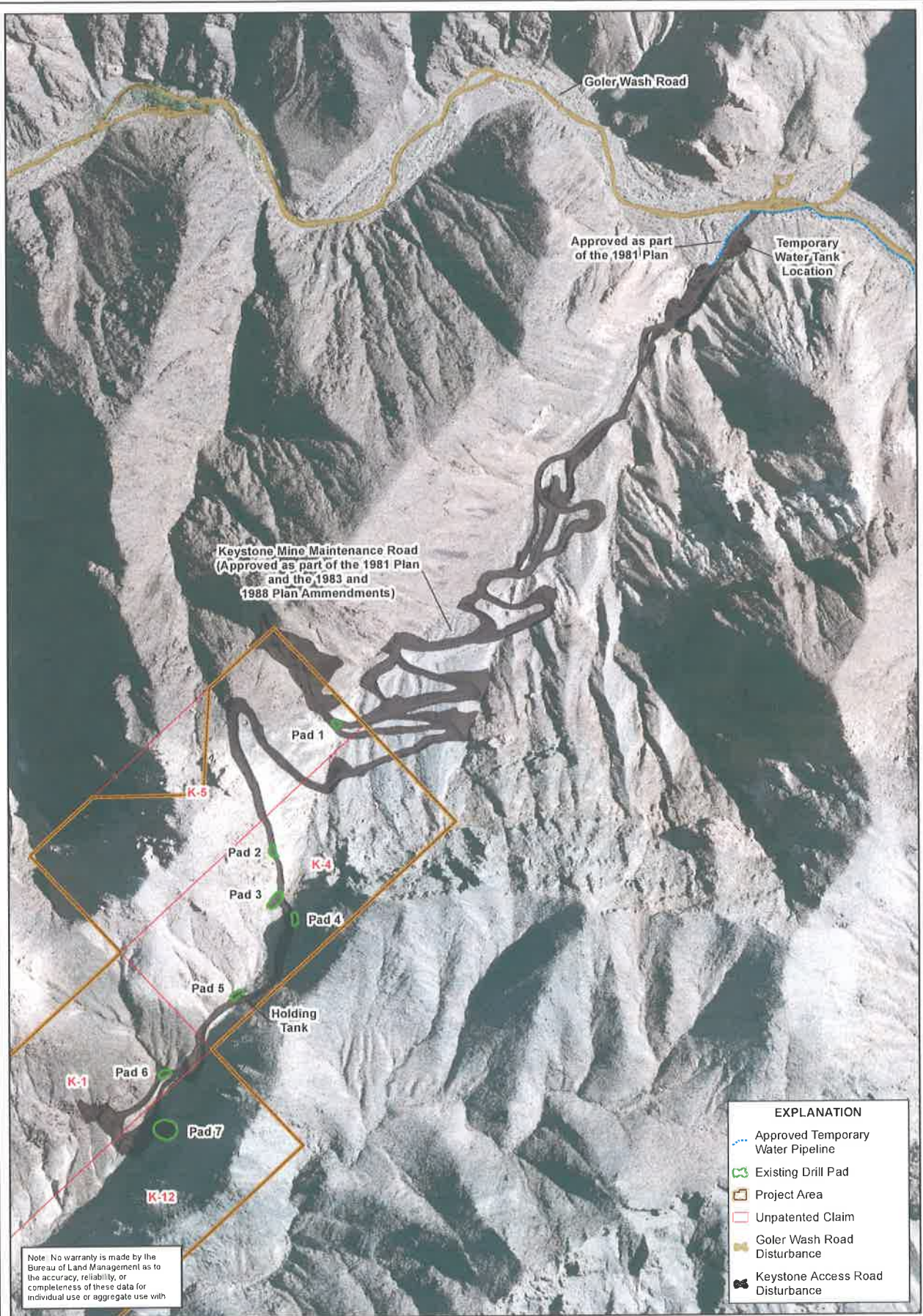
FIGURE 1

REVISION NO.

DATE:

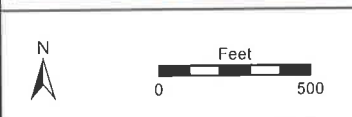
6/28/2018

A



Note: No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with

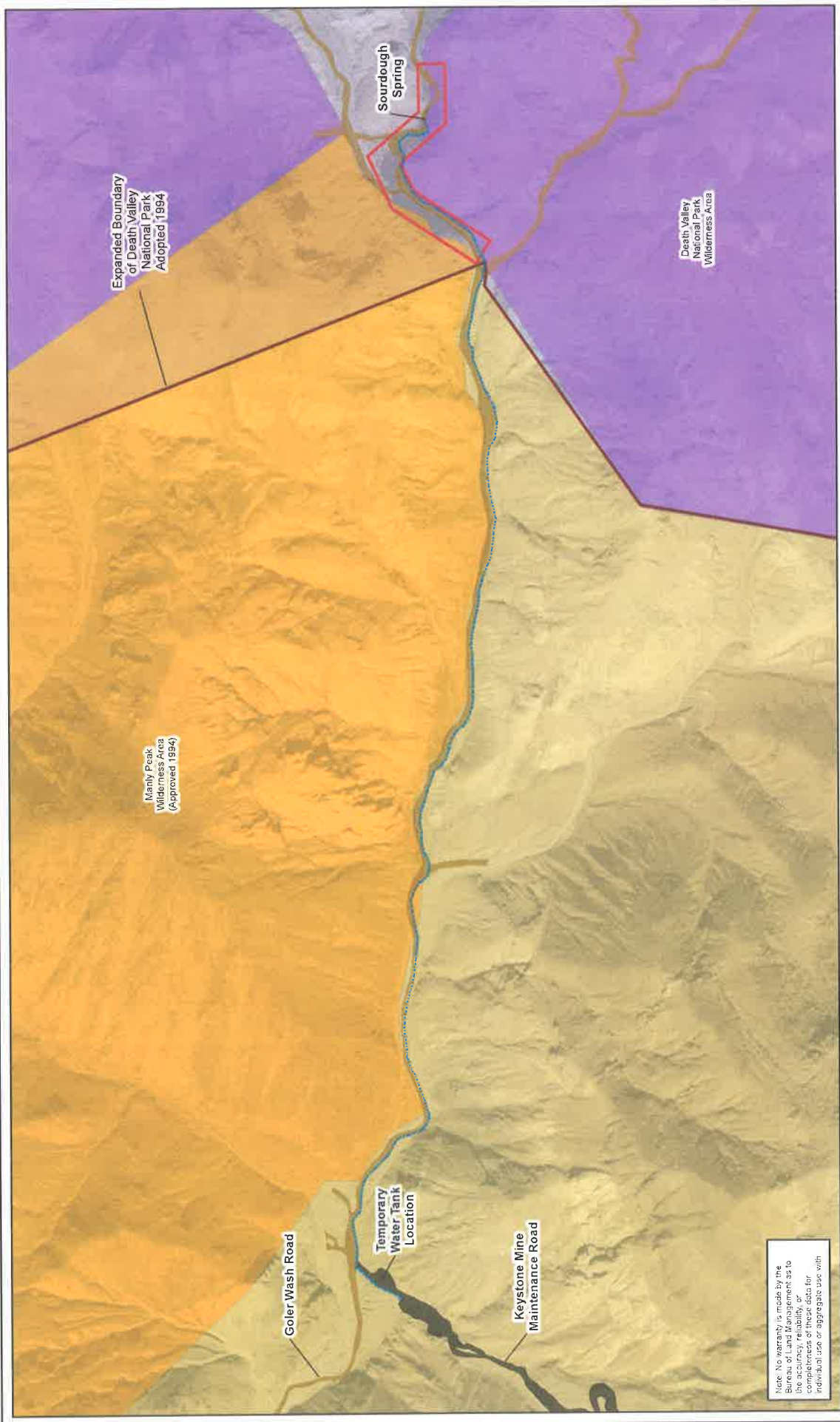
EXPLANATION	
	Approved Temporary Water Pipeline
	Existing Drill Pad
	Project Area
	Unpatented Claim
	Goler Wash Road Disturbance
	Keystone Access Road Disturbance



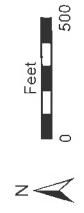
California Desert
BLM District
Ridgecrest Field Office
NAD 1983 UTM Zone 11N
SCALE: 1 inch = 400 feet

**KEYSTONE MINE
PLAN OF OPERATIONS
AMENDMENT
ENVIRONMENTAL ASSESSMENT**

DRAWING TITLE:		PROPOSED ACTION
DRAWING NO.	FIGURE 5	REVISIONS
DATE	6/28/2018	A



 California Desert BLM District Ridgecrest Field Office NAD 1983 UTM Zone 11N Feet SCALE: 1 inch = 500 feet	KEYSTONE MINE PLAN OF OPERATIONS AMENDMENT ENVIRONMENTAL ASSESSMENT		DRAWING TITLE PIPELINE
	EXPLANATION	Approved Water Pipeline Sourdough Millsite Claim NPS Boundary	Goler Wash Road Disturbance Keystone Access Road Disturbance NPS Wilderness
Mainly Peak Wilderness Area (Approved 1994) Expanded Boundary of Death Valley National Park Adopted 1994 Death Valley National Park Wilderness Area Goler Wash Road Temporary Water Tank Location Keystone Mine Maintenance Road Sourdough Spring			REFERENCE ID A





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Approve and ratify Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC.

DEPARTMENTAL RECOMMENDATION:

Request Board approval and ratification of the Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC, for the real property described as 126 Old Mammoth Road, Mammoth Lakes, CA 93546, Suite 202, for an initial period of three years, with two one-year options in an initial amount of nine hundred sixty two dollars and eighty five (\$962.85) per month and seventy five dollars per month for parking for the period of October 1, 2018 to September 30, 2021, with a maximum allowed increase of two percent each year, contingent upon obtaining signatures, authorize the chairperson to sign, and contingent upon future budget approval.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for the Mono County branch of the Eastern Sierra Department of Child Support Services. The lease Agreement provides for an initial term of three years commencing October 1, 2018 to September 30, 2021, with two one-year options.

The Mono Branch serves roughly 280 cases and is open two days a week and by appointment. Currently, the office serves an average of twenty-four (24) people a month in-person.

ALTERNATIVES:

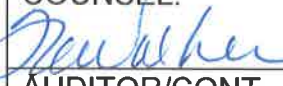


The alternative would be to find another location. This is not recommended as we have been at this location since 2013.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING: The funding for this item will be provided through the Child Support Agency Budget 022501, object code 5291, and funding for this position is provided for in the Board approved 2018-2019 budgets.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 9/11/18
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) 9/13/2018
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 9/18/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/10/18

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Mammoth Mall Owners. LLC

THIS LEASE AGREEMENT, made and entered into this first day of October 2018, by and between Mammoth Mall Owners. LLC, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Clint Quilter, whose title is: Acting County Administrator, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Mammoth Mall Owners. LLC.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as 126 Old Mammoth Road, Mammoth Lakes, CA 93546. STE 202 APN 035-230-10-000000 and 035-230-11-000000

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located in covered parking area (one (1) space costing \$75.00 more per month). And other ground parking in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for three years commencing on October 1, 2018 and terminating on September 30, 2021. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From October 1, 2021 through September 30, 2022
- b. From October 1, 2022 through September 30, 2023

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

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

This Lease, and any option to renew the Lease that is exercised, may be terminated by County at its sole discretion by first giving to Lessor no less than ninety (90) day written notice.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Nine- hundred sixty two dollars and eightv-five cents Dollars (\$ 962.85) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of three percent (3 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for administering the Mono County Child Support Prooram. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: N/A
County shall provide and pay for the following utilities: _____

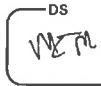
SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

Mammoth Mall Owners, LLC shall furnish at trash removal only at their sole expense janitorial and trash removal services which may be required on the leased premises, not less than N/A weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

DS


~~County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.~~

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

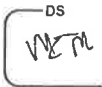
SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Clint Quilter, Invo Countv Actina CAO Department
P.O. Drawer Q Address
Independence, CA 93516 City and State

LESSOR



Mammoth Mall Owners, LLC Name
18301 Von Karman Ave., Suite 250 Address
Irvine, CA 92612 City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-ONE. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Common Area Maintenance fees are included in the base rent as of October 1 2018. Lessor and Lessee agree to pay any changes to this as provided in future extensions, if any.

SECTION THIRTY-THREE. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FOUR. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Mammoth Mall Owners, LLC**

Initial Term of Lease:
October 1, 2018 through September 30, 2021

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of
9/7/2018 12:15:15 PM PDT

LESSEE

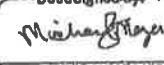
County of Inyo

By: _____
Chairperson, Board of Supervisors

Date: _____

LESSOR

Michael Meyer
authorized signatory

By: DocuSign (Please Type or Print Name)

616D7B41E2F8458
(Signature)

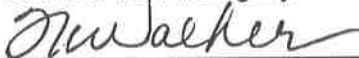
Date: 9/7/2018 12:15:15 PM PDT

Approved as to form and content:



County's Lease Administrator

Approved as to form and legality:



County Counsel

Approved as to accounting form and content:



County Auditor

Approved as to insurance and risk management:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
17

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: OCT - 7 2018

SUBJECT: Approval of Agreement for Sharing Costs of State Highway Electrical Facilities on See Vee Lane

DEPARTMENTAL RECOMMENDATIONS:

Request Board (1) approve the agreement between the State of California, acting by and through the Department of Transportation, and the County of Inyo for the sharing of costs of state highway electrical facilities related to the intersections at Highway 395/See Vee Lane and Highway 168/See Vee Lane in Bishop, California. (2) Authorize the Public Works Director to sign the agreement, contingent upon all other necessary signatures being obtained, and contingent on acceptance into budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Streets and Highways Code Sections 114 and 130 empower the Department of Transportation to enter into a cooperative agreement with the County of Inyo for the apportionment of the expense of work for any portion of a state highway within a city or county.

The proposed agreement is in regards to traffic signal installation projects led by Caltrans at the intersection of South See Vee Lane and Highway 168, and at the intersection of North See Vee lane and Highway 395, in Bishop, California. The agreement pertains to the cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting. The maintenance labor costs and electrical energy costs are to be apportioned according to the number of State-owned versus County-owned road segments tying into each intersection, meaning that the County would be responsible for one-third of the costs outlined in the agreement for both intersections.

Inyo County will receive quarterly invoices from the State for actual intersection costs for maintenance and electrical energy. These costs will fluctuate according to actual costs but should be comparable, for each of the two sites, with the \$17 per month cost associated with the similarly located Barlow intersection traffic signal (average of \$50/month total for the intersection divided by 3 as in the proposed scenario for the County's portion of the cost).

ALTERNATIVES:

- 1) The Board of Supervisors could choose not to approve the attached agreement for cost sharing of electrical facilities with the State. This is not recommended because the State has the option to seek cooperative agreements for design and construction costs of these facilities, and the costs associated with only the maintenance portion is relatively inexpensive compared with the costs that could be sought from the County for design or construction.
- 2) The Board of Supervisors could choose to adopt an amended agreement, and proceed to negotiate any contested terms of the existing form of the agreement. This is not recommended, as the maintenance costs associated with traffic signals at intersections containing segments of County roads and segments of State highway are not overly burdensome.

OTHER AGENCY INVOLVEMENT:

- County Counsel for the review of the proposed agreement and acceptance of form and legality.
- The California Department of Transportation (Caltrans) as one of the parties subject to this agreement.

- The auditor's office for the payment of quarterly invoices submitted by the State.

FINANCING:

Quarterly invoices submitted by the State will be paid out of the Road Budget 034600, Object Code 5311 – General Operating Expense.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Joe Salter Approved: *yes* Date *9/17/18*

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
[Signature] Approved: *eyes* Date *9/19/2018*

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

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: *9/20/18*
(Not to be signed until all approvals are received)

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES WITH COUNTY OF INYO**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of INYO, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the COUNTY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any COUNTY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:

1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.1.2. Electrical energy

1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:

1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

1.2.2. Electrical energy

1.3. It is agreed that quarterly billings invoiced to COUNTY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY/COUNTY quarterly in arrears for any CITY/COUNTY share of electrical facilities expenses shown in Exhibit "A".

2. Exhibit "A" will be amended, as necessary, by prior written mutual consent of both PARTIES, to reflect changes to the system.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY/COUNTY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
 - 4.2. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the COUNTY.
 - 4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.
 6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF INYO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MICHAEL ERRANTE
Acting Director of Public Works

LAURIE BERMAN
Director of Transportation

By: _____
Acting Public Works Director

By: _____
Deputy District Director
Maintenance District 9

As to Form and Procedure:

By: *M Walker*
County Counsel

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

EXHIBIT A
 TRAFFIC SIGNAL AND LIGHTING AGREEMENT
 Caltrans and COUNTY of INYO
 Effective _____, 20__

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
 Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution	
			State	COUNTY
*168 PM 17.3	S. See Vee Lane	*SIGNAL	67%	33%
*168 PM 17.3	S. See Vee Lane	*LIGHTS	67%	33%
**395 PM 117.3	N. See Vee Lane	**SIGNAL	67%	33%
**395 PM 117.3	N. See Vee Lane	**LIGHTS	67%	33%

*To be in operation in the 2018/2019 fiscal year and upon completion will be covered by this agreement

**To be in operation in the 2017/2018 fiscal year and upon completion will be covered by this agreement



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For Clerk's Use Only:
AGENDA NUMBER
 18

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

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Appeal No. 2018-02 (Marty Williams) of Conditional Use Permit (CUP) 2018-01/ Silver Canyon Storage

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors:

Conduct a Public Hearing regarding: Appeal No. 2018-02 (Marty Williams) and approve the appeal.

SUMMARY DISCUSSION: The applicant proposes to place 41 prefabricated, metal containers on his parcel as part of a commercial storage operation, located at 2636 Gerkin Road, in the community of Wilkerson. The parcel is currently vacant, and includes a parking lot and abandoned convenience store.

Staff presented the project request and staff report (Attachment 1) to the Planning Commission at a meeting held June 27, 2018. The Planning Commission Chair opened a public hearing and took public comment on the proposed project. There were 7 residents from the surrounding project area who offered comments and all of those comments expressed negative concerns about the project for varying reasons (Attachment 2).

The Commissioners added comments and questions (Attachment 3) following the public hearing. At the conclusion of the Commissioners questions and discussion, Commissioner Stewart reiterated his appreciation for former commissioner Ross Corner and stated that he will not vote in favor of the project but encouraged the other commissioners to make a motion. Commissioner Scott Kemp made a motion to approve the CUP with the Findings and Conditions of Approval as presented by County staff, but no other commissioner provided a second, therefore the motion died, effectively denying the request for the CUP.

The Applicant, Marty Williams, submitted an appeal on 11 July 2018 of the Planning Commission denial focusing on several elements. Mr. Williams addresses the needed service provided by the storage units to the community. In his Application to Appeal the Planning Commission's decision, the applicant stated that he receives 2 to 3 phone calls daily, requesting storage space, so the claim that there is sufficient storage supply is false. He also notes that a functioning business is preferable to a dilapidated structure that attracts pests and is an eyesore to the community as it currently stands. His primary argument is that his project application has met all Inyo County requirements. Staff reviewed ICC 18.48 when the application was submitted by Mr. Williams and found that it does apply to the type of storage units Mr. Williams is proposing, as a conditional use with approval from the Planning Commission. Inyo Planning staff recommended to the Planning Commission, at the June 27 meeting, that the CUP be approved for this reason. As per ICC 18.48.030, the project is technically consistent with both the Inyo County General Plan designation of Retail Commercial (RC) and Zoning designation of Highway Services and Tourist Commercial (C-2). The applicant's proposed conditional use matches zoning requirements and Mr. Williams has followed the permitting process as required by Inyo County. Local residents dislike the project, but Planning staff has not been able to find a direct linkage between this dislike and a formal justification for denying the CUP. Staff has concluded that there is no need to deny this

permit application and the Conditions of Approval, as required by staff for the Conditional Use Permit, are sufficient for the scope of this storage unit project.

RECOMMENDED ACTIONS: The staff analysis indicates that requiring a CUP is appropriate for Mr. Williams's proposed storage unit project and that the Board of Supervisors should consider reversing the decision of the Planning Commission. Denying Mr. Williams the permit cannot be justified based on the County's zoning code which allows for the use with a Conditional Use Permit. A mitigated Negative Declaration of Environmental Impact was prepared for the project and with mitigation the project was found to have a less than significant impact on the environment (MND attached with Planning Commission Staff Report). Based on these factors, staff is recommending that the Board approve the appeal and reverse the Planning Commission's decision to not approve CUP 2018-01/Silver Canyon Storage.

ALTERNATIVES: The Board may consider the following alternatives:

1. Do NOT approve the requested appeal. Denial of the Appeal and *upholding* the Planning Commission decision to deny is *not* recommended.
2. Approve the requested appeal. Approval of the Appeal and *reversing* the Planning Commission decision to deny is recommended.
3. Return to staff with direction.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Costs to process the application and appeal are paid for by the applicant.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (<i>Must be reviewed and approved by county counsel prior to submission to the board clerk.</i>)
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (<i>Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.</i>)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (<i>Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.</i>)

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/20/18

Attachments: (1) Planning Commission Staff Report; (2) Public Comments; (3) Comments made by Planning Commissioners (all attachments pertain to the public hearing for the permit, conducted on 27 June 2018).



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AGENDA ITEM NO.: 9 (Action Item – Public Hearing)

**PLANNING COMMISSION
MEETING DATE:** June 27, 2018

SUBJECT: Conditional Use Permit (CUP) 2018-01/ Silver Canyon Storage

EXECUTIVE SUMMARY

The applicant has applied for a CUP to place prefabricated, metal containers on their parcel as part of a commercial storage operation, located at 2636 Gerkin Road, in the community of Wilkerson. This is a conditional use under current zoning and requires the Commission's approval. The parcel is currently vacant, and includes a parking lot and abandoned convenience store.

PROJECT INFORMATION

Supervisory District: 4

Project Applicant: Marty Williams

Site Address: 2636 Gerkin Road, Wilkerson, CA 93514

Community: Wilkerson, CA

A.P.N.: 013-250-12

General Plan: Retail Commercial (RC)

Zoning: Highway Services and Tourist Commercial (C2)

Size of Parcel: 0.5 acres

SURROUNDING LAND USE:

Location:	Use:	Gen. Plan Designation	Zoning
Site	Vacant	Retail Commercial (RC)	Highway Services & Tourist Commercial (C-2)
North	Developed	Residential Low Density (RL)	Single Residence/Mobile Home Combined (RMH-0.5)
East	Vacant	NR (LADWP)	Open Space with a 40-acre minimum (OS-40)
South	Developed	Residential Low Density (RL)	Single Residence/Mobile Home Combined (RMH-0.5)

West	Developed	Residential Low Density (RL)	Single Residence/Mobile Home Combined (RMH-0.5)
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Staff Recommended Action: 1.) Approve the Conditional Use Permit (CUP) 2018-01/Silver Canyon Storage

Alternatives:

- 1.) Deny the CUP
- 2.) Approve the CUP with additional conditions of approval
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information and analysis is needed.

Project Planner: Steve Karamitros

STAFF ANALYSIS

Background and Overview

The applicant has applied for a CUP to install prefabricated storage units for a commercial rental business, located at 2636 Gerkin Road in the community of Wilkerson. The building on the property was previously used as a convenience store but, subsequent to closing, has gone into disrepair. The building and the parcel sit unused in a commercially zoned location.

Although not a principal use for this zoning designation, the proposed project aligns with Inyo County Code Section 18.48.030-Conditional Uses-Highway Services and Tourist Commercial, which allows for “warehouses and storage facilities...if approved by the planning commission.” This project falls under the conditional uses laid out in 18.48.030, and a conditional use permit approved by the Planning Commission is required.

The general project area is in a location surrounded by vacant, open space land to the east and residential properties to the north, west and south.

Site Location Map



Storage units will be placed at this location



General Plan Consistency

The goal of this project is to allow the establishment of a business for this parcel in compliance with the County's zoning ordinance. The project is consistent with the General Plan designation for this property of Retail Commercial (RC), as it establishes a commercial business useful to members of the community. Section 5.2.3 Economic Development Issues, provides a list of critical economic development issues given priority in the General Plan. One of these points states that the "County's General Plan policies should promote multiple compatible economic uses of land whenever possible" (pg. 5-5). The proposed project would provide a retail service to local consumer-residents and is zoned for such a retail service under conditional use. Permitting the storage business meets the goal of creating multiple compatible uses of land, in this case a storage business that services a local residential area.

Zoning Ordinance Consistency

The Highway Services and Tourist Commercial zoning designation allows for warehouses and storage facilities as a conditional use. There is currently no established use and the site remains vacant. The applicant is seeking the use permit to begin commercial operation in compliance with the County's zoning ordinance.

ENVIRONMENTAL REVIEW

Conditional Use Permit 2018-01 Silver Canyon Storage is not an exempted project under CEQA and required an Initial Study be performed to consider possible significant impacts to environmental resources. Temporary sound and visual effects from the project on the human environment were the primary concerns. Both visual and sound impacts are below the level of significance under CEQA and will be handled using best management construction practices. Impacts from an on-site septic tank will be managed by safely dismantling the tank, per the instructions from the Inyo County Environmental Health Department. All possible impacts are either below the level of significance or can be mitigated to a level below significance. Therefore a Mitigated Negative Declaration was prepared for this Initial Study.

The Notice of Availability for the proposed Mitigated Negative Declaration was issued on May 31, 2018 with the Inyo County Recorder's Office. The proposed Mitigated Negative Declaration was publicly noticed in the Inyo County Register on June 2, beginning a 21-day review window. The public hearing

for this permit was noticed on June 9, 2018. Any comments received will be addressed at the Planning Commission meeting on Wednesday, June 27, 2018.

TRIBAL CONSULTATION

California Assembly Bill 52 requires tribal consultation for any projects requiring a negative declaration, mitigated negative declaration, or environmental impact report. Pursuant to Public Resources Code Section 21080.3.1, Tribes have 30-days, after receiving invitations to consult on the proposed environmental document, to request consultation opportunities. Staff mailed consultation invitations on April 26, 2018 to the: Lone Pine Paiute-Shoshone Tribe, Fort Independence Indian Community of Paiutes, Timbisha Shoshone Tribe, Bishop Paiute Tribe and the Big Pine Paiute Tribe of the Owens Valley, Cabazon Band of Mission Indians, Torres Martinez Desert Cahuilla Indians, and the Twenty Nine Palms Band of Mission Indians.

The Twenty-Nine Palms Band of Mission Indians notified the Inyo Planning Department that there were no known tribal resources in the area. They requested to be notified if any cultural resources were located during construction.

The Big Pine Paiute Tribe has also requested consultation and is currently working with Inyo Planning staff at this time.

RECOMMENDATION

Planning Department staff recommends the approval of Conditional Use Permit No. 2018-01/ Silver Canyon Storage, with the following Findings and Conditions of Approval:

FINDINGS:

1. The proposed Conditional Use Permit is an Initial Study with Mitigated Negative Declaration under CEQA guidelines and the provisions of the California Environmental Quality Act have been satisfied.
[Evidence: Pursuant to 14 California Code Regulatory Sections 15000 et seq., the County has performed an Initial Study with a Mitigated Negative Declaration in order to “consult with other County departments, agencies, groups, and individuals, which may provide information and assistance to the Planning Department during this phase of environmental review” (Inyo County Code Section 15.28.030). This document contains the necessary “project description, evaluation of environmental impacts that may be conducted using an environmental checklist supported by sufficient explanations, discussion of any potentially significant impacts and mitigation measures” (Inyo County Code Section 15.28.040).
2. The proposed Conditional Use Permit is consistent with the Inyo County General Plan Land Use Designation of Retail Commercial (RC).
[Evidence: The proposed project is consistent with the goals and policies of the General Plan’s Land Use Goal LU-3 to “provide commercial land uses that adequately serve the existing and anticipated future needs of the community and surrounding environs” (pg. 4-18). The General Plan designation is Retail Commercial, which “provides for retail and wholesale commercial uses, service uses, offices...and similar compatible uses” (pg. 4-18). The proposed storage units would provide a retail service for suburban consumers in the community.]
3. The proposed Conditional Use Permit is consistent with the Inyo County Zoning Ordinance, which permits “warehouses and storage facilities” as a conditional use.

[Evidence: Highway Services and Tourist Commercial; Section 18.48.030(G) allows for warehousing and storage facilities as a conditional use. The proposed project is therefore consistent with the C2 zoning designation for this property.]

4. The proposed Conditional Use Permit is necessary or desirable.
[Evidence: The proposed project would create a needed retail service to local residents, via a local business, that generates economic activity within the County. It is therefore a desirable use.]
5. The proposed Conditional Use Permit is properly related to other uses and transportation and service facilities in the vicinity.
[Evidence: The proposed conditional use permit is to make the current unused space compliant the County's Zoning Code. The location is well situated relative to transportation facilities, such as US 395 and local County maintained roads. These facilities will not experience added capacity pressure due to the proposed project. Pre-existing driveway aprons, parking availability, and the modest size of the residential neighborhood will not create added impacts on transportation or service facilities in the vicinity.]
6. The proposed Conditional Use Permit would not under all the circumstances of this case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.
[The conditional use permit is being proposed to make the project compliant with the County's Zoning Code. It will likely decrease the level of use from the previous business, since there are fewer daily visitors expected at the storage facility than the convenience store. This means fewer impacts from noise and traffic on the general public. In addition, the County has identified a septic tank to be decommissioned as an element of the proposed project. This will avoid impacts to soils, water, and other resources that could affect public health and welfare.]
7. Operating requirements necessitate the Conditional Use Permit for the site.
[Evidence: Use of the property for the purposes of the proposed project requires a conditional use permit per Inyo County Code Section 18.48.030. Therefore, the conditional use permit is necessary for the continued operations at the site.]

CONDITIONS OF APPROVAL

1. Hold Harmless
The applicant/developer shall defend, indemnify and hold harmless Inyo County agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, its appeals board, or legislative body concerning Conditional Use Permit No. 2018-01/ Silver Canyon Storage. The County reserves the right to prepare its own defense.
2. Compliance with County Code
The applicant/developer shall conform to all applicable provisions of Inyo County Code. If the use provided by this conditional use permit is not established within one year of the approval date it will be become void.
3. Additional Building Requirements
The project will follow all building requirements as set by the Inyo County Building and Safety Department. The applicant will work with and get all necessary permits from the Building and Safety Department regarding all structures placed on the lot.

Attachment 2:

Public Comments

Staff presented the staff report and public input was given during the Planning Commission meeting held June 27, 2018. There were 7 residents from the surrounding project area who offered comments: Tracy Bear, Clancy Batchelder, Kent Schlick, Tom Batchelder, Kylee-Ann Schlick, Linda Baptie, and Charles Phinizy.

- Tracy Bear expressed her concern about depreciation of the property values resulting from the project, and potential disturbance caused by people using the proposed storage facility at night. She requests that the property be rezoned to Residential.
- Clancy Batchelder was concerned about impacts to child safety resulting from the project. Increased traffic around the facility and near a school bus stop was cited as potential danger. Mrs. Batchelder believes that a storage facility is not compatible with the neighborhood and asked that the Commission to attach, as a condition of approval for the permit, a requirement mandating an onsite manager, bathrooms, and gated access to the premises.
- Kent Schlick read a text from Ross Corner that captured the history of Wilkerson and the community cleanup efforts in the area. Corner's letter expressed concern over falling property values.
- Tom Batchelder stated that he has observed the applicant's other business (Laws storage facility) and is concerned that renters will operate businesses out of their units, be allowed to have double stacking of units, or will leave miscellaneous items and trash in the area.
- Kylee-Ann Schlick opposed approval of the permit and agreed with the statements made by Ross Corner.
- Linda Baptie also opposed approval for a storage facility since an existing facility is located nearby on Collins Road. She expressed her concern for children at the bus stop near the proposed storage facility. In addition to her concern for the children, she fears vagrant drug users using the area.
- Charles Phinizy echoed concerns about property values and questioned whether businesses could be run from the storage units. Director Richards clarified that this would require a different Conditional Use Permit. He also requested that the permit, if approved, require gated access to limit after-hours use. He also expressed concerns about aesthetics.

Attachment 3:

Comments from Commissioners

The Commissioners added comments and questions following public hearing.

Commissioner Kemp asked how long the building has been vacant and was informed it has been 10 years.

Commissioner Morley asked if there were any additional Commercially zoned properties in the area and Director Richards confirmed the presence of a few.

Commissioner Vogel announced that he was a customer of Marty's and would be recusing himself from this item.

Commissioner Kemp requested that the rezone question be addressed, and Director Richards explained that a rezone could be done but needed the property owners to make that request.

Commissioner Stewart shared concerns regarding the hours of operation, on-site security, and enforcement of these types of rules.

The applicant stated that he has no intention of putting up a gate because there is no power at the facility; however, he is willing to post a sign with the hours of operation.

Commissioner Morley asked the applicant how many storage units were planned for the parcel and the applicant stated that 41 units were planned.