



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA). The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

REGULAR MEETING **December 20, 2022**

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Name of case: *Inyo County v. Los Angeles Department of Water and Power, Kern County Superior Court* Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.**
- 3) **Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to §54956.9(d)(4) - Number of cases: one. Facts and circumstances: Fire Damage to Commander's House Property.**

- 4) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Auditor-Controller Amy Shepherd, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- 5) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

OPEN SESSION With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting at the Board's discretion.

- 10 A.M.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

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

- 10) **Proposed Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program Application and Resolution**
County Administrator - Emergency Services | Mikaela Torres

Recommended Action: Request Board review the proposed Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable: A) approve the submittal of the Fiscal Year 2022 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution No. 2022-52," and B) authorize the Chairperson to sign the resolution addendum letter.
- 11) **Boardroom Multimedia Replacement Project**
County Administrator - Information Services | Scott Armstrong

Recommended Action: Request Board approve the agreement between the County of Inyo and Western Audio Visual and Security of Orange, CA, for the provision of the Boardroom Multimedia Replacement Project in an amount not

to exceed \$95,000 for the period of December 20, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

12) **AB 361 Findings Regarding Remote Board of Supervisors Meetings**

County Counsel | John Vallejo

Recommended Action: Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

13) **Appointments to the Inyo County Emergency Medical Care Committee (EMCC)**

Health & Human Services - EMCC | Marilyn Mann

Recommended Action: Request Board: A) appoint Peter Spiers, Southern Inyo Hospital; Lucas Reynolds, Southern Inyo Fire Protection District; Joseph Dell, Bishop Fire Department; Jacinda Thomsen, Northern Inyo Hospital District; Carl Bursell, Lone Pine Volunteer Fire Department; and LeRoy Kritz, Member-At-Large to two-year terms on the Inyo County Emergency Medical Care Committee (EMCC) ending December 31, 2024; and B) appoint Wendy Derr to an unexpired two-year Member-At-Large term on the EMCC ending December 31, 2023.

14) **Appointments to the Eastern Sierra Area Agency on Aging (ESAAA)**

Health & Human Services - ESAAA | Marilyn Mann

Recommended Action: Request Board: A) Change the ESAAA term of appointments from ending December 11 of a calendar year to ending on December 31 of a calendar year; and B) appoint Roger Rasche, Sandra Lund, and Heidi Dougherty to unexpired 2-year terms on the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council ending December 31, 2024.

15) **Authorizing Resolution to Apply for a Regional Early Action Grant (REAP) 2 Grant**

Planning Department | Cathreen Richards

Recommended Action: Request Board consider, approve, and authorize the Chairperson to sign Resolution No. 2022-53 authorizing the application and receipt of REAP 2 grant funds.

16) **Routine Maintenance Agreement with the California Department of Fish and Wildlife**

Public Works | Chris Cox

Recommended Action: Request Board approve the Routine Maintenance Agreement between the County of Inyo and the California Department of Fish and Wildlife for the period of January 1, 2023 through December 31, 2023,

contingent upon the Board's approval of future budgets, and authorize the Public Works Director to sign.

17) **Waste Hauler Maximum Rate Adjustments**

Public Works - Recycling & Waste Management | Michael Errante

Recommended Action: Request Board:

A) Approve the Consumer Price Index (CPI) adjustment of 5.34%, to the portion of the Annual Service Fee Adjustment rates not associated with the tipping fees, effective January 1, 2023, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

18) **Acquisition of 2,185 Tons of Plant Mixed Asphalt**

Public Works - Road Department | Michael Errante

Recommended Action: Request Board: A) Declare Granite Construction of Bakersfield, CA the successful bidder for the acquisition and delivery of plant mixed asphalt per Bid Nos. RD22-04 and RD22-05; and B) Authorize the purchase of 2,185 tons of plant mixed asphalt from Granite Construction Company of Bakersfield, CA for an amount not to exceed \$339,584.55.

19) **Consideration of Payment of 2015 Invoice from Wilder Barton, Inc.**

Public Works - Town Water Systems | Grace Chuchla

Recommended Action: Request Board authorizing paying \$2,928 of the invoice applicable to the part, and rejecting the amount of the invoice identified as labor costs and sales tax.

20) **Sheriff Pritchard Badge Purchase**

Sheriff | Nathaniel Derr

Recommended Action: Request Board, pursuant to Penal Code Section 538d, authorize Undersheriff Jared Sparks to provide Retiring Sheriff Eric Pritchard with his badge.

REGULAR AGENDA - MORNING

21) **Amendment of Fiscal Year 2022-2023 Road Budget 034600**

Public Works - Road Department | Michael Errante
5 minutes (1min. Presentation / 4min. Discussion)

Recommended Action: Request Board amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase estimated revenue in State Other Revenue Code No. 4499 by \$310,000 and increase appropriation in North Round Valley Road Object Code 5717 by \$310,000 (4/5ths vote required).

10:30 A.M. 22) Zone Text Amendment 2022-02/Inyo County - Housing Element Compliance

Planning Department | Cathreen Richards
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Request Board:

- A) Conduct a public hearing on proposed Ordinance 1290, titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Sections 18.03.060; 18.06.220; 18.06.225; 18.06.291; 18.06.356; 18.06.456; 18.06.466; 18.06.746; 18.06.776; 18.06.777; 18.73.030; 18.06.495; 18.78.350; 18.21.020; 18.21.040; 18.22.020; 18.22.040; 18.30.030; 18.30.040; 18.33.020; 18.34.020; 18.34.040; 18.44.020; 18.44.030; 18.45.020; 18.48.020; 18.49.020; 18.51.020; 18.54.020; 18.75.090 D; 18.75.110 A; 18.75.060 E; 18.75.100 B; 18.78.310 A; 18.78.310 B; 18.78.150 E; 18.76.060 A; and, Amending Chapters 18.36 and 18.61 of the Inyo County Code;"
- B) Make the requested findings and certify that the action is exempt from CEQA; and,
- C) Waive further reading and enact said ordinance.

10:35 A.M. 23) Zone Text Amendment 2022-03/Reasonable Accommodation

Planning Department | Cathreen Richards
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Request Board:

- A) Conduct a public hearing on proposed Ordinance 1291, titled, "An Ordinance of the Inyo County Board Of Supervisors Adding Section 18.80 to the Inyo County Code, Providing a Procedure for Reasonable Accommodation in the County's Land Use and Zoning and Building Regulations Pursuant to Federal and State Fair Housing Laws;"
- B) Make the requested findings and certify that the action is exempt from CEQA; and,
- C) Waive further reading of and enact said ordinance.

24) Electric Vehicle Charging System Streamlined Permitting Process

County Administrator | Tyson Sparrow
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Request Board: A) Waive the first reading of proposed Ordinance 1292, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Adding Chapter 14.30 to the Inyo County Code and Setting Forth Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems;" and B) Set enactment for Tuesday, January 3, 2023 in the Board of Supervisors Chambers, Independence, CA.

25) Proclamations Honoring Supervisors Dan Tothoroh and Rick Pucci

Board of Supervisors | Nate Greenberg
40 minutes (10min. Presentation / 30min. Discussion)

Recommended Action: Request Board approve proclamations honoring outgoing Supervisors Dan Tothoroh and Rick Pucci for their service to Inyo County.

LUNCH

- 11:30 A.M.** 26) The Board will recess for a lunch break, with an anticipated return of no earlier than 1 p.m.

REGULAR AGENDA - AFTERNOON

27) **Transient Occupancy Tax District Improvement Fund Budget Policy**

County Administrator | Nate Greenberg
20 minutes (5min. Presentation / 15min. Discussion)

Recommended Action: Request Board review, provide comments with regard to, and approve the Transient Occupancy Tax District Improvement Fund Budget Policy.

28) **Board of Supervisors Meeting Minutes**

Clerk of the Board | Darcy Ellis
N/A

Recommended Action: Request Board approve the minutes of the December 13, 2022 Board of Supervisors meeting.

ADDITIONAL PUBLIC COMMENT & REPORTS

29) **Public Comment**

Comments may be time-limited

30) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3345

Proposed Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program Application and Resolution

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Request Board review the proposed Fiscal Year 2022 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable: A) approve the submittal of the Fiscal Year 2022 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution No. 2022-52," and B) authorize the Chairperson to sign the resolution addendum letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

This application coming before your Board today for consideration is to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Fiscal Year 2022. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$129,780 in grant funds.

Although the grant is for F/Y 2022, the grant application, assurances and State Supplemental Guidance for the grant were not released until October 2022.

DHS/FEMA annually publishes the National Preparedness Report (NPR) to detail national progress in building, sustaining, and delivering core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

The FY 2022 EMPG provides federal funds to assist local emergency management advance individual and jurisdictional preparedness and resilience.

In FY 17/18, the County undertook an extensive statewide recruitment to fill a new Emergency Services Manager (ESM) position. Each year, a portion of the EMPG Program funds are budgeted to support the

costs associated with the dedicated ESM position. The ESM position was created to revitalize and further the County's emergency services training and response capabilities. Filling the ESM position has helped fulfill the demands of managing the County's emergency services needs, both locally and internally.

It has been recognized with the increased frequency in which natural disasters have occurred in Inyo County in recent years, the importance and need for the County to have a dedicated staff person that can work closely with its regional CalOES emergency management representatives as well as with local partnering agencies.

In addition to the County's emergency response and post-emergency recovery work, the ESM serves as a day-to-day liaison between the County's Director of Emergency Services and County departments, other Operational Areas, CalOES, local partnering agencies, local Tribes, local schools, local volunteer groups, and community members.

The ESM manages the 2020 and 2021 EMPG grants, the 2020 CalOES Community Power Resiliency Allocation grants, and the California Fire Safe-County Coordinator grant. The ESM is also the fiscal manager for the 2020, 2021, and 2022 Homeland Security Grants.

The ESM coordinates emergency management training and exercises for the County's workforce, collaborating closely with CalOES and the California Specialized Training Institute (CSTI).

The ESM is responsible for special projects that include: project manager for the Inyo County Emergency Operations Plan update; coordinating with the California Fire Safe Council Regional representatives to assist local communities and tribes with reestablishing their local fire safe councils; coordinates with Southern California Edison (SCE) on mitigation and preparedness activities in preparation for Public Safety Power Shutoff (PSPS) de-energization events; collaborates with the SCE Incident Management Team (IMT) before, during and after all PSPS potential de-energization events; sits as a member of the SCE PSPS Advisory Board; sits as a member of the SCE PSPS Working Group, coordinates with SCE and the Los Angeles Department of Water and Power (LADWP) on the review of their dam Emergency Action Plan's and Wildfire Mitigation Plans, prepares prevention/preparedness articles and participates in related subject matter community events.

The ESM also researches and, if eligible, applies for grant funding opportunities such as Hazard Mitigation Grants, California Fire Safe Council Grants, and Cal FIRE grants, all of which are available to the OA to help support mitigation and planning efforts.

60% of the annual EMPG grant funds go to support the personnel costs and motorpool expenses associated with the ESM position. The remaining funds will follow the 2022 EMPG California Supplemental guidance which suggests subrecipients should fund projects that address areas for improvement as they relate to emergency management capabilities, such as logistics distribution and management, evacuation planning, disaster financial management, catastrophic disaster housing, and resilient communications.

Remaining funds will support emergency preparedness, public education, and outreach activities and materials. Some funding may also support the costs associated with the development of an evacuation plan and any relevant technological initiatives.

FISCAL IMPACT:

The 2022 EMPG grant application is for \$129,780 and requires a dollar-for-dollar match that has been included in Fiscal Year 2022-2023 CAO Recommended Budget - EMPG 22-23 Budget #623822 and the Disaster Services Budget #023700. The Performance Period for the 2022 EMPG Grant is July 1, 2022 - June 30, 2024.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to apply for the 2022 EMPG Program funding. However, this is not recommended. Demands for County emergency services preparation, response, recovery and training will exceed the capacity of current County resources. As a result, the County's effectiveness in day-to-day operations, as well as emergency preparedness and response, is diminished.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. FY 2022 EMPG Governing Body Resolution
2. 22EMPG Signed Award Approval Letter
3. GBR-Addendum Inyo Letter 2022

APPROVALS:

Mikaela Torres	Created/Initiated - 12/14/2022
Mikaela Torres	Approved - 12/14/2022
John Vallejo	Approved - 12/14/2022
Amy Shepherd	Approved - 12/14/2022
Nate Greenberg	Final Approval - 12/14/2022

Governing Body Resolution
RESOLUTION _____

BE IT RESOLVED BY THE _____ **Board of Supervisors** _____
(Governing Body)

OF THE _____ **County of Inyo** _____ THAT
(Name of Applicant)

County Administrative Officer _____, OR
(Name or Title of Authorized Agent)

Director of Emergency Services _____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

2022 Emergency Management Performance Grant

Passed and approved this _____ **20th** day of _____ **December** _____, **20 22**

Certification

I, _____ **Darcy Ellis** _____, duly appointed and
(Name)

Assistant Clerk _____ of the _____ **Board of Supervisors** _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ **Board of Supervisors** _____ of the _____ **County of Inyo** _____ on the
(Governing Body) (Name of Applicant)

20th day of _____ **December** _____, **20 22**

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

Instruction Sheet for the Governing Body Resolution & Addendum to GBR

Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

Note: Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

Authorized Agent(s)

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, with the resolution, to Cal OES on the applicant's letterhead:**

- | | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Title |
| <input type="checkbox"/> Jurisdiction | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> Phone & Fax Numbers |
-

Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, as indicated above.
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.



October 14, 2022

~~Leslie Chapman~~ Nate Greenberg ^{NG}
CAO-Director of Emergency Services
Inyo County
P.O. Drawer N
Independence, CA 93526

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2022 Emergency Management Performance Grant
Program (EMPG)
Subaward #2022-0005, Cal OES ID#027-00000
Subaward Performance Period: July 1, 2022, to June 30, 2024

Dear Ms. Chapman:

We are pleased to announce the approval of your FY 2022 EMPG subaward in the amount of \$129,780.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.



Leslie Chapman
October 14, 2022
Page 2 of 2

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARKS. GHILARDUCCI
Director



Leslie Chapman Nate Greenberg
Inyo County

10/20/22

Date



BOARD OF SUPERVISORS COUNTY OF INYO

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



December 20, 2022

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On December 20, 2022, the Inyo County Board of Supervisors resolved that the County Administrative Officer/Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Nate Greenberg serves in both of these capacities. Her information is as follows:

Nate Greenberg
County of Inyo Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
ngreenberg@inyocounty.us
(760) 937-1209-phone
(760) 878-0465-FAX

Sincerely,

Jen Roeser
Chairperson, Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3326

Boardroom Multimedia Replacement Project County Administrator - Information Services ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Information Services Director

ITEM PRESENTED BY

Scott Armstrong, Information Services Director

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Western Audio Visual and Security of Orange, CA, for the provision of the Boardroom Multimedia Replacement Project in an amount not to exceed \$95,000 for the period of December 20, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This project will replace the existing multimedia equipment in our Boardroom in Independence to simplify the process of recording, broadcasting and managing the County of Inyo Board Meetings and other meetings. This solution should allow one person to manage all of the multimedia equipment in the Boardroom, and it should result in greatly improved viewer, presenter and participant experiences compared with the current equipment.

We initially posted a Request for Proposals to solicit potential solutions for the Boardroom Multimedia Replacement Project and we received only one non-responsive proposal. After reposting the RFP and informing the previous respondent of the steps needed to make their proposal responsive, we received two responsive proposals. Our evaluation team scheduled demonstrations with each of the vendors and determined that Western Audio Visual & Security (Western A/V) offered the better of the two solutions. Evaluation criteria included the ability to satisfy the deliverables and requirements in our RFP's statement of work, comparison of the pricing for similar systems, the project plan proposed, and qualifications and experience.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010100
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$95,000			

Future Fiscal Year Impacts
No associated ongoing maintenance costs.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, in which case we will continue to use the existing equipment that has been cobbled together to record, broadcast and manage our Board Meetings and other meetings. This method generally requires more than just one person to operate all of the equipment during meetings.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The Clerk of the Board and two Board Members were involved in this process.

ATTACHMENTS:

1. Boardroom Project - Western AV Contract

APPROVALS:

Scott Armstrong	Created/Initiated - 12/12/2022
Darcy Ellis	Approved - 12/12/2022
Scott Armstrong	Approved - 12/12/2022
John Vallejo	Approved - 12/12/2022
Aaron Holmberg	Approved - 12/12/2022
Amy Shepherd	Approved - 12/13/2022
Nate Greenberg	Final Approval - 12/13/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND Western Audio Visual & Security
FOR THE PROVISION OF Boardroom Multimedia Equipment Replacement SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Boardroom Multimedia Equipment Replacement services of Western Audio Visual of Orange, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed ninety-four thousand dollars (\$94,000.00)

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

10. RECORDS AND AUDIT.

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

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

11. PREVAILING WAGE.

Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-one (21) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who,

during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. AMENDMENT.

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

23 NOTICE.

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

County of Inyo	
<u>Information Services</u>	Department
<u>168 N. Edwards</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Western Audio Visual & Security</u>	Name
<u>1592 North Batavia Street, Suite 2</u>	Street
<u>Orange, CA 92867</u>	City and State

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND Western Western Audio Visual
FOR THE PROVISION OF Boardroom Multimedia Equipment Replacement SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Western Western Audio Visual
FOR THE PROVISION OF Boardroom Multimedia Equipment Replacement SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:



Audio/Visual Equipment Replacement and Upgrade
for
County of Inyo

SCOPE OF WORK

General – Western A/V & Security (WAVS) will provide and install all necessary components to upgrade the Audio/Visual systems in the County of Inyo Boardroom and adjacent Control Room. After completion of the project, as-built documentation will be delivered. This includes all drawings, DSP programming, control code, and electronic copies of all user manuals. Training sessions will be provided to all necessary personnel.

Boardroom:

Display System:

- WAVS will reuse the existing displays and mounts

Broadcast & Streaming System

- WAVS will provide and install (3) Crestron 1 Beyond PTZ cameras
- WAVS will provide and install (1) Crestron Multi-Camera Switching processor that will handle all auto-tracking of the 1 Beyond Cameras. This auto-tracking system will be programmed to track active microphones.
- Two Blackmagic Web Presenters will be installed. One of the units will provide USB video to the Zoom PC in the control room. The second unit will be configured to live stream to YouTube or FaceBook if required.
- A 12 x 12 Cleanswitch SDI router will be installed to provide proper routing of all sources to destinations.
- Dual 8" SDI monitors will be installed in the rack to provide viewing on cameras and presentation feed.

Signal Distribution & Switching System:

The following inputs (HDMI only) will be available to all displays in the Chamber:

- Laptop Connection at Clerks Area (HDMI Only)
- Laptop Connection in Control Room for Web-Conferencing PC (HDMI Only)

These sources can be routed to either display in the Chamber. The matrix system will allow the same source to both displays, or different sources to each display.

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

www.wav1.com

12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Phone#: (760) 438-1200
Fax#: (760) 438-0066



Audio System:

- WAVS will reuse the existing Desktop Microphones and existing Handheld/Lavalier Microphones
- WAVS will provide and install a new Digital Signal Processor system to handle all audio routing, echo cancellation, and audio processing. This system will also provide audio conferencing (SIP-based VoIP) as well as USB audio for the web-conferencing PC.
- Provide and install a total of four (4) wireless gooseneck microphones. These microphones can be used at any location in the chamber.
- Mute control of all microphones will be accomplished locally at the base of each microphone.
- WAVS will provide and install six (6) ceiling speakers
- WAVS will provide and install a new 2-channel amplifier to provide proper amplification to all speaker zones.

Control System:

- Provide and install a 10.2" iPad for the Board Secretary/Clerk's position. This touchscreen will provide ease of control over the entire AV system. Control will include, but not be limited to; powering displays on and off, adjusting volume levels, control of microphone levels, and routing of AV sources.
- A Netgear wireless access point and managed switch will be installed to provide a connection of the iPad to the control system. This will eliminate the need to have the systems on the County's network.

Miscellaneous:

- WAVS will provide and install a black laminate rack to house equipment for this upgrade.
- WAVS will provide all necessary cabling, extenders, connectors, and hardware to install a turn-key system in the Boardroom.

Exclusions from Project:

- Any electrical work requiring a C-10 license.
- Patching and painting of surfaces (unless damaged).

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

www.wav1.com

12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Phone#: (760) 438-1200
Fax#: (760) 438-0066



Organization Name:

Printed Name & Title:

Signature:

Date:

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

www.wav1.com

12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Phone#: (760) 438-1200
Fax#: (760) 438-0066

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Western Western Audio Visual
FOR THE PROVISION OF Boardroom Multimedia Equipment Replacement SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:



Inyo County
Boardroom AV Upgrade

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 10/11/2022

AV Upgrade
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Web Conferencing & Streaming System						
3	Crestron	IV-CAMPTZ-12-SLVR-1B	1 Beyond PTZ Camera, 12x Optical Zoom, Silver		\$ 2,472.00	\$ 7,416.00
1	Crestron	IV-SAM-VXP-1B	1 Beyond Automate™ VX Pro Voice-Activated, Multi-Camera Switching Solution		\$ 10,472.00	\$ 10,472.00
1	Blackmagic Design	VHUBSMTCS6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI		\$ 1,583.00	\$ 1,583.00
2	Blackmagic Design	CONVMUDCSTD/HD	Mini Converter UpDownCross HD		\$ 165.00	\$ 330.00
2	Blackmagic Design	BDLKWEBPTRPRO	Web Presenter HD (Streaming and Web Conferencing)		\$ 524.00	\$ 1,048.00
1	Blackmagic Design	CONVMCSAUD	SDI to Audio Mini Converter		\$ 208.00	\$ 208.00
1	Blackmagic Design	CONVNTRM/YA/RSH	Teranex Mini Rack Shelf		\$ 114.00	\$ 114.00
1	Blackmagic Design	HDL-SMTVDUO2	SmartView Duo Rackmountable Dual 8" LCD Monitors		\$ 524.00	\$ 524.00
Video Distribution & Switching System						
Existing Displays and Mounts						
2						Existing
1	Crestron	HD-MD4X4-4KZ-E	4x4 4K60 4:4:4 HDR AV Switcher		\$ 2,620.00	\$ 2,620.00
3	Crestron	HD-TX-101-C-E	DM Lite® Transmitter for HDMI® Signal Extension		\$ 217.00	\$ 651.00
3	Crestron	HD-RX-101-C-E	DM Lite – HDMI® over CATx Receiver, Surface Mount		\$ 217.00	\$ 651.00
Sources						
Laptop Connection at Clerks Area (HDMI Only)						
Laptop Connection in Control Room for Web Conferencing PC (HDMI Only)						
Audio System						
Existing Desktop Microphones & Handheld/Lavalier Wireless Mics						
	Shure					Existing
1	Shure	MXWAPT4-Z10	4-Channel Network Interface		\$ 2,455.00	\$ 2,455.00
1	Shure	MXWNCS8	8-Channel Networked Charging Station		\$ 1,655.00	\$ 1,655.00
4	Shure	MXW8-Z10	Desktop Base Transceiver		\$ 542.00	\$ 2,168.00
4	Shure	MX410LPDF/C	10" Shock-Mounted Gooseneck, Green/Red LED Ring at Bottom, Less Preampfier, Dual Flexible, Cardioid		\$ 210.00	\$ 840.00
1	Biamp	TesiraFORTÉ DAN VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface		\$ 2,798.00	\$ 2,798.00
6	Biamp	Desono D6	6.5-inch two-way coaxial ceiling loudspeaker, 8 ohm or 70V/100V operation, max SPL 114 dB		\$ 167.00	\$ 1,002.00
1	Biamp	AMP-A460H	4 channel, 60W half-rack amplifier with mounting bracket		\$ 590.00	\$ 590.00
Control System						
1	Crestron	RMC4	4-Series™ Control System		\$ 655.00	\$ 655.00
1	Apple	iPad	10.2", Space Gray, 64GB, Wi-Fi		\$ 392.00	\$ 392.00
1	Netgear	WAC104-100NAS	Wireless Desktop Access Point - Dual-Band AC1200 AP 4 x 1G Ethernet Ports 802.11ac		\$ 36.00	\$ 36.00
Miscellaneous Components						
1	Netgear	GSM4230PX-100NAS	M4250 26G4XF POE+ Managed Switch		\$ 1,632.00	\$ 1,632.00
1	Middle Atlantic	BRK14	14-Space Black Laminate Rack		\$ 173.00	\$ 173.00
AV Upgrade Equipment Sub-Total:					\$	40,013.00
Miscellaneous Materials						
					Cable & Connectors	\$ 1,586.00
					Installation Hardware & Accessories	\$ 793.00
					Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ 793.00
Miscellaneous Materials Sub-Total:					\$	3,172.00
Integration Labor						
					Engineering & Drafting	\$ 3,040.00
					Control Programming	\$ 5,760.00
					Project Management	\$ 1,360.00
					Staging & Assembly	\$ 1,500.00
					Installation & Testing	\$ 17,640.00
					Training, Closing, & Commissioning	\$ 6,048.00
					Travel	\$ 7,425.00
					Sub-Contract	\$ 2,223.00
					G & A	\$ 864.00
Integration Labor Sub-Total:					\$	45,860.00



Inyo County
Boardroom A/V Upgrade

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 10/11/2022

AV Upgrade
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Extended Warranty & Maintenance Agreement					Years	Price
				Extended Service Plan	0	\$ -
					Service Sub-Total	\$ -
AV Upgrade Totals						
				Total Equipment		\$ 43,185.00
				Total Labor		\$ 45,860.00
				Equipment and Labor Subtotal		\$ 89,045.00
				Total Shipping		\$ 1,131.00
				Additional Shipping for Overnight or Large Items		\$ -
				Subtotal		\$ 90,176.00
				Sales Tax	7.75%	\$ 3,434.49
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 1	\$ 4.00
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
				Electronic Waste Fee Total		\$ 4.00
				Total Service Agreement		\$ -
				Bond (if required)		\$ -
						\$ 93,614.49



Client Inyo County
Project Name Boardroom A/V Upgrade

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Date 10/11/2022

Project Contact
Contact Scott Armstrong
Address 224 N. Edwards St.,
City, State, Zip Independence, CA 93526
Phone 760-878-8006
Mobile
Email sarmstrong@inyocounty.us

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Bond	Cost Per Room	TOTAL
AV Upgrade	1	\$ 43,185.00	\$ 1,131.00	\$ 3,434.49	\$ 4.00	\$ 45,860.00	-	\$ -	\$ 93,614.49	\$ 93,614.49
Base Project Total										\$ 93,614.49

EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE

STANDARD RENEWAL RATE	\$0.00				
	Year 1	Year 2	Year 3	Year 4	Year 5
Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROJECT TOTAL: \$93,614.49

NOTES:
 This proposal includes prevailing wage rates.

Billing Terms:
100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature _____ Printed Name & Title _____ Date _____

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:
 Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Western Western Audio Visual
FOR THE PROVISION OF Boardroom Multimedia Equipment Replacement SERVICES**

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for General Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Attachment C: 2022 Insurance Requirements for General Services

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to Inyo County.

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

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

Attachment C: 2022 Insurance Requirements for General Services

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
-end-



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3335

AB 361 Findings Regarding Remote Board of Supervisors Meetings County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

Office of County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3306

Appointments to the Inyo County Emergency Medical Care Committee (EMCC) Health & Human Services - EMCC ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board: A) appoint Peter Spiers, Southern Inyo Hospital; Lucas Reynolds, Southern Inyo Fire Protection District; Joseph Dell, Bishop Fire Department; Jacinda Thomsen, Northern Inyo Hospital District; Carl Bursell, Lone Pine Volunteer Fire Department; and LeRoy Kritz, Member-At-Large to two-year terms on the Inyo County Emergency Medical Care Committee (EMCC) ending December 31, 2024; and B) appoint Wendy Derr to an unexpired two-year Member-At-Large term on the EMCC ending December 31, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Currently, the terms of five (5) EMCC members expire on December 31, 2022 and there are two vacancies, one for an unexpired term ending December 31, 2023 and one ending December 31, 2022, which needs to be filled through December 31, 2024.

Agency Name	Representative	Appoint/Reappoint	Expiration Date
Southern Inyo Hospital District	Peter Spiers	Appoint	12/31/2024
Bishop Fire Department	Joseph Dell	Reappoint	12/31/2024
Southern Inyo Fire Protection District	Lucas Reynolds	Appoint	12/31/2024
Northern Inyo Hospital District	Jacinda Thomsen	Reappoint	12/31/2024
Lone Pine Volunteer Fire Department	Carl Bursell	Reappoint	12/31/2024
Member at Large	LeRoy Kritz	Reappoint	12/31/2024
Member at Large	Wendy Derr	Appoint	12/31/2023

The Department respectfully submits the list of names for your Board's consideration along with their letters of interest.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Not Applicable			
Future Fiscal Year Impacts			
Not Applicable			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

EMCC's 13-person membership will have 8 vacancies as of January 1, 2023, should this item not move forward.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Appointment Request - At-Large - Kritz 2023-2024
2. Appointment Request - LPVFD - 2023-2024
3. Appointment Request - NIHD - 2023-2024
4. Appointment Request - SIFPD - 2023-2024
5. Appointment Request - SIHD - 2023-2024
6. Appointment Request - BFD - 2023-2024
7. Appointment Request - At-Large - Derr - 2023 Completion

APPROVALS:

Marilyn Mann	Created/Initiated - 12/5/2022
Darcy Ellis	Approved - 12/6/2022
Nate Greenberg	Approved - 12/6/2022
Marilyn Mann	Final Approval - 12/6/2022

Marilyn Mann
HHS Director
Inyo County Health
1360 North Main Street, Suite 201
Bishop, Ca 93514

Ms Mann

I would like to request reappointment to the EMCC committee.

Le Roy Kritz

A handwritten signature in cursive script, appearing to read "Le Roy Kritz".



LONE PINE FIRE DEPARTMENT

130 N Jackson ST Lone Pine, CA 93545
(760) 876-4626 (760) 876-4000 FAX
lpfd2400@gmail.com

October 25, 2022

To whom it may concern:

Hello, my Name is Carl Bursell and I am the Fire Chief for Lone Pine Fire. I am writing this to express my interest in the open seat for Lone Pine Fire Department on the EMCC committee and would like to fill that vacancy. Thank you and I look forward to hearing from you.

Carl Bursell

A handwritten signature in blue ink that reads "Carl Bursell". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Fire Chief
Lone Pine Fire Department

Marilyn Mann

From: Jacinda Thomsen <Jacinda.Thomsen@nih.org>
Sent: Thursday, October 27, 2022 9:58 AM
To: Marilyn Mann
Subject: RE: Membership Update

Marilyn and Board of Supervisors,

I Jacinda Thomsen would like to continue with the appointment of EMCC member for the next term for Northern Inyo Hospital District. I continue as the prehospital liaison nurse (PLN) for Northern Inyo Hospital and ICEMA.

Thank you,

Jacinda Thomsen, RN, BSN

Emergency Department RN, PLN, CSE
Northern Inyo Healthcare District
150 Pioneer Lane, Bishop, CA 93514
760-873-5811

From: Marilyn Mann <mmann@inyocounty.us>
Sent: Tuesday, October 25, 2022 12:09 PM
To: Emanuel, Mary Anne - EMS <MaryAnne.Emanuel@cao.sbcounty.gov>; Inyo Big Pine Fire Prot Dist *Pete Schlieker EMCC Member <ps141@excite.com>; INYO Big Pine FPD *Pete Schlieker Inyo EMCC Member <piner_pete@yahoo.com>; Joe Dell <jdell@cityofbishop.com>; INYO Independence FPD *Joe Cappello Fire Chief / Inyo EMCC Member <IVFDJOE@gmail.com>; INYO Inyo County EMCC *LeRoy Kritz Member at Large <LChief2401@yahoo.com>; INYO Lone Pine Fire Protection District *Carl Bursell Fire Chief / Inyo EMCC Member <carl_bursell2000@yahoo.com>; Jacinda Thomsen <Jacinda.Thomsen@nih.org>; INYO Olancho-Cartago FD *Charles Abbott Fire Chief / Inyo EMCC Member <olanchafd.chief@gmail.com>; INYO Sierra Lifeflight (REACH) *Lisa Davis CEP / MAC/Inyo EMCC Member <lisa.davis@gmr.net>; INYO Sierra Lifeflight (REACH) *Mike Patterson EMS Coordinator / Inyo EMCC <michael.patterson@reachair.com>; INYO So. Inyo FPD Lucas Reynolds Fire Chief <SIFPD@yahoo.com>; INYO Symons Ambulance *Judd Symons / Inyo EMCC <juddsymons@aol.com>; INYO Bishop City Council Karen Kong Inyo EMCC Representative <kkong@cityofbishop.com>; INYO City of Bishop Robin Picken City Clerk <rpicken@cityofbishop.com>; Anna Scott <ascott@inyocounty.us>; INYO County HHS Brianne Chappell-McGovern Disaster Preparedness/Prevention Specialist <bchappellmcgovern@inyocounty.us>; HHS Health Officer Distribution <healthofficer@inyocounty.us>; Meaghan McCamman <mmccamman@inyocounty.us>; Melissa Best-Baker <mbestbaker@inyocounty.us>; INYO County HHS Sonja Velarde Assistant to HHS Director <svelarde@inyocounty.us>; INYO Death Valley Natl Park Rob Wissinger Chief Ranger EMS Coordinator <rob_wissinger@nps.gov>; Jennifer Roeser <jroeser@inyocounty.us>; Anna Rudolphi <Anna.Rudolphi@nih.org>; Jenny Bates <Jenny.Bates@nih.org>; Kathryn Erickson <Kathryn.Erickson@nih.org>; Kelli Davis <Kelli.Davis@nih.org>; Wendy Derr <Wendy.Derr@nih.org>; INYO Ridgecrest Regional Hospital Celeste Gelinis ED Mgr (Inyo EMCC mailing) <celeste.gelinis@rrh.org>; INYO SIHD Colleen Wilson RN <cwilson@sihd.org>; INYO SIHD Maritza Perkins Admin Assistant to CEO <mperkins@sihd.org>; INYO SIHD Michael Floyd CNO <mfloyd@sihd.org>; INYO So. Inyo Hospital Peter Spiers CEO <pspiers@sihd.org>; Dan Tothoroh <dtothoroh@inyocounty.us>; Jeff Griffiths <jgriffiths@inyocounty.us>; Rick Pucci <supervisor.pucci@gmail.com>; Matt Kingsley <mkingsley@inyocounty.us>; INYO Big Pine FPD Damon Carrington Fire Chief <bpfire301@gmail.com>; Cal Fire Yucaipa Grant Malinowski Fire Chief <grant.malinowski@fire.ca.gov>; INYO Sierra Life Flight Raymond McGrale EMT-P <raymond.mcgrale@gmr.net>; INYO Sierra Lifeflight (REACH) Veronica Kennedy EMS Coordinator <veronicakennedy22@gmail.com>; Symons Ambulance Wendy Summers Operations Manager

Marilyn Mann

From: Southern Inyo Fire PD <sifpd@yahoo.com>
Sent: Monday, December 5, 2022 10:33 AM
To: Marilyn Mann
Subject: Re: EMCC Committee

Good Morning Marilyn

You can go ahead and put me down as sifpd rep.

Thank you and look forward to meet you as well.

Chief Reynolds

Southern Inyo Fire Protection District
Working together to keep the heart of the Mojave safe!

PO Box 51 · Tecopa, CA · 92389
Phone/Fax: (760).852.4130
Email: sifpd@yahoo.com

On Sunday, December 4, 2022 at 01:11:22 PM PST, Marilyn Mann <mmann@inyocounty.us> wrote:

Hello Chief Reynolds,

We have not had an opportunity to meet, but I look forward to doing so in person the next time I am in Tecopa, CA. We are glad to have you take such an important role in our southeast area of the County. Inyo County's Emergency Medical Care Committee functions in an advisory manner to the Board of Supervisors and the local EMS Agency known as the Inland Counties Emergency Medical Agency (ICEMA). Each EMS provider has a position dedicated to represent their service area and, typically, this position is held by the Chief or designee. Danny McBrahm had been the designee. This term is set to expire at the end of the month and we will be taking an item to the Board on either the 20th or January 3 to establish appointments for expiring terms. Please confirm who you would like to represent SIFPD for the term expiring 12/31/2024. Thank you!

Marilyn Mann

HHS Director

Inyo County Dept. of Health and Human Services

1360 North Main Street, Suite 201

Marilyn Mann

From: Peter Spiers <pspiers@sihd.org>
Sent: Tuesday, October 25, 2022 12:42 PM
To: Marilyn Mann
Cc: Anna Scott; Melissa Best-Baker
Subject: Re: EMCC

Hi Marilyn,

This email confirms my desire to continue participation on the EMCC.

Thanks,
Peter

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Marilyn Mann <mmann@inyocounty.us>
Sent: Tuesday, October 25, 2022 12:11:45 PM
To: Peter Spiers <pspiers@sihd.org>
Cc: Anna Scott <ascott@inyocounty.us>; Melissa Best-Baker <mbestbaker@inyocounty.us>
Subject: EMCC

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Prior to my leaving for surgery in June, I had not received confirmation that you wanted to continue to represent the SIH on the EMCC board. If you are still the identified representative for SIH can you confirm in email and I will submit your name to the board of supervisors for appointment to complete the term ending 12/31/2023. Thanks

Marilyn Mann

HHS Director
Inyo County Dept. of Health and Human Services
1360 North Main Street, Suite 201
Bishop, California 93514
(760) 873-3305
Fax (760) 873-6505
mmann@inyocounty.us

Notice of Privacy: This information is private and confidential and intended solely for the person or persons addressed herein. If you have received this communication in error, immediately notify sender and destroy/delete any copies of this transmission. Thank you for your compliance.



Bishop Fire Department

209 W. Line Street- Bishop, CA 93514

Inyo County Health and Human Services

Marilyn Mann

(760) 873-3305

mmann@inyocounty.us

Director Mann,

Please consider me for another two-year term on the Inyo County Emergency Medical Care Committee (EMCC) as representative of the Bishop Fire Department.

Thank you, and don't hesitate to contact me with any further questions,

Joe Dell

Fire Chief

Bishop Fire Department

jdell@cityofbishop.com

(760) 873- 5485 (office)

From: [Wendy Derr](#)
To: [Marilyn Mann](#)
Subject: EMCC-Request to complete unfilled term
Date: Tuesday, December 13, 2022 8:21:07 AM

Good morning Marilyn,

This is my official request to fill the member at large vacancy for EMCC, term ending 12/31/23. Thank you for your assistance in this matter, I look forward to hearing from you.

Wendy Derr BSN, RN, MICN
ED Assistant Manager
Northern Inyo Healthcare District | 150 Pioneer Lane  Bishop, CA 93514
Office: 760-873-5811 Ext. 3798
Cell: 760-920-7839

CONFIDENTIALITY NOTICE: This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to Compliance@NIH.org and destroy this message



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3308

Appointments to the Eastern Sierra Area Agency on Aging (ESAAA) Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board: A) Change the ESAAA term of appointments from ending December 11 of a calendar year to ending on December 31 of a calendar year; and B) appoint Roger Rasche, Sandra Lund, and Heidi Dougherty to unexpired 2-year terms on the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council ending December 31, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of the Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. The terms of four (4) current members are set to expire on December 11, 2022, which will result in a total of five (5) vacancies. Four existing Advisory Council members have expressed interest in continuing in their role on the Council and a recruitment for the remaining vacancy is underway.

The following is a list of the applicants with an identification of the membership category that they fill:

Name	60 yrs +	Low Income	Disabled	Supportive Service Provider	Health Care Provider	Family Caregiver	Private/Volunteer Leader	Other
Roger Rasche	X	X	X				X	
Sandra Lund	X						X	
Heidi Dougherty	X				X		X	

The department respectfully requests your Board reappoint Roger Rasche, Sandra Lund, and Heidi Dougherty to the ESAAA Advisory Council. Additionally, the department requests that the terms of these appointments be adjusted to reflect an end date of December 31, 2024, and that the remaining ESAAA Council positions, six (6) in total, have the 2-year term end dates be adjusted to an end-of-year date.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should your Board not authorize the reappointment of three residents to the ESAAA Advisory Council, the 9-member Council will have a total of 5 vacancies (one remains vacant), resulting in the Council not being able to establish a quorum for the purposes of taking action.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Social Services, California Department of Aging, and California Indian Legal Services

ATTACHMENTS:

1. ESAAA Advisory Council - Rasche Letter of Interest
2. ESAAA Advisory Council - Dougherty Letter of Interest.msg
3. ESAAA Advisory Council - Lund Letter of Interest.msg

APPROVALS:

Marilyn Mann	Created/Initiated - 12/5/2022
Darcy Ellis	Approved - 12/6/2022
Marilyn Mann	Final Approval - 12/14/2022

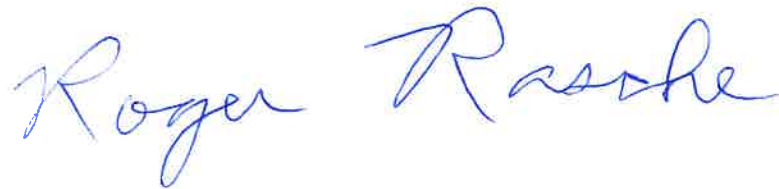
December 6, 2022

To Whom It May Concern:

I would like to continue to serve on the ESAAA Advisory Council through December 31, 2024.

Thank you,

Roger Rasche

A handwritten signature in blue ink that reads "Roger Rasche". The signature is written in a cursive style with a large, prominent "R" at the beginning of the first name.

From: [Marilyn Mann](#)
To: [Heidi Dougherty](#)
Subject: RE: ESAAA
Date: Tuesday, December 6, 2022 8:40:00 AM

Thank you for confirming your desire to remain a member of the ESAAA Advisory Council. We will be confirming the next meeting date by Friday and I will send out a Save the Date. Thank you Heidi!

Marilyn Mann

HHS Director
Inyo County Dept. of Health and Human Services
1360 North Main Street, Suite 201
Bishop, California 93514
(760) 873-3305
Fax (760) 873-6505
mmann@inyocounty.us

Notice of Privacy: This information is private and confidential and intended solely for the person or persons addressed herein. If you have received this communication in error, immediately notify sender and destroy/delete any copies of this transmission. Thank you for your compliance.



From: Heidi Dougherty <hdougherty@sierragem.com>
Sent: Tuesday, December 6, 2022 8:37 AM
To: Marilyn Mann <mmann@inyocounty.us>
Subject: ESAAA

Yes, I will continue. Please confirm next meeting, January 25th.

Heidi Dougherty

From: [Sandy Lund](#)
To: [Marilyn Mann](#)
Subject: ESAAA
Date: Monday, December 5, 2022 5:08:01 PM

[You don't often get email from slund43@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Marilyn - I would like to be considered for another term on the “Eastern Sierra Agency on Aging. Thank you for consideration and the opportunity to learn what Inyo County does for our Senior citizens

Sandra Lund
PO Box 62
Big Pine, Ca



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3299

Authorizing Resolution to Apply for a Regional Early Action Grant (REAP) 2 Grant Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Request Board consider, approve, and authorize the Chairperson to sign Resolution No. 2022-53 authorizing the application and receipt of REAP 2 grant funds.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County's 6th Cycle General Plan, Housing Element Update, required significant changes to obtain approval from the State Department of Housing and Community Development (HCD). These changes now require subsequent updates to the zoning code and potentially the General Plan's Land Use Element to be in compliance with the changes to the Housing Element, State Housing law and the requirements per HCD.

Funding

Regional Early Action Grant 2021 (REAP) 2 funding is being directed at planning assistance that helps to achieve housing goals related to infill and affordable housing and transit oriented development and Affirmatively Furthering Fair Housing principles. The application for this funding is out and is due by December 31, 2022. Staff is requesting \$220,000.

Proposed Project

Staff is proposing to use the grant funds to hire a consultant to work with Planning Department staff to evaluate the county's current residential and commercial zones that allow for residential development. This work will include reviewing current zoning design standards and General Plan densities to find ways to provide more infill development as well as conduct the necessary CEQA analysis on any proposed changes. This work will include evaluating lot sizes, setbacks, height and parking standards, accessory dwelling units and floor area ratios. A review for areas where it might be beneficial to change zoning from single family to multiple family residential will also be part of this work. The communities of Lone Pine, Independence and Big Pine will be the focus of the project. Another primary component will be working with the communities to determine the best menu of infill options by conducting public workshops and outreach meetings.

FISCAL IMPACT:

Funding Source	Staff time spent on the grant application will come from General Fund resources.	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Housing and Community Development

ATTACHMENTS:

1. REAP Resolution

APPROVALS:

Cathreen Richards	Created/Initiated - 12/7/2022
Darcy Ellis	Approved - 12/8/2022
John Vallejo	Approved - 12/8/2022
Amy Shepherd	Approved - 12/8/2022
Nate Greenberg	Approved - 12/14/2022
Cathreen Richards	Final Approval - 12/14/2022

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE INYO COUNTY PLANNING DIRECTOR TO APPLY FOR REAP 2.0 FUNDING

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Rural Entities;

WHEREAS, the Department is authorized to provide up to \$30,000,000 to Rural Entities (“Applicant”) listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning grants program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10.

WHEREAS, Applicant is a Rural Entity eligible to submit a Request for Funds pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1).

WHEREAS, the Department shall approve the Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between the Department and REAP 2.0 Grant Recipients;

NOW THEREFORE BE IT RESOLVED BY THE INYO COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. The County of Inyo is hereby authorized and directed to request an allocation of funds not to exceed \$220,000 (the amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)).
2. The Planning Director is authorized to execute the Request for Funds, on behalf of the County of Inyo as required by the Department for receipt of REAP 2.0 funds.
3. When the County of Inyo receives an allocation of REAP 2.0 funds in the authorized amount of \$220,000 from the Department pursuant to the above referenced Request for Funds, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.08(c)(1), as approved by the Department and in accordance with all REAP 2.0 requirements, guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant the County of Inyo and the Department.
4. The Planning Director is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$220,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 Allocation, the

County of Inyo's obligations related thereto and all amendments the Department deems necessary and in accordance with REAP 2.0.

5. The County of Inyo hereby consents to, adopts, and ratifies all of the above.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors County of Inyo this 20th day of December, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Roeser, Vice Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
Clerk of the Board

By: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3267

Routine Maintenance Agreement with the California Department of Fish and Wildlife

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Chris Cox

ITEM PRESENTED BY

Chris Cox

RECOMMENDED ACTION:

Request Board approve the Routine Maintenance Agreement between the County of Inyo and the California Department of Fish and Wildlife for the period of January 1, 2023 through December 31, 2033, contingent upon the Board's approval of future budgets, and authorize the Public Works Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Certain maintenance activities required at Inyo County parks and campgrounds are governed by Fish and Game Code 1602, as they have potential to adversely affect existing fish or wildlife resources. These activities include the removal of sediment in and around bridges, culverts, and other structures; vegetation management; removing vegetation from stream channel beds and from the banks; maintaining existing facilities; and conducting minor culvert repair.

In the absence of an RMA, each maintenance project would require a separate Lake and Streambed Alteration Agreement, which would be an onerous process for both agencies. The Parks Department worked with CDFW to develop procedures and best practices for the ongoing maintenance activities, which are defined in this agreement.

Leslie Chapman and Rick Benson both worked on this agreement in years past. An initial permit fee of \$7,172.50 was paid on 2/21/2019. The Parks Department has ordered a "Hockney Boat" for cutting tules in both the Millpond and Diaz Lake. The boat should arrive in January 2023. It is the opinion of staff and CDFW that a permit is required for these cutting activities to take place.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076900
Budgeted?	Yes	Object Code	5311
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enter into this Routine Maintenance Agreement. An initial permit fee of \$7,172.50 was paid in 2019.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

CDFW

ATTACHMENTS:

1. CDFW Parks Routine Maintenance Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 11/23/2022
Darcy Ellis	Approved - 11/29/2022
Breanne Nelums	Approved - 11/30/2022
John Pinckney	Approved - 12/13/2022
John Vallejo	Approved - 12/13/2022
Amy Shepherd	Approved - 12/13/2022
Michael Errante	Final Approval - 12/14/2022

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764



LAKE and STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2019-0061-R6

INYO COUNTY PARKS & RECREATION DEPARTMENT
ROUTINE MAINTENANCE AGREEMENT

This Lake and Streambed Alteration Agreement for Routine Maintenance (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Inyo County Parks and Recreation Department (Permittee) as represented by Michael Errante, Inyo County Director of Public Works.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on March 04, 2019 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Routine Maintenance activities could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, this Agreement is entered into between CDFW and Permittee, is for the purpose of delineating, defining and authorizing Routine Maintenance activities within Permittee's County campground and park facilities.

WHEREAS, in order to avoid future conflicts, it is mutually beneficial to delineate and define Routine Maintenance, to establish procedures to expedite maintenance activities, and to provide for the protection and continuance of existing fish or wildlife resources during such maintenance activities.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Routine Maintenance activities in accordance with the Agreement.

PROJECT LOCATION

The work authorized by this Agreement will occur in 12 County campgrounds and parks in the County of Inyo, State of California. Maps for each Project location where Routine Maintenance activities will be performed can be found in Exhibit A. The Project locations and associated waterbodies include:

Project Location

1. Baker Creek Campground
2. Dehy Park
3. Diaz Lake Campground
4. Independence Creek Campground
5. Izaak Walton Park
6. Millpond Park
7. Brown's Millpond Campground
8. Pleasant Valley Campground
9. Portuguese Joe Campground
10. Lone Pine (Spainhower) Park
11. Taboose Creek Campground
12. Tinnemaha Campground

Waterbody

Baker Creek
Independence Creek
Diaz Lake, Diaz Creek
Independence Creek
South Fork Bishop Creek
Millpond Lake & McGee Creek
McGee Creek
Owens Rivers
Lone Pine Indian Irrigation Ditch
Spainhower Park Irrigation Ditch
Taboose Creek
Tinnemaha Creek

PROJECT DESCRIPTION

Routine Maintenance activities performed at the County campgrounds and parks include the removal of sediment in and around bridges, culverts, storm drain outlets and inlets, and water diversion structures, stream channel beds, stream channel banks, and ponds or lakes; vegetation management including, limbing and trimming of branches and tree limbs, removing fallen trees, and removing dead (not dormant) trees and shrubs; removing vegetation from stream channel beds and from the banks with non-motorized hand tools, mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws, and mowing; maintaining existing facilities; and conducting minor culvert repair.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: willow flycatcher (*Empidonax traillii*), prairie falcon (*Falco mexicanus*), Swainson's hawk (*Buteo swainsoni*), red-tailed hawk (*Buteo jamaicensis*), American kestrel (*Falco sparverius*), bank swallow (*Riparia riparia*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), golden eagle (*Aquila chrysaetos*), western fence lizard (*Sceloporus occidentalis*), Owens speckled dace (*Rhinichthys osculus robustus*), brown trout (*Salmo trutta*), largemouth bass (*Micropterus salmoides*), bluegill sunfish (*Lepomis macrochirus*), cattail (*Typha sp.*), bulrush (*Scirpus sp.*), rushes (*Juncus articus* and *Juncus mexicanus*), elm (*Ulmus sp.*), coyote willow (*Salix exigua*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), and other birds, raptors, reptiles, mammals, amphibians, fish, special status plants and all other fish and wildlife resources, including riparian vegetation which provides habitat for such species in the area.

The adverse effects the Routine Maintenance activities could have on the fish or wildlife resources identified above include disturbance to, alteration of, and temporary loss of nesting and foraging habitat.

DEFINITIONS

Construction Site Best Management Practices (BMP's). BMP's are a method or combination of methods, which Permittee shall implement, to prevent or reduce the movement or discharge of sediment, nutrients, construction materials, or other pollutants from the land to surface or ground water, to protect water quality and biological resources from potential adverse Routine Maintenance activities. Examples of BMP's may include placement of silt fencing, sediment traps, fiber rolls, straw bales, and gravel or sandbags to prevent water contamination. Other construction site BMP measures may include temporary and/or permanent soil stabilization by mulching, hydroseeding, replanting or applying binders, de-siltation basins, storm drain inlet protections and street sweeping.

Bridges. Bridges are structures that span more than 20-feet, measured along the centerline of the road between under copings of abutments, and multiple span structures, including culverts, where the total measurement of the individual spans are in excess of 20-feet, measured from center to center of supports along the centerline of the road and the distance between individual culvert barrels is less than one-half the culvert diameter.

Culverts. Culverts are water conduits that allow rivers and streams to cross under County roads and Routes.

Drains. Drains are conduits that intercept and discharge surplus ground or surface water from the roadway or shoulders.

Equipment. Hand tools, chainsaws, string trimmers, zero turn mower, backhoe, tractor, tule boat cutter (Hockney boat), excavator and loaders.

Facilities. Facilities are man-made structures including but not limited to ponds, lakes, culverts, bridges, down- and over-side drains and training dikes operated and maintained by Permittee.

Large Woody Debris. Refers to any dead and down woody material that is greater than four (4) inches in diameter at breast height (DBH).

Qualified Biologist. Means an Inyo County biologist or a CDFW approved contract biologist with at least six months of experience with relevant species and ecosystems. Permittee may request CDFW approval of a biologist by submitting a resume at least thirty (30) days prior to the proposed start date.

Routine Maintenance. Routine Maintenance is recurring maintenance work (either scheduled or predictable) that is necessary to maintain the functional integrity of Permittee's existing facilities within perennial and ephemeral streams, lakes, ponds and

rivers. It does not include any activity that would result in a change to the design capacity or existing footprint of a facility.

Sediment. Sediment means coarse bedload material, sand, silt, and gravel.

Waterways. Waterways include perennial and ephemeral rivers, streams, brooks, canals, and ditches (including concrete lined) in Inyo County.

ROUTINE MAINTENANCE ACTIVITIES

1. Sediment Removal. Permittee may remove sediment which has already entered the watercourse or waterbody in and around ponds, lakes, bridges, culverts, storm drain outlets, and water diversion structures. A small backhoe or excavator may be used to remove sand from pond supply intakes and inlets. If Permittee performs the work described in this subsection with mechanical equipment, the Permittee must:
 - a. Implement erosion/sediment control BMPs as described in **Measure 2.13** to prevent streambed material from flowing downstream.
 - b. Not temporarily stockpile sediment on existing riparian and/or wetlands habitat; and
 - c. Place sediment in a designated upland area, either road or other compact surface, so that material will not wash back into the waterway, until sediment can be removed and disposed of at an approved disposal facility off site.
2. Clearing Excessive Vegetation. Permittee may clear dead and wind fallen trees with chain saws; remove tules with a tule-boat (Hockney boat) cutter; remove creek debris with hand tools and chain saws; and mow brush and grass with tractors and zero turn mowers.
3. Tree and Brush Trimming. Permittee may trim trees and brush with string trimmers and chainsaws.
4. Clearing and Removing Pond Sludge. Permittee may remove excessive sludge in ponds with an excavator.
5. Culvert and Supply Pipe Clearing. Permittee may clear culvert blockages (when water is backing up above the culvert) and supply pipe blockages using hand tools or a small implement tractor and following BMPs outlined in **Measure 2.13** of the Agreement.

Work Not Authorized by This Agreement

1. Emergency Work. This Agreement does not apply to emergency work performed by Permittee.
2. Work Other Than Routine Maintenance. Before performing work not covered by this Agreement, and if subject to section 1602, Permittee shall notify CDFW and obtain a separate Lake or Streambed Alteration Agreement.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Annual Fees. This Agreement is subject to annual fees of \$305.25 per Routine Maintenance which are subject to annual change per the most current Fee Schedule found at: <https://wildlife.ca.gov/Conservation/LSA#55227743-fees>. For this Agreement, an annual term shall begin January 1 of any year, and end December 31 of the same year (e.g., the 2020 annual term will be from January 1, 2020 – December 31, 2020). Annual fees for all Routine Maintenance Projects completed during an annual term will be due no more than 30 days from the completion of the annual term (January 31 following the end of the annual term), along with each year's Annual Report (refer to **Measure 3.2**).
- 1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall present them to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.3 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.4 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.

- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take of any state- or federally listed threatened, endangered, or fully protected species. Take of any California Endangered Species Act (CESA) listed species is prohibited except as authorized by state law (Fish and G. Code § 2080 & 2085). Consequently, if a Project, including Project construction or any Project related activity during the life of the Project, results in take of CESA-listed species, CDFW recommends that the Permittee seek appropriate authorization prior to Project implementation. This may include an incidental take permit (ITP) or a consistency determination (Fish and G. Code § 2080.1 & 2081).
- 1.7 Take of Nesting Birds. This Agreement does not authorize take of nesting birds. Sections 3503, 3503.5 and 3513 pursuant to the Fish and Game Code prohibit the take of all birds, their active nests and eggs, including raptors and other migratory non-game birds (as listed under the United States Migratory Bird Treaty Act).
- 1.8 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Worker Environmental Awareness Training. Permittee shall provide for a qualified biologist to give a Worker Environmental Awareness Training (WEAT) to all of its employees, representatives, agents, contractors, and subcontractors on the terms and conditions of this Agreement prior to starting work under the Agreement. Permittee shall provide a copy of the WEAT presentation materials and a trainee sign in sheet to CDFW in the Annual Report (**Measure 3.2**).
- 2.2 Nesting Bird Avoidance. Permittee may not perform Routine Maintenance activities that will disturb woody vegetation from February 15 to September 31 where nesting birds could be adversely affected unless a CDFW approved qualified biologist surveys the area for nesting birds no more than three (3) days prior to implementation of activities and determines no nesting birds are present.
- 2.3 Limited Ingress/Egress. Permittee shall make every effort to access all work areas using existing ingress/egress routes. If alternative ingress/egress routes are required, Permittee shall submit the alternate route prior to construction activities for CDFW approval, if the new access route includes activities subject to Fish and Game Code section 1600.
- 2.4 Pollution and Litter. Permittee shall comply with all litter and pollution laws, including Fish and Game Code section 5650. All contractors, subcontractors, and

employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

- 2.4.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may wash into waters or be subjected to high storm flows.
 - 2.4.2 Spoil sites shall not be located within 150 feet of a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil could be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
 - 2.4.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering waterways subject to section 1600 *et seq.* These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
 - 2.4.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed within 150 feet of where it may be washed by rainfall or runoff into waterways subject to section 1600 *et seq.* When operations are completed, any excess materials or debris shall be removed from the work area. No trash shall be deposited within one hundred and fifty (150) feet of the high-water mark of any lake, streambed, or flowing stream.
 - 2.4.5 Permittee may remove all human generated debris, such as lawn and farm cuttings, garbage, and trash from waterways and areas subject to section 1600 *et seq.* Such debris shall not be placed in a waterway or on its bank, or where it may be washed by rainfall or runoff into waterways subject to section 1600 *et seq.*
- 2.5 Waste Collection and Disposal. Permittee shall pick up and contain in a closed container all debris and waste daily at Project locations. Collected waste and debris shall be disposed of off-site.
- 2.6 Equipment and Vehicles. Permittee shall comply with the following:
- 2.6.1 Any equipment or vehicles driven and/or operated while conducting a

Project activity shall be checked daily and maintained as needed to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. Prior to working within or on a lake or stream bed, bank, or channel, all equipment shall be closely examined for oil and fuel discharges. Any contaminants shall be cleaned prior to any work within a streambed and all equipment shall be maintained daily. In addition, equipment being moved between watersheds shall be cleaned by Permittee to ensure non-native invasive species are not introduced into work areas or spread throughout waterways.

- 2.6.2 All heavy equipment that will conduct a Project activity shall be cleaned by Permittee at a staging or maintenance area prior to entry into CDFW jurisdictional habitat to prevent discharge of materials deleterious to aquatic life including invasive species, oil, grease, hydraulic fluid, soil and other debris.
 - 2.6.3 Equipment maintenance or fueling shall be done at least 150 feet outside of any stream bed, channel and banks or lake margin and away from where petroleum products or other pollutants from the equipment could wash into a stream or lake.
 - 2.6.4 Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located at least 150 feet outside of any stream bed, channel and banks and away from where material could wash into a stream or lake.
 - 2.6.5 All equipment shall carry suitable spill containment equipment to handle a catastrophic spill/leak. This may include oil absorbent pads, booms, or skimmers, as appropriate.
 - 2.6.6 Permittee shall begin the cleanup of all spills immediately. Permittee shall notify CDFW immediately (within 24 hours) of any spills that occur because of activities covered under this Agreement and shall consult with CDFW regarding cleanup procedures. Permittee shall have all spill clean-up equipment on site during construction.
- 2.7 Restriction of Equipment Access. Only the bucket of the excavator/backhoe may operate in water-covered portions of a waterway. At no time shall the main body of the excavator/backhoe enter water-covered portions of the waterway, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed. Sediment control measures to minimize turbidity/siltation shall be implemented.
- 2.8 Escape Ramps. Permittee shall visually check all open trenches and other construction materials daily for the presence of wildlife sheltering within them. Trenches and open pits shall be covered at the end of each workday so as to

prevent wildlife from entering. If wildlife is encountered in open trenches or pits, Permittee shall place an escape ramp at each end of the open trench or pit to allow any animals that may have become entrapped to climb out. The ramp may be constructed of dirt, fill, wood planking or other suitable material that is placed at an angle no greater than thirty degrees.

- 2.9 Vegetation Removal. Vegetation removal shall be completed by hand when feasible. Herbicides shall not be used without prior consultation with CDFW. Cleared or trimmed vegetation and woody debris may be disposed of at an approved disposal facility off-site or used for chipping and/or erosion control on-site. Fallen trees, tree limbs, and other large woody debris may be used for bank stabilization or used to enhance wildlife habitat. Vegetation along waterways shall not be disturbed or removed in excess of what is necessary to accomplish Routine Maintenance activities described in this Agreement or as otherwise authorized by CDFW. Precautions shall be taken to avoid damage to non-target vegetation by people or equipment. Where appropriate, roots and stumps may be left to facilitate regrowth. CDFW prefers that dead trees be preserved whenever possible as they provide habitat for various wildlife species.
- 2.10 Protection of Riparian Vegetation. Removal of live native riparian trees or woody riparian vegetation greater than or equal to 4-inches DBH is not authorized under this Agreement. Where native trees or woody riparian vegetation such as willows split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree.
- 2.11 Restoration of Original Gradient. If the gradient of any CDFW jurisdictional drainages is altered during work activities, Permittee shall return its contours as close as possible to pre-project conditions. Pre-project condition shall be defined by engineered plans established prior to commencement of Project activities. Permittee shall be liable for restoration of contours to pre-project conditions if subsequent erosion is caused by the work conducted.
- 2.12 Change of Conditions. Permittee shall notify CDFW of any change of conditions to the Project, the jurisdictional impacts, or the mitigation efforts, if the conditions at the site of a proposed Project change in a manner which increases or decreases the risk that a fish or wildlife resource may be substantially adversely affected by the proposed Project. The notifying report shall be provided to CDFW no later than seven (7) days after the change of conditions is identified. As used here, change of condition refers to the process, procedures, and methods of operation of a Project, the biological and physical characteristics of a Project area, or the laws or regulations pertinent to the Project as defined below. A copy of the notifying change of conditions report shall be included in the Annual Reports described below.
- a. Biological conditions: A change in biological conditions includes, but is not limited to, the following:

- I. the presence of a fish or wildlife resource within or adjacent to the Project area, whether native or non-native, not previously known to occur in the area; or
 - II. the presence of a fish or wildlife resource within or adjacent to the Project area, whether native or non-native, the status of which has changed to endangered, rare, or threatened, as defined in section 15380 of Title 14 of the California Code of Regulations.
- b. Physical conditions: A change in physical conditions includes, but is not limited to, the following:
- I. a change in the morphology of a river, stream, or lake, such as the lowering of a bed or scouring of a bank, or changes in stream form and configuration caused by flooding.
 - II. the movement of a river or stream channel to a different location.
 - III. a reduction of or other change in riparian vegetation on the bed, channel, or bank of a river, stream, or lake, or
 - IV. changes to the hydrologic regime such as fluctuations in the timing or volume of water flows in a river or stream.
- c. Legal conditions: A change in legal conditions includes, but is not limited to, a change in Regulations, Statutory Law, a Judicial or Court decision, or the listing of a species, the status of which has changed to endangered, rare, or threatened, as defined in section 15380 of Title 14 of the California Code of Regulations.
- 2.13 Best Management Practices (BMPs). Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants into streams and waterbodies during Project activities. Examples of BMP's may include placement of silt fencing, sediment traps, fiber rolls, straw bales, and gravel or sandbags to prevent water contamination. Other construction site BMP measures may include temporary and/or permanent soil stabilization by mulching, hydroseeding, replanting or applying binders, de-siltation basins, storm drain inlet protections and street sweeping. BMPs shall be monitored by a CDFW approved biologist and repaired if necessary, to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be

made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

- 2.14 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants (such as Eurasian Milfoil [*Myriophyllum spicatum*], and perennial pepperweed [*Lepidium latifolium*]), animals (like New Zealand mudsnail [*Potamopyrgus antipodarum*]), and microbes (e.g., algae, fungi, parasites, bacteria, etc.) from one Project site and/or waterbody to another (Fish and G. code § 702 and 2300). Permittee shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the stop Aquatic Hitchhikers websites: <http://www.protectyourwaters.net/>.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification Request Form (NRF). Permittee shall submit a proposed NRF to CDFW *at least two (2) weeks* prior to the beginning of work every Monday of every week (if Monday is a holiday, then the next business day). Notifications shall be transmitted by email to **Alyssa.Marquez@wildlife.ca.gov**. The subject line of any electronic mail pursuant to this term shall contain the phrase "Notification Request Form- SAA # 1600-2019-0061-R6." Upon receipt of a NRF, CDFW shall determine if the Routine Maintenance work may proceed as scheduled, and that it meets the required avoidance measures and authorized work described in this Agreement, or if the work may not be executed under this Agreement and will require a separate 1600 notification and CEQA analysis. Permittee shall also notify CDFW on the NRF upon the completion of authorized work described in the NRF within one (1) week of Project completion.
- 3.2 Annual Reports. An Annual Report shall be submitted by Permittee by January 31 of each year summarizing the location and type for all Routine Maintenance activities, attaching all NRF's, including any problems relating to the protective measures of this Agreement that occurred during the calendar year. If any biological surveys or monitoring was performed during the calendar year, Permittee shall attach the Monitoring Reports and Biological Survey Reports as an appendix to the Annual Report. Permittee shall also summarize activities anticipated for the following calendar year. These reports will at a minimum provide

dates, personnel, name of the Project, results, and actions taken if any. An analysis of the effectiveness of the conditions of this Agreement relative to minimizing impacts to fish and wildlife shall also be included along with suggestions for improvement. This report shall be sent via email to **R6LSAReporting@wildlife.ca.gov** and **Alyssa.Marquez@Wildlife.ca.gov**.

- 3.3 **Status Reports**. Every four (4) years during the term of this Agreement, until the Agreement expires, a Status Report shall be submitted to CDFW via email to **R6LSAReporting@wildlife.ca.gov** and **Alyssa.Marquez@Wildlife.ca.gov** no later than 60 days prior to the end of each four-year period (no later than November 1 of each 4 year period), and shall include the following information:
- a. a copy of the original Agreement and any amendments.
 - b. the status of the activities covered by the Agreement.
 - c. an evaluation of the success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may substantially adversely affect.
 - d. a discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
- 3.4 **CNDDDB Reporting**. If any sensitive species are observed on or in proximity to the Project site, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five (5) working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: www.dfg.ca.gov/whdab/pdfs/natspec.pdf. This information shall be mailed within five (5) days to: California Department of Fish and Wildlife, Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information shall also be mailed within five (5) days to the Department of Fish and Wildlife Region 6, 787 North Main Street, Suite 220, Bishop, CA 93514 Attn: Alyssa Marquez. **Please reference SAA # 1600-2019-0061-R6.**

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Chris Cox
168 N, Edwards St

Independence, CA 93526
ccox@inyocounty.us

To CDFW:

California Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764

Attn: Lake and Streambed Alteration Program – Alyssa Marquez
Notification #1600-2019-0061-R6
Alyssa.Marquez@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on **November 2, 2032**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit A. Project Location Maps

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR INYO COUNTY PARKS DEPARTMENT

Board Chair
Inyo County Board of Supervisors

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Alisa Ellsworth
Environmental Program Manager

Date

Prepared by: Alyssa Marquez
Environmental Scientist

APPENDIX A

Facility

Baker Creek Campground

Dehy Park

Diaz Lake Campground

Independence Creek Campground

Izaak Walton Park

Lone Pine Park

Pleasant Valley Campground

Portagee Joe Campground

Taboose Creek Campground

Waterway

Baker Creek

Independence Creek

Diaz Lake

Diaz Creek

Los Angeles Aquaduct

Independence Creek

South Fork Bishop Creek

Lone Pine Park Irrigation Ditch

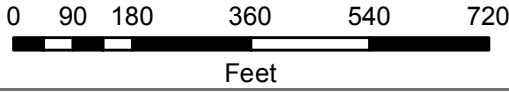
Owens River

Lone Pine Indian Irrigation Ditch

Taboose Creek

Baker Creek Campground

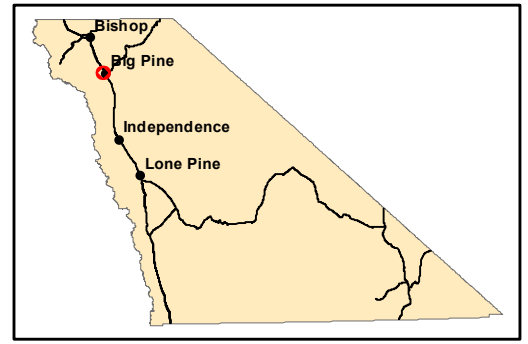
1010 Baker Creek Rd



All watercourses within the jurisdictional boundaries where maintenance will occur

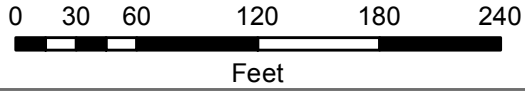


Jurisdictional boundaries within the project area



Dehy Park

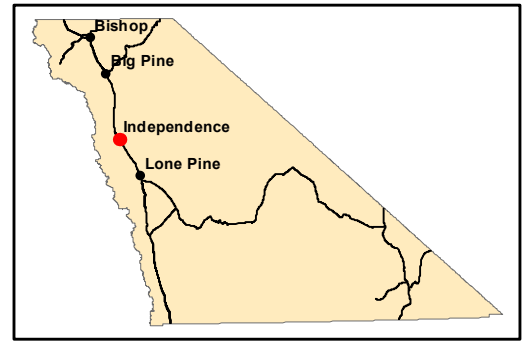
435 N Edwards St



All watercourses within the jurisdictional boundaries where maintenance will occur



Jurisdictional boundaries within the project area



118°12'10"W



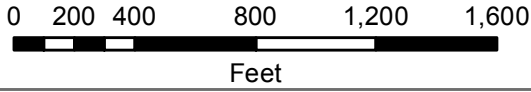
36°48'20"N

36°48'20"N

118°12'10"W

Diaz Lake Campground

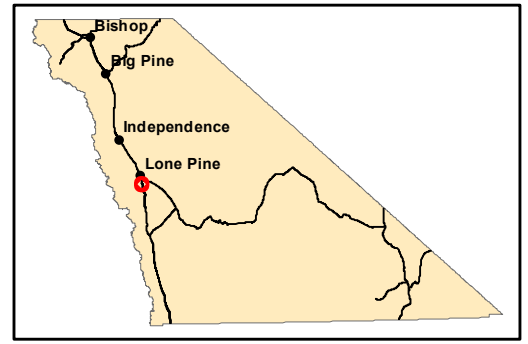
5001 S Hwy 395



All watercourses within
the jurisdictional
boundaries where
maintenance will
occur

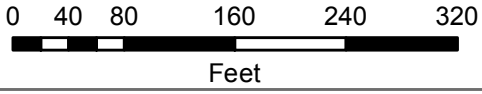


Jurisdictional boundaries
within the project area



Independence Creek Campground

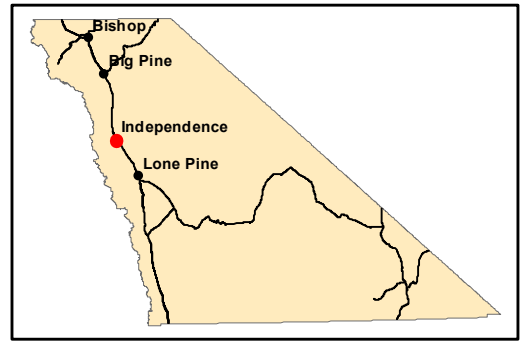
1005 Onion Valley Rd



All watercourses within the jurisdictional boundaries where maintenance will occur



Jurisdictional boundaries within the project area



118°12'30"W

118°12'25"W

118°12'20"W

36°47'55"N

36°47'55"N

36°47'50"N

36°47'50"N

Independence Creek

118°12'30"W


118°12'25"W


118°12'20"W

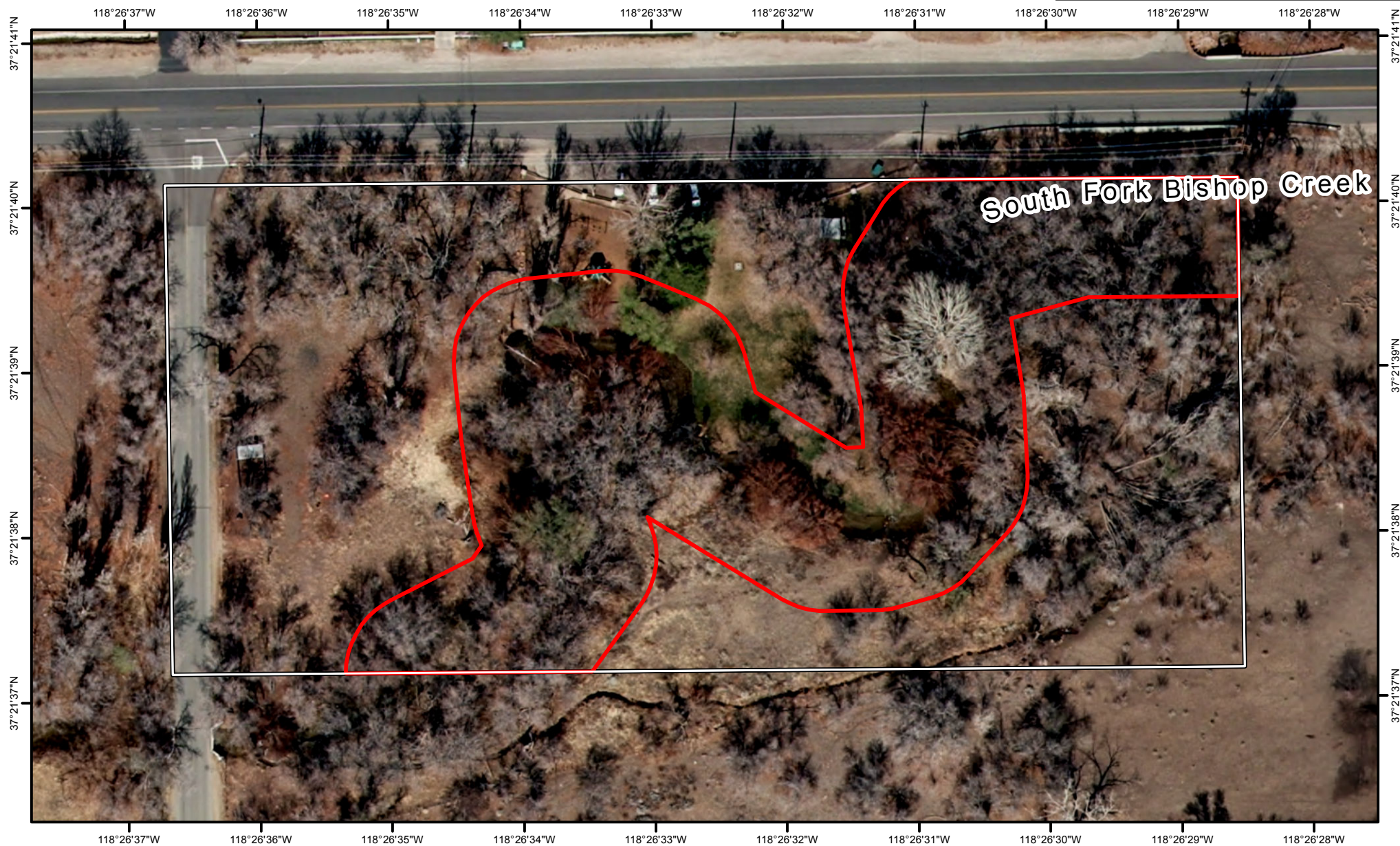
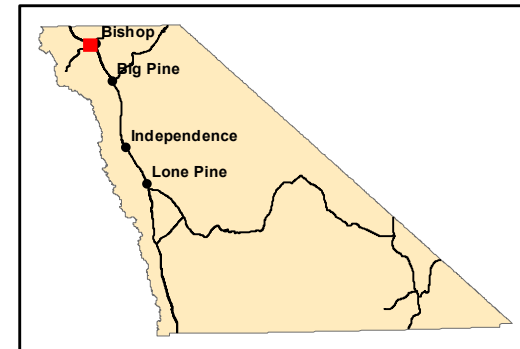
Izaak Walton Park

3600 W Line St



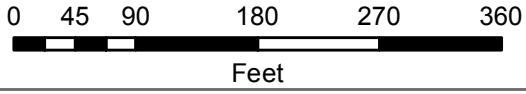
 All watercourses within the jurisdictional boundaries where maintenance will occur

 Jurisdictional boundaries within the project area



Lone Pine Park

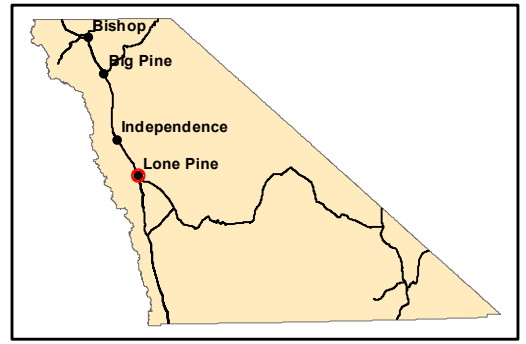
445 N Main St



All watercourses within the jurisdictional boundaries where maintenance will occur



Jurisdictional boundaries within the project area



118°40'W

118°3'55'W

118°3'50'W



36°36'35"N

36°36'35"N

36°36'30"N

36°36'30"N

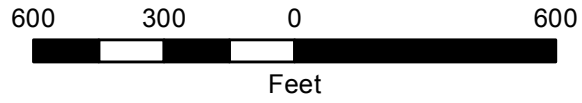
118°40'W



118°3'55'W

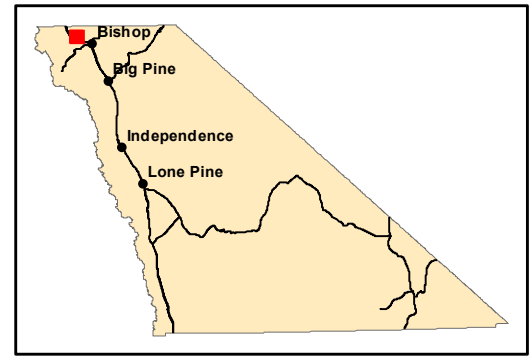
118°3'50'W

Pleasant Valley Campground

250 Pleasant Valley Dam Rd

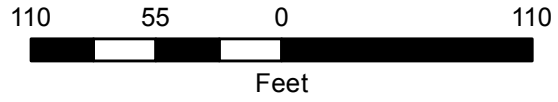




-  All watercourses within the jurisdictional boundaries where maintenance will occur
-  Jurisdictional boundaries within the project area

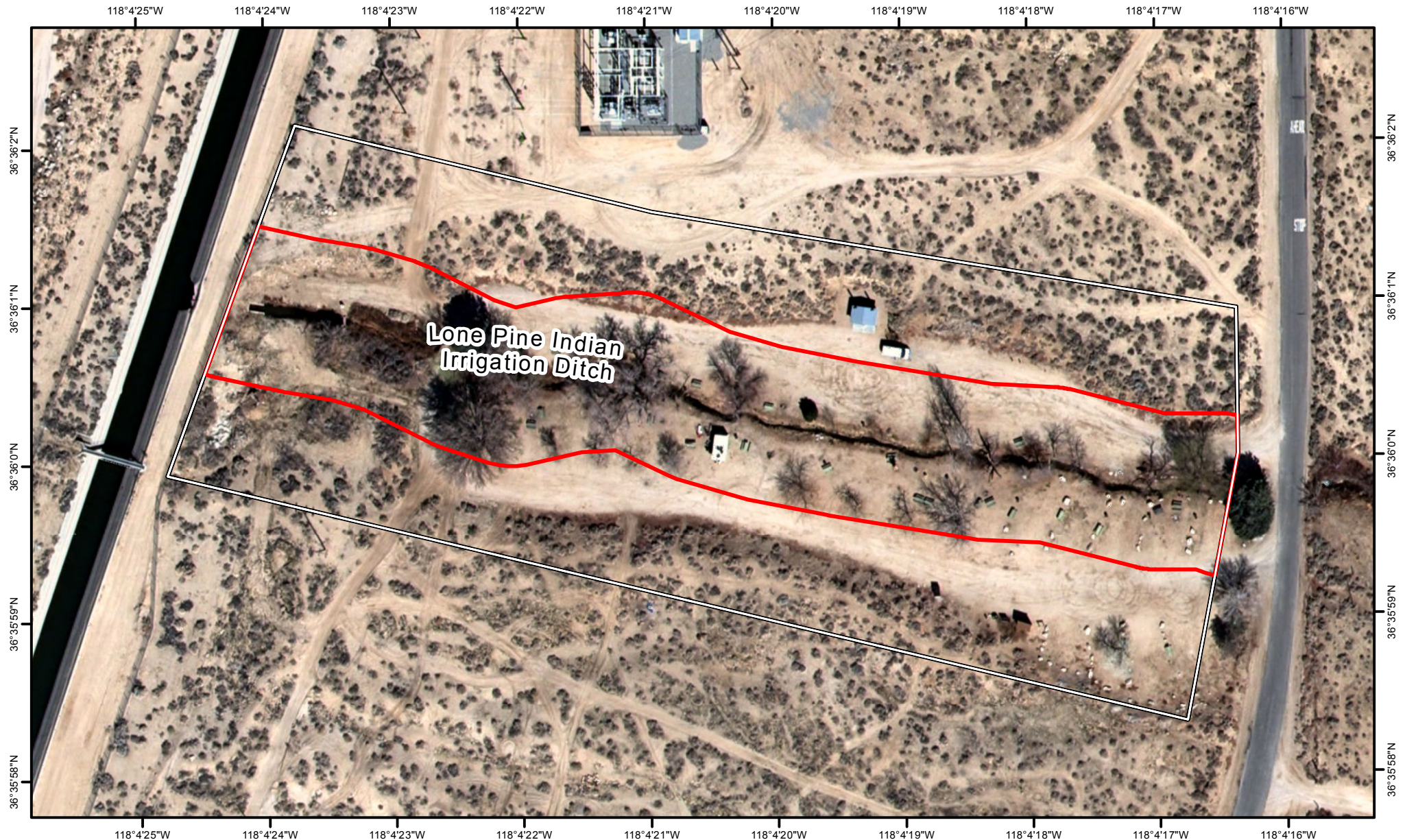
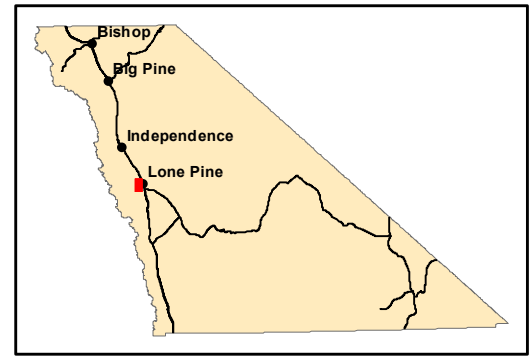


Portagee Joe Campground

101 Tuttle Creek Rd

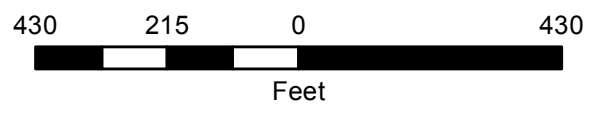




-  All watercourses within the jurisdictional boundaries where maintenance will occur
-  Jurisdictional boundaries within the project area

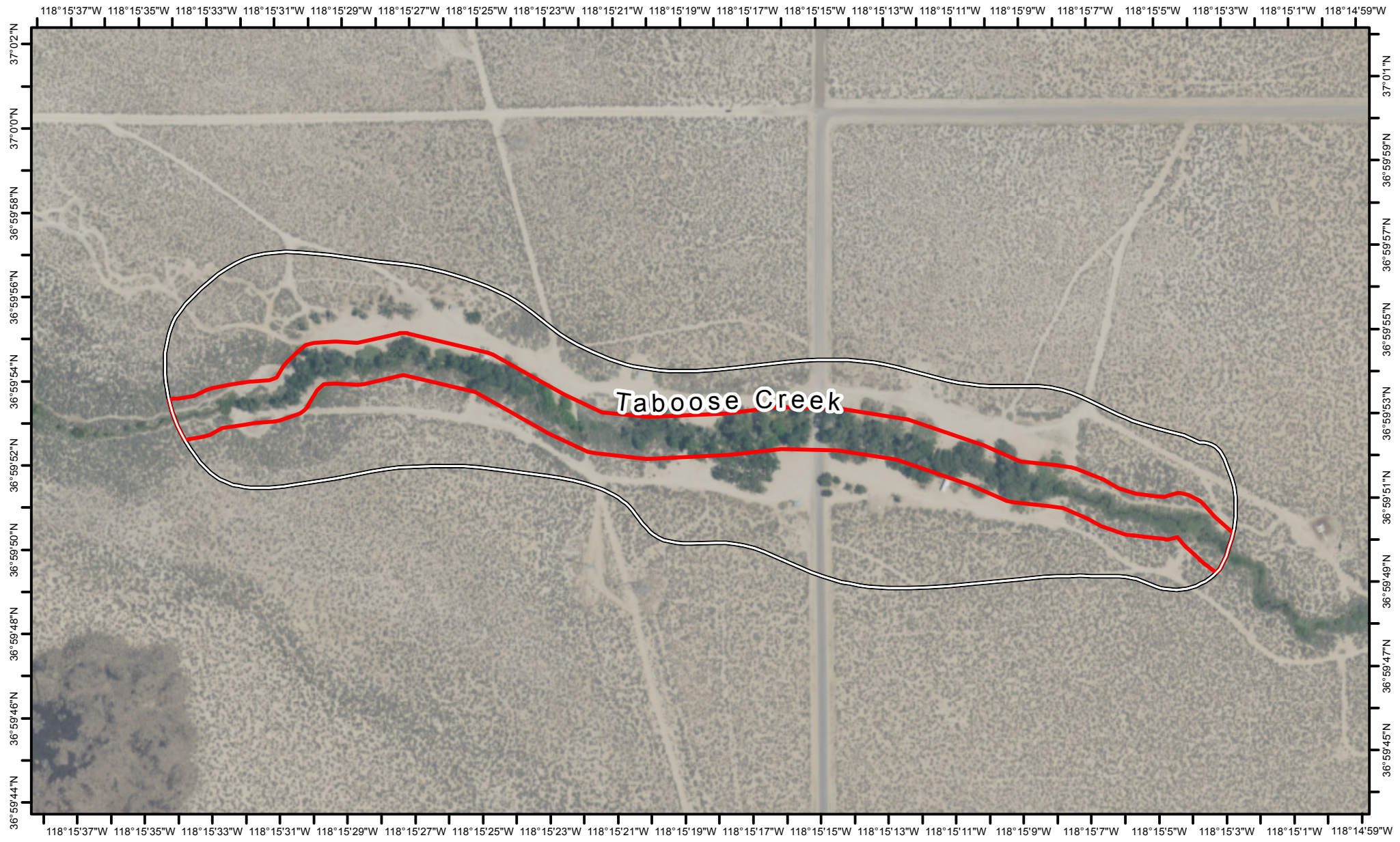
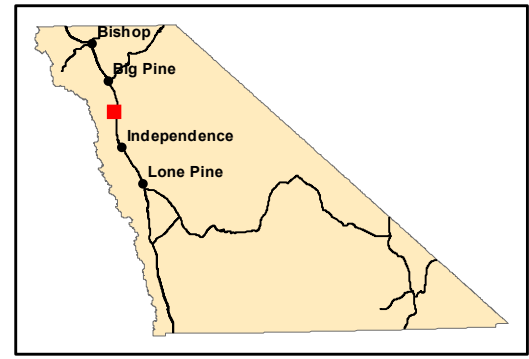


Taboose Campground

Taboose Creek Rd



-  All watercourses within the jurisdictional boundaries where maintenance will occur
-  Jurisdictional boundaries within the project area





INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3273

Waste Hauler Maximum Rate Adjustments Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board:

- A) Approve the Consumer Price Index (CPI) adjustment of 5.34%, to the portion of the Annual Service Fee Adjustment rates not associated with the tipping fees, effective January 1, 2023, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and
- B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

BACKGROUND / SUMMARY / JUSTIFICATION:

Previously, your Board approved new Waste Management "floor rates" for residential, commercial and roll-off service charged by commercial haulers. A floor rate was utilized to ensure the viability of a competitive market place for our local solid waste region, and was typically increased on an annual basis to account for inflation. Since the acquisition of Preferred Disposal by Bishop Waste, and the resulting lack of a competitive marketplace, Inyo County modified the Franchise Agreements to set a maximum rate instead of a floor rate.

Section 12.01(c) 1 of the Franchise Agreements state that " commencing on January 1, 2022 and on the same date annually thereafter (the "Adjustment Date"), the portion of the Service Fee rates not associated with tipping fees will be adjusted to account for annual inflationary increases in an amount equal to the annual percentage change in the Consumer Price Index (CPI) All Urban Consumers, Garbage and Trash Collection Component..."

Pursuant to Section 12.01(c) 2 of the Franchise Agreements states that "t the same time as the CPI Adjustment is considered the Service Fee rates shall also be adjusted to account for Franchisee's increased or decreased pass through costs as defined in Section 12.01 e. 2 during the Term of this Agreement (including, without limitation, increases to the Franchise Fee) such that cost changes shall be "passed-through" to Franchisee's customers in the form of rate adjustments."

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?		Object Code	
Recurrence			
Current Fiscal Year Impact			
There is no cost to the County from this increase in the floor rates. It will increase franchise fee revenue for the Recycling and Solid Waste program.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to reject the CPI increase and leave the current maximum rate in place.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Exhibit A - 2023 Maximum Rates

APPROVALS:

Teresa Elliott	Created/Initiated - 11/30/2022
Darcy Ellis	Approved - 11/30/2022
Teresa Elliott	Approved - 12/5/2022
Breanne Nelums	Approved - 12/5/2022
John Vallejo	Approved - 12/5/2022
Amy Shepherd	Approved - 12/5/2022
Michael Errante	Final Approval - 12/5/2022

EXHIBIT A
MAXIMUM CHARGES FOR WASTE HAULING SERVICES
AREAS A & B
INYO COUNTY
Effective January 1, 2023

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$109.65	\$189.67	\$272.85	\$360.28	\$445.78	\$533.23	\$58.73	\$42.88
3-yard	\$164.05	\$284.34	\$409.46	\$540.63	\$668.66	\$799.83	\$87.87	\$42.88
4-yard	\$208.58	\$361.06	\$510.63	\$664.09	\$817.55	\$967.71	\$111.51	\$42.88
6-yard	\$312.95	\$541.59	\$766.14	\$996.14	\$1,226.33	\$1,451.45	\$167.33	\$42.88

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>96 Gallon</u>	<u>Monthly Rate</u>	<u>Each Extra Cart</u>
1 Cart	\$ 34.97	\$ 25.52

<u>64 Gallon</u>	<u>Monthly Rate only 1 cart per household</u>
1 Cart	\$ 31.27

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
 AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

30-40 Gallon Container (Per month)

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$ 53.11	\$ 73.44	\$ 97.90	\$ 120.33	\$ 142.73

ROLL OFF BIN SERVICE

<u>Size</u>	<u>Area</u>	<u>Full Rate Per Bin*</u>	<u>Compactor Roll-Off</u>
20 yard	Bishop	\$325.30	\$406.63
	Big Pine	\$406.63	\$487.96
	Independence	\$504.22	\$585.55
	Lone Pine	\$585.55	\$666.88
	Olancha	\$715.68	\$797.00
	Round Valley	\$406.63	\$487.96
	Starlite	\$406.63	\$487.96
30 yard	Bishop	\$520.48	\$601.82
	Big Pine	\$601.82	\$683.14
	Independence	\$699.41	\$780.73
	Lone Pine	\$780.73	\$862.06
	Olancha	\$910.86	\$992.18
	Round Valley	\$520.48	\$601.82
	Starlite	\$520.48	\$601.82

*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional). Full Rate applies after first 14-day period.

These are the minimum allowable rates to be charged.

Hauler may offer a discount of up to 5% to all commercial customers paying in advance or within 30 days of invoice.

All commercial contract proposals must clearly delineate rates both before and after any discount is applied.

Special collection services not specified above shall be negotiated between the customer and the franchised waste hauler.



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3269

Acquisition of 2,185 Tons of Plant Mixed Asphalt Public Works - Road Department ACTION REQUIRED

ITEM SUBMITTED BY

Donald Gockley, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board: A) Declare Granite Construction of Bakersfield, CA the successful bidder for the acquisition and delivery of plant mixed asphalt per Bid Nos. RD22-04 and RD22-05; and B) Authorize the purchase of 2,185 tons of plant mixed asphalt from Granite Construction Company of Bakersfield, CA for an amount not to exceed \$339,584.55.

BACKGROUND / SUMMARY / JUSTIFICATION:

In August, the Road Department solicited bids for the acquisition and delivery of one thousand, seven hundred and fifteen (1,715) tons of plant mix asphalt per Bid No. RD22-04, to be delivered to the various Road Department mixing tables throughout Owens Valley. The Road Department received two bids by the deadline for Bid No. RD22-04. Granite Construction Company was the lowest bidder for this material, for an amount of \$264,878.05.

In November, the Road Department solicited bids for the acquisition and delivery of four hundred and seventy (470) tons of asphalt, per Bid No. RD22-05, to be delivered to the Road Mixing table in Tecopa. The Road Department did not receive any formal bids before the bid closed. Knowing Granite Construction company was the lowest previous bid, the Road Department then requested Granite quote for the remaining 470 tons of asphalt to be delivered to the Lone Pine mixing table. Granite Construction then submitted to the Road Department a quote in the amount of \$74,706.50. Road Department staff would then take the asphalt to the Tecopa mixing table.

FISCAL IMPACT:

Funding Source	2022/2023 fiscal year Road Dept. budget	Budget Uni	034600
Budgeted?	Yes	Object Code	5309
Recurrence			
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to declare Granite Construction Company the successful bidder for these materials. That is not recommended, as these materials are needed to perform necessary road maintenance projects. If the bids are not awarded, the Road Department would need to re-advertise the Bid Packages, which would delay maintenance work and could result in less favorable bids.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel
Auditor

ATTACHMENTS:

1. Granite Bid 11-9-22
2. Bid Tabulation 11-9-22
3. Bid Tabulation Rd22-05 NO BIDS
4. Granite Quote
5. RF Quote

APPROVALS:

Donald Gockley	Created/Initiated - 11/29/2022
Darcy Ellis	Approved - 11/29/2022
Donald Gockley	Approved - 11/29/2022
Shannon Platt	Approved - 12/5/2022
Breanne Nelums	Approved - 12/5/2022
Grace Chuchla	Approved - 12/5/2022
Amy Shepherd	Approved - 12/7/2022
Michael Errante	Final Approval - 12/7/2022

COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES
TO BE DELIVERED TO: INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO: INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, November 9, 2022, TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Bakersfield, California (CITY & STATE)

11-4, 20 22

CASH DISCOUNT TERMS Net 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James, Chief Estimator

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93308

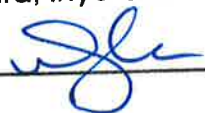
PHONE NUMBER (661) 399-3361

FAX NUMBER tom.james@gcinc.com

This bid was received on Nov. 8, 20 22 @ 1:32 p.m.

Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.



By: , Assistant

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1715	Ton	120.00
2	Delivery to Bishop, CA Mixing Table on Sunland Drive	465	Ton	15.50
3	Delivery to Big Pine, CA Mixing Table on County Road	690	Ton	23.50
4	Delivery to Lone Pine, CA Mixing Table on Tuttle Circle Road	560	Ton	29.65

*The base bid plus the bid additive alternates will be awarded if the total falls within budgetary limits.

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be for delivered material, split into the quantity's listed above, each being delivered to Bishop, Big Pine, and Lone Pine, CA, mixing tables as specified. Mixing table coordinates are located and shown in the attached documents.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

3. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD22-04 – Plant Mixed Asphalt" and the name of the Bidder printed on the **outside** of the mailing envelope to assist in quick identification.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 9, 2022.**

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

For questions or comments regarding this bid, please contact Donald Gockley Jr at dgockley@inyocounty.us.

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid	
Subtotal	245,826.50
Sales Tax (7.75%)	19,051.55
Shipping Charge	N/A
Total	264,878.05

Total of Base Bid + Additive Alternates No. 1 & 2 264,878.05

Product will be available for delivery to the indicated mixing tables within 10 days after receipt of order.

Bid prices will remain valid and in effect through June 30, 2023

Indicate any exception to the bid: Plant is closed from November 2022 to April 2023

END OF BID PACKAGE

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: GRANITE CONSTRUCTION COMPANY
Name of Person Completing This Form: THOMAS JAMES
Telephone Number: 661-399-3361
E-mail Address: tom.james@gcinc.com
Bid/Proposal Name: RD22-05 Plant Mixed Asphalt

1. Business Location

In which county is your business located? INYO

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 5 BRIDGES ROAD
City BISHOP State CA Zip 93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

CITY OF BISHOP, BUSINESS LICENSE

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>NICOLE BERKOVIAZ</u>	<u>FT, PT, or % Share [circle (click) one]</u>	Name _____	FT, PT, or % Share [circle (click) one]
Address <u>3070 W. LINE STREET</u>		Address _____	
City, State, and ZIP <u>BISHOP, CA 93514</u>		City, State, and ZIP _____	

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

[Signature] _____ Date 11/9/2022



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

This License **MUST** be posted
in a conspicuous space.

BUSINESS LICENSE
2522

VALIDATED 01/07/2022

THIS LICENSE GOOD FOR THE PERIOD
01/01/2022 THRU 12/31/2022

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FEE
104.00

LOCATION 5 BRIDGES ROAD

LICENSEE GRANITE CONSTRUCTION COMPANY
ADDRESS POST OFFICE BOX 5127
BAKERSFIELD CA 93388

RECEIVED

JAN 10 2022

GCCO ADMIN 212

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD22-04 Plant Mixed Asphalt

Bid Opening Date: 11/09/22

Location: County Admin Center

	BIDDER NAME	Bid	Bond
1	Granite Construction	\$ 264,878.05	
2	Road & Highway Builders, LLC.	\$434,259.44	
3			
4			
5			
6			
7			
8			
9			
10			

Opened By: Darcy

Present: Don Gockley



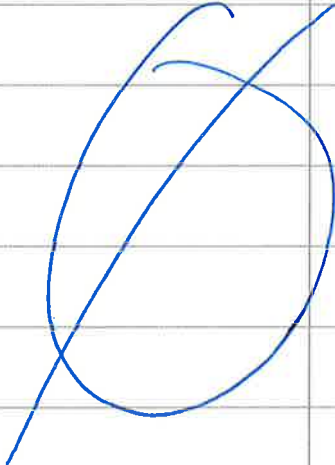
COUNTY OF INYO BID TABULATION

05

Project Title & Bid No. RD-~~06~~ Asphalt

Bid Opening Date: 11/16/22

Location: County Admin Center

	BIDDER NAME	Bid	Bond	
1				
2				
3				
4				
5				
6				
7				
8				
9		No Bids Received		
10				

Opened By: N/A

Present: Darcy Ellis
Don Gockley



Quote Number: MQ0030596_3Quote Date: Nov 17, 2022Bid Date: Nov 17, 2022Agreement Expiration: Jun 30, 2023

Material Quotation

Attn: DONALD GOCKLEY
 Customer: INYO. COUNTY OF

Project Name: INYO COUNTY LONE PINE BID
 Project Description:
 Address: TUTTLE CREEK RD
 City, State, Zip: LONE PINE CA 93545

Material Description (ID #)	Est. Quantity	Units	Price	Freight Type	Freight Price	Plant Name
1/2"CMASC800 (1013)	470	TONS	\$120.00	TRANSFER	\$29.65	FIVE BRIDGES AC

Special Conditions:

For Aggregates sold after the price will increase by per ton.

For Asphalt Concrete sold after the price will increase by per ton.

PLANT: Pricing is FOB the plant. Production is based on availability. Granite will do its best to meet customer's production requirements; however, Granite is not responsible for delays caused by mechanical difficulties or events outside our control.

MIX: Mixes are subject to change, the customer is responsible for ordering the correct mix for any given project, and obtaining any required owner approval. If a new mix is required to meet project specifications, the cost of the new mix design and any applicable plant testing will be the responsibility of the customer. Cost for a new CALTRANS mix starts at \$25,000. This cost may be billed separately or distributed as a per ton addition to the asphalt price quoted.

ORDERS: Schedule orders at a minimum of 48 hours in advance. Customer orders must be received by Granite a minimum of three working days prior to delivery, and include mix design number, quantity, delivery address, contact person and phone number. Customer will be billed for all materials ordered whether shipped to customer or not.

OVERTIME/FIRE UP FEES/ENVIRONMENTAL FEES: Plant hours of operation are Monday through Friday, 8-hours per day, 5-days per week. The hours may be adjusted to accommodate the customer's needs however changes to this schedule may result in Fire Up/Opening Fees, or Overtime Fees. Fire Up/Opening Fees and Overtime Fee charges will vary based on the project. If applicable, Environmental Fees are charged per load.

ORDER CANCELLATION: All cancellations must be received by Granite a minimum of 48 hours prior to the scheduled plant production start time. The customer may be held responsible for a cancellation fee for any plant and/or trucking charges associated with late order cancellation. All trucking charges associated with job cancellations will be the responsibility of the customer and may include up to an 8 hour per truck per day charge.

WEATHER RELATED: All orders will be placed on hold in the event of inclement weather and will not be shipped until released by the customer. Granite Construction Company will not be held responsible for scheduling issues due to inclement weather.

DELIVERY: All customers are encouraged to set up trucking on their own. Trucking is based on availability. Billing for trucking will be on an hourly basis unless otherwise specified, and will be subject to minimum charges. If the quote includes trucking, Granite is not responsible for the availability of trucking.

TRAVEL TIME, STANDBY TIME & HOURLY MINIMUMS: Charges, including travel time and subsistence, may apply if the trucking company must travel more than 90 miles to the plant site each day to begin loading material for a customer project, please check with your sales person to see if this applies. Daily hourly minimums may apply and vary depending on the truck type and broker. In the event that per ton trucking rates are quoted the customer is responsible for any applicable standby charges assessed by the trucking company. Per ton trucking rates are based on a full load, transfer load capacity is 26 tons. Short loads may be subject to short load fees.

TRUCKING AVAILABILITY: Trucking is based on availability, schedule orders at a minimum of 24 hours in advance. If the project has high volume production requirements, the customer must convey the schedule to Granite at least ten working days prior to the project start date to help mitigate any trucking availability issues.

General Conditions:

Prices quoted do not include sales tax.

This quote is limited to acceptance within 30 days from the bid date of this quotation after which time this quote is subject to review/revision.

Please contact your sales person before placing an order against this quote.

The offer to sell these materials is contingent upon customer completing and signing Granite's credit application and being approved for credit.

Additional terms and conditions are on page two of this quote.

Prices subject to change after Agreement Expiration date above.

Aggregate and Asphalt products are subject to Granite energy surcharge published on Granite website based on EIA diesel prices:

<https://www.graniteconstruction.com/energy-surcharge> and included in the Terms and Conditions.

By: Angela McAbee

Office: 661-387-7705
 Cell: 661-331-3215
 Email: angela.mcabee@gcinc.com
 Website: www.graniteconstruction.com

Accepted By: _____
 Signature Date

Printed Name: _____
 Title: _____
 Phone: _____
 Email: _____

Terms and Conditions

- 1. MATERIAL/SPECIFICATION:** All materials quoted ("Materials") are subject to availability. Products delivered will meet specifications stated on this material quote ("MQ") (or material submittal if provided) at the point and time of delivery (as delivery is indicated on the face page).
- 2. DELIVERY:** If applicable, Material shall be delivered in accordance with a schedule mutually agreed upon by Purchaser and Seller. Any charges at the point of delivery for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be additional charges and paid by Purchaser. Damages caused by Purchaser or Purchaser's trucker, plant standby time, job cancellation, and added surcharges will be the responsibility of Purchaser. Title to Material and risk of loss shall pass to Purchaser upon delivery to Purchaser.
- 3. PRICE/TERMS OF PAYMENT:** Purchaser shall pay Seller the amount set forth in the quote table together with applicable surcharges and fees. Payment shall be made in accordance with the payment terms contained in Seller's Application for Credit and Account Agreement (the "Credit App") executed by Purchaser in favor of Seller (by this reference incorporated herein) unless Material purchased C.O.D. Purchaser's failure to pay all amounts owed when due shall be deemed a material breach of this MQ and Seller may, in addition to any other rights it may have under law, at its option, (i) terminate this MQ or (ii) place future deliveries on a C.O.D. basis. The prices set forth in this MQ were premised upon fuel prices in effect as of December 27, 2021, as reported by the U.S. Energy Information Administration ("EIA") (<https://www.eia.gov/petroleum/gasdiesel/>) ("Original Energy Price"). To reflect current energy pricing, a energy surcharge ("Energy Surcharge") shall be included on each invoice equal to the difference between (a) the energy prices reported by EIA on the fourth Monday of the calendar month preceding the invoice date ("Invoice Energy Price") and (b) the Original Energy Price, multiplied by (a) 0.2 gallons/ton for aggregate; and/or (b) 2.25 gallons/ton for asphalt. For example, if the Invoice Energy Price has increased by \$1.00/gallon over the Original Energy Price, the Energy Surcharge for aggregate will be \$0.20/ton (\$1.00 times .2) and the Energy Surcharge for asphalt will be \$2.25/ton (\$1.00 times 2.25). There will be no Energy Surcharge added to the Invoice Energy Price in a month if the Invoice Energy Price does not reflect an increase over the Original Energy Price.
- 4. ACCEPTANCE:** This MQ is valid for thirty (30) days from the Bid Date unless otherwise stated in the Special Conditions of this MQ. The terms and conditions of this MQ may be accepted by the Purchaser only by one of the following alternatives performed within such thirty (30) day period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing when signed by Purchaser and Seller.
- 5. FORCE MAJEURE:** Seller shall not be liable for failure delay in delivery by reason of any contingency or occurrence beyond Seller's reasonable control or which makes Seller's performance commercially impractical. If such contingency or occurrence prevents Seller's performance for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.
- 6. INTEGRATED AGREEMENT:** This MQ, together with the Credit Application (if executed by Purchaser), constitutes the entire agreement between Seller and Purchaser, and there are no understandings, agreements or representations, express or implied, either oral or written, not stated or identified in this MQ and the Credit App, if any. Any additional or different terms proposed either orally or in writing by Purchaser including those contained in Purchaser's purchase order, delivery tickets or accompanying Purchaser's performance are rejected and shall be of no force or effect unless expressly assented to in a separate writing by Seller.
- 7. WARRANTY:** FOR A PERIOD NOT TO EXTEND BEYOND ONE YEAR FROM THE POINT AND TIME OF DELIVERY OF THE MATERIAL, SELLER WARRANTS THAT THE MATERIAL WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 1. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEYS FEES, COSTS AND EXPENSES OF ANY KIND AS A RESULT OF PURCHASER'S USE OF THE MATERIAL.



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3310

Consideration of Payment of 2015 Invoice from Wilder Barton, Inc.

Public Works - Town Water Systems

ACTION REQUIRED

ITEM SUBMITTED BY

Grace Chuchla, Deputy County Counsel

ITEM PRESENTED BY

Grace Chuchla, Deputy County Counsel

RECOMMENDED ACTION:

Request Board authorizing paying \$2,928 of the invoice applicable to the part, and rejecting the amount of the invoice identified as labor costs and sales tax.

BACKGROUND / SUMMARY / JUSTIFICATION:

In June 2019, Inyo County sued Wilder Barton, the former operator of the Inyo County town water system. In 2022, Inyo County and Wilder Barton settled that lawsuit. Among the various terms of the settlement, Inyo County agreed to consider a reimbursement request for a water system part that Wilder Barton alleges it provided to the County in 2015 but was not compensated for. Specifically, the settlement agreement stated that, "upon submission of a valid invoice for the estimated \$7,000 part, the invoice will be presented to the Inyo County Board of Supervisors for consideration." While the settlement agreement promised that the invoice provided by Wilder Barton would be presented to the Board, the agreement does not promise that the invoice will be paid. This decision was left to the Board, rather than the team negotiating the settlement, because the power to pay such an old invoice rests only with the Board of Supervisors. Additionally, throughout the entire three-year litigation, Wilder Barton never provided the County with a copy of the invoice that it alleged it had presented in 2015, calling into question the legitimacy of the claim.

On June 13, 2022, counsel for Wilder Barton emailed the County with an invoice bearing a date of November 31, 2015 (interestingly, the date November 31 does not exist) that listed a Neptune Bronze 4" water meter for a cost of \$7,000. (See **Exhibit A** – 11/31/15 invoice.) Including tax, the invoice requested payment totaling \$7,437.50. Staff did some research to verify the claimed cost of the listed water meter and discovered that parts with this name range in cost from \$1,500 to \$7,300. Former County Administrative Officer Leslie Chapman therefore emailed Wilder Barton President Patricia Barton to request that, in addition to the invoice, Wilder Barton provide something from a retailer selling that meter to verify the claimed cost on the invoice. (See **Exhibit B** – Email chain Chapman/Barton.)

On July 28, 2022, Ms. Barton responded with a history of how the County came obtain the water meter from Wilder Barton. In this email, Ms. Barton also explained that the \$7,000 requested in the invoice included both the part and the labor to install it. Ms. Barton did not provide anything from a retailer or

manufacturer to verify the claimed cost. Ms. Barton’s statement that the \$7,000 included both parts and labor was concerning, as the invoice listed the \$7,000 charge as “parts – equipment” and made no mention of that sum including any labor. An invoice that does not properly break out charges is not a valid invoice, and accordingly, on August 18, 2022, the County requested that Wilder Barton provide an invoice that accurately itemizes parts and labor. This distinction was also important given that the settlement agreement stated that “Wilder Barton will submit to the County of Inyo an invoice for a *water system part*.” The agreement made no mention of the submission of an invoice for any labor charges.

On November 21, 2022, Wilder Barton provided a new invoice. The new invoice was dated October 28, 2022 and showed a charge of \$2,928 for the Neptune Bronze 4” water meter and a charge of \$4,072 for labor. This invoice also requested payment of \$437.50 for sales tax, at a rate of 6.25%. (See **Exhibit C** – 10/28/22 invoice.) With this invoice, Wilder Barton also included documentation from a retailer of this water meter to support the price of \$2,928, at a cost apparently current to 2022, not 2015.

Pursuant to the settlement agreement, staff therefore submits this second invoice to your Board for consideration of whether or not the County will pay this invoice. After analysis of this second invoice, staff recommendation is as follows:

- Pay the \$2,928 requested for the Neptune Bronze 4" water meter
- Do not pay the \$4,072 requested for labor because the relevant settlement agreement makes no mention of payment for labor costs
- Do not pay the \$437.50 requested for sales tax. Auditor-Controller staff has advised that this charge is erroneous for multiple reasons. First, Wilder Barton has provided no documentation to the County that it paid sales tax to the State of California at the time it purchased this water meter, nor has Wilder Barton provided the County with a Seller's Permit. Without such documentation, Wilder Barton is prohibited from collecting sales tax on items that it is reselling. Inyo County will pay sales tax to the State should the Board choose to pay the invoice for this part, so the State will be adequately compensated. Second, the tax rate being charged is incorrect. Sales tax in 2015 was 8%, and sales tax today is 7.75%. It is unclear where Wilder Barton came up with a rate of 6.25%. Third, Wilder Barton is attempting to collect sales tax on labor. Labor is not subject to sales tax.

FISCAL IMPACT:

Funding Source	Lone Pine Water Systems	Budget Unit	152104
Budgeted?	No	Object Code	5173
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
There is sufficient funding within the budget to cover this expense			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to pay all, some, or none of the invoice provided by Wilder Barton.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Ex A - 2015-11-31 Invoice
2. Ex B - Chapman-Barton Email
3. Ex C - 2022-10-28 Invoice

APPROVALS:

Grace Chuchla	Created/Initiated - 12/13/2022
Grace Chuchla	Approved - 12/13/2022
Darcy Ellis	Approved - 12/13/2022
John Vallejo	Approved - 12/13/2022
Amy Shepherd	Approved - 12/14/2022
Nate Greenberg	Final Approval - 12/14/2022

Exhibit A

11/31/15 Invoice

Wilder Barton Inc.
339 Shepard Lane, Bishop, CA. 93514
(760) 937-2243 (760) 937-2245

Invoice Number: 2015-11-A

Date: November 31, 2015
Service From: 11/01/2015 to 11/31/2015

Invoice

Payment Due – Upon Receipt

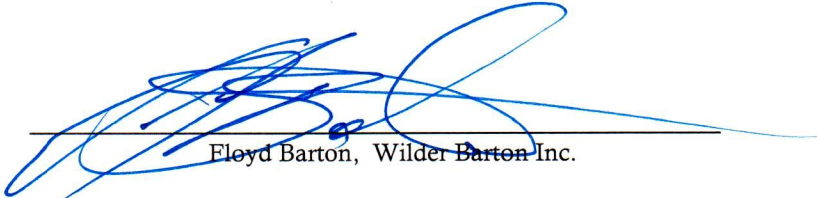
Bill To: County of Inyo - Department of Public Works Clint Quilter PO Box Q 168 N. Edwards St. Independence, CA. 93526	Operation and Maintenance of Town Water Systems Lone Pine, Independence, Laws Contract No.: 116 Wilder Barton Inc. EIN : 20-3968479	
Description Services Performed	Part / ID No.	Monthly Total
Operation and Maintenance		0
Parts – Equipment	Neptune 4" (Bronze) SN-31975622	\$7,000.00
Reporting & Analysis		0
Sampling		0

Neptune's High Performance (HP) Turbine water meter (bronze) (U.S. gallons)
Installed at **Lone Pine Sports Complex.**

Subtotal:	\$7,000.00
@ 6.25% Tax:	\$437.50
Shipping:	0
Miscellaneous:	0
Balance Due:	\$7,437.50

Remit Payment to,

Wilder Barton Inc.
339 Shepard Lane
Bishop, CA. 93514


Floyd Barton, Wilder Barton Inc.



MAGNET

229975622

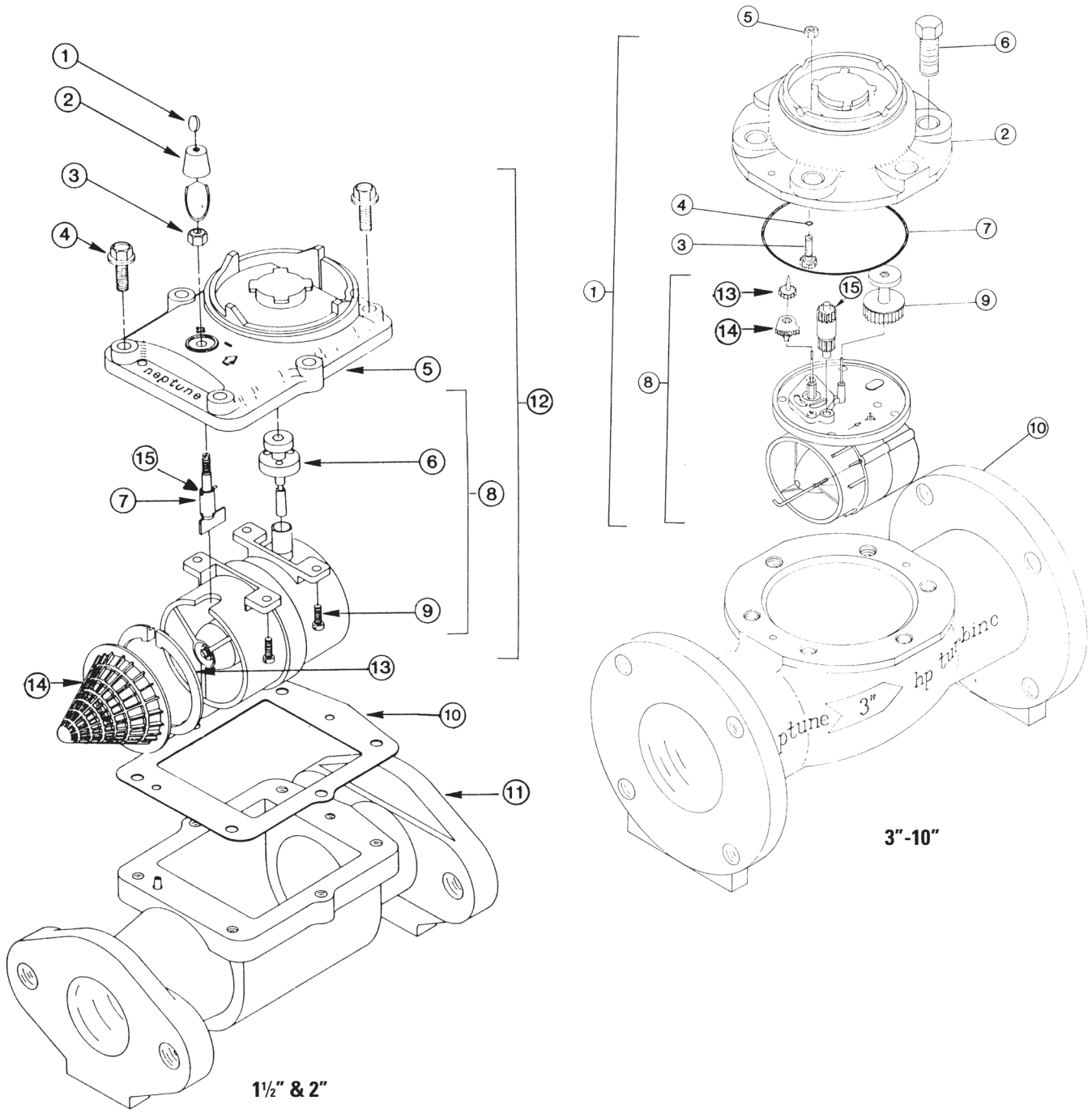
111111

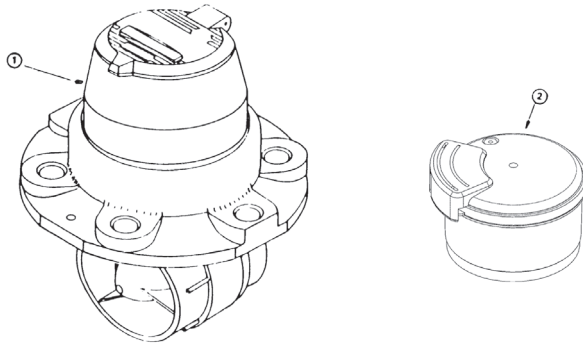
1½" & 2"

ITEM	DESCRIPTION	METER SIZE & PART NUMBERS	
		1½" HP	2" HP
1	16" Seal Wire with Lead Seal	41110-501	41110-501
2	Seal Cap	11098-001	11098-001
3	Calibration Nut	8545-417	8545-417
4	Maincase Bolts (Qty)	N/A	N/A
5	Cover	9860-002	9860-002
6	Drive Spindle Assembly	9485-012	9485-012
7	Calibration Vane Assembly	11097-110	11097-110
8	Measuring Chamber Assembly	9861-200	9861-200
9	Bolts (Qty)	8396-605 (4)	8396-605 (4)
10	Maincase Gasket	9857-003	9857-003
11	Maincase	9854-012	9854-011
12	Cover Assembly	9859-200	9859-200
13	Lock Ring	9856-001	9856-001
14	Flow Conditioner/Strainer	9855-001	9855-001
15	O-Ring	8316-022	8316-022
16	Seal Ring (not shown)	8340-062	8340-062

3"-10"

ITEM	DESCRIPTION	METER SIZE AND PART NUMBERS				
		3" HP	4" HP	6" HP	8" HP	10" HP
1	Cover Assembly	11328-130	11328-230	11328-330	11328-430	11328-530
2	Cover	11361-002	11330-002	11359-002	11359-002	11359-002
3	Calibration Vane Stem Assembly	11354-000	11354-000	11354-000	11354-000	11354-000
4	Calibration Vane Stem O-Ring	8316-022	8316-022	8316-022	8316-022	8316-022
5	Calibration Vane Stem Nut	8545-417	8545-417	8545-417	8545-417	8545-417
6	Maincase Bolts	8329-405	8329-405	8329-421	8329-421	8329-421
7	Maincase O-Ring	8316-270	8316-271	8316-272	8316-272	8316-272
8	Measuring Chamber Assembly	11329-100	11329-200	11329-300	11329-400	11329-500
9	Magnet Gear Assembly	11347-110	11347-210	11347-310	11347-410	11347-510
10	Maincase	11360-003	11327-002	11356-011	11357-002	11358-002
11	Seal Tube (not shown)	11335-103	N/A	N/A	N/A	N/A
12	Element Seal (not shown)	N/A	12763-001	N/A	N/A	N/A
13	Drive Pinion	12769-001	12769-002	12769-003	12769-004	12769-005
14	Calibration Vane Gear	12768-001	12768-001	12768-001	12768-001	12768-001
15	Calibration Vane Spindle Assembly	11345-100	11345-200	11345-300	11345-300	11345-300





(UME includes: Register, Gasket, Cover, and Turbine Rotor Assembly)

SIZE	REGISTRATION	ProRead™ (Pit) 4-Wheel*		ProRead™ (Pit) 6-Wheel*		E-CODER® (Pit)		E-CODER®/R900i™ (Pit)	
		REGISTER	UME	REGISTER	UME	REGISTER	UME	REGISTER	UME
1½" & 2" HP	Cu. Ft	R75F11	9700-011	R75F12	9700-018	RH5F11	9700-019	RW5F11	9700-001
	Gal	R75G11	9700-021	R75G12	9700-028	RH5G11	9700-029	RW5G11	9700-002
	M³	R75M11	9700-041	R75M12	9700-048	RH5M11	9700-049	RW5M11	9700-004
	Imp. Gal	R75I11	9700-031	R75I12	9700-038	RH5I11	9700-039	RW5I13	9700-007
3" HP	Cu. Ft	R75F21	9700-111	R75F22	9700-118	RH5F21	9700-119	RW5F21	9700-101
	Gal	R75G21	9700-121	R75G22	9700-128	RH5G21	9700-129	RW5G21	9700-102
	M³	R75M21	9700-141	R75M22	9700-148	RH5M21	9700-149	RW5M21	9700-104
	Imp. Gal	R75I21	9700-131	R75I22	9700-138	RH5I21	9700-139	RW5I23	9700-107
4" HP	Cu. Ft	R75F31	9700-211	R75F32	9700-218	RH5F31	9700-219	RW5F31	9700-201
	Gal	R75G31	9700-221	R75G32	9700-228	RH5G31	9700-229	RW5G31	9700-202
	M³	R75M31	9700-241	R75M32	9700-248	RH5M31	9700-249	RW5M31	9700-204
	Imp. Gal	R75I31	9700-231	R75I32	9700-238	RH5I31	9700-239	RW5I33	9700-207
6" HP	Cu. Ft	R75F41	9700-311	R75F42	9700-318	RH5F41	9700-319	RW5F41	9700-301
	Gal	R75G41	9700-321	R75G42	9700-328	RH5G41	9700-329	RW5G41	9700-302
	M³	R75M41	9700-341	R75M42	9700-348	RH5M41	9700-349	RW5M41	9700-304
	Imp. Gal	R75I41	9700-331	R75I42	9700-338	RH5I41	9700-339	RW5I43	9700-307
8" HP	Cu. Ft	R75F51	9700-411	R75F52	9700-418	RH5F51	9700-419	RW5F51	9700-401
	Gal	R75G51	9700-421	R75G52	9700-428	RH5G51	9700-429	RW5G51	9700-402
	M³	R75M51	9700-441	R75M52	9700-448	RH5M51	9700-449	RW5M51	9700-404
	Imp. Gal	R75I51	9700-431	R75I52	9700-438	RH5I51	9700-439	RW5I53	9700-407
10" HP	Cu. Ft	R75F01	9700-511	R75F02	9700-518	RH5F01	9700-519	RW5F01	9700-501
	Gal	R75G01	9700-521	R75G02	9700-528	RH5G01	9700-529	RW5G01	9700-502
	M³	R75M01	9700-541	R75M02	9700-548	RH5M01	9700-549	RW5M01	9700-504
	Imp. Gal	R75I01	9700-531	R75I02	9700-538	RH5I01	9700-539	RW5I03	9700-507

*Registers do not include ARB® remote receptacles.

Note: When ordering registers, please include change gear combination or four-digit register code from dial face.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallahassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503



Exhibit B

Chapman / Barton Email Chain

Grace Chuchla

From: Leslie Chapman
Sent: Friday, August 12, 2022 2:02 PM
To: Grace Chuchla
Subject: FW: Water Meter follow up question

From: Patricia Barton <pbarton@inyocounty.us>
Sent: Thursday, July 28, 2022 4:34 PM
To: Leslie Chapman <lchapman@inyocounty.us>
Cc: wbinc39514@gmail.com
Subject: RE: Water Meter follow up question

Leslie,

Sorry for the delay. My office is overwhelmed with work and unfortunately we are working with crisis situations that are literally life or death. Of course on top of everything else, we have our daily tasks that have kept us both working overtime

My understanding of the invoice presented by Justin on behalf of Wilder Barton, Inc. is as follows with abbreviated narrative of circumstances.

- The invoice was originally presented in November 2015 for services rendered. In January 2019, Justin had a conversation with Mike Errante regarding delinquent payment with Clint Quilter present. Mike Errante promised payment.
- Previous to the work performed and offer of the meter from Wilder Barton, Inc. , Keath Pearce knew there was a major leak for months that needed to be addressed at the Lone Pine Sports Complex. Fortunately, there was no cement vault, so the leaking water soaked into the ground and did not flood Hwy 395 or the LP Sports Park.
- Keath Pearce delayed repair until it was an emergency situation. The Sports Complex required operational water immediately.
- The repair required a 4" meter that County had not acquired even though it was known it was need for repair.
- Keath asked Wilder Barton, Inc. for assistance in the repair out of contract. Wilder Barton agreed to services in the emergency situation providing a brand new 4" all brass meter and providing a work force of three personnel that required an investment of time of 10 hours for each person. Again, Keath entered into a verbal agreement with Justin for services with the stated estimate of services of \$7,000 for parts **and** labor.
- This project included the Road Department that was tasked with locating and exposing the shut off valve which was located under the asphalt of the North bound lane of Hwy 395, adjacent to the LP Sports Complex.
- It also involved Cal Trans and CHP, all of which had personnel on site during the lane closure.
- Justin has photos and videos of the project.
- Again, Wilder Barton, Inc. was **not** responsible for the repair and worked out of contract to assist the County at Keath Pearce's request and with his approval and assurance (and gratitude) of payment for participation and contribution of services.

I hope this is helpful in to you in effectuating payment as was agreed and stipulated to in our meeting with the dollar amount clearly stated and addressed several times.

Patricia

From: Leslie Chapman
Sent: Tuesday, July 5, 2022 2:57 PM
To: Patricia Barton
Subject: Water Meter follow up question

Hello Patricia,

Seeing your request for a meeting reminded me that I need to follow up. I received the invoice for the water meter and since it was on your letterhead, I needed some supporting documentation. I asked our Budget Analyst to go online and find a comparable part so we would have a quote to justify the amount. When she went online, she couldn't find the exact part number and Neptune High Performance Turbine water meters ranged from \$1,700 - \$7,000. I am planning to forward it to the water department to see if they can help match the part, but if you or Justin wouldn't mind going online and finding the comparable part and forwarding to me, that would be great.

Thank you and I will get back to you with some times we can meet. I am leaving tomorrow for the rest of the week, but will get something set up with you for the following week.

Best,
Leslie

Leslie Chapman
County Administrative Officer
Office 760-878-0460



Exhibit C

10/28/22 Invoice

Wilder Barton Inc.
 339 Shepard Lane, Bishop, CA. 93514
 (760) 937-2243 (760) 937-2245

Invoice Number: 2015-11-B

Date: October 28, 2022
 Service From: 11/01/2015 to 04/30/2016

Invoice

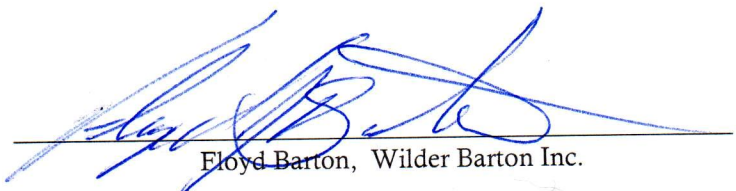
Payment Due – Upon Receipt

Bill To: County of Inyo - Department of Public Works Clint Quilter PO Box Q 168 N. Edwards St. Independence, CA. 93526	Operation and Maintenance of Town Water Systems Lone Pine, Independence, Laws Contract No.: 116 Wilder Barton Inc. EIN : 20-3968479	
Description Services Performed	Part / ID No.	Monthly Total
Out of Contract Labor – Lone Pine Sports Complex Dewater 4" Vault / Standby Time / Cutout Piping / Install 4" Flange Valve / Install 4" Meter / Standby Time / Install 4" Flanges and Piping	11/15 Assisted K. Pierce with leaking 4" supply to sports complex that required HWY 395 closure to locate shutoff valve. 04/16 Sold 4" meter to P/W via K. Pierce with agreement all out of contract labor for 3 WB personnel x2.5 days, to be included.	\$4072.00
Parts – Equipment		
Neptune 4" High Performance Turbine water meter (bronze) (U.S. gallons)	SN-31975622	\$2,928.00

Subtotal: **\$7,000.00**
 @ 6.25% Tax: **\$437.50**
 Shipping: 0
 Miscellaneous: 0
Balance Due: \$7,437.50

Remit Payment to,

Wilder Barton Inc.
 339 Shepard Lane
 Bishop, CA. 93514



 Floyd Barton, Wilder Barton Inc.



Search by product name, brand name or part #



Request a Quote



[Home](#) > [Products](#) > [Flow](#) > [Flow Meters](#) > [Turbine Flow Meters](#) > [Neptune HP \(High Performance\) Turbine Flow Meter](#)



Neptune

Neptune Flow Meter

Part: NEP-HP1

Lead free high pressure
inches.

METER SIZE

4 inch

\$2,928.00

- 1 +

Add to Cart

Request a Quote

[Quote](#)

Need Help? Ask an Expert!

High Performance (HP) Turbine Parts List

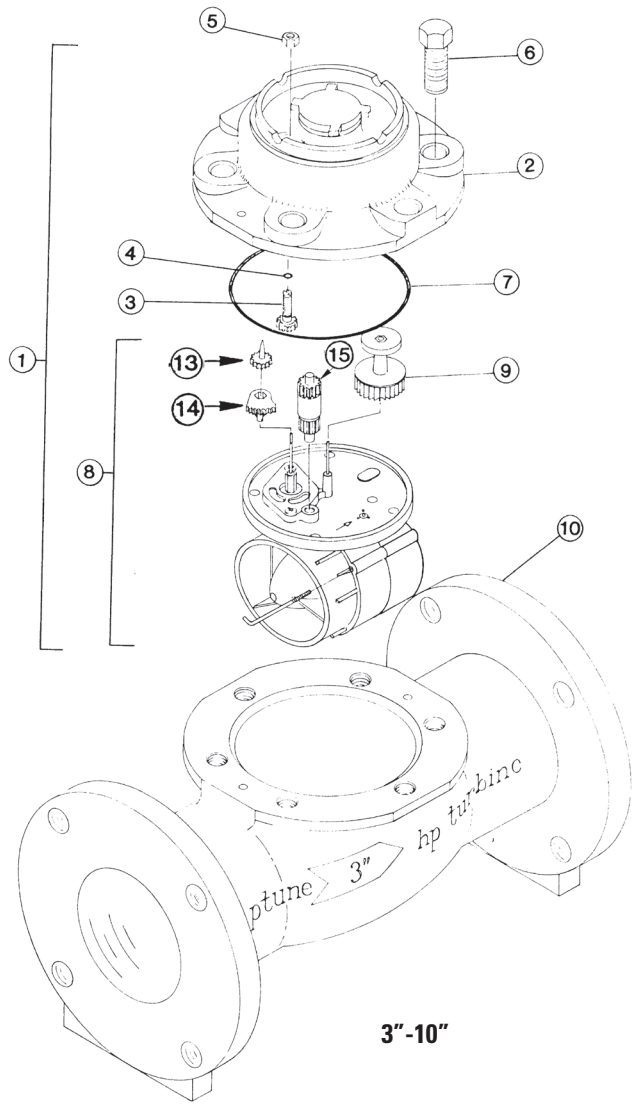
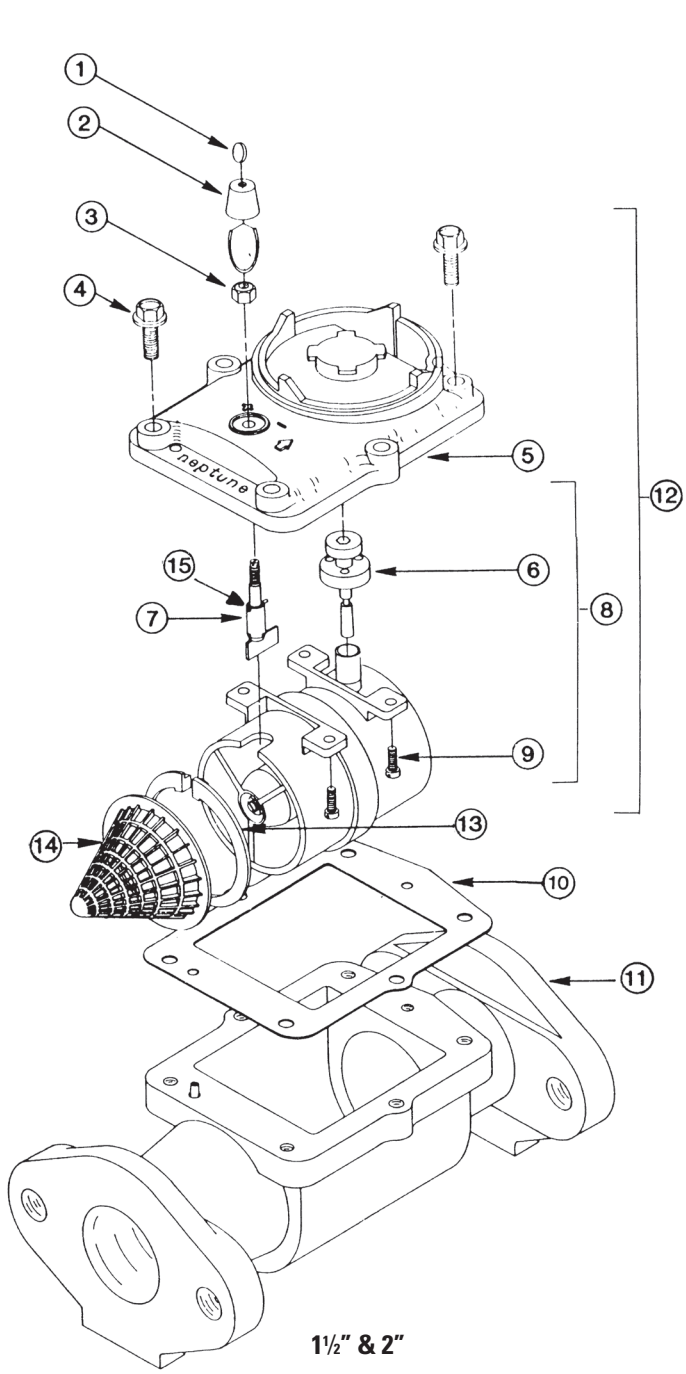


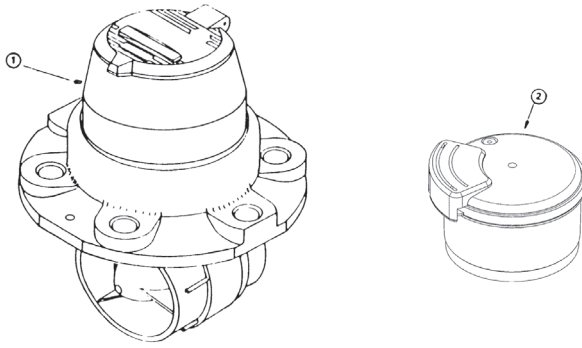
1½" & 2"

ITEM	DESCRIPTION	METER SIZE & PART NUMBERS	
		1½" HP	2" HP
1	16" Seal Wire with Lead Seal	41110-501	41110-501
2	Seal Cap	11098-001	11098-001
3	Calibration Nut	8545-417	8545-417
4	Maincase Bolts (Qty)	N/A	N/A
5	Cover	9860-002	9860-002
6	Drive Spindle Assembly	9485-012	9485-012
7	Calibration Vane Assembly	11097-110	11097-110
8	Measuring Chamber Assembly	9861-200	9861-200
9	Bolts (Qty)	8396-605 (4)	8396-605 (4)
10	Maincase Gasket	9857-003	9857-003
11	Maincase	9854-012	9854-011
12	Cover Assembly	9859-200	9859-200
13	Lock Ring	9856-001	9856-001
14	Flow Conditioner/Strainer	9855-001	9855-001
15	O-Ring	8316-022	8316-022
16	Seal Ring (not shown)	8340-062	8340-062

3"-10"

ITEM	DESCRIPTION	METER SIZE AND PART NUMBERS				
		3" HP	4" HP	6" HP	8" HP	10" HP
1	Cover Assembly	11328-130	11328-230	11328-330	11328-430	11328-530
2	Cover	11361-002	11330-002	11359-002	11359-002	11359-002
3	Calibration Vane Stem Assembly	11354-000	11354-000	11354-000	11354-000	11354-000
4	Calibration Vane Stem O-Ring	8316-022	8316-022	8316-022	8316-022	8316-022
5	Calibration Vane Stem Nut	8545-417	8545-417	8545-417	8545-417	8545-417
6	Maincase Bolts	8329-405	8329-405	8329-421	8329-421	8329-421
7	Maincase O-Ring	8316-270	8316-271	8316-272	8316-272	8316-272
8	Measuring Chamber Assembly	11329-100	11329-200	11329-300	11329-400	11329-500
9	Magnet Gear Assembly	11347-110	11347-210	11347-310	11347-410	11347-510
10	Maincase	11360-003	11327-002	11356-011	11357-002	11358-002
11	Seal Tube (not shown)	11335-103	N/A	N/A	N/A	N/A
12	Element Seal (not shown)	N/A	12763-001	N/A	N/A	N/A
13	Drive Pinion	12769-001	12769-002	12769-003	12769-004	12769-005
14	Calibration Vane Gear	12768-001	12768-001	12768-001	12768-001	12768-001
15	Calibration Vane Spindle Assembly	11345-100	11345-200	11345-300	11345-300	11345-300





(UME includes: Register, Gasket, Cover, and Turbine Rotor Assembly)

SIZE	REGISTRATION	ProRead™ (Pit) 4-Wheel*		ProRead™ (Pit) 6-Wheel*		E-CODER® (Pit)		E-CODER®/R900i™ (Pit)	
		REGISTER	UME	REGISTER	UME	REGISTER	UME	REGISTER	UME
1½" & 2" HP	Cu. Ft	R75F11	9700-011	R75F12	9700-018	RH5F11	9700-019	RW5F11	9700-001
	Gal	R75G11	9700-021	R75G12	9700-028	RH5G11	9700-029	RW5G11	9700-002
	M³	R75M11	9700-041	R75M12	9700-048	RH5M11	9700-049	RW5M11	9700-004
	Imp. Gal	R75I11	9700-031	R75I12	9700-038	RH5I11	9700-039	RW5I13	9700-007
3" HP	Cu. Ft	R75F21	9700-111	R75F22	9700-118	RH5F21	9700-119	RW5F21	9700-101
	Gal	R75G21	9700-121	R75G22	9700-128	RH5G21	9700-129	RW5G21	9700-102
	M³	R75M21	9700-141	R75M22	9700-148	RH5M21	9700-149	RW5M21	9700-104
	Imp. Gal	R75I21	9700-131	R75I22	9700-138	RH5I21	9700-139	RW5I23	9700-107
4" HP	Cu. Ft	R75F31	9700-211	R75F32	9700-218	RH5F31	9700-219	RW5F31	9700-201
	Gal	R75G31	9700-221	R75G32	9700-228	RH5G31	9700-229	RW5G31	9700-202
	M³	R75M31	9700-241	R75M32	9700-248	RH5M31	9700-249	RW5M31	9700-204
	Imp. Gal	R75I31	9700-231	R75I32	9700-238	RH5I31	9700-239	RW5I33	9700-207
6" HP	Cu. Ft	R75F41	9700-311	R75F42	9700-318	RH5F41	9700-319	RW5F41	9700-301
	Gal	R75G41	9700-321	R75G42	9700-328	RH5G41	9700-329	RW5G41	9700-302
	M³	R75M41	9700-341	R75M42	9700-348	RH5M41	9700-349	RW5M41	9700-304
	Imp. Gal	R75I41	9700-331	R75I42	9700-338	RH5I41	9700-339	RW5I43	9700-307
8" HP	Cu. Ft	R75F51	9700-411	R75F52	9700-418	RH5F51	9700-419	RW5F51	9700-401
	Gal	R75G51	9700-421	R75G52	9700-428	RH5G51	9700-429	RW5G51	9700-402
	M³	R75M51	9700-441	R75M52	9700-448	RH5M51	9700-449	RW5M51	9700-404
	Imp. Gal	R75I51	9700-431	R75I52	9700-438	RH5I51	9700-439	RW5I53	9700-407
10" HP	Cu. Ft	R75F01	9700-511	R75F02	9700-518	RH5F01	9700-519	RW5F01	9700-501
	Gal	R75G01	9700-521	R75G02	9700-528	RH5G01	9700-529	RW5G01	9700-502
	M³	R75M01	9700-541	R75M02	9700-548	RH5M01	9700-549	RW5M01	9700-504
	Imp. Gal	R75I01	9700-531	R75I02	9700-538	RH5I01	9700-539	RW5I03	9700-507

*Registers do not include ARB® remote receptacles.

Note: When ordering registers, please include change gear combination or four-digit register code from dial face.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallahassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503





05050

53
53

116
116

116
116

116
116



neptune

31975622

trident

316
THE

316
THE

316
THE

316
THE

316
THE

medium hp
turbine



Quote

Instruments Direct, Inc.
 755 Ash Street
 Canton, GA 30114
 Ph: (678)445-7675 • Fx: (678)445-9993
 www.InstrumentsDirect.com

Date	Quote #
10/28/2022	Q134520

Bill To	Ship To
Floyd Barton Wilder Barton Bishop CA 93514 United States	

Expires	Shipping Method	Terms	Sales Contact
11/27/2022	TBD	CREDIT CARD	Lane Roberts

Qty	Item	Description	Rate	Amount
1	NEP-HPT-0400-PRO-GAL	4 inch model HPT high performance turbine flow meter, lead-free bronze, round flanges, ProCoder register. Unit (US Gal)	2,928.00	2,928.00
	Notes (Lead Time)	THESE ITEMS TYPICALLY SHIP IN 2 - 4 BUSINESS DAYS AFTER RECEIPT OF ORDER		

Questions? Contact Lane Roberts Ph: (678)445-7675 Fx: (678)445-9993 lroberts@instrumentsdirect.com	Subtotal Shipping Cost (TBD) Total	2,928.00 0.00 \$2,928.00
---	---	--------------------------------

PUBLISHED PRICING AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL PRICES ARE FOB ATLANTA, GA, USA UNLESS NOTED OTHERWISE. ALL DOMESTIC ORDERS ARE SHIPPED GROUND UPS OR FEDEX PREPAID UNLESS SPECIFIED OTHERWISE AND ADDED TO INVOICE. STANDARD PAYMENT TERMS FOR DOMESTIC ORDERS ARE MASTERCARD, VISA, AMEX OR NET 30 DAYS WITH APPROVED CREDIT. TAXES ARE COLLECTED FOR ORDERS IN THE STATE OF GA. TAX EXEMPT COMPANIES MUST PROVIDE A COPY OF TAX EXEMPTION CERTIFICATE. FOR RENTAL EQUIPMENT, PLEASE SEE ADDITIONAL RENTAL TERMS. FOR INTERNATIONAL OR EXPORT ORDERS, PLEASE SEE ADDITIONAL INTERNATIONAL TERMS.



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3305

Sheriff Pritchard Badge Purchase

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Jared Sparks, Undersheriff

ITEM PRESENTED BY

Nathaniel Derr, Lieutenant

RECOMMENDED ACTION:

Request Board, pursuant to Penal Code Section 538d, authorize Undersheriff Jared Sparks to provide Retiring Sheriff Eric Pritchard with his badge.

BACKGROUND / SUMMARY / JUSTIFICATION:

Sheriff Pritchard intends to retire effective December 30, 2022, and the Sheriff's Department would like to provide Sheriff Pritchard with his badge as a memento commemorating his service to Inyo County. This badge is no longer required for public use.

Pursuant to Penal Code section 538d(d)(2), Sheriff Pritchard meets the criteria for an "honorably retired" peace officer, as that term is used in section 538d. Honorably retired peace officers are entitled to receive their badges upon retirement. The badge must be presented to the retiring officer with the words "honorably retired" on the front or the badge must be affixed to a plaque. The Sheriff's Department has complied with this requirement by affixing Sheriff Pritchard's badge to a shadow box.

FISCAL IMPACT:

Funding Source		Budget Unit	
Budgeted?		Object Code	
Recurrence			
Current Fiscal Year Impact			
The revenue will be posted to Budget# 022700 - SHERIFF - GENERAL Object# 4936 Misc Sales.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Nathaniel Derr	Created/Initiated - 12/13/2022
Nathaniel Derr	Approved - 12/13/2022
Darcy Ellis	Approved - 12/13/2022
Jared Sparks	Approved - 12/13/2022
Grace Chuchla	Approved - 12/13/2022
Amy Shepherd	Approved - 12/13/2022
Nate Greenberg	Final Approval - 12/14/2022



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3321

Amendment of Fiscal Year 2022-2023 Road Budget 034600

Public Works - Road Department

ACTION REQUIRED

ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase estimated revenue in State Other Revenue Code No. 4499 by \$310,000 and increase appropriation in North Round Valley Road Object Code 5717 by \$310,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 20, 2022 your board approved Amendment No. 3 with Fountainhead of Anaheim, CA, increasing our contract by \$209,281.54. During that time there was enough funding in object code 5717 to approve this amendment. We have since encumbered additional funds for the construction contract for the North Round Valley Bridge project which utilized these funds for Amendment No. 3.

In addition to this Amendment No. 3 we will be processing an Amendment No. 4 for around \$100,000 in the coming month. We would like to amend the budget for this increase as well to prevent delay in processing payment to our consultant.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	No (requesting budget amendment)	Object Code	4499/5717
Recurrence	Ongoing Expenditure until project completion		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this budget amendment, however, this is not recommended as there are expenditures against current contracts that need to be paid.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 12/8/2022
Darcy Ellis	Approved - 12/8/2022
Breanne Nelums	Approved - 12/8/2022
Denelle Carrington	Approved - 12/8/2022
John Vallejo	Approved - 12/8/2022
Amy Shepherd	Approved - 12/8/2022
Michael Errante	Final Approval - 12/8/2022



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3268

Zone Text Amendment 2022-02/Inyo County - Housing Element Compliance Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Request Board:

- A) Conduct a public hearing on proposed Ordinance 1290, titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Sections 18.03.060; 18.06.220; 18.06.225; 18.06.291; 18.06.356; 18.06.456; 18.06.466; 18.06.746; 18.06.776; 18.06.777; 18.73.030; 18.06.495; 18.78.350; 18.21.020; 18.21.040; 18.22.020; 18.22.040; 18.30.030; 18.30.040; 18.33.020; 18.34.020; 18.34.040; 18.44.020; 18.44.030; 18.45.020; 18.48.020; 18.49.020; 18.51.020; 18.54.020; 18.75.090 D; 18.75.110 A; 18.75.060 E; 18.75.100 B; 18.78.310 A; 18.78.310 B; 18.78.150 E; 18.76.060 A; and, Amending Chapters 18.36 and 18.61 of the Inyo County Code;"
- B) Make the requested findings and certify that the action is exempt from CEQA; and,
- C) Waive further reading and enact said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

All jurisdictions in the state of California are required to have a General Plan. These General Plans must have seven mandatory elements, including a Housing Element pursuant to California Government Code Section 65580 et seq. Housing Element law is the most complicated of the General Plan Elements and Housing Elements must be regularly updated and approved by the State. For Inyo County this is to be done every eight years. The latest update was approved by the state on August 17, 2022.

Staff began the update process in the summer of 2020. The update work consisted of replacing the outdated demographics included in the element; a review of the policies already in place and where the county was with regard to them; identifying sites to meet the Regional Housing Needs Allocation; and, revisions to the current policies and programs based on new state regulations for housing elements and comments received through public, stakeholders and Department of Housing and Community Development (HCD) staff.

It took two years and many iterations of back and forth with drafts to HCD to obtain approval. Since the last Housing Element update in 2014, there has been an abundance of new housing laws adopted by the State. There were quite a lot of changes that had to be made to the Housing Element for it to be compliant with state law. Along with this, the County's zoning code must now be updated to be compliant

with the General Plan, as well as with new state housing law. Staff has prepared a draft ordinance (attached) updating Title 18 of the County Code to reflect: the General Plan update; state housing law where it was non-compliant; and/or where HCD required specific policies in the Housing Element. These changes include:

Removal of the Mobile Home Overlay Zone – the One-family Residential (RMH) zone. This overlay has been out of compliance with state law for several years as local jurisdictions cannot “zone out” mobile homes. Having a mobile home overall essentially zones them out of other residential designations. Staff had not applied the overlay for many years. Removing this overlay will result in properties being zoned one-family residential mobile home combined (RMH) to revert to one-family residential (R1), no overlay.

Removal of the Mobile Home Overlay Zone Design Standards. The state prohibits local jurisdictions from having zoning standards that make it difficult for people to site mobile homes. Recently, the requirement for foundations for mobile homes was removed from the County Building Code. This, along with the fact that building and health and safety codes address mobile home standards including roof pitch and siding, which is what Title 18 requirements address, makes the zoning code standards redundant and there will be no overlay to apply them to.

Adding Definitions:

- Emergency Shelter - means housing with minimal supportive services for homeless people that is limited to occupancy of six months or less by a homeless person.
- Employee housing - means premises used for residential purposes for temporary or seasonal persons employed to perform agricultural or industrial labor. The accommodations consist of any living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations maintained in one or more buildings, or one or more sites, and the premises upon which they are situated, or the area set aside and provided for parking of mobile homes or camping of five or more employees by the employer. Concurrent with the previous definition, employee housing may also involve permanent residency if the housing accommodation is a mobile home, manufactured home, travel trailer or recreational vehicle.
- Junior Accessory Dwelling Unit - means a unit that is no more than 500-square-feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- Low Barrier Navigation Center - means a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- Reasonable Accommodation - means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.
- Residential Facility - means any family home, group care facility, or similar facility determined by the State Department of Social Services, for 24-hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.
- Single Room Occupancy - means a residential facility where living accommodations are individual secure rooms, with or without separate kitchen or bathroom facilities for each room, rented to one or two-person households on a weekly or monthly basis.
- Supportive Housing - means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.
- Tiny home - means a dwelling that is 400-sq-feet or less, excluding lofts, and meets the requirements of the California Building Code.

These definitions were added to correspond with required added uses or to update current definitions to match state definitions.

Remove second homes and the requirement for conditional use permits for them. The County has already added code language addressing accessory dwelling units (ADU), which is the current terminology. Local jurisdictions must allow ADUs to be built with ministerial approval, meaning - with a building permit only. The county's requirement for a conditional use permit is not compliant with state law and staff has not applied it for years.

Remove requirement for a conditional use permit for multiple residential projects of 15-units or more in the R3 and CB zones. This requirement in the zoning code is completely non-compliant with the County's General Plan. The allowed density, per the General Plan for the zoning designations that allow for multiple residential is 15.1-24-units per acre. When the General Plan was adopted in 2002 it was evaluated under CEQA for 15.1-24-units per acre. HCD comments included that the County must remove this requirement.

Include multiple-family dwellings as a principal permitted use and take away the requirement for a conditional use permit in the CB zone. Requiring a conditional use permit for multiple family dwellings in commercial areas is in direct conflict with new state law for certain types of residential development and the County identified parcels for its RHNA sites on CB zoned parcels; therefore, multiple-family dwellings should be a principal permitted use.

Adding:

- Single Room Occupancy Units as principal permitted uses to the Heavy Commercial (C4) zone;
- Residential Care Facility, Single Room Occupancy, Transitional Supportive Housing, Group Homes, and Low Barrier Navigation Centers as principal permitted uses and, removing Residential Care Facility from conditional uses in the R3 zone;
- Transitional and Supportive Housing and Group Homes to the Rural Residential (RR), Rural Residential Starlite (RR0.5 Starlite), R1 and Multiple Residential, 2 units (R2) zones.

These uses must be added to the specified zoning districts for the County to be compliant with current state housing law.

FINDINGS

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. These changes affect where in specified residential zoning districts certain uses can occur. These uses are not new, and do not increase already established densities set forth in the County's General Plan. The changes are also required for the County's zoning code to be compliant with the County's General Plan.

GENERAL PLAN CONSISTENCY

These changes are being proposed primarily to cause sections of the County zoning code to be consistent with the County's General Plan as the changes are requirements of the County's 6th Cycle Housing Element Update.

ZONING ORDINANCE CONSISTENCY

None of the proposed changes are in conflict with other sections of the County's zoning code and each was added to bring the code into compliance with current state housing law and the changes required to the County's General Plan per the 6th Cycle Housing Element Update with regard to housing uses and opportunities; and therefore, the amendments will not affect the intent of Title 18 to direct certain types of residential land uses to specific areas within the County.

PLANNING COMMISSION RESOLUTION

The Planning Commission met on December 5, 2022, held a public hearing, and voted unanimously to adopt a resolution (attached) recommending that the Board of Supervisors approve Zone Text Amendment 2022-02. There was no public comment.

FISCAL IMPACT:

Funding Source	Grant Funded State Local Early Action Planning Grant (LEAP)	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

ATTACHMENTS:

1. Planning Commission Resolution 12.7.2022
2. Proposed Ordinance 1290

APPROVALS:

Cathreen Richards	Created/Initiated - 12/7/2022
Darcy Ellis	Approved - 12/7/2022
John Vallejo	Approved - 12/8/2022
Cathreen Richards	Final Approval - 12/8/2022

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2022-02 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 7 2022, to review and consider a request for approval of Zone Text Amendment No. 2022-02, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states in part that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, the approval of ZTA 2022-02 will result in updates to certain allowed principal permitted uses related to residential use and density, which does not, create higher densities or uses than what is already allowed by corresponding General Plan designations and will cause the zoning code to be compliant with the General Plan with regard to certain residential densities; and

WHEREAS, ZTA 2022-02 is consistent with the Inyo County Zoning code as it will result in updates to certain allowed principal permitted uses related to residential use and density, which does not, create higher densities or uses than what is established in the Inyo County Zoning Code and General Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the December 7, 2022, hearing, including the Planning Department Staff Report, the Planning Commission makes the following

findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to amend parts of the County Code to comply with current State housing laws and the requirements set forth by the California Department of Housing and Community Development, per the County's 6th cycle Housing Element Update, and does not add residential densities or uses that have not previously been evaluated under CEQA or are currently not allowed by the zoning code.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve ZTA 2022-02 based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 7th day of December 2022, by the following vote of the Inyo County Planning Commission:

AYES: 4
NOES: 0
ABSTAIN: 0
ABSENT: 1


Caitlin Morley, Chair
Inyo County Planning Commission

ATTEST: 
Cathreen Richards, Planning Director

By 
Paula Riesen, Secretary of the Commission

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE SECTIONS 18.03.060; 18.06.220; 18.06.225; 18.06.291; 18.06.356; 18.06.456; 18.06.466; 18.06.746; 18.06.776; 18.06.777; 18.73.030; 18.06.495; 18.78.350; 18.21.020; 18.21.040; 18.22.020; 18.22.040; 18.30.030; 18.30.040; 18.33.020; 18.34.020; 18.34.040; 18.44.020; 18.44.030; 18.45.020; 18.48.020; 18.49.020; 18.51.020; 18.54.020; 18.75.090 D; 18.75.110 A; 18.75.060 E; 18.75.100 B; 18.78.310 A; 18.78.310 B; 18.78.150 E; 18.76.060 A; AND, AMENDING CHAPTERS 18.36 AND 18.61 OF THE INYO COUNTY CODE.

WHEREAS, on August 16, 2022, the Inyo County Board of Supervisors adopted the 6th Cycle Housing Element Update; and

WHEREAS, on August 17, 2022, the California Department of Housing and Community Development (HCD) approved the County's 6th Cycle Housing Element Update and sent a letter of compliance to the County; and

WHEREAS, HCD's approval of the 6th Cycle Housing Element included required changes to the County's Zoning Code to ensure compliance with the requisite changes made to the County's General Plan per the updated Housing Element; and

WHEREAS, staff has reviewed the County's Zoning Code for other inconsistencies with current State Housing Law and found additional places where the Zoning Code requires updating to ensure compliance with State law; and

WHEREAS, these combined changes include: removing the mobile home overlay effectively eliminating the Single Residence and Mobile Home Combined (RMH) zone and reverting all properties with this designation to the One Family Residential (R1) zone and removing all references to (RMH), the Mobile Home Overlay and Mobile Home Design Standards; adding or amending definitions for Emergency Shelter, Employee Housing, Junior Accessory Dwelling Unit, Low Barrier Navigation Center, Reasonable Accommodation, Single Room Occupancy, Supportive Housing, and Tiny Home; removal of 'second homes' and conditional use permit requirements for them; removal of requirement for a conditional use permit for 15-units and above in the Multiple Residential zone 3-units and above (R3) and in the Central Business District (CB); including Mixed Use in the CB zone to require 50% residential use; adding Multiple-Family Dwellings as a principal permitted use in the CB zone and removing the requirement for a conditional use permit; adding Single Room Occupancy, Transitional Supportive housing, Group Homes and Low Barrier Navigation Centers as principal permitted uses in the CB, General Commercial and Retail (C1), and the Administrative and Professional Offices (C3) zones; adding Single Room Occupancy Units as principal permitted uses to the Heavy Commercial (C4) zone; adding Residential Care Facility, Single Room Occupancy, Transitional Supportive Housing, Group Homes, and Low Barrier Navigation Centers as principal permitted uses and, removing Residential Care Facility from conditional uses in the R3 zone; and, adding Transitional and Supportive Housing and Group

Homes to the Rural Residential (RR), Rural Residential Starlite (RR0.5 Starlite), R1 and Multiple Residential, 2 units (R2) zones; and

WHEREAS, on December 7, 2022, the Inyo County Planning Commission approved the proposed amendments to the Inyo County Code and further recommended these changes be made by the Board, ensure consistency with the Inyo County Zoning Code and General Plan and compliance with State law.

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

SECTION I. Section 18.03.060 of the Inyo County Code is amended in its entirety to read as follows:
“18.03.060 Districts Enumerated

There are the following districts, designated by the symbol shown opposite each in the listing contained in this section:

- OS, open space;
- R1, one family residential;
- R2, multifamily residential;
- R3, multiple residential;
- RR, rural residential;
- RR-0.5 - Starlite zone;
- CB, central business;
- C1, general commercial-retail;
- C2, highway services and tourist commercial;
- C3, administrative—professional offices;
- C4, heavy commercial;
- C5, commercial recreation;
- M1, general industrial and extractive;
- M2, light industrial;
- PP, precise plan;
- PUD, planned unit development;
- D, architectural design review board;
- P, public;
- SAHO, snow avalanche hazard overlay.

SECTION II. Section 18.06.220 of the Inyo County Code is amended in its entirety to read as follows:
“18.06.220 – Emergency Shelter. “Emergency Shelter” means housing with minimal supportive services for homeless people that is limited to occupancy of six months or less by a homeless person.

SECTION III. Section 18.06.225 of the Inyo County Code is amended in its entirety to read as follows:

“18.06.225 – Employee Housing. “Employee housing” means premises used for residential purposes for temporary or seasonal persons employed to perform agricultural or industrial labor. The accommodations consist of any living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations maintained in one or more buildings, or one or more sites, and the premises upon which they are situated, or the area set aside and provided for parking of mobile homes or camping of five or more employees by the employer. Concurrent with the previous definition, employee housing may also involve permanent residency if the housing accommodation is a mobile home, manufactured home, travel trailer or recreational vehicle.

SECTION IV. Section 18.06.291 of the Inyo County Code is amended to add as follows:

“18.06.291 – Junior Accessory Dwelling Unit. “Junior Accessory Dwelling Unit” means a unit that is no more than 500-square-foot in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

SECTION V. Section 18.06.356 of the Inyo County Code is amended to add as follows:

“18.06.356 – Low Barrier Navigation Center. “Low Barrier Navigation Center” means a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

SECTION VI. Section 18.06.456 of the Inyo County Code is amended to add as follows:

“18.06.456 – Reasonable Accommodation. “Reasonable Accommodation” means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

SECTION VII. Section 18.06.466 of the Inyo County Code is amended to add as follows:

“18.06.466 – Residential Facility. “Residential Facility” means any family home, group care facility, or similar facility determined by the State Department of Social Services, for 24-hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.

SECTION VIII. Section 18.06.746 of the Inyo County Code is amended to add as follows:

“18.06.746 – Single Room Occupancy. “Single Room Occupancy” means a residential facility where living accommodations are individual secure rooms, with or without separate kitchen or

bathroom facilities for each room, rented to one or two-person households on a weekly or monthly basis.

SECTION IX. Section 18.06.776 of the Inyo County Code is amended to add as follows:

“18.06.776 – Supportive Housing. “Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

SECTION X. Section 18.06.777 of the Inyo County Code is amended in its entirety to read as follows:

“18.06.777 – Tiny Home. “Tiny home” means a dwelling that is 400-sq-feet or less, excluding lofts, and meets the requirements of the California Building Code.

SECTION XI. Chapter 18.36 of the Inyo County Code is amended in its entirety to read as follows:

“RESERVED.

SECTION XII. Section 18.75.090 D of the Inyo County Code is amended in its entirety to read as follows:

“Only signs displaying a property address may be illuminated in any residential zone district (RR, RR-Starlite, R-1, R-2 and R-3).

SECTION XIII. Section 18.75.110 A of the Inyo County Code is amended in its entirety to read as follows:

“In the RR, RR-Starlite Estates, R-1, R-2 and R-3 zones, no sign shall exceed six feet in height.

SECTION XIV. Section 18.75.060 E of the Inyo County Code is amended in its entirety to read as follows:

“No off-premises sign need be removed or altered to conform to this chapter if said sign was lawfully erected in compliance with state laws and local ordinances and was in existence on January 7, 1999, or was lawfully erected after January 7, 1999, the county requires such removal, in which case the county shall pay just compensation to the owner of the sign and the owner of the parcel upon which the sign is located. However, nonconforming off-premises advertising signs and billboards located within residential zone districts (RR, RR-Starlite, R-1, R-2 and R-3) shall be removed or altered to conform to this chapter within the time period set forth in Sections 5412.1 and 5412.3 of the California Business and Professions Code.

SECTION XV. Section 18.75.100 B of the Inyo County Code is amended in its entirety to read as follows:

“The amount of signage on any residentially zoned lot (RR, RR-Starlite, R-1, R-2 and R-3) is permitted as follows:

1. In any residential zone, no nameplate shall have a sign area in excess of four inches by sixteen inches.

2. No real estate and/or rider sign shall have a sign area in excess of nine square feet. No more than two such signs shall be placed on any lot.

3. In the R-3 zone, no channel letter or internally illuminated wall sign shall have a sign area in excess of twenty-five square feet. No directory sign shall have a sign area in excess of twelve square feet.

SECTION XVI. Section 18.78.310 A of the Inyo County Code is amended in its entirety to read as follows:

“The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of less than one-half acre are permitted as an accessory use subject to the following conditions:.

SECTION XVII. Section 18.78.310 B of the Inyo County Code is amended in its entirety to read as follows:

“The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of one-half acre or more, and in all other zones regardless of lot size, shall be permitted as an accessory use so long as such use complies with all other state and county requirements and ordinances.

SECTION XVIII. Section 18.78.150 E of the Inyo County Code is amended in its entirety to read as follows:

“On a comer lot which is not within a R1 district and abuts a key lot, no accessory building shall be nearer the street than a distance equal to one-half the depth of front yard required on the key lot;

SECTION XIX. Section 18.76.060 A of the Inyo County Code is amended in its entirety to read as follows:

“Located within, or within three hundred feet of, any residential zoning district, i.e., R-1, R-2, R-3, RR or RR-0.5: or.

SECTION XX. Section 18.73.030 of the Inyo County Code is amended in its entirety to read as follows:

“18.73.030 Short-term rentals—General requirements.

Short-term rentals may be permitted on properties zoned open space (OS); rural residential (RR); rural residential Starlite; one-family residential (R1); and, multiple residential two-units (R2) subject to the following requirements and limitations:.

SECTION XXI. Chapter 18.61 of the Inyo County Code is amended in its entirety to read as follows:

“RESERVED.

SECTION XXII. Section 18.06.495 of the Inyo County Code is amended in its entirety to read as follows:

“RESERVED.

SECTION XXIII. Section 18.78.350 of the Inyo County Code is amended in its entirety to read as follows:

“RESERVED.

SECTION XXIV. Section 18.21.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the principal permitted uses of the RR (rural residential) zone:

- A. One single-family dwelling on a lot, including single-family mobile homes;
- B. Orchards, vegetable and field crops, nurseries and gardens;
- C. Transitional, Supportive and Group Homes.

SECTION XXV. Section 18.21.040 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the conditional uses of the RR (rural residential) zone:

- A. Social halls, lodges, fraternal organizations and community clubs except those operated for profit;
- B. Private noncommercial recreational facilities including country clubs, swimming pools and golf courses;
- C. Public and quasi-public buildings and uses of recreational, educational, religious, cultural and public service nature, excluding corporation yards, exterior storage, repair yards and warehouses;
- D. Residential care facilities, rest homes and sanitariums;
- E. Nursery schools and day care centers;
- F. Kennels;
- G. Commercial cannabis cultivation on parcels greater than twelve acres; such cultivation shall be at least three hundred feet from all parcel lot lines.
- H. Commercial cannabis cultivation on parcels greater than 2.5 acres shall be allowed only in the areas commonly known as Stewart Valley and Charleston View and subject to any design guidelines and other conditions and regulations, including setbacks that may be promulgated or required by the county.

SECTION XXVI. Section 18.22.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the principal permitted uses of the RR (rural residential) 0.5 acre-Starlite Estates zone:

- A. One single-family dwelling on a lot, including single-family mobile homes;
- B. Orchards, vegetable and field crops, nurseries and gardens;
- C. Transitional, Supportive and Group Homes.

SECTION XXVII. Section 18.22.040 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the conditional uses of the RR (rural residential) 0.5 acre-Starlite Estates zone:

- A. Social halls, lodges, fraternal organizations and community clubs except those operated for profit;
- B. Private noncommercial recreational facilities including country clubs, swimming pools and golf courses;
- C. Public and quasi-public buildings and uses of recreational, educational, religious, cultural and public service nature; excluding corporation yards, exterior storage, repair yards and warehouses;
- D. Nursery schools and day care centers;
- E. Kennels.

SECTION XXVIII. Section 18.30.030 of the Inyo County Code is amended in its entirety to read as follows:

“ The following principal uses are permitted in an R-1 district:

- A. One single-family dwelling on a lot, including single-family mobilehomes;
- B. Garden, orchard field crop, where no building is involved;
- C. Transitional, Supportive and Group Homes.

SECTION XXIX. Section 18.30.040 of the Inyo County Code is amended in its entirety to read as follows:

“ The following are conditional uses in an R-1 district, permitted only when authorized by the planning commission:

- A. Church;
- B. School, attendance at which satisfies the requirements of the state;

C. Utility, or public service facility, when operating requirements necessitate its location within the district, but not including a storage garage, machine shop or corporation yard;

D. Recreation facility owned and maintained by an agency of any city, the county, the state or federal agencies;

E. Community clubhouse and recreation area;

F. Parking lot, when established to fulfill the parking space requirements of a use occupying abutting property;

G. Child care facility, in compliance with Section 18.06.223, as determined by the planning commission.

SECTION XXX. Section 18.33.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following principal uses are permitted in an R-2 district:

A. One single-family dwelling on a lot; two separate single-family dwellings, including single-family mobile homes;

B. Duplex, including two-family mobile homes;

C. Garden, orchard, field crop, where no building is involved;

D. Transitional, Supportive and Group Homes.

SECTION XXXI. Section 18.34.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the principal permitted uses in the R-3 zone:

A. One single-family dwelling on a lot; two separate single-family dwellings, including single-family mobile homes;

B. Duplexes, including two-family mobile homes;

C. Multiple-family dwelling(s). Number of dwelling units to be determined by the general plan;

D. Garden, orchard, field crop, grazing;

E. Residential Care Facility;

F. Single Room Occupancy Units;

G. Transitional, Supportive and Group Homes;

H. Low Barrier Navigation Centers (in compliance with CA Government Code 65660-65668).

SECTION XXXII. Section 18.34.040 of the Inyo County Code is amended in its entirety to read as follows:

“The following are conditional uses in the R-3 zone:

A. Mobile home parks;

B. Public and quasi-public buildings and uses of a recreational, educational, religious, cultural or public service nature, excluding corporation yards, exterior storage repair yards and warehouses;

C. Churches;

D. Sanitariums;

E. Nursery schools and day care centers;

F. Parking lot;

G. Child care facility, in compliance with Section 18.06.223, as determined by the planning commission;

H. Informational kiosk in compliance with the provisions of Chapter 18.75 and subject to the provisions of Section 18.34.050.

SECTION XXXIII. Section 18.44.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following principle uses are permitted in the CB district, plus such other uses as the planning director may deem to be similar and not detrimental to other uses permitted in this zone, subject to Section 18.81.020:

A. Auto repair business;

B. Church/community assembly;

C. General hospital/medical services;

D. Libraries and museums;

E. Banks and financial services;

F. Business support services;

- G. Indoor entertainment;
- H. Eating/drinking establishments;
- I. Food and beverage sales, including liquor;
- J. Hotels and motels (including bed and breakfasts);
- K. Office—Business, professional, and medical;
- L. Personal services;
- M. Retail sales/rentals;
- N. Specialized education and training;
- O. Bus and transit shelters;
- P. Parking lots/park and ride lots;
- Q. Gas stations;
- R. Public and quasi-public buildings;
- S. Mixed use (requires 50% residential use);
- T. Multiple-family housing;
- U. Single Room Occupancy Units;
- V. Transitional, Supportive and Group Homes;
- W. Low Barrier Navigation Centers (in compliance with CA Government Code 65660-65668).

SECTION XXXIV. Section 18.44.030 of the Inyo County Code is amended in its entirety to read as follows:

“The following are conditional uses in the CB district, and shall be permitted only if approved by the planning commission:

- A. Public utility facility or substation, not including any service yard or repair shop;
- B. Mortuary;

C. Combination signs, electronic signs, informational kiosks and directory boards, off-site directional signs, off-site advertising signs not exceeding fifty square feet in sign area, tall wall signs, and three-dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Section 18.44.050;

D. A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman;

E. Child care;

F. Any permitted use when combined with or involving any outdoor display of goods or outdoor business activity;

G. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

H. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

I. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12 combining only some or all of those uses otherwise permitted by this section;

J. Mini-storage facilities.

SECTION XXXV. Section 18.45.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following principal uses are permitted in the C-1 district, when entirely conducted within an enclosed building:

A. Retail stores, including:

1. Bakery,
2. Book or stationery store,
3. Confectionery store,
4. Drugstore, pharmacy,
5. Dry goods or notions store,
6. Florist or gift shop,
7. Grocery, fruit or vegetable stores,
8. Hardware, plumbing or electrical appliance store,

9. Jewelry store,
 10. Meat market or delicatessen store,
 11. Apparel and department stores,
 12. Amusement enterprises,
 13. Antiques stores,
 14. Automobile and trailer sales, provided that repair work be conducted wholly within a building,
 15. Furniture stores,
 16. Secondhand stores if conducted wholly within completely enclosed building,
 17. Bar, cocktail lounge, and eating and drinking establishments,
 18. Liquor store,
 19. Sporting goods store;
- B. Office or ground space:
1. Automobile parking lot,
 2. Offices, business or professional, including financial and insurance;
- C. Services:
1. Bank,
 2. Barbershop and beauty parlor,
 3. Cafe or restaurant (including dancing or entertainment),
 4. Church,
 5. Clothes cleaning agency and/or pressing establishment,
 6. Club or lodge (nonprofit), fraternal or religious association,
 7. Community center,

8. Dressmaker or millinery shop,
9. Clinic,
10. Laundry agency,
11. Library,
12. Photographer,
13. Post office,
14. Shoe store and repair,
15. Tailor,
16. Motion picture theater,
17. Blueprinting or photostatting,
18. Cleaning and pressing establishment,
19. Carpenter shop, if conducted wholly within a completely enclosed building and no more than five persons are employed on the premises,
20. Conservatory of music,
21. Drive-in business,
22. Fortunetelling, clairvoyance or astrology,
23. Interior decorating store,
24. Locksmith shop,
25. Massage parlor,
26. Medical and dental laboratories,
27. Mortuary,
28. Newspaper plants,
29. Public garage, including automobile repairing, and incidental body work, painting or upholstering, if all operations are conducted wholly within a completely enclosed building; provided, however, that where a public garage is located on a lot which does not abut an alley

and is within sixty-five feet of a lot in any R district, the garage wall which parallels the nearest line of such district shall have no opening other than stationary windows,

30. Public services, including electric distributing substation, fire or police station, telephone exchange, and similar uses,

31. Theater,

32. Wedding chapel,

33. Automobile service station, including facilities for general repair or mechanical washing;

D. Housing:

1. Single Room Occupancy Units,

2. Transitional, Supportive and Group Homes,

3. Low Barrier Navigation Centers (in compliance with CA Government Code 65660-65668);

E. Other uses similar to above if approved by the planning commission.

SECTION XXXVI. Section 18.48.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following principal uses are permitted in a C-2 district, when conducted entirely within a completely enclosed building:

A. Store for the sale at retail of books, confectionery, dairy products, drugs, flowers, food, gifts, stationery, toys or variety household goods, excluding secondhand stores;

B. Barbershop, beauty parlor;

C. Tailor, dressmaking or shoe repair shop;

D. Office, bank, rental agency;

E. Laundry, or dry-cleaning pick-up agency, self-service automatic laundry;

F. Eating establishment, including liquor;

G. Commercial recreation facility;

H. Social, cultural, religious or philanthropic institution;

- I. Liquor stores;
- J. Motel, motor hotel;
- K. Automobile service station, including facilities for general repair or mechanical washing;
- L. Parking lot, as determined by the planning department;
- M. Sale at retail of new or used automotive vehicles, recreational vehicles or boats;
- N. Single Room Occupancy Units;
- O. Transitional, Supportive and Group Homes;
- P. Low Barrier Navigation Centers (in compliance with CA Government Code 65660-65668).

SECTION XXXVII. Section 18.49.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the principal permitted uses of the C-4 zone:

- A. Wholesale business, storage buildings, warehouses and vehicle storage areas;
- B. Bakery;
- C. Building material storage yard;
- D. Lumber yard;
- E. Contractor’s storage yard;
- F. Cabinet shop;
- G. Plumbing shop;
- H. Machine shop;
- I. Sheet metal shop;
- J. Welding shop;
- K. Truck repairing or overhauling, excluding a truck terminal;
- L. Animal hospitals, kennels and veterinaries;

- M. Assay business, excluding commercial processing of ores;
- N. Auto body repair and painting;
- O. Public and quasi-public buildings and uses of administrative, recreational, educational, religious, cultural, or public utility or service nature;
- P. Single Room Occupancy Units;
- Q. Any other use or service establishment determined by the planning commission to be of the same general character as the foregoing uses, and which will not impair the present or potential use of adjacent properties.

SECTION XXXVIII. Section 18.51.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following uses shall be permitted in the C-3 district, plus such other uses as the planning commission may deem to be similar and not detrimental to other uses permitted in this zone subject to Section 18.81.020 of this title:

- A. Office or office building for the conduct of business, professional or administrative services;
- B. Bank or loan agency;
- C. Church;
- D. Medical or dental offices;
- E. Medical, dental and optical clinics or laboratories (not including the manufacture of pharmaceuticals or other products);
- F. Public and quasi-public buildings and uses of an administrative, recreational, educational, religious nature, but not including corporation yards, storage or repair yards, and warehouses;
- G. Photographic studio (excluding retail sales of equipment or supplies);
- N. Single Room Occupancy Units;
- O. Transitional, Supportive and Group Homes;
- P. Low Barrier Navigation Centers (in compliance with CA Government Code 65660-65668).

SECTION XXXIX. Section 18.54.020 of the Inyo County Code is amended in its entirety to read as follows:

“The following are the principal permitted uses of the C-5 zone:

- A. Hotel, lodge or motel;
- B. Dude/fishing ranch;
- C. Spa;
- D. Restaurant and bar;
- E. Riding stable and pack station;
- F. General store;
- G. Service station;
- H. Agriculture and grazing;
- I. Single Room Occupancy Units;

J. Any other use or service establishment determined by the planning commission to be of the same general character as the foregoing uses, and which will not impair the present or potential use of adjacent properties.

SECTION XL. Severability

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

SECTION XLI. The proposed amendments to the Inyo County Code are exempt from the requirements of the California Environmental Quality Act pursuant to General Rule 15061(b)(3), as amending the County Code to meet State regulatory requirements does not carry any potential for causing any effect on the environment.

SECTION XLII. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this ____ day of December, 2022 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST: Nathan Greenberg
Clerk to the Board

By: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3270

Zone Text Amendment 2022-03/Reasonable Accommodation Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Request Board:

- A) Conduct a public hearing on proposed Ordinance 1291, titled, "An Ordinance of the Inyo County Board Of Supervisors Adding Section 18.80 to the Inyo County Code, Providing a Procedure for Reasonable Accommodation in the County's Land Use and Zoning and Building Regulations Pursuant to Federal and State Fair Housing Laws;"
- B) Make the requested findings and certify that the action is exempt from CEQA; and,
- C) Waive further reading of and enact said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

All jurisdictions in the state of California are required to have a General Plan. These General Plans must have seven mandatory elements, including a Housing Element pursuant to California Government Code Section 65580 et seq. Housing Element law is the most complicated of the General Plan Elements and Housing Elements must be regularly updated and approved by the State. For Inyo County this is to be done every eight years. The latest update was approved by the state on August 17, 2022. It took two years and many iterations of back and forth with drafts to the California Department of Housing and Community Development (HCD) to obtain approval.

One of the additions, required by HCD to approve the housing element, was for the County to add a reasonable accommodation ordinance (attached). The reasonable accommodation ordinance aims to remove land use, zoning and building constraints to the development of housing for individuals with disabilities and provide reasonable accommodation to ensure equal access to housing. The ordinance also provides the procedures for people who wish to request reasonable accommodation in land use, zoning and building regulations, as well as, a process and required findings for planning and building staff to use to review reasonable accommodation requests.

An example of how this might apply would be for someone who uses a wheelchair and needs a ramp to their front door. That ramp might need to encroach into the front yard setback. In this case, the person would fill out the reasonable accommodation form and planning staff would review the request and approve it if the person meets the criteria. With this accommodation, the ramp could be built without a

variance. This ramp might also need reasonable accommodation with regard to a building permit if, for example, the ramp requires a slightly steeper incline than allowed by the building code. Through the same process, this person could apply for reasonable accommodation to address that as well.

FINDINGS

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. These changes affect where in specified residential zoning districts certain uses can occur. This does not create new uses and does not increase already established densities set forth in the County’s General Plan. The changes are also required for the County’s zoning code to be compliant with the County’s General Plan.

GENERAL PLAN CONSISTENCY

These changes are being proposed primarily to cause the County code to be consistent with federal and state fair housing laws and the County General Plan, as the changes are requirements of the County’s 6th Cycle Housing Element Update approval.

ZONING ORDINANCE CONSISTENCY

This change is not in conflict with other sections of the County’s zoning code and is being added to bring it into compliance with current state and federal fair housing laws and the changes required by HCD to the County’s General Plan per the 6th Cycle Housing Element Update. The amendment will not affect the intent of Title 18 to direct certain types of residential land uses to specific areas within the County.

PLANNING COMMISSION RESOLUTION

The Planning Commission met on December 5, 2022, held a public hearing, and voted unanimously to adopt a resolution (attached) recommending that the Board of Supervisors approve Zone Text Amendment 2022-03. There was no public comment.

FISCAL IMPACT:

Funding Source	Grant Funded State Local Early Action Planning Grant (LEAP)	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Planning Commission Resolution 12.7.2022

2. Proposed Ordinance 1291

APPROVALS:

Cathreen Richards	Created/Initiated - 12/7/2022
Darcy Ellis	Approved - 12/7/2022
John Vallejo	Approved - 12/8/2022
Cathreen Richards	Final Approval - 12/8/2022

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2022-03 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 7 2022, to review and consider a request for approval of Zone Text Amendment No. 2022-03, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states in part that it is necessary for the Zoning ordinance and General Plan to be consistent with each other; and

WHEREAS, ZTA 2022-03 is consistent with the Inyo County General Plan as it will not result in higher densities than what is already established in the Inyo County General Plan; and

WHEREAS, ZTA 2022-03 is consistent with the Inyo County Zoning Code as it will not allow for new uses beyond what is already established in the Inyo County Zoning Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the December 7, 2022, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to amend Section 18.73.060 of the County Code to provide short-term rental areas and limitations by area for the number of allowed short-term rental permits and does not add residential densities or uses that are currently not allowed for by the zoning code.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.


BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve ZTA 2022-03 based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 7th day of December 2022, by the following vote of the Inyo County Planning Commission:

AYES: 4
 NOES: 0
 ABSTAIN: 0
 ABSENT: 1


 Caitlin Morley, Chair
 Inyo County Planning Commission

ATTEST: 
 Cathreen Richards, Planning Director

By 
 Paula Riesen, Secretary of the Commission

ORDINANCE NO.

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING SECTION 18.80 TO THE INYO COUNTY CODE, ESTABLISHING A PROCEDURE FOR REASONABLE ACCOMMODATION IN THE COUNTY'S LAND USE AND ZONING AND BUILDING REGULATIONS PURSUANT TO STATE AND FEDERAL FAIR HOUSING LAWS

WHEREAS, on August 16, 2022, the Inyo County Board of Supervisors adopted the 6th Cycle Housing Element Update; and

WHEREAS, on August 17, 2022, the California Department of Housing and Community Development (HCD) approved the County's 6th Cycle Housing Element Update and sent a letter of compliance to the County; and

WHEREAS, HCD's approval of the 6th Cycle Housing Element included required changes to the County's Zoning Code to ensure compliance with the requisite changes made to the County's General Plan per the updated Housing Element; and

WHEREAS, staff has further reviewed the County's Zoning Code for other inconsistencies with current State Housing Law and found additional places where the Zoning Code requires updating to ensure compliance with State law; and

WHEREAS, the addition of Chapter 18.80 to the County Code is proposed is pursuant to the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities; and

WHEREAS, on December 7, 2022, the Inyo County Planning Commission approved the recommendation to add Chapter 18.80 to the Inyo County Code to ensure consistency among the Inyo County Zoning Code and General Plan and compliance with state law.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION ONE: Chapter 18.80 shall be added to the Inyo County Code to read as follows:

Chapter 18.80 Reasonable Accommodation

18.80.010 Purpose.

It is the policy of Inyo County, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter “fair housing laws”), to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This ordinance establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the county to comply fully with the intent and purpose of fair housing laws.

18.80.020 Findings.

The Federal Fair Housing Amendments Act of 1988 and California’s Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing:

- A. The Housing Element of the county must identify and develop a plan for removing governmental constraints to housing for individuals with disabilities including local land use and zoning constraints or providing reasonable accommodation;
- B. The Attorney General of the State of California has recommended that cities and counties implement fair housing reasonable accommodation procedures for making land use and zoning determinations concerning individuals with disabilities to further the development of housing for individuals with disabilities;
- C. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures will further the county’s compliance with federal and state fair housing laws and provide greater opportunities for the development of critically needed housing for individuals with disabilities.

18.80.030. Applicability.

Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities. An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment. A request for reasonable accommodation may be made by any

individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.

18.80.040. Notice to the Public of Availability of Accommodation Process.

Notice of the availability of reasonable accommodation shall be prominently displayed at public information counters in the Planning and Building and Safety departments, advising the public of the availability of the procedure for eligible individuals. Forms for requesting reasonable accommodation shall be available to the public in the Planning and Building and Safety departments.

18.80.050. Requesting Reasonable Accommodation.

In order to make housing available to an individual with a disability, any eligible person as defined in 18.80.030 may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures, as follows:

A. Requests for reasonable accommodation shall be in writing and provide the following information:

- (1) Name and address of the individual(s) requesting reasonable accommodation;
- (2) Name and address of the property owner(s);
- (3) Address of the property for which accommodation is requested;
- (4) Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought; and
- (5) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

B. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

C. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

D. If an individual needs assistance in making the request for reasonable accommodation, the county will provide assistance to ensure that the process is accessible.

18.80.060 Reviewing Authority.

A. Requests for reasonable accommodation shall be reviewed by the Planning and/or Building and Safety Department using the criteria set forth in 18.80.070.

B. The reviewing authority shall issue a written decision on a request for reasonable accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in 18.80.070.

C. If necessary to reach a determination on the request for reasonable accommodation, the reviewing authority may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

18.80.070 Required Findings.

The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

- (1) Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;
- (2) Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;
- (3) Whether the requested accommodation would impose an undue financial or administrative burden on the county and;
- (4) Whether the requested accommodation would require a fundamental alteration in the nature of the county's land use and zoning or building program.

18.80.080 Written Decision on the Request for Reasonable Accommodation.

A. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the reviewing authority's findings on the criteria set forth in 18.80.070. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below. The notice of decision shall be sent to the applicant by certified mail.

B. The written decision of the reviewing authority shall be final unless an applicant appeals it to the county's planning commission.

C. If the reviewing authority fails to render a written decision on the request for reasonable accommodation within the thirty (30) day time period allotted by 18.80.060, the request shall be deemed granted.

D. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

18.80.090. Appeals.

A. Within thirty (30) days of the date of the reviewing authority's written decision, an applicant may appeal an adverse decision. Appeals from the adverse decision shall be made in writing.

B. If an individual needs assistance in filing an appeal on an adverse decision, the county will provide assistance to ensure that the appeals process is accessible.

C. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

D. Nothing in this procedure shall preclude an aggrieved individual from seeking any

SECTION TWO: Amending Inyo County Code Title 18 to include Chapter 18.80 is exempt from the requirements of the California Environmental Quality Act pursuant to General Rule 15061(b)(3), as adding a process for reasonable accommodations does not carry any potential for causing a significant effect on the environment.

SECTION THREE: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

Inyo County Board of Supervisors

ATTEST:

By:_____



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3324

Electric Vehicle Charging System Streamlined Permitting Process

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Tyson Sparrow

RECOMMENDED ACTION:

Request Board: A) Waive the first reading of proposed Ordinance 1292, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Adding Chapter 14.30 to the Inyo County Code and Setting Forth Procedures for Expediting Permitting Processing for Electric Vehicle Charging Systems;" and B) Set enactment for Tuesday, January 3, 2023 in the Board of Supervisors Chambers, Independence, CA.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2015, the State of California adopted Assembly Bill 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations.

An electric vehicle charging station is any level of electric vehicle supply equipment station which deliver electricity from a source outside an electric vehicle into a plug-in electric vehicle. AB 1236 may refer to the recommendations in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research.

Background

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the

existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850.7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

Assembly Bill 1236 (2015) also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging station based on the approval of an association as defined in California Civil Code, Section 4080.

Staff recommends that County Board of Supervisors introduce for First Reading the attached ordinance, given Government Code Section 65850.7's requirement that local agencies adopt such an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations. Most of the procedures, such as electronic submittal of plans are currently in place and comply with the requirements of the Assembly Bill and staff are assured that successful implementation of an expedited, streamlined process will be available to permit applicants.

Next Steps

Concurrent with the Board's adoption of the ordinance in January, staff is taking measures to meet all requirements of Assembly Bill 1236. This includes finalizing the application checklist in conjunction with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook", measures for electrical compliance, and standard items for fire prevention safety. Building inspection staff are also developing procedures for expedient and thorough inspection of the electric vehicle charging stations.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	Ongoing Revenue		
Current Fiscal Year Impact			
Unknown - Revenue would be realized based on actual applications.			
Future Fiscal Year Impacts			
Unknown - Revenue would be realized based on actual applications.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not adopt this ordinance and be out of compliance with the ZEV Streamlined Permitting requirements as set forth in AB 1236.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works; Planning; Administration.

ATTACHMENTS:

1. Draft Ordinance Electric Charging Permit Streamlining

2. AB 1236 Checklist at Permitting

APPROVALS:

Nate Greenberg	Created/Initiated - 12/14/2022
Darcy Ellis	Approved - 12/14/2022
John Vallejo	Approved - 12/14/2022
Amy Shepherd	Approved - 12/14/2022
Nate Greenberg	Final Approval - 12/15/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA ADDING CHAPTER 14.30 TO THE INYO COUNTY CODE AND SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, the State of California and the County of Inyo have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California recent adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the County's reliance on environmentally damaging fossil fuels.

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

SECTION I. Chapter 14.30 of the County of Inyo County Code is hereby added to read as follows:

“Chapter 14.30: EXPEDITED ELECTRIC VEHICLE CHARGING SYSTEM PERMITTING PROCESS

14.30.010 Definitions.

The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

14.30.020 Purpose.

Expedited Electric Vehicle Charging Station Permitting Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this Chapter.

14.30.030 Expedited Review Process.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle

charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The County’s adopted checklist shall be published on the County’s website.

14.30.030 Electronic Submittal.

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

14.30.040 Association Approval:

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

14.30.050 Permit Application Processing.

A permit application that satisfies the information requirements in the County’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

14.30.060 Technical Review.

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official’s authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, County may require the applicant to apply for a use permit.

14.30.070 Application Processing.

Any provision of the County of Inyo County Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.”

SECTION II: Severability.

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

SECTION III: Effective Date

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Jennifer Roeser, Vice Chairperson
Inyo County Board of Supervisors**

ATTEST:
**Nate Greenberg
Clerk of the Board**

By: _____
Darcy Ellis, Assistant

COUNTY OF INYO

RESIDENTIAL AND NON-RESIDENTIAL CHECKLIST FOR PERMITTING ELECTRIC VEHICLES AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the *“Plug-In Electric Vehicle Infrastructure Permitting Checklist”* contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Job Address:	Permit No.
<input type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family (Apartment) <input type="checkbox"/> Multi-Family (Condominium)	
<input type="checkbox"/> Commercial (Single Business) <input type="checkbox"/> Commercial (Multi-Businesses)	
<input type="checkbox"/> Mixed-Use <input type="checkbox"/> Public Right-of-Way	
Location and Number of EVSE to be Installed:	
Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____	
Description of Work:	

Applicant Name:	
Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: <input type="checkbox"/> Level 1 (120V) <input type="checkbox"/> Level 2 (240V) <input type="checkbox"/> Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: <input type="checkbox"/> Wall Mount <input type="checkbox"/> Pole Pedestal Mount <input type="checkbox"/> Other _____	

System Voltage: <input type="checkbox"/> 120/240V, 1 ϕ , 3W <input type="checkbox"/> 120/208V, 3 ϕ , 4W <input type="checkbox"/> 120/240V, 3 ϕ , 4W <input type="checkbox"/> 277/480V, 3 ϕ , 4W <input type="checkbox"/> Other _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps
Rating of Circuit for EVSE: _____ Amps / _____ Poles
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. <i>(or verify with Inspector in field)</i>

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

• Connected Load of Existing Panel Supplying EVSE = _____ Amps

• Calculated Load of Existing Panel Supplying EVSE = _____ Amps

• Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps
(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" <https://www.opr.ca.gov>

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum
Ampacity of EVSE Conductor = # _____ AWG

For Single-Family: Size of Existing Service Conductors = # _____ AWG or
kcmil

- or - : Size of Existing Feeder Conductor
Supplying EVSE Panel = # _____ AWG or
kcmil

(or Verify with Inspector in field)

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3332

Proclamations Honoring Supervisors Dan Totheroh and Rick Pucci Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board approve proclamations honoring outgoing Supervisors Dan Totheroh and Rick Pucci for their service to Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

Supervisor Pucci has served on the Inyo County Board of Supervisors since 2011. Supervisor Totheroh has served since 2015. Both supervisors are retiring from service to the County at the end of their current terms in January. Today will be their last Board meeting before leaving office. Proclamations honoring and thanking the Supervisors have been prepared by staff.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Proclamation - Rick Pucci
2. Proclamation - Dan Tothoroh

APPROVALS:

Darcy Ellis	Created/Initiated - 12/13/2022
Nate Greenberg	Final Approval - 12/14/2022



C O U N T Y O F

Inyo

Proclamation

HONORING SUPERVISOR RICK PUCCI

Whereas, in 2010, coming on the heels of a 30-plus-year career as the Bishop City Administrator, Rick Pucci was elected by the residents of District 3 to serve on the Inyo County Board of Supervisors; and,

Whereas, since taking office in January 2011, Rick has spent the last 12 years representing the citizens of Inyo County, and the residents of the Third District, by remaining true to his values and principles, encouraging and seeking out constituent feedback, being fiscally prudent, and respecting varying points of view; and,

Whereas, having earned the trust and admiration of his constituents, Rick was returned to office in both 2014 and 2018; and,

Whereas, the hallmarks of Rick's term in office have been his patient and thorough consideration and discussion of controversial issues, passionate defense of the local quality of life, open-minded and fair decision-making, calm and welcoming demeanor, dedication, hard work, fairness, and humility – all traits that have earned him widespread respect throughout Inyo County and among peers and colleagues throughout the nation.

Whereas, during his tenure, Supervisor Pucci has selflessly and diligently served Inyo County, its citizens, and its environment on numerous committees and commissions, including the Agricultural Resources Advisory Board, Local Agency Formation Commission, Local Transportation Commission; the Inyo Fish & Wildlife Commission, Financial Advisory Committee, County-City of Bishop Liaison Committee, Northern Inyo Airport Advisory Committee, Indian Gaming Local Community Benefit Committee, Inyo-L.A. Standing Committee, the California State Association of Counties, Rural County Representatives of California, and National Association of Counties; and,

Whereas, Rick has advocated for small businesses, open dialogue and transparency, strong fiscal policies, sensible water and air policies, sustainable recreation, continued access to public lands, delivery of PILT funding and full reimbursement for State and federally mandated programs, funding for roads and road improvements, healthy fisheries and practical hunting regulations, regional air service, countywide improvement in broadband, infrastructure improvements throughout the County and on public lands, a diverse and sustainable economy, and balanced planning and zoning rules, among other issues; and,

Whereas, during the past 12 years, Rick has helped lead the County of Inyo during many historic moments, including the creation of the Eastern Sierra Area Agency on Aging; approval of the Digital 395 project; completion of the Forest Service Land Management Planning Rule; the start of commercial air service at Bishop Airport; completion of the Consolidated Office Building in Bishop; service redesign; the hiring of three County Administrative Officers; multiple natural disasters caused by local fires, floods, and wind events; adoption of commercial cannabis regulations; development of the Inyo County Renewable Energy General Plan Amendment; transfer of the Town Water Systems to the County; and Inyo's response to COVID-19.

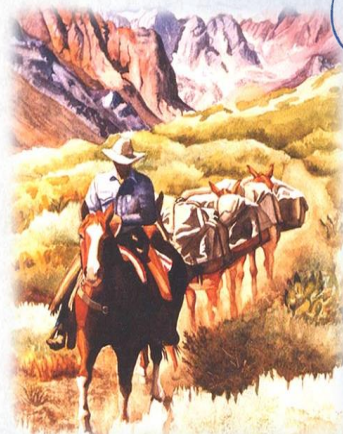
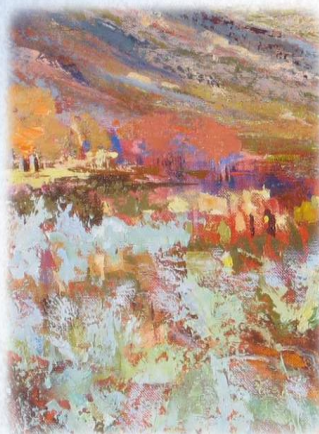
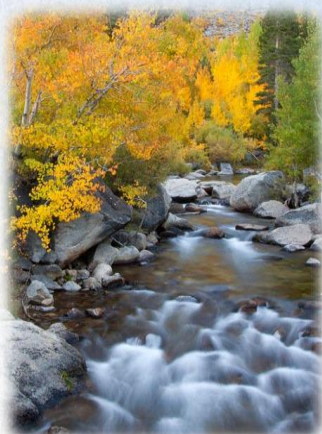
Whereas, while Rick was serving the public and the County, he continued to be the most loving husband, father, and grandfather he could be, supporting and doting on his beloved wife, Mary; sons, Ricky (and his wife Alana) and Dean, and his grandchildren, Kaeden, Gavin, and Ella; and

Whereas, after 12 years, Rick has decided to retire from public service at the County level.

Now, therefore, be it proclaimed, the Inyo County Board of Supervisors does hereby most sincerely thank Rick Pucci for his public service and enumerable accomplishments, congratulates Rick on his retirement, and offers Rick its most heartfelt wishes for a healthy, happy, and rewarding retirement.

Passed and proclaimed this 20th day of December, 2022, by the Inyo County Board of Supervisors.

Vice Chairperson Jennifer Roeser





C O U N T Y O F

Inyo

Proclamation

HONORING SUPERVISOR DAN TOTHEROH

Whereas, in 2014, Dan Totheroh was elected by the residents of District 1 to serve on the Inyo County Board of Supervisors; and

Whereas, since taking office in January 2015, Dan has spent the last eight years representing the citizens of Inyo County, and the residents of the First District, by embracing the values of responsive and responsible governance, welcoming public input, contributing to flexible problem-solving, and encouraging healthy dialogue and constructive deliberation; and

Whereas, Dan's constituents voted to return him to office a second time, in 2018, as they once again placed their faith and trust in his measured decision-making; and

Whereas, the hallmarks of Dan's term in office have been his enthusiastic approach to problem-solving, love of learning, fairness, integrity, humility, compassion, selflessness, ability to translate and distill complex topics for the public, and well-known penchant for easing tension with one of his trademark "dad jokes," – all of which have endeared him not just to District 1 voters, but residents countywide and colleagues and peers near and far; and

Whereas, during his tenure, Supervisor Totheroh has selflessly and diligently served Inyo County, its citizens, and its environment on numerous committees and commissions, including the Eastern Sierra Area Agency on Aging Advisory Committee, County Service Area No. 2 Board of Directors, Behavioral Health Advisory Board, Great Basin Unified Air Pollution Control District Board of Directors, Integrated Solid Waste Management Task Force, Local Agency Formation Commission, Eastern Sierra Transit Authority Board of Directors, Owens Valley Groundwater Authority Board of Directors, and Eastern Sierra Council of Governments; and

Whereas, Dan has advocated for strong fiscal policies, sensible water and air policies, sustainable recreation, mental health awareness, environmental protection, equality and inclusiveness, access to reliable public transportation, regional air service, countywide improvement in broadband, infrastructure improvements throughout the County and on public lands, a diverse and sustainable economy, and services for the local aging population, among other issues; and

Whereas, during the past eight years, Dan has helped lead the County of Inyo during many historic moments, including the start of commercial air service at Bishop Airport; the completion of the Consolidated Office Building in Bishop; service redesign; the hiring of three County Administrative Officers; the creation of the Owens Valley Groundwater Authority; multiple natural disasters caused by local fires, floods, and wind events; the adoption of commercial cannabis regulations; development of the Inyo County Renewable Energy General Plan Amendment; the development and implementation of a comprehensive plan for Mental Health Services in Inyo County, transfer of the Town Water Systems to the County; and Inyo's response to COVID-19 – even serving as Board Chair during a particularly tumultuous time of the pandemic; and

Whereas, Dan's accomplishments are even more significant given he had previously overcome a severe learning disability – something he is rightfully proud of; and

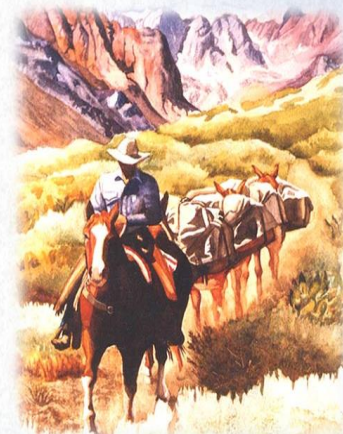
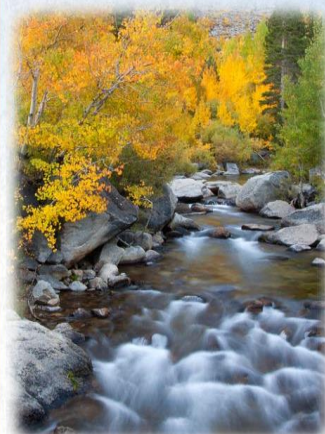
Whereas, while Dan was serving the public and the County, he continued to be the most loving son, brother, father and grandfather he could be, supporting, praising, and proudly sharing stories about his daughters, Kathryn and Heather and their spouses; grandson, Dylan; brothers, David and Steve; his mother 102-year-old mother, Marian; and a granddaughter arriving in May; and

Whereas, after eight years, Dan has decided to retire from public service with the County; and

Now, therefore, be it proclaimed, the Inyo County Board of Supervisors does hereby most sincerely thank Dan Totheroh for his public service and enumerable accomplishments, congratulates Dan on his retirement, and offers Dan its most heartfelt wishes for a healthy, happy, and rewarding retirement.

Passed and proclaimed this 20th day of December, 2022, by the Inyo County Board of Supervisors.

Vice Chairperson Jennifer Roeser





INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3325

Transient Occupancy Tax District Improvement Fund Budget Policy County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board review, provide comments with regard to, and approve the Transient Occupancy Tax District Improvement Fund Budget Policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 27th, 2022, the Inyo County Board of Supervisors decided to repeal Inyo County Code Section 3.20.035, "Allowance for Collection Costs," a.k.a. TOT Operator Allowance and instead retain the associated funds for community and tourism oriented projects or initiatives. During that meeting, the Board directed staff to return with a draft budget policy which described how the funds would be tracked, allocated, and applied for.

This item is intended to present the Board with a draft set of budget policy recommendations which would go into effect on July 1, 2023.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	Ongoing Revenue & Expenditure		
Current Fiscal Year Impact			
The exact annual revenue for the TOT District Improvement Fund is unknown, though expected to be in the range of \$100,000 per year.			
Future Fiscal Year Impacts			
Funds may be utilized in the year they are received or held in reserve to accumulate for a larger, future project application.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to ask staff to revise the Transient Occupancy Tax District Improvement Fund Budget Policy and bring back an alternative version at a later date; or determine another way to disburse the TOT Operator Allowance funds all together.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor/Controller; Treasurer/Tax Collector; County Counsel.

ATTACHMENTS:

1. TOT District Improvement Fund Budget Policy - December 2022 - Draft

APPROVALS:

Nate Greenberg	Created/Initiated - 12/13/2022
Darcy Ellis	Approved - 12/14/2022
John Vallejo	Approved - 12/14/2022
Amy Shepherd	Approved - 12/14/2022
Nate Greenberg	Final Approval - 12/14/2022



TOT DISTRICT IMPROVEMENT FUND

BUDGET POLICY

DECEMBER 2022



BACKGROUND

On September 27, 2022, the Inyo County Board of Supervisors repealed the Transient Occupancy Tax (TOT) Operator Allowance. Upon repeal, the funds which were previously retained by TOT Operators will instead be remitted to the County as part of their TOT remittal and placed in an assigned fund, herein referred to as the TOT District Improvement Fund (TOTDIF).

These funds are reserved for the purpose of investing in initiatives which improve the experience of residents and visitors throughout the County. The funds may be used for a wide variety of projects, including but not limited to, infrastructure, tourism and marketing efforts, or other community-oriented projects.

METHODOLOGY

- 4% of all TOT collected from remitters will be deposited into a stand-alone TOT District Improvement Fund.
- TOT will be tracked based on the Supervisorial District in which it was collected and reviewed on an annual basis as the next Fiscal Year's budget is being developed.
- A report showing existing fund balance and annual revenue received by District will be made available annually or upon request.
- Regardless of the amount of revenue realized, each District will be guaranteed a minimum base TOTDIF allocation of \$5,000 each year.
- If a District does not generate at least \$5,000, the funds necessary to make up the difference between the dollar amount realized and \$5,000 will come from the highest grossing District's allocation.

USAGE GUIDELINES

- This policy becomes effective on July 1, 2023 and remains effective until repealed or replaced by the Inyo County Board of Supervisors.
- The TOTDIF funds will be used for community projects, tourism-related activities, or other efforts which generally enhance the experience of residents and visitors.
- Funds are reserved for use within the District from which they are collected. However, any District Supervisor may support spending any portion of their funds on a project which benefits another District or the County as a whole.
- Funds may be applied for and used each year or held in reserve to accumulate for future use within the District.
- Projects may be one-time, and/or sustainment in nature.
- Funds may be applied for on an annual basis, following the same general guidelines and timeframe of the Community Project Sponsorship Program (CPSP) or Grants in Support Program (GISP).

- Applications for use of funds will be submitted alongside other CPSP grants, however, projects will only be competitive within the District based on the funds available.
- The Supervisor for the District in which an application is received will be asked to review applications for projects within their jurisdiction along with the County Administrator and other staff as deemed appropriate.



INYO COUNTY BOARD OF SUPERVISORS

DAN TOTTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 20, 2022

Reference ID:
2022-3336

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison

RECOMMENDED ACTION:

Request Board approve the minutes of the December 13, 2022 Board of Supervisors meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 12/14/2022
Darcy Ellis	Final Approval - 12/14/2022