

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

June 26, 2018

8:30 a.m. 1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case No. BVC-18-101261 (Eminent Domain - Independence); Case No. BVC-18-101260 (Eminent Domain – Lone Pine); and Case No. BVC-18-101262 (Eminent Domain - Bishop)**
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: County Administrator.**

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

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Kristen Haynie, Office Tech I, Personnel/Auditor-Controller; Thomas White, Deputy Probation Officer, Probation; and Cynthia Browning, Office Tech I, Kathryn Paterson, Engineering Assistant I, and Trevor Taylor, Engineering Assistant I, Public Works.

AGRICULTURAL COMMISSIONER

9. Request Board approve an agreement between the County of Inyo Owens Valley Mosquito Abatement Program (OVMAP) and the Mammoth Lakes Mosquito Abatement District (MLMAD) for the provision of mosquito control services for the period of July 1, 2018 through June 30, 2023 in an amount not to exceed \$325,000, and authorize the Chairperson to sign.
10. Request Board: A) approve a three-year contract with SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and the 2005 Mosquito Control and Disease Prevention Assessment for the fiscal years 2018-2019, 2019-2020, and 2020-2021 in an amount not to exceed \$41,112 contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign the contract contingent upon all appropriate signatures being obtained.

CLERK-RECORDER-REGISTRAR OF VOTERS

11. Request Board issue an order accepting the Statement of All Votes Cast at the Statewide Direct Primary Election held June 5, 2018 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

COUNTY ADMINISTRATOR

12. Request Board approve Amendment No. 12 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract to June 30, 2019 and increasing the contract amount by \$20,000 and authorize the Chairperson to sign contingent upon appropriate signatures being obtained.
13. Request Board approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained.
14. **Film Commissioner** – Request Board approve a contract between the County of Inyo and Chris Langley for the provision of Film Commissioner services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$109,400, subject to the Board's approval of future County budgets, and authorize the County Administrator to sign contingent on all appropriate signatures being obtained.
15. **Motor Pool** – Request Board approve the necessary repair of a Motor Pool vehicle in the amount of \$2,060 payable to Inyo-Mono Body Shop of Bishop.

COUNTY COUNSEL

16. Request Board approve Amendment No. 3 to the contract between Greenan, Peffer, Sallandar & Lally, LLP for the provision of legal services, to increase the contract limit to \$400,000, and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

17. **First 5** – Request Board approve the contract between the County of Inyo and Northern Inyo Hospital for Childbirth Education and Breastfeeding Support services in an amount not to exceed \$72,000 for the period of July 1, 2018 to June 30, 2021, contingent upon continued grant funding and the Board's adoption of future budgets, and authorize the Chairperson to sign.
18. **Social Services** – Request Board approve the contract between the County of Inyo and Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.

PUBLIC WORKS

19. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the West Bishop Roadway Reconstruction Project."
20. Request Board: A) approve the plans and specifications for the Bishop Senior Center Improvement Project; and B) authorize the Public Works Director to advertise and bid the project.

WATER DEPARTMENT

21. Request Board approve Amendment No. 1 to the contract between the County of Inyo and RO Anderson for the Recycled Water for Conservation and Community Projects Feasibility Study, extending the term of the contract from June 30, 2018 to December 31, 2018, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
22. Request Board approve and authorize the Chairperson to sign Amendment No. 1 to the contract between the County of Inyo and Environmental Science Associates for California Environmental Quality Act study of the Owens River Water Trail by: A) extending the term of the contract from November 1, 2018 to August 1, 2019; B) removing "see attached" from Attachment B (remove Table 3-1 and Cost Proposal: ESA Non-Labor Expenses Summary); and C) removing reference to Attachment B from Attachment C-Schedule of Travel and Per Diem Payment (amended Attachment B & C attached).
23. Request Board approve the consultants contracts between the County of Inyo and Lower Owens River Project Memorandum of Understanding consultants Mark Hill and Bill Platts (formerly, Ecosystem Sciences), serving as individual contractors, for the provision of Biological Resources Consulting Services in the amount of \$31,480 for Mark Hill and \$30,220 for Bill Platts (dba Platts Consulting) for a total amount not to exceed \$61,700 for the period of July 1, 2018 to June 30, 2019; and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.

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

24. **SUPERVISOR JEFF GRIFFITHS** – ***Veteran's Housing Presentation*** – Supervisor Griffiths will update the Board regarding conversations he has been invited to participate in with representatives from the Bishop VFW, IMACA, City of Bishop, and the County's Veteran's Services Representative regarding a conceptual veteran's housing project in Bishop.
25. **BOARD OF SUPERVISORS** – ***Chairperson Totheroh*** – Request Board discuss and possibly approve changes to the 2018 Board of Supervisors committee assignments to alleviate scheduling conflicts.
26. **BOARD OF SUPERVISORS** – ***Supervisor Kingsley*** – Request Board approve a letter of support for Assembly Bill 924: the Cannabis Regulatory Enforcement Act for Tribal Entities (CREATE) Act, and authorize the Chairperson to sign.
27. **PUBLIC WORKS** – Request Board: A) prioritize Active Transportation Program projects and direct staff to submit two grant applications on the top two ranked projects; B) approve Contract Amendment No. 1 between the County of Inyo and LSC Transportation Consultants for the provision of transportation planning services, by increasing the contract amount by \$19,145 for a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop; C) authorize the Chairperson to sign the amendment; and D) authorize the Public Works Director to implement the two proposed County grant projects.
28. **COUNTY ADMINISTRATOR** – ***Recycling & Waste Management*** – Request Board approve the disposal of crushed concrete from the landfill for established handling fees in a similar manner to other slightly processed materials for diversion from the landfill.
29. **PLANNING** – Request Board: A) review the draft comment letter prepared by staff regarding the Saline Valley Warm Springs Management Plan and Draft Environmental Impact Statement; B) provide comment; and C) potentially give direction to have the Chairperson sign and staff send.

30. ***PLANNING – Workshop*** – Request Board: A) receive a presentation from staff regarding Dark Skies and the presence of nuisance lighting; and B) provide comment and direction to staff on the matter of Dark Skies and potential development of an ordinance.

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

31. ***PUBLIC COMMENT***

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: Agriculture – Owens Valley Mosquito Abatement Program

FOR THE BOARD MEETING: June 26, 2018

SUBJECT: Agreement between the County of Inyo Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) for mosquito abatement services

DEPARTMENTAL RECOMMENDATION:

Request Board A) Approve an agreement between the County of Inyo, OVMAP and MLMAD for the provision of mosquito abatement services for the period of July 1, 2018 to June 30, 2023 in an amount not to exceed \$325,000, and B) Authorize the Chairperson to sign the agreement.

SUMMARY DISCUSSION:

This agreement would continue the provision of mosquito abatement services by OVMAP to MLMAD for a period of five years. OVMAP has been providing such services for the past 5 years under an agreement that will expire on June 30, 2018. Services include mosquito larval source monitoring and control, adulticide operations when necessary, biweekly monitoring of adult mosquito populations, and testing for disease presence.

ALTERNATIVES:

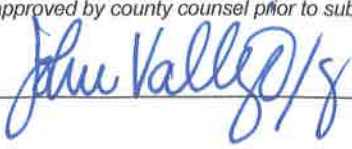

The Board could decide not approve the agreement. This could result in a lapse of mosquito control services for the community of Mammoth Lakes increasing the risk of mosquito-borne disease transmission and nuisance mosquito conditions. Not approving this contract would also reduce OVMAP revenues by \$65,000 in fiscal year 2018/2019 and each year thereafter for the term of the agreement.



OTHER AGENCY INVOLVEMENT:

The agreement was prepared by Inyo and Mono County Counsels with involvement from both OVMAP and MLMAD. The MLMAD board of directors approved the agreement at their regular meeting on June 11, 2018.

FINANCING:

The agreement would provide that MLMAD shall pay the County of Inyo, OVMAP (Budget Unit 154101) \$65,000 annually over the period of five years for a total amount of \$325,000.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved:  Date <u>6/13/18</u>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date <u>6/13/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  For Nathan Rende Date: 6/14/18

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

WHEREAS, the Mammoth Lakes Mosquito Abatement District (hereinafter referred to as “MLMAD”), has the need for the mosquito abatement services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as “County”) performed through or by its Owens Valley Mosquito Abatement Program, 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

This Agreement supersedes all prior agreements between MLMAD and the County for the provision of mosquito abatement services, including the existing agreement that is set to expire in August of 2018.

The County hereby agrees to provide mosquito abatement services to MLMAD. These services will include field surveillance, monitoring and mosquito control in the MLMAD, as further set out in Appendix A. The goal of this agreement is to place primary emphasis on the mitigation of potential mosquito-borne disease transmission, and the avoidance of nuisance conditions from mosquitoes in the MLMAD.

Work performed under this Agreement shall comply with the mosquito abatement requirements set forth in the annual cooperative agreement between the State of California, Department of Public Health, Vector-Borne Disease Section and the County.

Work by the County that is outside the Scope of Work or which will result in additional charges, shall not be performed unless this Agreement is amended in accordance with Section 18 of this Agreement to include said work.

This Agreement is not intended to modify any duty of MLMAD to abate nuisances on its property.

2. TERM

This Agreement shall become effective July 1, 2018, and shall continue for a term of five (5) years from said effective date unless otherwise terminated as provided below.

3. COMPENSATION

MLMAD shall pay to County sixty-five thousand dollars (\$65,000.00) annually for the services set out in Section 1 and Appendix A. Annual payments shall be in two installments, half shall be due on July 1 of each year and half shall be due on January 1 of each year. The expenditures under this Agreement for all expenses and supplies shall not exceed \$325,000 for the term of this Agreement.

4. **BILLING & INVOICES**

The County shall bi-annually submit to the MLMAD a verified and itemized invoice stating the services performed and any expenses necessarily incurred during the prior six month period. Such invoices shall be detailed and shall include a copy of any invoice submitted to the County from each supplier.

5. **PERMITS**

The County and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefor.

5. **INDEPENDENT CONTRACTOR**

The County is acting hereunder as an independent contractor and not as an agent or employee of MLMAD. The County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of MLMAD.

6. **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

- A. The County shall not assign or otherwise alienate any of its rights hereunder, including the right to payment.
- B. The County shall not delegate or otherwise transfer any of its duties hereunder without the prior written authorization of the MLMAD.

7. **INSURANCE**

Proof of insurance shall be provided by each party to the other party prior to commencing any work under this Agreement.

A. General Liability.

Both the County and MLMAD shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed under this Agreement. Such policies shall have a per occurrence combined single limit coverage of not less than two million dollars (\$2,000,000). Such policies shall not exclude or except from coverage any of the services and work required to be performed by the County under this Agreement. The required policies of insurance shall be issued by an insurer authorized to sell such insurance by the State of California that has an "A.M. Best's" policyholder's rating of at least an "A" or by a Joint Powers Authority insurance pool that has reinsurance with an "A.M. Best's" policyholder's rating of at least an "A". Prior to commencing any work under this Agreement, each party shall provide the other: 1) a certificate of insurance documenting evidence of the required coverage; and 2) an additional insured endorsement applying to the

other party, its agents, officers and employees. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

B. Business Vehicle.

The County shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all County- owned, non-owned, and hired vehicles employed by the County in the performance of the services and work requested by MLMAD, as described in this Agreement. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

8. INDEMNIFICATION

The MLMAD undertakes and agrees to indemnify and hold harmless the County and all of its officers, agents, employees and governing board members, and, at the option of the County, to defend the County, its Board, officers, employees, agents, and representatives from and against any and all suits or causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature, whatsoever, for death, bodily injury or personal injury to any person, including MLMAD employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner, arising out of, resulting from, or in connection with the performance of this Agreement.

To the extent permitted by law, the County shall protect, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives from and against any and all claims, demands, and causes of action by County's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by County hereunder and resulting from the negligent act or omissions of County, its officers, or employees. The foregoing reference to 'negligent act' is not intended to limit the County's obligation to defend, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives with respect to any alleged errors or omissions by the County relating to the proper handling and application of pesticides once the decision has been made to use them in a particular situation.

The obligations to defend, indemnify, and hold harmless under the provisions of this section are not limited to, or restricted by, any requirement in this Agreement for MLMAD and the County to procure and maintain a policy of insurance, and shall

survive the termination or expiration of this agreement.

9. RECORDS & AUDITS

The County shall maintain records and books of accounts showing all costs and expenses incurred by the County for this Agreement. MLMAD shall have the right upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, under time-and-materials tasks, to verify the costs and expenses claimed. MLMAD retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the County facilities that are engaged in the performance of this Agreement. In addition, the County shall, at no cost or expense to MLMAD, furnish reasonable facilities and assistance for such an audit. Upon request, but at MLMAD's cost, the County shall also provide copies of documents applicable to this Agreement. The audit findings shall, to the extent allowed by law, be treated by MLMAD as confidential.

10. CONFIDENTIALITY OF INFORMATION

Except as provided by law, all information contained in drawings, specifications, technical reports, and data provided by MLMAD to the County shall be held in confidence by the County and used only to provide services to MLMAD. Upon receipt of a request for any such information, the County shall notify MLMAD of such request. The County will thereafter withhold such information upon MLMAD's direction provided that MLMAD agrees to defend, indemnify, and hold harmless the County compliance with MLMAD's direction.

11. REPRESENTATIVES AND NOTICES:

Any notice, demand, or request directed to MLMAD shall be delivered to:

Mammoth Lakes Mosquito Abatement District
Marianne O'Connor, Contract Administrator
P.O. Box 1943
Mammoth Lakes, CA 93546
(760) 914-1354

Any notice, demand, or request directed to the County shall be delivered to:

Agricultural Commissioner
Counties of Inyo/ Mono
Department of Agriculture
207 W. South Street
Bishop, CA 93514
(760) 873-7860

12. CONFLICTS

A. Claims for Labor and Materials

The County shall promptly pay, when due, all amounts payable for labor and materials furnished in performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any MLMAD property, against the County's rights to payments hereunder, or against the MLMAD, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

B. Errors and Omissions

The County shall be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the County's negligence or action. The cost of correcting or remedying any error or omission shall be borne by the County.

13. BREACH

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, said party shall be in breach and any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without cause, on 30 calendar days' written notice. Said notice will be given by the Contract Administrator on MLMAD's behalf and by the Agricultural Commissioner on the County's behalf. The County shall be entitled to payment for all services performed to the date of cancellation on a pro rata basis and for all other reasonable termination expenses.

15. VENUE

The venue for any dispute or litigation shall be in Mono County, California.

17. APPLICABLE LAW AND SEVERABILITY

Each party's performance hereunder shall comply with all applicable laws of the United States of America and the State of California. This Agreement shall be enforced and interpreted under the laws of the State of California.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or

provisions shall not be affected thereby.

18. AMENDMENT

All amendments hereto shall be in writing and signed by the person(s) authorized to bind the parties thereto.

19. INTEGRATION


This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 18 hereof.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF INYO:

By: _____
Name: Dan Totheroh
Title: Chair of the Board of Supervisors
Date: _____

MLMAD:

By:  _____
Name: Stephen Ganong
Title: Chair of the Board of Directors
Date: 6/11/18

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

APPENDIX A

Scope of Work:

Staff and Equipment

COUNTY will maintain and utilize adequate staff and equipment to address all mosquito concerns within the MLMAD.

1. All permits and regulatory requirements needed to conduct business will be obtained by the COUNTY.
2. MLMAD rate payers will be encouraged to contact the County via a local phone number and/or email to report mosquito issues. All rate payer requests will be responded to within one business day.
3. All County staff will wear uniforms clearly identifying them as mosquito abatement staff and will be certified by the State of California, Department of Public Health, Vector- Borne Disease Section in the control of mosquitoes.
4. All known mosquito breeding sources will be inspected weekly and adequate mosquito larvicide will be applied.
5. Routine and random investigations of possible mosquito breeding sources will be conducted throughout the service area.
6. Routine and specific adult mosquito trapping will occur during the mosquito breeding season. Samples will be submitted for testing and results determined.
7. The County will inform MLMAD should MLMAD need to request an inspection and abatement warrant; should MLMAD need to notify a property owner of the existence of a public nuisance; and should any person restrain, hinder, obstruct or threaten the County's staff in the performance of duties pursuant to this Agreement or otherwise interfere with any work done by, or under the direction of, the County pursuant to this Agreement.

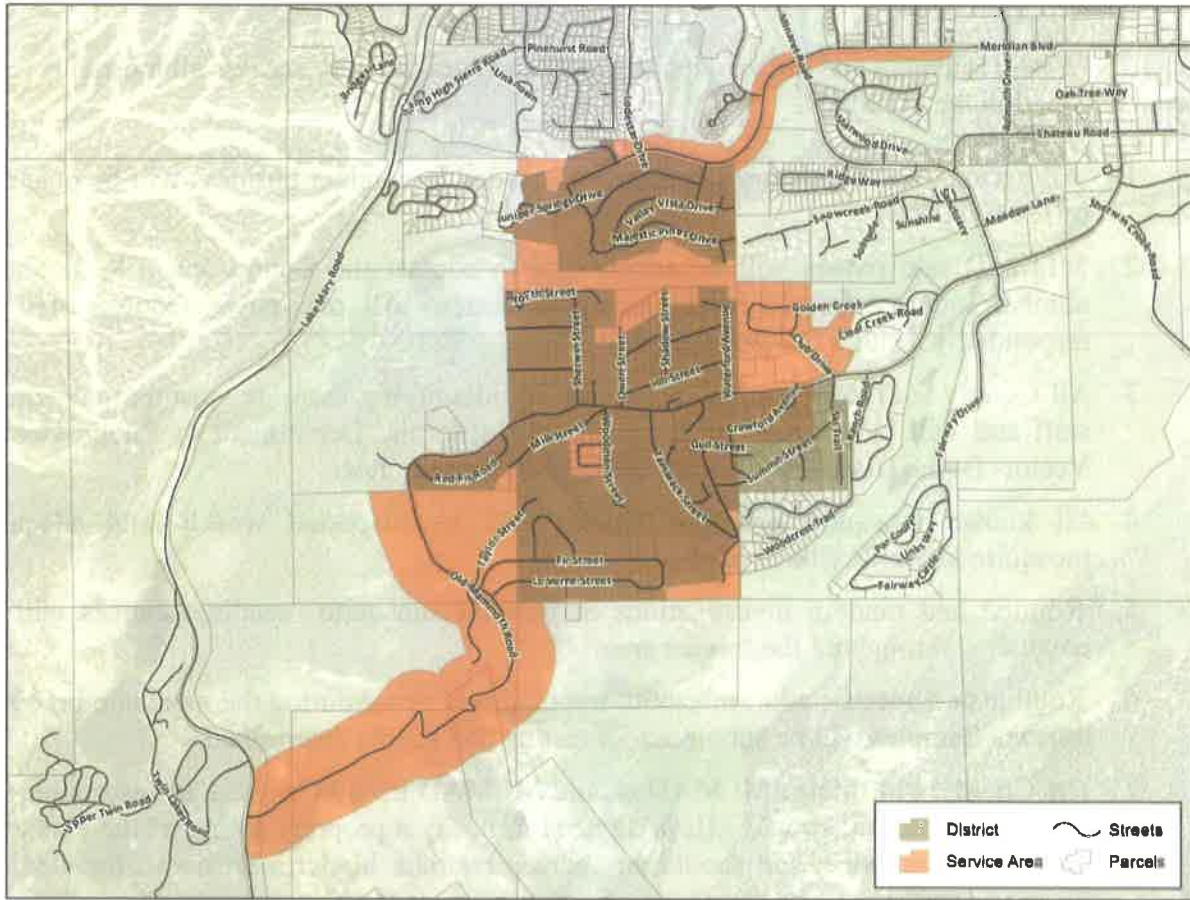
Pesticides

The County will purchase and maintain all mosquito control pesticides. Primary mosquito control efforts will focus on mosquito larvae control (larvicides). Adult mosquito control will occur when adult mosquito populations are verified by trapping populations in excess of 50 adult mosquitoes or when there is a public health need regardless of population limits.

1. All pesticides must be accepted for use by the State of California and the County Agricultural Commissioner.

2. If there is a need for adulticide applications, the COUNTY will attempt to notify the public 24 hours advance notice. If need for control is eminent, advanced notice may not be possible. Media for notice will include radio and posted notices at public facilities. A “Do Not Spray” list will be maintained and honored as best managed.

MLMAD Boundaries





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

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

FROM: Agriculture – Owens Valley Mosquito Abatement Program

FOR THE BOARD MEETING: June 26, 2018

SUBJECT: Contract between the Owens Valley Mosquito Abatement Program (OVMAP) and SCI Consulting Group to provide levy administration services

DEPARTMENTAL RECOMMENDATION:

Request Board A) Approve a three year contract with SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and the 2005 Mosquito Control and Disease Prevention Assessment for the fiscal years 2018-2019, 2019-2020, and 2020-2021 in an amount not to exceed \$41,112.00 contingent upon the Board's approval of future budgets and B) Authorize the chairperson to sign the contract contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION:

SCI Consulting Group has provided services to Inyo County for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment for the last 12 years.

The Agricultural Commissioner's office, which administers the Owens Valley Mosquito Abatement Program, previously solicited a Request for Proposal for these levy administration services. SCI Consulting Group was awarded the contract because of the unavailability of other companies providing the necessary services. SCI Consulting Group currently provides these services to 55 out of 57 mosquito abatement districts in California. The remainder do all or part of the work themselves. The fees for the proposed contract are slightly less than the previous three year contract.

It is requested the contract with SCI Consulting be continued due to the fact that they provide a concise and complete response, have demonstrated competence and have the professional qualifications necessary for the satisfactory performance of the services requested for the administration and levying of the two mosquito abatement6 assessments.

ALTERNATIVES:

The Board could choose not to enter into this contract and direct he Agricultural Commissioner's office to re-solicit bids for the levying and administration of the two mosquito abatement assessments.


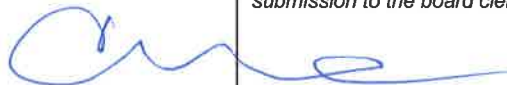
The Board could deny the award of this contract and direct the Agricultural Commissioner's office to perform these duties. This is not recommended as this is an involved and complicated process. At this time the department does not have adequate staff to dedicate to this process.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The cost of this contract is \$41,112.00 over a three period. The first year's expenditure has been requested in the fiscal year 2018-2019 budget. Pending approval of this year's and future budgets, there will be sufficient funds for this contract in the OVMAP budget unit 154101, expense object code 5265 (Professional and Special Services). The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

<u>APPROVALS</u>	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date 04/14/2018
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date 6/14/2018
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-18-18

(The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Levy Administration Services**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Levy Administration services of SCI Consulting Group of Fairfield CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work 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 Forty One Thousand One Hundred Twelve & no/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

Professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>Inyo/Mono Agriculture</u>	Department
<u>207 West South Street Rm 6</u>	Address
<u>Bishop CA 93514</u>	City and State

Contractor:

<u>SCI Consulting Group</u>	Name
<u>4845 Mangels Blvd.</u>	Address
<u>Fairfield, CA 94534</u>	City and State

25. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Levy Administration 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 SCI Consulting Group
FOR THE PROVISION OF Levy Administration Services**

TERM:

FROM: July 1, 2018

TO: June 30, 2021

SCOPE OF WORK:

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Owens Valley Mosquito Abatement Program.

DEFINITIONS

Program:	Owens Valley Mosquito Abatement Program, staff and County Supervisors.
Assessment:	The Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

CONFIRMATION OF PROGRAM PARCELS AND LEVY CALCULATION

1. In the first quarter of the year, create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Obtain upcoming fiscal year estimated cost information from the Program to use as a basis for the budget in the Engineer's Report.
3. On a parcel-by-parcel basis, calculate and verify the proposed specific assessment amount for each parcel and prepare the preliminary assessment roll.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Update the previous Engineer's Report as necessary, including upgrades to improve compliance with Proposition 218 and other requirements.
2. File the final Engineer's Report with the Program.
3. Prepare any needed resolutions and staff reports for the Assessment.
4. Prepare and assist with the publication of any notices for the continuation of the Assessment.
5. Attend Program Board meetings as needed, including those at which the Engineer's Report is approved and the public hearing is held.

LEVY RE-CALCULATION, RE-VERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated Program database.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Finalize the Assessment Roll, other documents and supporting materials for the assessments.
4. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

PROGRAM INFORMATION AND LEVY CONFIRMATION

5. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

6. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
7. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

8. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
9. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the Program and Program legal counsel.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Levy Administration Services**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCHEDULE OF FEES:

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2018-19 , the total compensation for the Scope of Work shall be \$5,923 for Assessment District No. 1 and \$5,923 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,000 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,000 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2019-20 , the total compensation for the Scope of Work shall be \$6,100 for Assessment District No. 1 and \$6,100 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,100 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,100 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2020-21, the total compensation for the Scope of Work shall be \$6,283 for Assessment District No. 1 and \$6,283 for Assessment District No. 2, payable as follows:
 - i. Assessment 1

- a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,150 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
- ii. Assessment 2
- a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,150 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
4. The Scope of Work includes one meeting with the Program. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
 5. In the event that the Program elects to request optional, additive scope of work, SCI will work with the Program to negotiate compensation for these additional tasks, and execute an Addendum to the agreement for these additional services.
 6. If the Program desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
 7. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the Program with total cost not to exceed \$1,500 per year, without prior authorization from the Program. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the Program.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Levy Administration Services**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:
11

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters
FOR THE BOARD MEETING OF: June 26, 2018
SUBJECT: Statement of All Votes Cast, June 5, 2018 Statewide Direct Primary Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Statewide Direct Primary Election held June 5, 2018 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

SUMMARY DISCUSSION: The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election... (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

FINANCING: No impact

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Description of items to be reviewed and approved, including 'Agreements, contracts and ordinances...' and 'Personnel and related items...'.

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) [Signature] Date: 6/15/18

CERTIFICATE OF INYO COUNTY CLERK
TO THE STATEMENT OF ALL VOTES CAST AT
THE STATEWIDE DIRECT PRIMARY ELECTION
HELD ON JUNE 5, 2018

STATE OF CALIFORNIA)
) ss:
COUNTY OF INYO)

I, KAMMI FOOTE, INYO COUNTY CLERK/RECORDER AND REGISTRAR OF VOTERS DO HEREBY CERTIFY THAT:

1. STATE, FEDERAL AND LOCAL CONTESTS, AND STATE MEASURES WERE SUBMITTED TO THE VOTE OF THE VOTERS, AND,
2. PURSUANT TO THE PROVISIONS OF SECTION 15372 OF THE CALIFORNIA ELECTIONS CODE, I DID CANVASS THE RETURNS OF THE VOTES CAST IN THIS COUNTY, AND
3. THE STATEMENT OF VOTES CAST SHOWS THE TOTAL NUMBER OF VOTES CAST IN THIS COUNTY AND IN EACH OF THE PRECINCTS THEREIN, AND,
4. THAT THE TOTALS AS SHOWN FOR EACH CANDIDATE AND MEASURE ARE FULL, TRUE, AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL THIS 15TH DAY OF JUNE 2018.



Kammi Foote
Inyo County Clerk/Recorder
& Registrar of Voters



COUNTY OF INYO, STATE OF CALIFORNIA
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

June 15, 2018

Honorable Members of the
Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

RE: Statement of All Votes Cast at the June 5, 2018 Statewide Direct Primary Election

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Statewide Direct Primary Election held June 5, 2018. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

COUNTY

SUPERVISOR – 1st DISTRICT

Dan Totheroh (715 votes) – Declare Elected
Lynne M. Greer (679 votes)

SUPERVISOR – 3rd DISTRICT

Rick Pucci (1,122 votes) - Declare Elected

ASSESSOR

Dave Stottlemyre - (4,526 votes) - Declare Elected

AUDITOR

Amy Shepherd - (4,488 votes) - Declare Elected

CORONER

Jason E. Molinar - (4,529 votes) - Declare Elected

COUNTY CLERK-RECORDER

Kammi Foote - (4,858 votes) –Declare Elected

DISTRICT ATTORNEY

Thomas L. Hardy - (4,493 votes) –Declare Elected

PUBLIC ADMINISTRATOR

Patricia Barton - (4,429 votes) - Declare Elected

SHERIFF

Jeff Hollowell - (3,249 votes) - Declare Elected
Joshua R. Nicholson – (2,301 votes)

TREASURER-TAX COLLECTOR

Alisha McMurtrie - (4,439 votes) - Declare Elected

INYO COUNTY BOARD OF EDUCATION

Pursuant to Education Code §5326 and Education Code §5328, the candidates who have been nominated shall be declared elected.

TRUSTEE AREA 1

Alden Lee Nash - Declare Elected

TRUSTEE AREA III

George Lozito - Declare Elected

TRUSTEE AREA III

Christopher Langley - Declare Elected

SCHOOLS

MEASURE K – Lone Pine School District General Obligation Bond

Yes - (271 votes) – 43.36%
No - (354 votes) - 56.64% - Declare Failed

MEASURE L – Owens Valley School District General Obligation Bond

Yes - (126 votes) – 47.73%
No - (138 votes) – 52.27% - Declare Failed

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,

Kammi Foote
Inyo County Clerk/Recorder and
Registrar of Voters

Statement of Votes Cast

General Election

County of Inyo

June 05, 2018

SOVC for: All Contests, All Districts, All Counting Groups

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
Electionwide				
County of Inyo				
101	679	909	455	67.01%
102	854	1,090	543	63.58%
103	655	860	426	65.04%
104MB	132	141	70	53.03%
105	834	1,003	501	60.07%
106	427	448	223	52.22%
107	374	423	210	56.15%
108	861	1,190	595	69.11%
109	907	1,311	655	72.22%
110	674	461	230	34.12%
111	387	548	274	70.80%
112	635	749	374	58.90%
113	365	469	233	63.84%
114MB	64	77	38	59.38%
115	395	558	279	70.63%
116MB	4	8	4	100.00%
117	403	471	236	58.56%
118	509	579	290	56.97%
119MB	86	102	51	59.30%
120MB	178	220	108	60.67%
121MB	148	108	54	36.49%
122MB	126	140	70	55.56%
County of Inyo - Total	9,697	11,865	5,919	61.04%
Cumulative				
Cumulative	0	0	0	N/A

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
Cumulative - Total	0	0	0	N/A
Electionwide - Total	9,697	11,865	5,919	61.04%

GOVERNOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	455	679	13	0
102	543	854	7	1
103	426	655	12	5
104MB	70	132	0	2
105	501	834	16	5
106	223	427	5	0
107	210	374	6	3
108	595	861	22	5
109	655	907	16	1
110	230	674	11	4
111	274	387	5	2
112	374	635	12	0
113	233	365	6	3
114MB	38	64	0	0
115	279	395	4	3
116MB	4	4	0	0
117	236	403	4	1
118	290	509	4	0
119MB	51	86	1	0
120MB	108	178	3	1
121MB	54	148	0	0
122MB	70	126	3	0
County of Inyo - Total	5,919	9,697	150	36
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,919	9,697	150	36

Precinct	JOSH JONES		J. BRIBIESCA	
Electionwide				
County of Inyo				
101	0	0.00%	1	0.23%
102	0	0.00%	1	0.19%
103	1	0.24%	3	0.73%
104MB	0	0.00%	0	0.00%
105	5	1.04%	1	0.21%
106	1	0.46%	0	0.00%
107	0	0.00%	1	0.50%
108	0	0.00%	2	0.35%
109	1	0.16%	3	0.47%
110	0	0.00%	2	0.93%
111	2	0.75%	0	0.00%
112	2	0.55%	0	0.00%
113	0	0.00%	1	0.45%
114MB	0	0.00%	0	0.00%
115	2	0.74%	0	0.00%
116MB	0	0.00%	0	0.00%
117	2	0.87%	1	0.43%
118	1	0.35%	0	0.00%
119MB	1	2.00%	0	0.00%
120MB	2	1.92%	0	0.00%
121MB	0	0.00%	1	1.85%
122MB	1	1.49%	0	0.00%
County of Inyo - Total	21	0.37%	17	0.30%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Electionwide - Total	21	0.37%	17	0.30%

Precinct	GLORIA ESTELA LA RIVA	PETER Y LIU	ANTONIO VILLARAIGOSA	YVONNE GIRARD	ROBERT DAVIDSON GRIFFIS	SHUBHAM GOEL	TRAVIS ALLEN
Electionwide							
County of Inyo							
101	2 0.45%	3 0.68%	34 7.69%	0 0.00%	1 0.23%	0 0.00%	69 15.61%
102	2 0.37%	12 2.24%	42 7.85%	6 1.12%	0 0.00%	1 0.19%	73 13.64%
103	3 0.73%	11 2.69%	25 6.11%	4 0.98%	0 0.00%	0 0.00%	78 19.07%
104MB	0 0.00%	1 1.47%	3 4.41%	0 0.00%	0 0.00%	0 0.00%	14 20.59%
105	3 0.63%	7 1.46%	34 7.08%	4 0.83%	1 0.21%	0 0.00%	81 16.88%
106	2 0.92%	2 0.92%	32 14.68%	1 0.46%	1 0.46%	0 0.00%	32 14.68%
107	2 1.00%	1 0.50%	15 7.46%	0 0.00%	0 0.00%	0 0.00%	29 14.43%
108	2 0.35%	13 2.29%	50 8.80%	3 0.53%	0 0.00%	0 0.00%	80 14.08%
109	0 0.00%	9 1.41%	32 5.02%	6 0.94%	0 0.00%	0 0.00%	116 18.18%
110	3 1.40%	1 0.47%	51 23.72%	5 2.33%	4 1.86%	0 0.00%	20 9.30%
111	1 0.37%	2 0.75%	8 3.00%	3 1.12%	0 0.00%	0 0.00%	70 26.22%
112	2 0.55%	8 2.21%	49 13.54%	3 0.83%	1 0.28%	0 0.00%	62 17.13%
113	0 0.00%	1 0.45%	21 9.38%	1 0.45%	1 0.45%	0 0.00%	35 15.63%
114MB	1 2.63%	0 0.00%	5 13.16%	0 0.00%	0 0.00%	0 0.00%	5 13.16%
115	2 0.74%	3 1.10%	17 6.25%	3 1.10%	0 0.00%	0 0.00%	52 19.12%
116MB	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%
117	4 1.73%	6 2.60%	33 14.29%	3 1.30%	1 0.43%	1 0.43%	23 9.96%
118	2 0.70%	1 0.35%	23 8.04%	0 0.00%	0 0.00%	0 0.00%	34 11.89%
119MB	1 2.00%	1 2.00%	3 6.00%	0 0.00%	0 0.00%	0 0.00%	4 8.00%
120MB	2 1.92%	0 0.00%	3 2.88%	1 0.96%	0 0.00%	0 0.00%	26 25.00%
121MB	1 1.85%	0 0.00%	4 7.41%	0 0.00%	0 0.00%	0 0.00%	7 12.96%
122MB	3 4.48%	1 1.49%	7 10.45%	0 0.00%	0 0.00%	0 0.00%	2 2.99%
County of Inyo - Total	38 0.66%	83 1.45%	491 8.56%	43 0.75%	10 0.17%	2 0.03%	912 15.91%
Cumulative							
Cumulative	0	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0	0
Electionwide - Total	38 0.66%	83 1.45%	491 8.56%	43 0.75%	10 0.17%	2 0.03%	912 15.91%

Precinct	AKINYEMI AGBEDE		JOHNNY WATTENBURG		NICKOLAS WILDSTAR		DESMOND SILVEIRA		MICHAEL SHELLENBERGER		ZOLTAN ISTVAN		CHRISTOPHER N. CARLSON	
Electionwide														
County of Inyo														
101	0	0.00%	1	0.23%	1	0.23%	0	0.00%	2	0.45%	0	0.00%	0	0.00%
102	0	0.00%	3	0.56%	0	0.00%	0	0.00%	2	0.37%	1	0.19%	1	0.19%
103	0	0.00%	1	0.24%	1	0.24%	0	0.00%	3	0.73%	3	0.73%	1	0.24%
104MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	1.47%	1	1.47%	0	0.00%
105	1	0.21%	1	0.21%	2	0.42%	0	0.00%	4	0.83%	2	0.42%	1	0.21%
106	0	0.00%	0	0.00%	1	0.46%	0	0.00%	4	1.83%	0	0.00%	0	0.00%
107	0	0.00%	0	0.00%	1	0.50%	0	0.00%	3	1.49%	1	0.50%	1	0.50%
108	1	0.18%	0	0.00%	3	0.53%	0	0.00%	5	0.88%	1	0.18%	0	0.00%
109	1	0.16%	0	0.00%	2	0.31%	0	0.00%	5	0.78%	1	0.16%	1	0.16%
110	0	0.00%	1	0.47%	1	0.47%	0	0.00%	1	0.47%	0	0.00%	0	0.00%
111	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	0.37%	0	0.00%	0	0.00%
112	2	0.55%	1	0.28%	1	0.28%	0	0.00%	3	0.83%	2	0.55%	1	0.28%
113	0	0.00%	0	0.00%	2	0.89%	1	0.45%	1	0.45%	0	0.00%	1	0.45%
114MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
115	0	0.00%	0	0.00%	1	0.37%	0	0.00%	2	0.74%	2	0.74%	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	0	0.00%	0	0.00%	3	1.30%	1	0.43%	1	0.43%	2	0.87%	0	0.00%
118	0	0.00%	1	0.35%	3	1.05%	1	0.35%	2	0.70%	2	0.70%	1	0.35%
119MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	2.00%	0	0.00%	0	0.00%
120MB	0	0.00%	0	0.00%	0	0.00%	1	0.96%	0	0.00%	0	0.00%	0	0.00%
121MB	0	0.00%	0	0.00%	2	3.70%	0	0.00%	2	3.70%	1	1.85%	0	0.00%
122MB	0	0.00%	2	2.99%	0	0.00%	0	0.00%	1	1.49%	1	1.49%	0	0.00%
County of Inyo - Total	5	0.09%	11	0.19%	24	0.42%	4	0.07%	44	0.77%	20	0.35%	8	0.14%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	5	0.09%	11	0.19%	24	0.42%	4	0.07%	44	0.77%	20	0.35%	8	0.14%

Precinct	THOMAS JEFFERSON CARES	JOHN CHIANG	JOHN H. COX	AMANDA RENTERIA	DELAINE EASTIN	JEFFREY EDWARD TAYLOR	KLEMENT TINAJ
Electionwide							
County of Inyo							
101	1 0.23%	41 9.28%	134 30.32%	6 1.36%	13 2.94%	0 0.00%	0 0.00%
102	0 0.00%	35 6.54%	192 35.89%	10 1.87%	5 0.93%	0 0.00%	0 0.00%
103	0 0.00%	33 8.07%	150 36.67%	0 0.00%	8 1.96%	0 0.00%	0 0.00%
104MB	0 0.00%	7 10.29%	21 30.88%	0 0.00%	2 2.94%	0 0.00%	1 1.47%
105	1 0.21%	51 10.63%	133 27.71%	10 2.08%	14 2.92%	0 0.00%	0 0.00%
106	0 0.00%	16 7.34%	55 25.23%	1 0.46%	14 6.42%	0 0.00%	0 0.00%
107	0 0.00%	19 9.45%	38 18.91%	7 3.48%	10 4.98%	0 0.00%	0 0.00%
108	0 0.00%	43 7.57%	181 31.87%	5 0.88%	16 2.82%	0 0.00%	0 0.00%
109	0 0.00%	54 8.46%	257 40.28%	8 1.25%	8 1.25%	0 0.00%	0 0.00%
110	0 0.00%	40 18.60%	19 8.84%	9 4.19%	5 2.33%	1 0.47%	0 0.00%
111	0 0.00%	15 5.62%	107 40.07%	10 3.75%	9 3.37%	0 0.00%	0 0.00%
112	0 0.00%	43 11.88%	99 27.35%	4 1.10%	7 1.93%	0 0.00%	0 0.00%
113	0 0.00%	26 11.61%	71 31.70%	3 1.34%	11 4.91%	0 0.00%	0 0.00%
114MB	0 0.00%	1 2.63%	9 23.68%	3 7.89%	3 7.89%	0 0.00%	1 2.63%
115	0 0.00%	26 9.56%	77 28.31%	5 1.84%	7 2.57%	0 0.00%	0 0.00%
116MB	0 0.00%	0 0.00%	4 100.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%
117	1 0.43%	15 6.49%	48 20.78%	5 2.16%	7 3.03%	0 0.00%	0 0.00%
118	0 0.00%	21 7.34%	97 33.92%	2 0.70%	4 1.40%	0 0.00%	0 0.00%
119MB	0 0.00%	3 6.00%	7 14.00%	2 4.00%	7 14.00%	0 0.00%	0 0.00%
120MB	0 0.00%	1 0.96%	44 42.31%	2 1.92%	2 1.92%	0 0.00%	1 0.96%
121MB	0 0.00%	3 5.56%	12 22.22%	4 7.41%	1 1.85%	0 0.00%	0 0.00%
122MB	0 0.00%	4 5.97%	4 5.97%	4 5.97%	10 14.93%	0 0.00%	0 0.00%
County of Inyo - Total	3 0.05%	497 8.67%	1,759 30.68%	100 1.74%	163 2.84%	1 0.02%	3 0.05%
Cumulative							
Cumulative	0	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0	0
Electionwide - Total	3 0.05%	497 8.67%	1,759 30.68%	100 1.74%	163 2.84%	1 0.02%	3 0.05%

Precinct	HAKAN "HAWK" MIKADO		ALBERT CAESAR MEZZETTI		GAVIN NEWSOM		ROBERT C. NEWMAN, II		Write-in		Total Votes	K. Pearce Qualified Write In	
Electionwide													
County of Inyo													
101	0	0.00%	1	0.23%	124	28.05%	8	1.81%	0	0.00%	442	0	0.00%
102	0	0.00%	0	0.00%	129	24.11%	20	3.74%	0	0.00%	535	0	0.00%
103	1	0.24%	1	0.24%	72	17.60%	10	2.44%	0	0.00%	409	0	0.00%
104MB	0	0.00%	0	0.00%	13	19.12%	4	5.88%	0	0.00%	68	0	0.00%
105	1	0.21%	3	0.63%	113	23.54%	7	1.46%	0	0.00%	480	0	0.00%
106	0	0.00%	0	0.00%	51	23.39%	5	2.29%	0	0.00%	218	0	0.00%
107	0	0.00%	0	0.00%	66	32.84%	7	3.48%	0	0.00%	201	0	0.00%
108	0	0.00%	0	0.00%	147	25.88%	16	2.82%	0	0.00%	568	0	0.00%
109	1	0.16%	0	0.00%	112	17.55%	21	3.29%	0	0.00%	638	0	0.00%
110	1	0.47%	3	1.40%	41	19.07%	7	3.26%	0	0.00%	215	0	0.00%
111	0	0.00%	0	0.00%	33	12.36%	6	2.25%	0	0.00%	267	0	0.00%
112	0	0.00%	0	0.00%	57	15.75%	15	4.14%	0	0.00%	362	0	0.00%
113	0	0.00%	0	0.00%	42	18.75%	6	2.68%	0	0.00%	224	0	0.00%
114MB	0	0.00%	0	0.00%	10	26.32%	0	0.00%	0	0.00%	38	0	0.00%
115	0	0.00%	1	0.37%	64	23.53%	8	2.94%	0	0.00%	272	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	0	0.00%
117	0	0.00%	0	0.00%	69	29.87%	5	2.16%	0	0.00%	231	0	0.00%
118	0	0.00%	0	0.00%	80	27.97%	11	3.85%	0	0.00%	286	0	0.00%
119MB	1	2.00%	0	0.00%	18	36.00%	1	2.00%	0	0.00%	50	0	0.00%
120MB	0	0.00%	0	0.00%	12	11.54%	7	6.73%	0	0.00%	104	0	0.00%
121MB	0	0.00%	0	0.00%	16	29.63%	0	0.00%	0	0.00%	54	0	0.00%
122MB	0	0.00%	0	0.00%	27	40.30%	0	0.00%	0	0.00%	67	0	0.00%
County of Inyo - Total	5	0.09%	9	0.16%	1,296	22.61%	164	2.86%	0	0.00%	5,733	0	0.00%
Cumulative													
Cumulative	0		0		0		0		0		0	0	
Cumulative - Total	0		0		0		0		0		0	0	
Electionwide - Total	5	0.09%	9	0.16%	1,296	22.61%	164	2.86%	0	0.00%	5,733	0	0.00%

Precinct	Veronika Fimbres Qualified Write In		Armando M. Arreola Qualified Write In		Arman Soltani Qualified Write In		Peter Crawford Valentino Qualified Write In	
Electionwide								
County of Inyo								
101	0	0.00%	0	0.00%	0	0.00%	0	0.00%
102	0	0.00%	0	0.00%	0	0.00%	0	0.00%
103	0	0.00%	0	0.00%	0	0.00%	0	0.00%
104MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
105	0	0.00%	0	0.00%	0	0.00%	0	0.00%
106	0	0.00%	0	0.00%	0	0.00%	0	0.00%
107	0	0.00%	0	0.00%	0	0.00%	0	0.00%
108	0	0.00%	0	0.00%	0	0.00%	0	0.00%
109	0	0.00%	0	0.00%	0	0.00%	0	0.00%
110	0	0.00%	0	0.00%	0	0.00%	0	0.00%
111	0	0.00%	0	0.00%	0	0.00%	0	0.00%
112	0	0.00%	0	0.00%	0	0.00%	0	0.00%
113	0	0.00%	0	0.00%	0	0.00%	0	0.00%
114MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
115	0	0.00%	0	0.00%	0	0.00%	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	0	0.00%	0	0.00%	0	0.00%	0	0.00%
118	0	0.00%	0	0.00%	0	0.00%	0	0.00%
119MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
120MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
121MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
122MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%
County of Inyo - Total	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cumulative								
Cumulative	0		0		0		0	
Cumulative - Total	0		0		0		0	
Electionwide - Total	0	0.00%	0	0.00%	0	0.00%	0	0.00%

LIEUTENANT GOVERNOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JEFF BLEICH	ELENI KOUNALAKIS	
Electionwide					Electionwide			
County of Inyo					County of Inyo			
101	455	679	38	0	101	26 6.24%	81 19.42%	
102	543	854	34	0	102	28 5.50%	84 16.50%	
103	426	655	41	0	103	20 5.19%	47 12.21%	
104MB	70	132	3	0	104MB	4 5.97%	11 16.42%	
105	501	834	44	0	105	35 7.66%	80 17.51%	
106	223	427	15	0	106	16 7.69%	33 15.87%	
107	210	374	20	0	107	21 11.05%	44 23.16%	
108	595	861	57	1	108	36 6.70%	91 16.95%	
109	655	907	40	2	109	40 6.53%	74 12.07%	
110	230	674	20	1	110	18 8.61%	52 24.88%	
111	274	387	14	0	111	9 3.46%	34 13.08%	
112	374	635	29	1	112	15 4.36%	50 14.53%	
113	233	365	15	0	113	13 5.96%	44 20.18%	
114MB	38	64	0	0	114MB	8 21.05%	11 28.95%	
115	279	395	11	0	115	20 7.46%	31 11.57%	
116MB	4	4	0	0	116MB	0 0.00%	0 0.00%	
117	236	403	22	1	117	20 9.39%	35 16.43%	
118	290	509	13	0	118	17 6.14%	46 16.61%	
119MB	51	86	4	0	119MB	0 0.00%	17 36.17%	
120MB	108	178	4	1	120MB	3 2.91%	9 8.74%	
121MB	54	148	4	0	121MB	7 14.00%	12 24.00%	
122MB	70	126	4	0	122MB	7 10.61%	20 30.30%	
County of Inyo - Total	5,919	9,697	432	7	County of Inyo - Total	363 6.62%	906 16.53%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,919	9,697	432	7	Electionwide - Total	363 6.62%	906 16.53%	

Precinct	CAMERON GHARABIKLOU		TIM FERREIRA		DAVID FENNELL		DANNY THOMAS		COLE HARRIS		ED HERNANDEZ		DAVID R. HERNANDEZ	
Electionwide														
County of Inyo														
101	2	0.48%	7	1.68%	72	17.27%	2	0.48%	85	20.38%	80	19.18%	20	4.80%
102	5	0.98%	5	0.98%	84	16.50%	13	2.55%	111	21.81%	70	13.75%	40	7.86%
103	7	1.82%	12	3.12%	79	20.52%	11	2.86%	104	27.01%	47	12.21%	30	7.79%
104MB	1	1.49%	3	4.48%	8	11.94%	0	0.00%	20	29.85%	7	10.45%	7	10.45%
105	4	0.88%	13	2.84%	71	15.54%	5	1.09%	85	18.60%	72	15.75%	27	5.91%
106	1	0.48%	4	1.92%	26	12.50%	2	0.96%	38	18.27%	43	20.67%	22	10.58%
107	7	3.68%	6	3.16%	28	14.74%	1	0.53%	32	16.84%	33	17.37%	6	3.16%
108	2	0.37%	11	2.05%	77	14.34%	4	0.74%	125	23.28%	83	15.46%	53	9.87%
109	1	0.16%	14	2.28%	110	17.94%	4	0.65%	169	27.57%	65	10.60%	63	10.28%
110	3	1.44%	4	1.91%	13	6.22%	5	2.39%	22	10.53%	55	26.32%	12	5.74%
111	0	0.00%	4	1.54%	62	23.85%	4	1.54%	74	28.46%	20	7.69%	24	9.23%
112	4	1.16%	9	2.62%	45	13.08%	4	1.16%	77	22.38%	64	18.60%	33	9.59%
113	1	0.46%	6	2.75%	39	17.89%	4	1.83%	42	19.27%	26	11.93%	14	6.42%
114MB	0	0.00%	1	2.63%	8	21.05%	1	2.63%	3	7.89%	1	2.63%	2	5.26%
115	4	1.49%	6	2.24%	45	16.79%	4	1.49%	59	22.01%	48	17.91%	16	5.97%
116MB	0	0.00%	0	0.00%	4	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	4	1.88%	2	0.94%	20	9.39%	6	2.82%	38	17.84%	40	18.78%	16	7.51%
118	0	0.00%	6	2.17%	41	14.80%	1	0.36%	79	28.52%	40	14.44%	12	4.33%
119MB	2	4.26%	1	2.13%	4	8.51%	0	0.00%	5	10.64%	10	21.28%	1	2.13%
120MB	0	0.00%	1	0.97%	19	18.45%	2	1.94%	35	33.98%	7	6.80%	9	8.74%
121MB	1	2.00%	4	8.00%	7	14.00%	0	0.00%	9	18.00%	8	16.00%	1	2.00%
122MB	5	7.58%	2	3.03%	3	4.55%	0	0.00%	3	4.55%	7	10.61%	2	3.03%
County of Inyo - Total	54	0.99%	121	2.21%	865	15.78%	73	1.33%	1,215	22.17%	826	15.07%	410	7.48%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	54	0.99%	121	2.21%	865	15.78%	73	1.33%	1,215	22.17%	826	15.07%	410	7.48%

Precinct	LYDIA ORTEGA		GAYLE MCLAUGHLIN		Write-in		Total Votes	Marjan S. Fariba Qualified Write In	
Electionwide									
County of Inyo									
101	32	7.67%	10	2.40%	0	0.00%	417	0	0.00%
102	54	10.61%	15	2.95%	0	0.00%	509	0	0.00%
103	19	4.94%	9	2.34%	0	0.00%	385	0	0.00%
104MB	6	8.96%	0	0.00%	0	0.00%	67	0	0.00%
105	48	10.50%	17	3.72%	0	0.00%	457	0	0.00%
106	12	5.77%	11	5.29%	0	0.00%	208	0	0.00%
107	7	3.68%	5	2.63%	0	0.00%	190	0	0.00%
108	39	7.26%	16	2.98%	0	0.00%	537	0	0.00%
109	62	10.11%	11	1.79%	0	0.00%	613	0	0.00%
110	14	6.70%	11	5.26%	0	0.00%	209	0	0.00%
111	20	7.69%	9	3.46%	0	0.00%	260	0	0.00%
112	33	9.59%	10	2.91%	0	0.00%	344	0	0.00%
113	24	11.01%	5	2.29%	0	0.00%	218	0	0.00%
114MB	1	2.63%	2	5.26%	0	0.00%	38	0	0.00%
115	26	9.70%	9	3.36%	0	0.00%	268	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	4	0	0.00%
117	21	9.86%	11	5.16%	0	0.00%	213	0	0.00%
118	19	6.86%	16	5.78%	0	0.00%	277	0	0.00%
119MB	0	0.00%	7	14.89%	0	0.00%	47	0	0.00%
120MB	13	12.62%	5	4.85%	0	0.00%	103	0	0.00%
121MB	1	2.00%	0	0.00%	0	0.00%	50	0	0.00%
122MB	3	4.55%	14	21.21%	0	0.00%	66	0	0.00%
County of Inyo - Total	454	8.28%	193	3.52%	0	0.00%	5,480	0	0.00%
Cumulative									
Cumulative	0		0		0		0	0	
Cumulative - Total	0		0		0		0	0	
Electionwide - Total	454	8.28%	193	3.52%	0	0.00%	5,480	0	0.00%

SECRETARY OF STATE (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ALEX PADILLA	GAIL K. LIGHTFOOT	
Electionwide					Electionwide			
County of Inyo					County of Inyo			
101	455	679	34	2	101	178 42.48%	8 1.91%	
102	543	854	40	0	102	164 32.60%	19 3.78%	
103	426	655	39	0	103	116 29.97%	16 4.13%	
104MB	70	132	3	0	104MB	16 23.88%	6 8.96%	
105	501	834	47	0	105	185 40.75%	24 5.29%	
106	223	427	11	0	106	85 40.09%	7 3.30%	
107	210	374	15	0	107	95 48.72%	8 4.10%	
108	595	861	51	1	108	197 36.28%	16 2.95%	
109	655	907	46	0	109	163 26.77%	26 4.27%	
110	230	674	20	1	110	99 47.37%	23 11.00%	
111	274	387	16	0	111	54 20.93%	14 5.43%	
112	374	635	23	1	112	109 31.14%	19 5.43%	
113	233	365	14	0	113	81 36.99%	14 6.39%	
114MB	38	64	0	0	114MB	16 42.11%	1 2.63%	
115	279	395	14	0	115	99 37.36%	16 6.04%	
116MB	4	4	0	0	116MB	0 0.00%	0 0.00%	
117	236	403	20	0	117	76 35.19%	11 5.09%	
118	290	509	9	0	118	101 35.94%	17 6.05%	
119MB	51	86	3	0	119MB	24 50.00%	6 12.50%	
120MB	108	178	4	0	120MB	14 13.46%	2 1.92%	
121MB	54	148	2	0	121MB	26 50.00%	2 3.85%	
122MB	70	126	4	0	122MB	35 53.03%	7 10.61%	
County of Inyo - Total	5,919	9,697	415	5	County of Inyo - Total	1,933 35.15%	262 4.76%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,919	9,697	415	5	Electionwide - Total	1,933 35.15%	262 4.76%	

Precinct	C.T. WEBER		ERIK RYDBERG		RAUL RODRIGUEZ JR		MICHAEL FEINSTEIN		RUBEN MAJOR		MARK P. MEUSER		Write-in	
Electionwide														
County of Inyo														
101	5	1.19%	5	1.19%	33	7.88%	2	0.48%	22	5.25%	165	39.38%	1	0.24%
102	8	1.59%	2	0.40%	80	15.90%	8	1.59%	20	3.98%	201	39.96%	1	0.20%
103	5	1.29%	2	0.52%	58	14.99%	4	1.03%	9	2.33%	175	45.22%	2	0.52%
104MB	1	1.49%	0	0.00%	10	14.93%	4	5.97%	6	8.96%	24	35.82%	0	0.00%
105	6	1.32%	5	1.10%	45	9.91%	10	2.20%	16	3.52%	163	35.90%	0	0.00%
106	4	1.89%	2	0.94%	19	8.96%	10	4.72%	11	5.19%	71	33.49%	3	1.42%
107	3	1.54%	3	1.54%	16	8.21%	5	2.56%	5	2.56%	59	30.26%	1	0.51%
108	11	2.03%	3	0.55%	59	10.87%	12	2.21%	22	4.05%	221	40.70%	2	0.37%
109	6	0.99%	3	0.49%	82	13.46%	5	0.82%	20	3.28%	302	49.59%	2	0.33%
110	6	2.87%	4	1.91%	20	9.57%	4	1.91%	22	10.53%	31	14.83%	0	0.00%
111	6	2.33%	4	1.55%	45	17.44%	3	1.16%	7	2.71%	125	48.45%	0	0.00%
112	6	1.71%	2	0.57%	56	16.00%	7	2.00%	24	6.86%	126	36.00%	1	0.29%
113	3	1.37%	2	0.91%	24	10.96%	3	1.37%	10	4.57%	81	36.99%	1	0.46%
114MB	3	7.89%	0	0.00%	1	2.63%	1	2.63%	4	10.53%	11	28.95%	1	2.63%
115	1	0.38%	4	1.51%	27	10.19%	1	0.38%	12	4.53%	105	39.62%	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	100.00%	0	0.00%
117	5	2.31%	7	3.24%	18	8.33%	9	4.17%	18	8.33%	70	32.41%	2	0.93%
118	5	1.78%	3	1.07%	25	8.90%	5	1.78%	13	4.63%	111	39.50%	1	0.36%
119MB	1	2.08%	0	0.00%	0	0.00%	4	8.33%	4	8.33%	9	18.75%	0	0.00%
120MB	5	4.81%	2	1.92%	19	18.27%	2	1.92%	1	0.96%	59	56.73%	0	0.00%
121MB	1	1.92%	0	0.00%	1	1.92%	1	1.92%	4	7.69%	17	32.69%	0	0.00%
122MB	1	1.52%	2	3.03%	2	3.03%	3	4.55%	7	10.61%	9	13.64%	0	0.00%
County of Inyo - Total	92	1.67%	55	1.00%	640	11.64%	103	1.87%	257	4.67%	2,139	38.90%	18	0.33%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	92	1.67%	55	1.00%	640	11.64%	103	1.87%	257	4.67%	2,139	38.90%	18	0.33%

Precinct	Total Votes
Electionwide	
County of Inyo	
101	419
102	503
103	387
104MB	67
105	454
106	212
107	195
108	543
109	609
110	209
111	258
112	350
113	219
114MB	38
115	265
116MB	4
117	216
118	281
119MB	48
120MB	104
121MB	52
122MB	66
County of Inyo - Total	5,499
Cumulative	
Cumulative	0
Cumulative - Total	0
Electionwide - Total	5,499

CONTROLLER (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	455	679	38	0
102	543	854	34	0
103	426	655	39	0
104MB	70	132	8	0
105	501	834	44	0
106	223	427	14	0
107	210	374	10	0
108	595	861	54	1
109	655	907	42	0
110	230	674	26	0
111	274	387	23	0
112	374	635	32	0
113	233	365	20	0
114MB	38	64	0	0
115	279	395	18	0
116MB	4	4	0	0
117	236	403	22	0
118	290	509	12	0
119MB	51	86	4	0
120MB	108	178	3	0
121MB	54	148	3	0
122MB	70	126	4	0
County of Inyo - Total	5,919	9,697	450	1
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,919	9,697	450	1

Precinct	KONSTANTINOS RODITIS	MARY LOU FINLEY
Electionwide		
County of Inyo		
101	191 45.80%	16 3.84%
102	258 50.69%	32 6.29%
103	221 57.11%	25 6.46%
104MB	34 54.84%	3 4.84%
105	211 46.17%	29 6.35%
106	78 37.32%	14 6.70%
107	69 34.50%	11 5.50%
108	263 48.70%	18 3.33%
109	374 61.01%	19 3.10%
110	41 20.10%	29 14.22%
111	155 61.75%	19 7.57%
112	167 48.83%	23 6.73%
113	93 43.66%	10 4.69%
114MB	13 34.21%	5 13.16%
115	124 47.51%	11 4.21%
116MB	4 100.00%	0 0.00%
117	79 36.92%	18 8.41%
118	136 48.92%	10 3.60%
119MB	8 17.02%	3 6.38%
120MB	77 73.33%	5 4.76%
121MB	16 31.37%	4 7.84%
122MB	7 10.61%	8 12.12%
County of Inyo - Total	2,619 47.90%	312 5.71%
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Electionwide - Total	2,619 47.90%	312 5.71%

Precinct	BETTY T. YEE		Write-in		Total Votes
Electionwide					
County of Inyo					
101	209	50.12%	1	0.24%	417
102	218	42.83%	1	0.20%	509
103	138	35.66%	3	0.78%	387
104MB	25	40.32%	0	0.00%	62
105	216	47.26%	1	0.22%	457
106	115	55.02%	2	0.96%	209
107	120	60.00%	0	0.00%	200
108	258	47.78%	1	0.19%	540
109	218	35.56%	2	0.33%	613
110	134	65.69%	0	0.00%	204
111	75	29.88%	2	0.80%	251
112	152	44.44%	0	0.00%	342
113	109	51.17%	1	0.47%	213
114MB	20	52.63%	0	0.00%	38
115	126	48.28%	0	0.00%	261
116MB	0	0.00%	0	0.00%	4
117	117	54.67%	0	0.00%	214
118	132	47.48%	0	0.00%	278
119MB	36	76.60%	0	0.00%	47
120MB	23	21.90%	0	0.00%	105
121MB	31	60.78%	0	0.00%	51
122MB	51	77.27%	0	0.00%	66
County of Inyo - Total	2,523	46.14%	14	0.26%	5,468
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
Electionwide - Total	2,523	46.14%	14	0.26%	5,468

TREASURER (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	VIVEK VISWANATHAN	JACK M. GUERRERO
Electionwide County of Inyo					Electionwide County of Inyo		
101	455	679	47	0	101	50 12.25%	101 24.75%
102	543	854	51	0	102	65 13.21%	131 26.63%
103	426	655	42	0	103	29 7.55%	123 32.03%
104MB	70	132	7	0	104MB	7 11.11%	20 31.75%
105	501	834	50	0	105	74 16.41%	133 29.49%
106	223	427	19	0	106	26 12.75%	60 29.41%
107	210	374	17	0	107	32 16.58%	37 19.17%
108	595	861	57	1	108	60 11.17%	166 30.91%
109	655	907	52	0	109	49 8.13%	211 34.99%
110	230	674	32	0	110	43 21.72%	30 15.15%
111	274	387	22	0	111	18 7.14%	87 34.52%
112	374	635	33	0	112	35 10.26%	92 26.98%
113	233	365	19	0	113	23 10.75%	62 28.97%
114MB	38	64	3	0	114MB	9 25.71%	4 11.43%
115	279	395	21	0	115	30 11.63%	73 28.29%
116MB	4	4	0	0	116MB	0 0.00%	4 100.00%
117	236	403	26	0	117	41 19.52%	50 23.81%
118	290	509	17	0	118	37 13.55%	60 21.98%
119MB	51	86	5	0	119MB	7 15.22%	5 10.87%
120MB	108	178	3	0	120MB	6 5.71%	41 39.05%
121MB	54	148	2	0	121MB	7 13.46%	12 23.08%
122MB	70	126	2	0	122MB	16 23.53%	8 11.76%
County of Inyo - Total	5,919	9,697	527	1	County of Inyo - Total	664 12.32%	1,510 28.01%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Electionwide - Total	5,919	9,697	527	1	Electionwide - Total	664 12.32%	1,510 28.01%

Precinct	KEVIN AKIN	GREG CONLON	FIONA MA	Write-in	Total Votes
Electionwide					
County of Inyo					
101	7 1.72%	108 26.47%	142 34.80%	0 0.00%	408
102	9 1.83%	163 33.13%	124 25.20%	0 0.00%	492
103	13 3.39%	127 33.07%	92 23.96%	0 0.00%	384
104MB	4 6.35%	19 30.16%	13 20.63%	0 0.00%	63
105	12 2.66%	105 23.28%	127 28.16%	0 0.00%	451
106	4 1.96%	34 16.67%	77 37.75%	3 1.47%	204
107	8 4.15%	44 22.80%	72 37.31%	0 0.00%	193
108	12 2.23%	151 28.12%	147 27.37%	1 0.19%	537
109	7 1.16%	204 33.83%	132 21.89%	0 0.00%	603
110	10 5.05%	35 17.68%	80 40.40%	0 0.00%	198
111	6 2.38%	93 36.90%	48 19.05%	0 0.00%	252
112	10 2.93%	109 31.96%	94 27.57%	1 0.29%	341
113	1 0.47%	60 28.04%	68 31.78%	0 0.00%	214
114MB	0 0.00%	11 31.43%	11 31.43%	0 0.00%	35
115	7 2.71%	75 29.07%	72 27.91%	1 0.39%	258
116MB	0 0.00%	0 0.00%	0 0.00%	0 0.00%	4
117	16 7.62%	45 21.43%	58 27.62%	0 0.00%	210
118	6 2.20%	93 34.07%	77 28.21%	0 0.00%	273
119MB	5 10.87%	8 17.39%	21 45.65%	0 0.00%	46
120MB	6 5.71%	38 36.19%	14 13.33%	0 0.00%	105
121MB	4 7.69%	8 15.38%	21 40.38%	0 0.00%	52
122MB	5 7.35%	5 7.35%	34 50.00%	0 0.00%	68
County of Inyo - Total	152 2.82%	1,535 28.47%	1,524 28.27%	6 0.11%	5,391
Cumulative					
Cumulative	0	0	0	0	0
Cumulative - Total	0	0	0	0	0
Electionwide - Total	152 2.82%	1,535 28.47%	1,524 28.27%	6 0.11%	5,391

ATTORNEY GENERAL (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DAVE JONES	STEVEN C BAILEY	
Electionwide County of Inyo					Electionwide County of Inyo			
101	455	679	39	0	101	43 10.34%	145 34.86%	
102	543	854	33	0	102	38 7.45%	210 41.18%	
103	426	655	38	0	103	17 4.38%	186 47.94%	
104MB	70	132	6	0	104MB	5 7.81%	29 45.31%	
105	501	834	37	0	105	48 10.34%	156 33.62%	
106	223	427	15	0	106	13 6.25%	72 34.62%	
107	210	374	17	0	107	25 12.95%	52 26.94%	
108	595	861	49	1	108	41 7.52%	247 45.32%	
109	655	907	48	1	109	43 7.10%	291 48.02%	
110	230	674	26	1	110	26 12.81%	41 20.20%	
111	274	387	15	0	111	21 8.11%	136 52.51%	
112	374	635	27	0	112	30 8.65%	147 42.36%	
113	233	365	15	0	113	21 9.63%	81 37.16%	
114MB	38	64	0	0	114MB	0 0.00%	6 15.79%	
115	279	395	15	0	115	26 9.85%	102 38.64%	
116MB	4	4	1	0	116MB	0 0.00%	1 33.33%	
117	236	403	21	0	117	15 6.98%	72 33.49%	
118	290	509	13	0	118	26 9.39%	110 39.71%	
119MB	51	86	4	0	119MB	6 12.77%	11 23.40%	
120MB	108	178	4	0	120MB	1 0.96%	56 53.85%	
121MB	54	148	3	0	121MB	3 5.88%	16 31.37%	
122MB	70	126	2	0	122MB	8 11.76%	8 11.76%	
County of Inyo - Total	5,919	9,697	428	3	County of Inyo - Total	456 8.31%	2,175 39.63%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,919	9,697	428	3	Electionwide - Total	456 8.31%	2,175 39.63%	

Precinct	XAVIER BECERRA		ERIC EARLY		Write-in		Total Votes
Electionwide							
County of Inyo							
101	160	38.46%	68	16.35%	0	0.00%	416
102	171	33.53%	91	17.84%	0	0.00%	510
103	115	29.64%	70	18.04%	0	0.00%	388
104MB	19	29.69%	9	14.06%	2	3.13%	64
105	174	37.50%	86	18.53%	0	0.00%	464
106	98	47.12%	22	10.58%	3	1.44%	208
107	88	45.60%	26	13.47%	2	1.04%	193
108	192	35.23%	64	11.74%	1	0.18%	545
109	152	25.08%	119	19.64%	1	0.17%	606
110	117	57.64%	19	9.36%	0	0.00%	203
111	49	18.92%	52	20.08%	1	0.39%	259
112	116	33.43%	54	15.56%	0	0.00%	347
113	73	33.49%	43	19.72%	0	0.00%	218
114MB	23	60.53%	9	23.68%	0	0.00%	38
115	86	32.58%	50	18.94%	0	0.00%	264
116MB	0	0.00%	2	66.67%	0	0.00%	3
117	101	46.98%	27	12.56%	0	0.00%	215
118	99	35.74%	42	15.16%	0	0.00%	277
119MB	27	57.45%	3	6.38%	0	0.00%	47
120MB	21	20.19%	26	25.00%	0	0.00%	104
121MB	29	56.86%	3	5.88%	0	0.00%	51
122MB	48	70.59%	4	5.88%	0	0.00%	68
County of Inyo - Total	1,958	35.68%	889	16.20%	10	0.18%	5,488
Cumulative							
Cumulative	0		0		0		0
Cumulative - Total	0		0		0		0
Electionwide - Total	1,958	35.68%	889	16.20%	10	0.18%	5,488

INSURANCE COMMISSIONER (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	455	679	78	0
102	543	854	102	0
103	426	655	89	0
104MB	70	132	20	0
105	501	834	76	0
106	223	427	42	0
107	210	374	35	0
108	595	861	113	1
109	655	907	129	0
110	230	674	35	0
111	274	387	43	0
112	374	635	64	0
113	233	365	28	0
114MB	38	64	2	0
115	279	395	44	0
116MB	4	4	1	0
117	236	403	40	0
118	290	509	39	1
119MB	51	86	7	0
120MB	108	178	12	0
121MB	54	148	5	0
122MB	70	126	5	0
County of Inyo - Total	5,919	9,697	1,009	2
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,919	9,697	1,009	2

Precinct	STEVE POIZNER		RICARDO LARA	
Electionwide				
County of Inyo				
101	183	48.54%	139	36.87%
102	232	52.61%	141	31.97%
103	188	55.79%	91	27.00%
104MB	31	62.00%	8	16.00%
105	199	46.82%	130	30.59%
106	72	39.78%	61	33.70%
107	67	38.29%	69	39.43%
108	237	49.27%	153	31.81%
109	322	61.22%	144	27.38%
110	52	26.67%	94	48.21%
111	159	68.83%	33	14.29%
112	138	44.52%	113	36.45%
113	104	50.73%	68	33.17%
114MB	19	52.78%	11	30.56%
115	122	51.91%	75	31.91%
116MB	3	100.00%	0	0.00%
117	74	37.76%	62	31.63%
118	124	49.60%	77	30.80%
119MB	9	20.45%	19	43.18%
120MB	61	63.54%	17	17.71%
121MB	21	42.86%	16	32.65%
122MB	14	21.54%	20	30.77%
County of Inyo - Total	2,431	49.53%	1,541	31.40%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Electionwide - Total	2,431	49.53%	1,541	31.40%

Precinct	NATHALIE HRIZI		ASIF MAHMOOD		Write-in		Total Votes
Electionwide							
County of Inyo							
101	10	2.65%	41	10.88%	4	1.06%	377
102	28	6.35%	36	8.16%	4	0.91%	441
103	23	6.82%	34	10.09%	1	0.30%	337
104MB	0	0.00%	11	22.00%	0	0.00%	50
105	35	8.24%	59	13.88%	2	0.47%	425
106	21	11.60%	25	13.81%	2	1.10%	181
107	10	5.71%	29	16.57%	0	0.00%	175
108	24	4.99%	64	13.31%	3	0.62%	481
109	20	3.80%	36	6.84%	4	0.76%	526
110	23	11.79%	24	12.31%	2	1.03%	195
111	18	7.79%	21	9.09%	0	0.00%	231
112	31	10.00%	26	8.39%	2	0.65%	310
113	14	6.83%	17	8.29%	2	0.98%	205
114MB	1	2.78%	4	11.11%	1	2.78%	36
115	20	8.51%	18	7.66%	0	0.00%	235
116MB	0	0.00%	0	0.00%	0	0.00%	3
117	26	13.27%	32	16.33%	2	1.02%	196
118	16	6.40%	33	13.20%	0	0.00%	250
119MB	8	18.18%	8	18.18%	0	0.00%	44
120MB	8	8.33%	10	10.42%	0	0.00%	96
121MB	4	8.16%	8	16.33%	0	0.00%	49
122MB	6	9.23%	23	35.38%	2	3.08%	65
County of Inyo - Total	346	7.05%	559	11.39%	31	0.63%	4,908
Cumulative							
Cumulative	0		0		0		0
Cumulative - Total	0		0		0		0
Electionwide - Total	346	7.05%	559	11.39%	31	0.63%	4,908

BOARD OF EQUALIZATION MEMBER DISTRICT 1 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	TED GAINES	CONNIE CONWAY	
Electionwide County of Inyo					Electionwide County of Inyo			
101	455	679	54	0	101	25.69%	97 24.19%	
102	543	854	56	0	102	31.01%	132 27.10%	
103	426	655	52	0	103	31.55%	114 30.48%	
104MB	70	132	5	0	104MB	33.85%	20 30.77%	
105	501	834	47	0	105	22.25%	124 27.31%	
106	223	427	23	0	106	21.00%	59 29.50%	
107	210	374	18	0	107	15.10%	60 31.25%	
108	595	861	67	1	108	26.19%	155 29.41%	
109	655	907	50	0	109	31.24%	221 36.53%	
110	230	674	26	0	110	15.69%	43 21.08%	
111	274	387	24	0	111	30.40%	87 34.80%	
112	374	635	29	1	112	23.55%	105 30.52%	
113	233	365	23	0	113	27.14%	61 29.05%	
114MB	38	64	1	0	114MB	13.51%	8 21.62%	
115	279	395	26	0	115	27.67%	76 30.04%	
116MB	4	4	1	0	116MB	100.00%	0 0.00%	
117	236	403	41	0	117	24.62%	50 25.64%	
118	290	509	21	0	118	24.91%	86 31.97%	
119MB	51	86	3	0	119MB	22.92%	5 10.42%	
120MB	108	178	4	0	120MB	33.65%	36 34.62%	
121MB	54	148	3	0	121MB	17.65%	14 27.45%	
122MB	70	126	7	0	122MB	7.94%	8 12.70%	
County of Inyo - Total	5,919	9,697	581	2	County of Inyo - Total	1,392 26.09%	1,561 29.25%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,919	9,697	581	2	Electionwide - Total	1,392 26.09%	1,561 29.25%	

Precinct	DAVID EVANS		TOM HALLINAN		Write-in		Total Votes
	Count	Percentage	Count	Percentage	Count	Percentage	
Electionwide							
County of Inyo							
101	31	7.73%	169	42.14%	1	0.25%	401
102	39	8.01%	165	33.88%	0	0.00%	487
103	36	9.63%	105	28.07%	1	0.27%	374
104MB	6	9.23%	15	23.08%	2	3.08%	65
105	38	8.37%	189	41.63%	2	0.44%	454
106	14	7.00%	82	41.00%	3	1.50%	200
107	19	9.90%	83	43.23%	1	0.52%	192
108	57	10.82%	175	33.21%	2	0.38%	527
109	46	7.60%	149	24.63%	0	0.00%	605
110	15	7.35%	114	55.88%	0	0.00%	204
111	27	10.80%	58	23.20%	2	0.80%	250
112	44	12.79%	113	32.85%	1	0.29%	344
113	21	10.00%	71	33.81%	0	0.00%	210
114MB	2	5.41%	21	56.76%	1	2.70%	37
115	20	7.91%	86	33.99%	1	0.40%	253
116MB	0	0.00%	0	0.00%	0	0.00%	3
117	16	8.21%	81	41.54%	0	0.00%	195
118	22	8.18%	93	34.57%	1	0.37%	269
119MB	2	4.17%	30	62.50%	0	0.00%	48
120MB	12	11.54%	21	20.19%	0	0.00%	104
121MB	3	5.88%	25	49.02%	0	0.00%	51
122MB	1	1.59%	49	77.78%	0	0.00%	63
County of Inyo - Total	471	8.83%	1,894	35.49%	18	0.34%	5,336
Cumulative							
Cumulative	0		0		0		0
Cumulative - Total	0		0		0		0
Electionwide - Total	471	8.83%	1,894	35.49%	18	0.34%	5,336

UNITED STATES SENATOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	455	679	24	1
102	543	854	41	2
103	426	655	34	5
104MB	70	132	2	1
105	501	834	37	6
106	223	427	13	0
107	210	374	14	4
108	595	861	49	5
109	655	907	49	3
110	230	674	26	4
111	274	387	14	0
112	374	635	31	6
113	233	365	14	1
114MB	38	64	0	0
115	279	395	14	6
116MB	4	4	0	0
117	236	403	18	1
118	290	509	15	7
119MB	51	86	3	1
120MB	108	178	6	1
121MB	54	148	2	0
122MB	70	126	2	1
County of Inyo - Total	5,919	9,697	408	55
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,919	9,697	408	55

Precinct	GERALD PLUMMER	TOM PALZER
Electionwide		
County of Inyo		
101	2 0.47%	13 3.02%
102	1 0.20%	15 3.00%
103	2 0.52%	20 5.17%
104MB	0 0.00%	1 1.49%
105	3 0.66%	17 3.71%
106	1 0.48%	9 4.29%
107	0 0.00%	2 1.04%
108	2 0.37%	22 4.07%
109	0 0.00%	28 4.64%
110	5 2.50%	2 1.00%
111	2 0.77%	21 8.08%
112	3 0.89%	19 5.64%
113	0 0.00%	4 1.83%
114MB	1 2.63%	1 2.63%
115	0 0.00%	10 3.86%
116MB	0 0.00%	0 0.00%
117	1 0.46%	16 7.37%
118	2 0.75%	18 6.72%
119MB	0 0.00%	0 0.00%
120MB	0 0.00%	5 4.95%
121MB	0 0.00%	2 3.85%
122MB	3 4.48%	1 1.49%
County of Inyo - Total	28 0.51%	226 4.14%
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Electionwide - Total	28 0.51%	226 4.14%

Precinct	JOHN THOMPSON PARKER		DOUGLAS HOWARD PIERCE		HERBERT G. PETERS		JAMES P BRADLEY		ARUN K. BHUMITRA		JERRY JOSEPH LAWS		PATRICK LITTLE	
Electionwide														
County of Inyo														
101	2	0.47%	0	0.00%	2	0.47%	49	11.40%	5	1.16%	12	2.79%	4	0.93%
102	0	0.00%	4	0.80%	2	0.40%	66	13.20%	3	0.60%	11	2.20%	8	1.60%
103	3	0.78%	0	0.00%	4	1.03%	51	13.18%	4	1.03%	10	2.58%	5	1.29%
104MB	0	0.00%	0	0.00%	0	0.00%	6	8.96%	3	4.48%	1	1.49%	1	1.49%
105	1	0.22%	1	0.22%	2	0.44%	44	9.61%	10	2.18%	4	0.87%	4	0.87%
106	0	0.00%	1	0.48%	0	0.00%	22	10.48%	2	0.95%	1	0.48%	1	0.48%
107	0	0.00%	0	0.00%	1	0.52%	18	9.38%	3	1.56%	2	1.04%	6	3.13%
108	5	0.92%	4	0.74%	2	0.37%	64	11.83%	3	0.55%	2	0.37%	9	1.66%
109	1	0.17%	4	0.66%	0	0.00%	98	16.25%	6	1.00%	13	2.16%	8	1.33%
110	0	0.00%	5	2.50%	1	0.50%	12	6.00%	2	1.00%	3	1.50%	3	1.50%
111	2	0.77%	1	0.38%	1	0.38%	51	19.62%	6	2.31%	5	1.92%	6	2.31%
112	2	0.59%	1	0.30%	1	0.30%	43	12.76%	2	0.59%	10	2.97%	3	0.89%
113	0	0.00%	3	1.38%	1	0.46%	13	5.96%	3	1.38%	7	3.21%	3	1.38%
114MB	0	0.00%	0	0.00%	0	0.00%	1	2.63%	0	0.00%	1	2.63%	0	0.00%
115	1	0.39%	7	2.70%	3	1.16%	30	11.58%	6	2.32%	7	2.70%	1	0.39%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	3	1.38%	1	0.46%	0	0.00%	20	9.22%	5	2.30%	2	0.92%	3	1.38%
118	2	0.75%	1	0.37%	1	0.37%	26	9.70%	1	0.37%	9	3.36%	4	1.49%
119MB	0	0.00%	0	0.00%	0	0.00%	2	4.26%	1	2.13%	0	0.00%	1	2.13%
120MB	2	1.98%	1	0.99%	0	0.00%	21	20.79%	1	0.99%	1	0.99%	5	4.95%
121MB	1	1.92%	1	1.92%	0	0.00%	2	3.85%	2	3.85%	4	7.69%	0	0.00%
122MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	1.49%	1	1.49%
County of Inyo - Total	25	0.46%	35	0.64%	21	0.38%	639	11.71%	68	1.25%	106	1.94%	76	1.39%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	25	0.46%	35	0.64%	21	0.38%	639	11.71%	68	1.25%	106	1.94%	76	1.39%

Precinct	TIM GILDERSLEEVE		MICHAEL FAHMY GIRGIS		DON J. GRUNDMANN		RASH BIHARI GHOSH		LING LING SHI		JOHN "JACK" CREW		ERIN CRUZ	
Electionwide														
County of Inyo														
101	1	0.23%	0	0.00%	1	0.23%	0	0.00%	0	0.00%	22	5.12%	30	6.98%
102	0	0.00%	0	0.00%	1	0.20%	2	0.40%	3	0.60%	19	3.80%	35	7.00%
103	2	0.52%	0	0.00%	5	1.29%	0	0.00%	0	0.00%	15	3.88%	28	7.24%
104MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	1.49%	2	2.99%
105	1	0.22%	1	0.22%	1	0.22%	1	0.22%	1	0.22%	18	3.93%	39	8.52%
106	1	0.48%	1	0.48%	1	0.48%	1	0.48%	1	0.48%	1	0.48%	4	1.90%
107	1	0.52%	0	0.00%	2	1.04%	2	1.04%	0	0.00%	6	3.13%	7	3.65%
108	1	0.18%	0	0.00%	3	0.55%	2	0.37%	0	0.00%	18	3.33%	32	5.91%
109	0	0.00%	0	0.00%	3	0.50%	0	0.00%	0	0.00%	31	5.14%	53	8.79%
110	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	0.50%	5	2.50%	5	2.50%
111	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	0.38%	4	1.54%	19	7.31%
112	0	0.00%	1	0.30%	1	0.30%	1	0.30%	1	0.30%	7	2.08%	16	4.75%
113	0	0.00%	0	0.00%	1	0.46%	0	0.00%	0	0.00%	12	5.50%	14	6.42%
114MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	2.63%	2	5.26%
115	0	0.00%	1	0.39%	0	0.00%	0	0.00%	0	0.00%	12	4.63%	11	4.25%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	100.00%
117	1	0.46%	1	0.46%	1	0.46%	0	0.00%	1	0.46%	6	2.76%	7	3.23%
118	2	0.75%	0	0.00%	2	0.75%	0	0.00%	0	0.00%	9	3.36%	15	5.60%
119MB	0	0.00%	0	0.00%	0	0.00%	2	4.26%	0	0.00%	0	0.00%	0	0.00%
120MB	0	0.00%	0	0.00%	1	0.99%	0	0.00%	0	0.00%	2	1.98%	9	8.91%
121MB	0	0.00%	0	0.00%	0	0.00%	1	1.92%	1	1.92%	0	0.00%	3	5.77%
122MB	0	0.00%	0	0.00%	1	1.49%	1	1.49%	0	0.00%	0	0.00%	0	0.00%
County of Inyo - Total	10	0.18%	5	0.09%	24	0.44%	13	0.24%	10	0.18%	189	3.46%	335	6.14%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	10	0.18%	5	0.09%	24	0.44%	13	0.24%	10	0.18%	189	3.46%	335	6.14%

Precinct	DERRICK MICHAEL REID		DIANNE FEINSTEIN		COLLEEN SHEA FERNALD		ADRIENNE NICOLE EDWARDS		PAUL A TAYLOR		DONNIE O. TURNER		PAT HARRIS	
Electionwide														
County of Inyo														
101	4	0.93%	148	34.42%	1	0.23%	2	0.47%	34	7.91%	2	0.47%	2	0.47%
102	4	0.80%	137	27.40%	1	0.20%	4	0.80%	62	12.40%	0	0.00%	5	1.00%
103	5	1.29%	96	24.81%	1	0.26%	4	1.03%	42	10.85%	1	0.26%	8	2.07%
104MB	2	2.99%	19	28.36%	1	1.49%	2	2.99%	16	23.88%	0	0.00%	3	4.48%
105	7	1.53%	140	30.57%	3	0.66%	3	0.66%	33	7.21%	2	0.44%	3	0.66%
106	4	1.90%	71	33.81%	1	0.48%	1	0.48%	17	8.10%	1	0.48%	3	1.43%
107	2	1.04%	68	35.42%	0	0.00%	0	0.00%	7	3.65%	0	0.00%	3	1.56%
108	11	2.03%	152	28.10%	1	0.18%	3	0.55%	61	11.28%	3	0.55%	5	0.92%
109	5	0.83%	138	22.89%	0	0.00%	2	0.33%	71	11.77%	4	0.66%	3	0.50%
110	0	0.00%	77	38.50%	1	0.50%	1	0.50%	8	4.00%	3	1.50%	14	7.00%
111	6	2.31%	40	15.38%	2	0.77%	2	0.77%	25	9.62%	0	0.00%	2	0.77%
112	3	0.89%	96	28.49%	1	0.30%	2	0.59%	30	8.90%	3	0.89%	9	2.67%
113	6	2.75%	68	31.19%	0	0.00%	0	0.00%	21	9.63%	0	0.00%	5	2.29%
114MB	1	2.63%	15	39.47%	0	0.00%	2	5.26%	5	13.16%	0	0.00%	0	0.00%
115	2	0.77%	81	31.27%	2	0.77%	2	0.77%	16	6.18%	7	2.70%	4	1.54%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	1	0.46%	56	25.81%	0	0.00%	2	0.92%	18	8.29%	3	1.38%	5	2.30%
118	2	0.75%	73	27.24%	0	0.00%	1	0.37%	31	11.57%	0	0.00%	1	0.37%
119MB	0	0.00%	14	29.79%	0	0.00%	2	4.26%	1	2.13%	0	0.00%	5	10.64%
120MB	0	0.00%	16	15.84%	0	0.00%	0	0.00%	15	14.85%	0	0.00%	1	0.99%
121MB	0	0.00%	20	38.46%	0	0.00%	0	0.00%	1	1.92%	0	0.00%	0	0.00%
122MB	2	2.99%	30	44.78%	1	1.49%	1	1.49%	3	4.48%	0	0.00%	4	5.97%
County of Inyo - Total	67	1.23%	1,555	28.50%	16	0.29%	36	0.66%	517	9.48%	29	0.53%	85	1.56%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	67	1.23%	1,555	28.50%	16	0.29%	36	0.66%	517	9.48%	29	0.53%	85	1.56%

Precinct	ALISON HARTSON		JASON M. HANANIA		DAVID HILDEBRAND		LEE OLSON		ROQUE "ROCKY" DE LA FUENTE		KEVIN DE LEON		KEVIN MOTTUS	
Electionwide														
County of Inyo														
101	8	1.86%	0	0.00%	8	1.86%	2	0.47%	15	3.49%	44	10.23%	16	3.72%
102	10	2.00%	0	0.00%	14	2.80%	2	0.40%	28	5.60%	36	7.20%	20	4.00%
103	6	1.55%	3	0.78%	2	0.52%	5	1.29%	24	6.20%	19	4.91%	11	2.84%
104MB	1	1.49%	0	0.00%	0	0.00%	2	2.99%	1	1.49%	3	4.48%	2	2.99%
105	9	1.97%	3	0.66%	6	1.31%	5	1.09%	16	3.49%	54	11.79%	15	3.28%
106	8	3.81%	1	0.48%	4	1.90%	1	0.48%	10	4.76%	23	10.95%	12	5.71%
107	8	4.17%	5	2.60%	2	1.04%	2	1.04%	13	6.77%	26	13.54%	6	3.13%
108	13	2.40%	2	0.37%	8	1.48%	2	0.37%	24	4.44%	56	10.35%	19	3.51%
109	9	1.49%	2	0.33%	8	1.33%	4	0.66%	38	6.30%	38	6.30%	26	4.31%
110	6	3.00%	0	0.00%	11	5.50%	1	0.50%	9	4.50%	16	8.00%	3	1.50%
111	11	4.23%	0	0.00%	5	1.92%	3	1.15%	10	3.85%	16	6.15%	14	5.38%
112	7	2.08%	0	0.00%	7	2.08%	5	1.48%	27	8.01%	19	5.64%	7	2.08%
113	8	3.67%	0	0.00%	1	0.46%	4	1.83%	16	7.34%	12	5.50%	9	4.13%
114MB	1	2.63%	1	2.63%	1	2.63%	0	0.00%	0	0.00%	3	7.89%	2	5.26%
115	3	1.16%	5	1.93%	4	1.54%	0	0.00%	12	4.63%	18	6.95%	11	4.25%
116MB	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
117	7	3.23%	1	0.46%	7	3.23%	3	1.38%	13	5.99%	27	12.44%	4	1.84%
118	13	4.85%	0	0.00%	3	1.12%	5	1.87%	12	4.48%	25	9.33%	5	1.87%
119MB	2	4.26%	0	0.00%	2	4.26%	0	0.00%	0	0.00%	11	23.40%	4	8.51%
120MB	2	1.98%	0	0.00%	0	0.00%	0	0.00%	4	3.96%	2	1.98%	12	11.88%
121MB	1	1.92%	0	0.00%	1	1.92%	0	0.00%	1	1.92%	7	13.46%	3	5.77%
122MB	4	5.97%	0	0.00%	1	1.49%	0	0.00%	2	2.99%	10	14.93%	0	0.00%
County of Inyo - Total	137	2.51%	23	0.42%	95	1.74%	46	0.84%	275	5.04%	465	8.52%	201	3.68%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Electionwide - Total	137	2.51%	23	0.42%	95	1.74%	46	0.84%	275	5.04%	465	8.52%	201	3.68%

Precinct	DAVID MOORE		MARIO NABLUBA		Write-in		Total Votes	Seelam Prabhakar Reddy Qualified Write In		Michael V. Ziesing Qualified Write In		Ursula M. Schilling Qualified Write In	
	Count	Percentage	Count	Percentage	Count	Percentage		Count	Percentage	Count	Percentage	Count	Percentage
Electionwide													
County of Inyo													
101	0	0.00%	1	0.23%	0	0.00%	430	0	0.00%	0	0.00%	0	0.00%
102	2	0.40%	5	1.00%	0	0.00%	500	0	0.00%	0	0.00%	0	0.00%
103	3	0.78%	8	2.07%	0	0.00%	387	0	0.00%	0	0.00%	0	0.00%
104MB	0	0.00%	0	0.00%	0	0.00%	67	0	0.00%	0	0.00%	0	0.00%
105	4	0.87%	7	1.53%	0	0.00%	458	0	0.00%	0	0.00%	0	0.00%
106	1	0.48%	5	2.38%	0	0.00%	210	0	0.00%	0	0.00%	0	0.00%
107	0	0.00%	0	0.00%	0	0.00%	192	0	0.00%	0	0.00%	0	0.00%
108	5	0.92%	7	1.29%	0	0.00%	541	0	0.00%	0	0.00%	0	0.00%
109	4	0.66%	6	1.00%	0	0.00%	603	0	0.00%	0	0.00%	0	0.00%
110	6	3.00%	0	0.00%	0	0.00%	200	0	0.00%	0	0.00%	0	0.00%
111	3	1.15%	2	0.77%	0	0.00%	260	0	0.00%	0	0.00%	0	0.00%
112	7	2.08%	3	0.89%	0	0.00%	337	0	0.00%	0	0.00%	0	0.00%
113	2	0.92%	5	2.29%	0	0.00%	218	0	0.00%	0	0.00%	0	0.00%
114MB	0	0.00%	0	0.00%	0	0.00%	38	0	0.00%	0	0.00%	0	0.00%
115	2	0.77%	1	0.39%	0	0.00%	259	0	0.00%	0	0.00%	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	4	0	0.00%	0	0.00%	0	0.00%
117	2	0.92%	0	0.00%	0	0.00%	217	0	0.00%	0	0.00%	0	0.00%
118	2	0.75%	3	1.12%	0	0.00%	268	0	0.00%	0	0.00%	0	0.00%
119MB	0	0.00%	0	0.00%	0	0.00%	47	0	0.00%	0	0.00%	0	0.00%
120MB	0	0.00%	1	0.99%	0	0.00%	101	0	0.00%	0	0.00%	0	0.00%
121MB	0	0.00%	1	1.92%	0	0.00%	52	0	0.00%	0	0.00%	0	0.00%
122MB	0	0.00%	1	1.49%	0	0.00%	67	0	0.00%	0	0.00%	0	0.00%
County of Inyo - Total	43	0.79%	56	1.03%	0	0.00%	5,456	0	0.00%	0	0.00%	0	0.00%
Cumulative													
Cumulative	0		0		0		0	0		0		0	
Cumulative - Total	0		0		0		0	0		0		0	
Electionwide - Total	43	0.79%	56	1.03%	0	0.00%	5,456	0	0.00%	0	0.00%	0	0.00%

U.S. REPRESENTATIVE 8TH DISTRICT (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	PAUL COOK	RITA RAMIREZ	
Electionwide					Electionwide			
County of Inyo					County of Inyo			
101	454	679	10	0	101	143 32.21%	17 3.83%	
102	547	854	26	0	102	188 36.08%	44 8.45%	
103	434	655	19	0	103	145 34.94%	23 5.54%	
104MB	71	132	2	0	104MB	26 37.68%	5 7.25%	
105	502	834	16	1	105	140 28.87%	37 7.63%	
106	225	427	9	0	106	63 29.17%	19 8.80%	
107	213	374	6	0	107	51 24.64%	16 7.73%	
108	595	861	22	1	108	194 33.92%	19 3.32%	
109	656	907	18	0	109	258 40.44%	16 2.51%	
110	231	674	18	0	110	52 24.41%	43 20.19%	
111	274	387	5	0	111	117 43.49%	12 4.46%	
112	375	635	12	0	112	108 29.75%	37 10.19%	
113	236	365	13	1	113	70 31.53%	7 3.15%	
114MB	39	64	0	0	114MB	3 7.69%	3 7.69%	
115	279	395	7	1	115	77 28.41%	17 6.27%	
116MB	4	4	0	0	116MB	3 75.00%	0 0.00%	
117	235	403	6	0	117	79 34.50%	20 8.73%	
118	289	509	11	0	118	114 41.01%	13 4.68%	
119MB	51	86	1	0	119MB	10 20.00%	10 20.00%	
120MB	112	178	8	0	120MB	50 48.08%	9 8.65%	
121MB	54	148	2	0	121MB	16 30.77%	12 23.08%	
122MB	70	126	2	0	122MB	9 13.24%	16 23.53%	
County of Inyo - Total	5,946	9,697	213	4	County of Inyo - Total	1,916 33.44%	395 6.89%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,946	9,697	213	4	Electionwide - Total	1,916 33.44%	395 6.89%	

Precinct	RONALD J. O'DONNELL		MARJORIE "MARGE" DOYLE		TIM DONNELLY		Write-in		Total Votes
Electionwide									
County of Inyo									
101	8	1.80%	188	42.34%	88	19.82%	0	0.00%	444
102	10	1.92%	156	29.94%	123	23.61%	0	0.00%	521
103	8	1.93%	128	30.84%	111	26.75%	0	0.00%	415
104MB	0	0.00%	21	30.43%	17	24.64%	0	0.00%	69
105	8	1.65%	184	37.94%	116	23.92%	0	0.00%	485
106	1	0.46%	95	43.98%	37	17.13%	1	0.46%	216
107	5	2.42%	98	47.34%	36	17.39%	1	0.48%	207
108	9	1.57%	212	37.06%	137	23.95%	1	0.17%	572
109	8	1.25%	176	27.59%	180	28.21%	0	0.00%	638
110	8	3.76%	92	43.19%	17	7.98%	1	0.47%	213
111	2	0.74%	65	24.16%	72	26.77%	1	0.37%	269
112	12	3.31%	105	28.93%	101	27.82%	0	0.00%	363
113	5	2.25%	87	39.19%	53	23.87%	0	0.00%	222
114MB	1	2.56%	21	53.85%	11	28.21%	0	0.00%	39
115	5	1.85%	98	36.16%	74	27.31%	0	0.00%	271
116MB	0	0.00%	0	0.00%	1	25.00%	0	0.00%	4
117	10	4.37%	85	37.12%	35	15.28%	0	0.00%	229
118	5	1.80%	97	34.89%	49	17.63%	0	0.00%	278
119MB	0	0.00%	26	52.00%	4	8.00%	0	0.00%	50
120MB	2	1.92%	11	10.58%	32	30.77%	0	0.00%	104
121MB	1	1.92%	17	32.69%	6	11.54%	0	0.00%	52
122MB	7	10.29%	32	47.06%	4	5.88%	0	0.00%	68
County of Inyo - Total	115	2.01%	1,994	34.81%	1,304	22.76%	5	0.09%	5,729
Cumulative									
Cumulative	0		0		0		0		0
Cumulative - Total	0		0		0		0		0
Electionwide - Total	115	2.01%	1,994	34.81%	1,304	22.76%	5	0.09%	5,729

STATE SENATOR 8TH DISTRICT (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	454	679	51	0
102	547	854	60	0
103	434	655	49	0
104MB	71	132	9	0
105	502	834	46	0
106	225	427	20	0
107	213	374	17	0
108	595	861	66	1
109	656	907	59	0
110	231	674	32	0
111	274	387	17	0
112	375	635	28	0
113	236	365	21	0
114MB	39	64	0	0
115	279	395	20	0
116MB	4	4	0	0
117	235	403	17	0
118	289	509	15	0
119MB	51	86	4	0
120MB	112	178	11	0
121MB	54	148	4	0
122MB	70	126	7	0
County of Inyo - Total	5,946	9,697	553	1
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,946	9,697	553	1

Precinct	PAULINA MIRANDA	TOM PRATT
Electionwide		
County of Inyo		
101	95 23.57%	86 21.34%
102	111 22.79%	74 15.20%
103	68 17.66%	56 14.55%
104MB	12 19.35%	5 8.06%
105	119 26.10%	87 19.08%
106	61 29.76%	39 19.02%
107	57 29.08%	52 26.53%
108	120 22.73%	95 17.99%
109	78 13.07%	92 15.41%
110	93 46.73%	36 18.09%
111	43 16.73%	23 8.95%
112	83 23.92%	52 14.99%
113	49 22.79%	45 20.93%
114MB	8 20.51%	16 41.03%
115	59 22.78%	40 15.44%
116MB	0 0.00%	0 0.00%
117	66 30.28%	40 18.35%
118	52 18.98%	59 21.53%
119MB	20 42.55%	12 25.53%
120MB	10 9.90%	7 6.93%
121MB	17 34.00%	11 22.00%
122MB	36 57.14%	10 15.87%
County of Inyo - Total	1,257 23.31%	937 17.38%
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Electionwide - Total	1,257 23.31%	937 17.38%

Precinct	ANDREAS BORGES		MARK BELDEN		Write-in		Total Votes
Electionwide							
County of Inyo							
101	208	51.61%	14	3.47%	0	0.00%	403
102	282	57.91%	20	4.11%	0	0.00%	487
103	234	60.78%	27	7.01%	0	0.00%	385
104MB	39	62.90%	6	9.68%	0	0.00%	62
105	223	48.90%	27	5.92%	0	0.00%	456
106	90	43.90%	13	6.34%	2	0.98%	205
107	75	38.27%	12	6.12%	0	0.00%	196
108	282	53.41%	29	5.49%	2	0.38%	528
109	393	65.83%	34	5.70%	0	0.00%	597
110	57	28.64%	13	6.53%	0	0.00%	199
111	167	64.98%	24	9.34%	0	0.00%	257
112	179	51.59%	33	9.51%	0	0.00%	347
113	108	50.23%	13	6.05%	0	0.00%	215
114MB	13	33.33%	2	5.13%	0	0.00%	39
115	143	55.21%	17	6.56%	0	0.00%	259
116MB	4	100.00%	0	0.00%	0	0.00%	4
117	97	44.50%	15	6.88%	0	0.00%	218
118	147	53.65%	16	5.84%	0	0.00%	274
119MB	10	21.28%	5	10.64%	0	0.00%	47
120MB	70	69.31%	14	13.86%	0	0.00%	101
121MB	19	38.00%	3	6.00%	0	0.00%	50
122MB	11	17.46%	6	9.52%	0	0.00%	63
County of Inyo - Total	2,851	52.87%	343	6.36%	4	0.07%	5,392
Cumulative							
Cumulative	0		0		0		0
Cumulative - Total	0		0		0		0
Electionwide - Total	2,851	52.87%	343	6.36%	4	0.07%	5,392

MEMBER OF THE ASSEMBLY 26TH DISTRICT (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DEVON MATHIS	JOSE SIGALA	
Electionwide					Electionwide			
County of Inyo					County of Inyo			
101	454	679	35	0	101	102 24.34%	173 41.29%	
102	547	854	43	2	102	170 33.86%	173 34.46%	
103	434	655	31	0	103	131 32.51%	113 28.04%	
104MB	71	132	4	0	104MB	13 19.40%	19 28.36%	
105	502	834	38	0	105	106 22.84%	198 42.67%	
106	225	427	15	0	106	50 23.81%	94 44.76%	
107	213	374	13	0	107	39 19.50%	96 48.00%	
108	595	861	51	1	108	161 29.65%	196 36.10%	
109	656	907	48	0	109	206 33.88%	151 24.84%	
110	231	674	29	0	110	38 18.81%	124 61.39%	
111	274	387	17	0	111	77 29.96%	57 22.18%	
112	375	635	31	0	112	105 30.52%	115 33.43%	
113	236	365	13	0	113	54 24.22%	83 37.22%	
114MB	39	64	1	0	114MB	9 23.68%	23 60.53%	
115	279	395	16	0	115	44 16.73%	93 35.36%	
116MB	4	4	0	0	116MB	4 100.00%	0 0.00%	
117	235	403	14	0	117	42 19.00%	98 44.34%	
118	289	509	11	0	118	48 17.27%	99 35.61%	
119MB	51	86	3	0	119MB	8 16.67%	28 58.33%	
120MB	112	178	10	0	120MB	27 26.47%	20 19.61%	
121MB	54	148	3	0	121MB	6 11.76%	27 52.94%	
122MB	70	126	4	0	122MB	4 6.06%	51 77.27%	
County of Inyo - Total	5,946	9,697	430	3	County of Inyo - Total	1,444 26.19%	2,031 36.84%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,946	9,697	430	3	Electionwide - Total	1,444 26.19%	2,031 36.84%	

Precinct	WARREN GUBLER		JACK LAVERS		Write-in		Total Votes	Joseph Napolitano Qualified Write In	
Electionwide									
County of Inyo									
101	82	19.57%	62	14.80%	0	0.00%	419	0	0.00%
102	83	16.53%	76	15.14%	0	0.00%	502	0	0.00%
103	71	17.62%	88	21.84%	0	0.00%	403	0	0.00%
104MB	15	22.39%	20	29.85%	0	0.00%	67	0	0.00%
105	63	13.58%	97	20.91%	0	0.00%	464	0	0.00%
106	34	16.19%	32	15.24%	0	0.00%	210	0	0.00%
107	31	15.50%	34	17.00%	0	0.00%	200	0	0.00%
108	96	17.68%	90	16.57%	0	0.00%	543	0	0.00%
109	138	22.70%	113	18.59%	0	0.00%	608	0	0.00%
110	14	6.93%	26	12.87%	0	0.00%	202	0	0.00%
111	61	23.74%	62	24.12%	0	0.00%	257	0	0.00%
112	58	16.86%	66	19.19%	0	0.00%	344	0	0.00%
113	37	16.59%	49	21.97%	0	0.00%	223	0	0.00%
114MB	5	13.16%	1	2.63%	0	0.00%	38	0	0.00%
115	71	27.00%	55	20.91%	0	0.00%	263	0	0.00%
116MB	0	0.00%	0	0.00%	0	0.00%	4	0	0.00%
117	54	24.43%	27	12.22%	0	0.00%	221	0	0.00%
118	94	33.81%	37	13.31%	0	0.00%	278	0	0.00%
119MB	10	20.83%	2	4.17%	0	0.00%	48	0	0.00%
120MB	22	21.57%	33	32.35%	0	0.00%	102	0	0.00%
121MB	10	19.61%	8	15.69%	0	0.00%	51	0	0.00%
122MB	5	7.58%	6	9.09%	0	0.00%	66	0	0.00%
County of Inyo - Total	1,054	19.12%	984	17.85%	0	0.00%	5,513	0	0.00%
Cumulative									
Cumulative	0		0		0		0	0	
Cumulative - Total	0		0		0		0	0	
Electionwide - Total	1,054	19.12%	984	17.85%	0	0.00%	5,513	0	0.00%

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	LILY (ESPINOZA) PLOSKI	STEVEN IRELAND
Electionwide County of Inyo					Electionwide County of Inyo		
101	454	679	97	1	101	42 11.80%	64 17.98%
102	547	854	99	1	102	69 15.44%	87 19.46%
103	434	655	95	0	103	45 13.27%	70 20.65%
104MB	71	132	22	0	104MB	3 6.12%	9 18.37%
105	502	834	96	0	105	61 15.02%	88 21.67%
106	225	427	54	0	106	31 18.13%	29 16.96%
107	213	374	49	0	107	32 19.51%	22 13.41%
108	595	861	131	1	108	65 14.04%	81 17.49%
109	656	907	127	0	109	51 9.64%	83 15.69%
110	231	674	41	0	110	68 35.79%	30 15.79%
111	274	387	60	0	111	38 17.76%	51 23.83%
112	375	635	66	0	112	62 20.06%	70 22.65%
113	236	365	32	0	113	34 16.67%	45 22.06%
114MB	39	64	2	0	114MB	8 21.62%	5 13.51%
115	279	395	47	0	115	29 12.50%	45 19.40%
116MB	4	4	0	0	116MB	0 0.00%	0 0.00%
117	235	403	36	0	117	41 20.60%	44 22.11%
118	289	509	47	0	118	26 10.74%	53 21.90%
119MB	51	86	11	0	119MB	10 25.00%	6 15.00%
120MB	112	178	26	0	120MB	16 18.60%	23 26.74%
121MB	54	148	8	0	121MB	9 19.57%	8 17.39%
122MB	70	126	7	1	122MB	17 27.42%	9 14.52%
County of Inyo - Total	5,946	9,697	1,153	4	County of Inyo - Total	757 15.81%	922 19.25%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Electionwide - Total	5,946	9,697	1,153	4	Electionwide - Total	757 15.81%	922 19.25%

Precinct	TONY K. THURMOND		MARSHALL TUCK		Write-in		Total Votes	Douglas I. Vigil Qualified Write In		Thomas L. Williams Qualified Write In		
Electionwide County of Inyo												
101	126	35.39%	124	34.83%	0	0.00%	356	0	0.00%	0	0.00%	
102	120	26.85%	171	38.26%	0	0.00%	447	0	0.00%	0	0.00%	
103	72	21.24%	152	44.84%	0	0.00%	339	0	0.00%	0	0.00%	
104MB	13	26.53%	24	48.98%	0	0.00%	49	0	0.00%	0	0.00%	
105	115	28.33%	142	34.98%	0	0.00%	406	0	0.00%	0	0.00%	
106	49	28.65%	62	36.26%	0	0.00%	171	0	0.00%	0	0.00%	
107	58	35.37%	52	31.71%	0	0.00%	164	0	0.00%	0	0.00%	
108	156	33.69%	161	34.77%	0	0.00%	463	0	0.00%	0	0.00%	
109	149	28.17%	246	46.50%	0	0.00%	529	0	0.00%	0	0.00%	
110	32	16.84%	60	31.58%	0	0.00%	190	0	0.00%	0	0.00%	
111	41	19.16%	84	39.25%	0	0.00%	214	0	0.00%	0	0.00%	
112	63	20.39%	114	36.89%	0	0.00%	309	0	0.00%	0	0.00%	
113	52	25.49%	73	35.78%	0	0.00%	204	0	0.00%	0	0.00%	
114MB	15	40.54%	9	24.32%	0	0.00%	37	0	0.00%	0	0.00%	
115	75	32.33%	83	35.78%	0	0.00%	232	0	0.00%	0	0.00%	
116MB	0	0.00%	4	100.00%	0	0.00%	4	0	0.00%	0	0.00%	
117	56	28.14%	58	29.15%	0	0.00%	199	0	0.00%	0	0.00%	
118	67	27.69%	96	39.67%	0	0.00%	242	0	0.00%	0	0.00%	
119MB	15	37.50%	9	22.50%	0	0.00%	40	0	0.00%	0	0.00%	
120MB	15	17.44%	32	37.21%	0	0.00%	86	0	0.00%	0	0.00%	
121MB	16	34.78%	13	28.26%	0	0.00%	46	0	0.00%	0	0.00%	
122MB	24	38.71%	12	19.35%	0	0.00%	62	0	0.00%	0	0.00%	
County of Inyo - Total	1,329	27.75%	1,781	37.19%	0	0.00%	4,789	0	0.00%	0	0.00%	
Cumulative												
Cumulative	0		0		0		0	0		0		
Cumulative - Total	0		0		0		0	0		0		
Electionwide - Total	1,329	27.75%	1,781	37.19%	0	0.00%	4,789	0	0.00%	0	0.00%	

COUNTY SUPERINTENDENT OF SCHOOLS (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	BARRY D. SIMPSON	Write-in	Total Votes	
Electionwide County of Inyo					Electionwide County of Inyo				
101	454	679	124	0	101	308 93.33%	22 6.67%	330	
102	547	854	142	0	102	394 97.28%	11 2.72%	405	
103	434	655	94	0	103	322 94.71%	18 5.29%	340	
104MB	71	132	21	0	104MB	46 92.00%	4 8.00%	50	
105	502	834	127	0	105	360 96.00%	15 4.00%	375	
106	225	427	51	0	106	161 92.53%	13 7.47%	174	
107	213	374	58	0	107	147 94.84%	8 5.16%	155	
108	595	861	114	1	108	461 96.04%	19 3.96%	480	
109	656	907	151	0	109	482 95.45%	23 4.55%	505	
110	231	674	51	0	110	173 96.11%	7 3.89%	180	
111	274	387	65	0	111	203 97.13%	6 2.87%	209	
112	375	635	77	0	112	287 96.31%	11 3.69%	298	
113	236	365	67	0	113	164 97.04%	5 2.96%	169	
114MB	39	64	13	0	114MB	26 100.00%	0 0.00%	26	
115	279	395	83	0	115	194 98.98%	2 1.02%	196	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	65	0	117	163 95.88%	7 4.12%	170	
118	289	509	68	0	118	218 98.64%	3 1.36%	221	
119MB	51	86	21	0	119MB	28 93.33%	2 6.67%	30	
120MB	112	178	35	0	120MB	76 98.70%	1 1.30%	77	
121MB	54	148	14	0	121MB	37 92.50%	3 7.50%	40	
122MB	70	126	21	0	122MB	46 93.88%	3 6.12%	49	
County of Inyo - Total	5,946	9,697	1,466	1	County of Inyo - Total	4,296 95.91%	183 4.09%	4,479	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,466	1	Electionwide - Total	4,296 95.91%	183 4.09%	4,479	

SUPERVISOR, 1ST DISTRICT (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	454	679	11	0
102	547	854	19	0
103	434	655	11	0
County of Inyo - Total	1,435	2,188	41	0
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,435	2,188	41	0

Precinct	DAN TOTTERO		LYNNE M. GREER	
Electionwide				
County of Inyo				
101	258	58.24%	185	41.76%
102	271	51.33%	257	48.67%
103	186	43.97%	237	56.03%
County of Inyo - Total	715	51.29%	679	48.71%
Cumulative				
Cumulative	0		0	
Cumulative - Total	0		0	
Electionwide - Total	715	51.29%	679	48.71%

Precinct	Write-in	Total Votes
Electionwide		
County of Inyo		
101	0 0.00%	443
102	0 0.00%	528
103	0 0.00%	423
County of Inyo - Total	0 0.00%	1,394
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Electionwide - Total	0 0.00%	1,394

SUPERVISOR, 3RD DISTRICT (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
108	595	861	124	1
109	656	907	148	0
110	231	674	61	0
County of Inyo - Total	1,482	2,442	333	1
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,482	2,442	333	1

Precinct	RICK PUCCI	Write-in	Total Votes
Electionwide			
County of Inyo			
108	455 96.81%	15 3.19%	470
109	499 98.23%	9 1.77%	508
110	168 98.82%	2 1.18%	170
County of Inyo - Total	1,122 97.74%	26 2.26%	1,148
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,122 97.74%	26 2.26%	1,148

ASSESSOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DAVE STOTTLEMYRE	Write-in	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	114	0	101	338 99.41%	2 0.59%	340	
102	547	854	116	0	102	429 99.54%	2 0.46%	431	
103	434	655	95	0	103	335 98.82%	4 1.18%	339	
104MB	71	132	19	0	104MB	52 100.00%	0 0.00%	52	
105	502	834	113	0	105	384 98.71%	5 1.29%	389	
106	225	427	50	0	106	173 98.86%	2 1.14%	175	
107	213	374	56	0	107	153 97.45%	4 2.55%	157	
108	595	861	110	2	108	479 99.17%	4 0.83%	483	
109	656	907	145	0	109	508 99.41%	3 0.59%	511	
110	231	674	59	0	110	171 99.42%	1 0.58%	172	
111	274	387	58	0	111	215 99.54%	1 0.46%	216	
112	375	635	79	0	112	291 98.31%	5 1.69%	296	
113	236	365	56	0	113	178 98.89%	2 1.11%	180	
114MB	39	64	12	0	114MB	27 100.00%	0 0.00%	27	
115	279	395	75	0	115	200 98.04%	4 1.96%	204	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	63	0	117	169 98.26%	3 1.74%	172	
118	289	509	72	0	118	216 99.54%	1 0.46%	217	
119MB	51	86	14	0	119MB	37 100.00%	0 0.00%	37	
120MB	112	178	30	0	120MB	82 100.00%	0 0.00%	82	
121MB	54	148	13	0	121MB	39 95.12%	2 4.88%	41	
122MB	70	126	19	0	122MB	50 98.04%	1 1.96%	51	
County of Inyo - Total	5,946	9,697	1,372	2	County of Inyo - Total	4,526 98.99%	46 1.01%	4,572	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,372	2	Electionwide - Total	4,526 98.99%	46 1.01%	4,572	

AUDITOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	AMY SHEPHERD	Write-in	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	122	0	101	331 99.70%	1 0.30%	332	
102	547	854	128	0	102	417 99.52%	2 0.48%	419	
103	434	655	101	0	103	329 98.80%	4 1.20%	333	
104MB	71	132	19	0	104MB	52 100.00%	0 0.00%	52	
105	502	834	123	1	105	375 99.21%	3 0.79%	378	
106	225	427	53	0	106	169 98.26%	3 1.74%	172	
107	213	374	61	0	107	150 98.68%	2 1.32%	152	
108	595	861	127	2	108	464 99.57%	2 0.43%	466	
109	656	907	159	0	109	496 99.80%	1 0.20%	497	
110	231	674	65	0	110	166 100.00%	0 0.00%	166	
111	274	387	63	0	111	211 100.00%	0 0.00%	211	
112	375	635	77	0	112	294 98.66%	4 1.34%	298	
113	236	365	69	0	113	167 100.00%	0 0.00%	167	
114MB	39	64	13	0	114MB	26 100.00%	0 0.00%	26	
115	279	395	70	1	115	202 97.12%	6 2.88%	208	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	49	0	117	183 98.39%	3 1.61%	186	
118	289	509	54	0	118	235 100.00%	0 0.00%	235	
119MB	51	86	11	0	119MB	40 100.00%	0 0.00%	40	
120MB	112	178	27	0	120MB	84 98.82%	1 1.18%	85	
121MB	54	148	11	0	121MB	42 97.67%	1 2.33%	43	
122MB	70	126	13	0	122MB	55 96.49%	2 3.51%	57	
County of Inyo - Total	5,946	9,697	1,419	4	County of Inyo - Total	4,488 99.23%	35 0.77%	4,523	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,419	4	Electionwide - Total	4,488 99.23%	35 0.77%	4,523	

CORONER (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	454	679	121	0
102	547	854	120	0
103	434	655	93	0
104MB	71	132	20	0
105	502	834	114	0
106	225	427	51	0
107	213	374	56	0
108	595	861	124	1
109	656	907	155	0
110	231	674	63	0
111	274	387	66	0
112	375	635	70	0
113	236	365	65	0
114MB	39	64	13	0
115	279	395	62	0
116MB	4	4	4	0
117	235	403	48	0
118	289	509	53	0
119MB	51	86	18	0
120MB	112	178	29	0
121MB	54	148	10	0
122MB	70	126	15	0
County of Inyo - Total	5,946	9,697	1,370	1
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,946	9,697	1,370	1

Precinct	JASON E. MOLINAR	Write-in	Total Votes
Electionwide			
County of Inyo			
101	331 99.40%	2 0.60%	333
102	425 99.53%	2 0.47%	427
103	334 97.95%	7 2.05%	341
104MB	51 100.00%	0 0.00%	51
105	384 98.97%	4 1.03%	388
106	172 98.85%	2 1.15%	174
107	152 96.82%	5 3.18%	157
108	467 99.36%	3 0.64%	470
109	499 99.60%	2 0.40%	501
110	168 100.00%	0 0.00%	168
111	204 98.08%	4 1.92%	208
112	299 98.03%	6 1.97%	305
113	171 100.00%	0 0.00%	171
114MB	26 100.00%	0 0.00%	26
115	215 99.08%	2 0.92%	217
116MB	0	0	0
117	184 98.40%	3 1.60%	187
118	235 99.58%	1 0.42%	236
119MB	33 100.00%	0 0.00%	33
120MB	83 100.00%	0 0.00%	83
121MB	43 97.73%	1 2.27%	44
122MB	53 96.36%	2 3.64%	55
County of Inyo - Total	4,529 98.99%	46 1.01%	4,575
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,529 98.99%	46 1.01%	4,575

COUNTY CLERK-RECORDER (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
101	454	679	96	0
102	547	854	92	1
103	434	655	76	0
104MB	71	132	15	0
105	502	834	81	0
106	225	427	40	1
107	213	374	49	0
108	595	861	100	1
109	656	907	112	1
110	231	674	45	0
111	274	387	49	0
112	375	635	53	0
113	236	365	49	0
114MB	39	64	8	0
115	279	395	40	0
116MB	4	4	3	0
117	235	403	49	0
118	289	509	43	0
119MB	51	86	9	0
120MB	112	178	26	0
121MB	54	148	9	0
122MB	70	126	11	0
County of Inyo - Total	5,946	9,697	1,055	4
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,946	9,697	1,055	4

Precinct	KAMMI FOOTE	Write-in	Total Votes
Electionwide			
County of Inyo			
101	357 99.72%	1 0.28%	358
102	451 99.34%	3 0.66%	454
103	355 99.16%	3 0.84%	358
104MB	56 100.00%	0 0.00%	56
105	417 99.05%	4 0.95%	421
106	183 99.46%	1 0.54%	184
107	164 100.00%	0 0.00%	164
108	492 99.60%	2 0.40%	494
109	539 99.26%	4 0.74%	543
110	186 100.00%	0 0.00%	186
111	224 99.56%	1 0.44%	225
112	320 99.38%	2 0.62%	322
113	186 99.47%	1 0.53%	187
114MB	31 100.00%	0 0.00%	31
115	238 99.58%	1 0.42%	239
116MB	1 100.00%	0 0.00%	1
117	184 98.92%	2 1.08%	186
118	245 99.59%	1 0.41%	246
119MB	42 100.00%	0 0.00%	42
120MB	86 100.00%	0 0.00%	86
121MB	44 97.78%	1 2.22%	45
122MB	57 96.61%	2 3.39%	59
County of Inyo - Total	4,858 99.41%	29 0.59%	4,887
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,858 99.41%	29 0.59%	4,887

DISTRICT ATTORNEY (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	THOMAS L. HARDY	Write-in	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	101	0	101	351 99.43%	2 0.57%	353	
102	547	854	117	0	102	428 99.53%	2 0.47%	430	
103	434	655	95	0	103	334 98.53%	5 1.47%	339	
104MB	71	132	22	0	104MB	45 91.84%	4 8.16%	49	
105	502	834	109	0	105	386 98.22%	7 1.78%	393	
106	225	427	48	0	106	170 96.05%	7 3.95%	177	
107	213	374	50	0	107	160 98.16%	3 1.84%	163	
108	595	861	127	1	108	459 98.29%	8 1.71%	467	
109	656	907	144	0	109	506 98.83%	6 1.17%	512	
110	231	674	79	0	110	150 98.68%	2 1.32%	152	
111	274	387	60	0	111	212 99.07%	2 0.93%	214	
112	375	635	86	0	112	279 96.54%	10 3.46%	289	
113	236	365	59	0	113	173 97.74%	4 2.26%	177	
114MB	39	64	15	0	114MB	24 100.00%	0 0.00%	24	
115	279	395	62	0	115	214 98.62%	3 1.38%	217	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	58	0	117	173 97.74%	4 2.26%	177	
118	289	509	67	0	118	221 99.55%	1 0.45%	222	
119MB	51	86	13	0	119MB	38 100.00%	0 0.00%	38	
120MB	112	178	36	0	120MB	76 100.00%	0 0.00%	76	
121MB	54	148	10	0	121MB	43 97.73%	1 2.27%	44	
122MB	70	126	16	0	122MB	51 94.44%	3 5.56%	54	
County of Inyo - Total	5,946	9,697	1,378	1	County of Inyo - Total	4,493 98.38%	74 1.62%	4,567	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,378	1	Electionwide - Total	4,493 98.38%	74 1.62%	4,567	

PUBLIC ADMINISTRATOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	PATRICIA BARTON	Write-in	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	125	0	101	329 100.00%	0 0.00%	329	
102	547	854	131	0	102	413 99.28%	3 0.72%	416	
103	434	655	108	0	103	323 99.08%	3 0.92%	326	
104MB	71	132	19	0	104MB	52 100.00%	0 0.00%	52	
105	502	834	124	0	105	375 99.21%	3 0.79%	378	
106	225	427	52	0	106	170 98.27%	3 1.73%	173	
107	213	374	65	0	107	147 99.32%	1 0.68%	148	
108	595	861	129	1	108	462 99.35%	3 0.65%	465	
109	656	907	166	0	109	488 99.59%	2 0.41%	490	
110	231	674	60	0	110	170 99.42%	1 0.58%	171	
111	274	387	66	0	111	208 100.00%	0 0.00%	208	
112	375	635	82	0	112	288 98.29%	5 1.71%	293	
113	236	365	69	0	113	167 100.00%	0 0.00%	167	
114MB	39	64	13	0	114MB	26 100.00%	0 0.00%	26	
115	279	395	68	0	115	207 98.10%	4 1.90%	211	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	61	0	117	170 97.70%	4 2.30%	174	
118	289	509	65	0	118	223 99.55%	1 0.45%	224	
119MB	51	86	16	0	119MB	34 97.14%	1 2.86%	35	
120MB	112	178	32	0	120MB	80 100.00%	0 0.00%	80	
121MB	54	148	11	0	121MB	42 97.67%	1 2.33%	43	
122MB	70	126	12	0	122MB	55 94.83%	3 5.17%	58	
County of Inyo - Total	5,946	9,697	1,478	1	County of Inyo - Total	4,429 99.15%	38 0.85%	4,467	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,478	1	Electionwide - Total	4,429 99.15%	38 0.85%	4,467	

SHERIFF (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JEFF HOLLOWELL	JOSHUA R. NICHOLSON	
Electionwide					Electionwide			
County of Inyo					County of Inyo			
101	454	679	36	0	101	271 64.83%	145 34.69%	
102	547	854	26	0	102	289 55.47%	228 43.76%	
103	434	655	18	1	103	258 62.17%	153 36.87%	
104MB	71	132	3	0	104MB	43 63.24%	25 36.76%	
105	502	834	32	0	105	275 58.51%	189 40.21%	
106	225	427	17	1	106	121 58.45%	83 40.10%	
107	213	374	13	0	107	115 57.50%	82 41.00%	
108	595	861	39	3	108	363 65.64%	188 34.00%	
109	656	907	25	0	109	388 61.49%	241 38.19%	
110	231	674	12	0	110	71 32.42%	147 67.12%	
111	274	387	19	0	111	155 60.78%	99 38.82%	
112	375	635	14	1	112	175 48.61%	185 51.39%	
113	236	365	12	0	113	148 66.07%	76 33.93%	
114MB	39	64	7	1	114MB	18 58.06%	13 41.94%	
115	279	395	14	1	115	178 67.42%	85 32.20%	
116MB	4	4	0	0	116MB	4 100.00%	0 0.00%	
117	235	403	14	0	117	108 48.87%	111 50.23%	
118	289	509	24	0	118	135 50.94%	129 48.68%	
119MB	51	86	8	0	119MB	28 65.12%	15 34.88%	
120MB	112	178	8	0	120MB	53 50.96%	50 48.08%	
121MB	54	148	6	0	121MB	21 43.75%	26 54.17%	
122MB	70	126	7	0	122MB	32 50.79%	31 49.21%	
County of Inyo - Total	5,946	9,697	354	8	County of Inyo - Total	3,249 58.18%	2,301 41.21%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Electionwide - Total	5,946	9,697	354	8	Electionwide - Total	3,249 58.18%	2,301 41.21%	

Precinct	Write-in	Total Votes
Electionwide		
County of Inyo		
101	2 0.48%	418
102	4 0.77%	521
103	4 0.96%	415
104MB	0 0.00%	68
105	6 1.28%	470
106	3 1.45%	207
107	3 1.50%	200
108	2 0.36%	553
109	2 0.32%	631
110	1 0.46%	219
111	1 0.39%	255
112	0 0.00%	360
113	0 0.00%	224
114MB	0 0.00%	31
115	1 0.38%	264
116MB	0 0.00%	4
117	2 0.90%	221
118	1 0.38%	265
119MB	0 0.00%	43
120MB	1 0.96%	104
121MB	1 2.08%	48
122MB	0 0.00%	63
County of Inyo - Total	34 0.61%	5,584
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Electionwide - Total	34 0.61%	5,584

TREASURER-TAX COLLECTOR (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ALISHA MCMURTRIE	Write-in	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	115	0	101	339 100.00%	0 0.00%	339	
102	547	854	122	0	102	422 99.29%	3 0.71%	425	
103	434	655	94	0	103	339 99.71%	1 0.29%	340	
104MB	71	132	19	0	104MB	52 100.00%	0 0.00%	52	
105	502	834	129	0	105	369 98.93%	4 1.07%	373	
106	225	427	56	0	106	167 98.82%	2 1.18%	169	
107	213	374	69	0	107	138 95.83%	6 4.17%	144	
108	595	861	130	1	108	461 99.35%	3 0.65%	464	
109	656	907	152	0	109	500 99.21%	4 0.79%	504	
110	231	674	52	0	110	178 99.44%	1 0.56%	179	
111	274	387	68	0	111	206 100.00%	0 0.00%	206	
112	375	635	75	0	112	297 99.00%	3 1.00%	300	
113	236	365	77	0	113	158 99.37%	1 0.63%	159	
114MB	39	64	18	0	114MB	21 100.00%	0 0.00%	21	
115	279	395	83	0	115	192 97.96%	4 2.04%	196	
116MB	4	4	4	0	116MB	0	0	0	
117	235	403	66	0	117	167 98.82%	2 1.18%	169	
118	289	509	70	0	118	217 99.09%	2 0.91%	219	
119MB	51	86	10	0	119MB	40 97.56%	1 2.44%	41	
120MB	112	178	29	0	120MB	83 100.00%	0 0.00%	83	
121MB	54	148	13	0	121MB	40 97.56%	1 2.44%	41	
122MB	70	126	17	0	122MB	53 100.00%	0 0.00%	53	
County of Inyo - Total	5,946	9,697	1,468	1	County of Inyo - Total	4,439 99.15%	38 0.85%	4,477	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	1,468	1	Electionwide - Total	4,439 99.15%	38 0.85%	4,477	

PROPOSITION 68 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	YES	NO	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	41	0	101	206 49.88%	207 50.12%	413	
102	547	854	52	0	102	237 47.88%	258 52.12%	495	
103	434	655	35	0	103	142 35.59%	257 64.41%	399	
104MB	71	132	9	0	104MB	19 30.65%	43 69.35%	62	
105	502	834	46	0	105	237 51.97%	219 48.03%	456	
106	225	427	23	0	106	113 55.94%	89 44.06%	202	
107	213	374	18	0	107	115 58.97%	80 41.03%	195	
108	595	861	44	0	108	262 47.55%	289 52.45%	551	
109	656	907	60	0	109	229 38.42%	367 61.58%	596	
110	231	574	23	0	110	152 73.08%	56 26.92%	208	
111	274	387	14	0	111	94 36.15%	166 63.85%	260	
112	375	635	27	0	112	160 45.98%	188 54.02%	348	
113	236	365	21	0	113	88 40.93%	127 59.07%	215	
114MB	39	64	2	0	114MB	20 54.05%	17 45.95%	37	
115	279	395	22	0	115	109 42.41%	148 57.59%	257	
116MB	4	4	0	0	116MB	0 0.00%	4 100.00%	4	
117	235	403	21	0	117	100 46.73%	114 53.27%	214	
118	289	509	17	0	118	127 46.69%	145 53.31%	272	
119MB	51	86	4	0	119MB	24 51.06%	23 48.94%	47	
120MB	112	178	11	0	120MB	27 26.73%	74 73.27%	101	
121MB	54	148	1	0	121MB	30 56.60%	23 43.40%	53	
122MB	70	126	7	0	122MB	43 68.25%	20 31.75%	63	
County of Inyo - Total	5,946	9,697	498	0	County of Inyo - Total	2,534 46.51%	2,914 53.49%	5,448	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	498	0	Electionwide - Total	2,534 46.51%	2,914 53.49%	5,448	

PROPOSITION 69 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	YES	NO	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	49	0	101	317 78.27%	88 21.73%	405	
102	547	854	53	0	102	378 76.52%	116 23.48%	494	
103	434	655	37	0	103	293 73.80%	104 26.20%	397	
104MB	71	132	8	0	104MB	52 82.54%	11 17.46%	63	
105	502	834	54	0	105	358 79.91%	90 20.09%	448	
106	225	427	31	0	106	143 73.71%	51 26.29%	194	
107	213	374	19	0	107	162 83.51%	32 16.49%	194	
108	595	861	53	0	108	430 79.34%	112 20.66%	542	
109	656	907	50	0	109	484 79.87%	122 20.13%	606	
110	231	674	21	0	110	166 79.05%	44 20.95%	210	
111	274	387	18	0	111	193 75.39%	63 24.61%	256	
112	375	635	28	0	112	244 70.32%	103 29.68%	347	
113	236	365	20	0	113	175 81.02%	41 18.98%	216	
114MB	39	64	2	0	114MB	26 70.27%	11 29.73%	37	
115	279	395	26	0	115	189 74.70%	64 25.30%	253	
116MB	4	4	0	0	116MB	4 100.00%	0 0.00%	4	
117	235	403	23	0	117	156 73.58%	56 26.42%	212	
118	289	509	21	0	118	199 74.25%	69 25.75%	268	
119MB	51	86	4	0	119MB	39 82.98%	8 17.02%	47	
120MB	112	178	10	0	120MB	70 68.63%	32 31.37%	102	
121MB	54	148	1	0	121MB	46 86.79%	7 13.21%	53	
122MB	70	126	5	0	122MB	58 89.23%	7 10.77%	65	
County of Inyo - Total	5,946	9,697	533	0	County of Inyo - Total	4,182 77.26%	1,231 22.74%	5,413	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	533	0	Electionwide - Total	4,182 77.26%	1,231 22.74%	5,413	

PROPOSITION 70 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	YES	NO	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	66	0	101	120 30.93%	268 69.07%	388	
102	547	854	78	0	102	182 38.81%	287 61.19%	469	
103	434	655	56	1	103	113 29.97%	264 70.03%	377	
104MB	71	132	13	0	104MB	29 50.00%	29 50.00%	58	
105	502	834	86	0	105	164 39.42%	252 60.58%	416	
106	225	427	40	0	106	61 32.97%	124 67.03%	185	
107	213	374	27	0	107	58 31.18%	128 68.82%	186	
108	595	861	86	0	108	165 32.42%	344 67.58%	509	
109	656	907	107	0	109	178 32.42%	371 67.58%	549	
110	231	674	28	0	110	98 48.28%	105 51.72%	203	
111	274	387	28	0	111	68 27.64%	178 72.36%	246	
112	375	635	43	0	112	116 34.94%	216 65.06%	332	
113	236	365	28	0	113	79 37.98%	129 62.02%	208	
114MB	39	64	2	1	114MB	14 38.89%	22 61.11%	36	
115	279	395	40	0	115	95 39.75%	144 60.25%	239	
116MB	4	4	0	0	116MB	2 50.00%	2 50.00%	4	
117	235	403	33	0	117	54 26.73%	148 73.27%	202	
118	289	509	27	1	118	97 37.16%	164 62.84%	261	
119MB	51	86	6	0	119MB	19 42.22%	26 57.78%	45	
120MB	112	178	18	0	120MB	21 22.34%	73 77.66%	94	
121MB	54	148	3	0	121MB	18 35.29%	33 64.71%	51	
122MB	70	126	8	0	122MB	33 53.23%	29 46.77%	62	
County of Inyo - Total	5,946	9,697	823	3	County of Inyo - Total	1,784 34.84%	3,336 65.16%	5,120	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	823	3	Electionwide - Total	1,784 34.84%	3,336 65.16%	5,120	

PROPOSITION 71 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	YES	NO	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	57	0	101	292 73.55%	105 26.45%	397	
102	547	854	87	1	102	352 76.69%	107 23.31%	459	
103	434	655	53	0	103	256 67.19%	125 32.81%	381	
104MB	71	132	15	0	104MB	38 67.86%	18 32.14%	56	
105	502	834	81	0	105	337 80.05%	84 19.95%	421	
106	225	427	37	0	106	146 77.66%	42 22.34%	188	
107	213	374	27	0	107	137 73.66%	49 26.34%	186	
108	595	861	77	0	108	377 72.78%	141 27.22%	518	
109	656	907	79	0	109	422 73.14%	155 26.86%	577	
110	231	674	35	0	110	157 80.10%	39 19.90%	196	
111	274	387	33	0	111	164 68.05%	77 31.95%	241	
112	375	635	44	0	112	228 68.88%	103 31.12%	331	
113	236	365	31	0	113	145 70.73%	60 29.27%	205	
114MB	39	64	4	0	114MB	27 77.14%	8 22.86%	35	
115	279	395	38	0	115	158 65.56%	83 34.44%	241	
116MB	4	4	0	0	116MB	4 100.00%	0 0.00%	4	
117	235	403	37	0	117	129 65.15%	69 34.85%	198	
118	289	509	28	0	118	186 71.26%	75 28.74%	261	
119MB	51	86	3	0	119MB	40 83.33%	8 16.67%	48	
120MB	112	178	21	0	120MB	58 63.74%	33 36.26%	91	
121MB	54	148	4	0	121MB	38 76.00%	12 24.00%	50	
122MB	70	126	9	0	122MB	44 72.13%	17 27.87%	61	
County of Inyo - Total	5,946	9,697	800	1	County of Inyo - Total	3,735 72.59%	1,410 27.41%	5,145	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	800	1	Electionwide - Total	3,735 72.59%	1,410 27.41%	5,145	

PROPOSITION 72 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	YES	NO	Total Votes	
Electionwide					Electionwide				
County of Inyo					County of Inyo				
101	454	679	45	0	101	342 83.62%	67 16.38%	409	
102	547	854	75	0	102	360 76.27%	112 23.73%	472	
103	434	655	45	0	103	297 76.35%	92 23.65%	389	
104MB	71	132	12	0	104MB	47 79.66%	12 20.34%	59	
105	502	834	67	0	105	369 84.83%	66 15.17%	435	
106	225	427	33	0	106	160 83.33%	32 16.67%	192	
107	213	374	22	0	107	155 81.15%	36 18.85%	191	
108	595	861	61	0	108	444 83.15%	90 16.85%	534	
109	656	907	86	0	109	452 79.30%	118 20.70%	570	
110	231	674	30	0	110	152 75.62%	49 24.38%	201	
111	274	387	20	0	111	199 78.35%	55 21.65%	254	
112	375	635	30	0	112	250 72.46%	95 27.54%	345	
113	236	365	19	0	113	177 81.57%	40 18.43%	217	
114MB	39	64	2	0	114MB	31 83.78%	6 16.22%	37	
115	279	395	23	0	115	189 73.83%	67 26.17%	256	
116MB	4	4	0	0	116MB	4 100.00%	0 0.00%	4	
117	235	403	27	0	117	157 75.48%	51 24.52%	208	
118	289	509	19	0	118	205 75.93%	65 24.07%	270	
119MB	51	86	2	0	119MB	43 87.76%	6 12.24%	49	
120MB	112	178	13	0	120MB	74 74.75%	25 25.25%	99	
121MB	54	148	1	0	121MB	47 88.68%	6 11.32%	53	
122MB	70	126	6	0	122MB	59 92.19%	5 7.81%	64	
County of Inyo - Total	5,946	9,697	638	0	County of Inyo - Total	4,213 79.37%	1,095 20.63%	5,308	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Electionwide - Total	5,946	9,697	638	0	Electionwide - Total	4,213 79.37%	1,095 20.63%	5,308	

MEASURE K (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
117	235	403	25	0
118	289	509	17	1
119MB	51	86	4	0
120MB	112	178	15	0
County of Inyo - Total	687	1,176	61	1
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	687	1,176	61	1

Precinct	YES	NO	Total Votes
Electionwide			
County of Inyo			
117	102 48.57%	108 51.43%	210
118	124 45.76%	147 54.24%	271
119MB	19 40.43%	28 59.57%	47
120MB	26 26.80%	71 73.20%	97
County of Inyo - Total	271 43.36%	354 56.64%	625
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	271 43.36%	354 56.64%	625

MEASURE L (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
County of Inyo				
115	279	395	19	0
116MB	4	4	0	0
County of Inyo - Total	283	399	19	0
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	283	399	19	0

Precinct	YES	NO	Total Votes
Electionwide			
County of Inyo			
115	122 46.92%	138 53.08%	260
116MB	4 100.00%	0 0.00%	4
County of Inyo - Total	126 47.73%	138 52.27%	264
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	126 47.73%	138 52.27%	264



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Amendment #12 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #12 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract to June 30, 2019 and increasing the contract amount by \$20,000 and authorize the Chairperson to sign contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

In December of 2011, your Board approved a contract with Allan D. Kotin and Associates (ADK&A), a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm have been retained by the County to advise and represent the County on two potential and relatively complex real estate projects: (1) the Consolidated Office Building, for which the County is in the midst of lease negotiations with Inyo Development LLC; and, (2) the possible evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Wildlife and Friends of Mount Whitney Fish Hatchery.

The recommended amendment to the ADK&A contract updates his firm's fee schedule and will allow for Mr. Kotin's continued participation in Consolidated Office Building project as it reaches a decision point for your Board, as well as the possibility of engaging on the Fish Hatchery Project if those projects move forward. This current amendment is updating the subcontractor information and is also adjusting Mr. Kotin's hourly rate from \$225 to \$250.

ALTERNATIVES

Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in and receive guidance final negotiations and consideration of a lease for the Consolidated Office Building project.

OTHER AGENCY INVOLVEMENT

County Counsel, Public Works and County Administration are working with Mr. Kotin relative to negotiations for the Consolidated County Office Building Project. Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery could involve County staff and Mr. Kotin working with the State Department of Fish and Wildlife and Friends of Mt. Whitney Fish Hatchery, the Rural Desert Southwest Brownfields Coalition, U.S. EPA, and, possibly, the State Department of General Services and the County's legislative delegation.

FINANCING

Funding for this contract is provided through the CAO-Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265, and is included in the Fiscal Year 2018-2019 Preliminary Budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/19/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>6-19-18</u>
PERSONNEL DIRECTOR: <u>n/a</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 06-19-2018
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 12 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF REAL ESTATE CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allan D. Kotin & Associates of Los Angeles, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of Real Estate Consulting Services, dated December 20, 2011 for the term from November 1, 2011 to June 30, 2018 (extended with Amendment #10).

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

WHEREAS, the parties desire to amend such Agreement to extend the term of the contract and increase the contract limit.

NOW, THEREFORE, County and Consultant hereby amend such Agreement as set forth below:

1. Section 2 of the Agreement entitled "TERM" is amended to read as follows:

"The term of this Agreement shall be from November 1, 2011 to June 30, 2019 unless sooner terminated as provided below."

2. Section 3(D) of the Agreement (entitled "Limit Upon Amount Payable Under Agreement") is amended to read as follows:

"D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$115,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including incidental expenses, which is in excess of the contract limit."

The effective date of this Amendment to the Agreement is June 26, 2018

All the other terms and conditions of the Agreement not amended remain in full force and effect.

\\\\\\ NOTHING FOLLOWS \\\\

**AMENDMENT NUMBER 12 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF REAL ESTATE CONSULTING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____


Dated: _____

Signature

Allan D. Kotin

Type or Print

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 12 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF REAL ESTATE CONSULTING SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR


By: 

Signature

Allan D. Kotin

Type or Print

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Federal Advocacy Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

SUMMARY DISCUSSION:

As reported on June 5th, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11th deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14th to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

ALTERNATIVES:





Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

OTHER AGENCY INVOLVEMENT:

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

FINANCING:

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>06/14/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>6/19/2018</u> Date 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date <u>06-18-2018</u>

DEPARTMENT HEAD SIGNATURE:  Date: 06-18-2018
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (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 those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum of eight thousand (\$8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars (\$5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work 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 three hundred three thousand dollars (\$303,000) (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 performed by Contractor pursuant to this Agreement. 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, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be

considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,

and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
County Administrative Officer
PO Drawer N,
Independence, CA 93526

Contractor:
The Ferguson Group, LLC
1901 Pennsylvania Avenue, N.W. Suite 700
Washington D.C. 2006

26. 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.

**A AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Type or Print 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 THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

SEE ATTACHED:

- A. Inyo County Request for Proposals; and
- B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

RECEIVED

2018 JUN -8 PM 3: 51

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

tfg

Proposal to the

County of Inyo, CA
for Federal
Advocacy Services

June 11, 2018

RECEIVED

2018 JUN -8 PM 3:51

Proposal to the County of Inyo, California for Federal Advocacy Services

INYO COUNTY
ADMINISTRATOR
BOARD OF BOARD

Table of Contents

Cover Letter	1
Recent Engagements	2
Our History	2
TFG Focus	2
Commitment to California	2
Firm Experience and Client Successes	3
Economic Development	3
Housing and Community Development	4
Public Safety and Social Services	4
Water Resources and Infrastructure	6
City of Los Angeles Work	6
Key Personnel	7
Inyo County Advocacy Team	7
Work Plan	12
TFG's Approach	12
Federal Agenda Development	12
Advocacy	13
Communications	14
Examples of Client Communications	15
Grant Services	17
Approach and Likelihood of Success	18
Final Mile Fiber Optics	18
Water Systems	19
Outreach Strategy	20
Information Required from the County	21
Ability to Contract and Exceptions	21
References	21
Compensation Proposal	22
Services for the City of Bishop Services	22

Recent Engagements

Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington, DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.
1901 Pennsylvania Avenue, N.W.
Suite 700
Washington D.C. 2006
(202) 331-8500
www.thefergusongroup.com

TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in

The Ferguson Group
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio
County of Inyo
Office of the County Administrator
P.O. Drawer N
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at rgwinn@tfgnet.com. Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn
CEO

California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

Sutter County, California – Stakeholder-Based Economic Development Initiative. TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

Cumberland County, ME – Food Systems Planning. Cumberland County secured \$25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

Loudoun County, VA – General Services Administration. Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.

Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

City of Newark, New Jersey – Training and Education Center. The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's \$5 million grant was the largest single award provided by this HUD program in recent years.

City of Oceanside, California – Veterans Housing. The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

City of Roseville – Homeless Assistance and Veterans Assistance. The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

Charles County, MD – Hiring Funds for Sheriff's Office. Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded \$375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

Loudoun County, VA – Personal Protective Equipment. In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a \$2,000,000 award from the Assistance to Firefighter (AFG)

Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

City of Fairfield, CA – Retention of Police Officers. When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded \$1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

El Paso County, CO – TIGER Planning Grant. TFG helped El Paso County, CO, secure a \$1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

Butte County Association of Governments, CA – Transit and Maintenance Facility. TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The \$18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

City of Greenville, NC – New Interstate Designation. TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

San Luis Obispo County, CA – Los Osos Wastewater Facility. The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

Multiple Clients – Development of WIFIA. On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

North Bay Water Reuse Program, CA – Water Reuse Funding. TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure \$3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.

Key Personnel

Inyo County Advocacy Team

TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County’s current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG’s professional staff. Biographies of all members of the firm can be found on our website at www.thefergusongroup.com.

Team Member	Responsibilities
Kristi More Managing Partner for Strategic Development	Kristi will serve as the team leader and main point of contact to the County.
Roger Gwinn Chief Executive Officer	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
Jennifer Imo Managing Partner for Client Services	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
David Hoover Senior Advisor	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
Stephanie Missert Senior Associate	Stephanie will assist the Client Manager on all of the County’s priorities with a particular specialty in rural and natural resource issues.
Heidi Schott Senior Associate	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



Kristi More

Managing Partner for Strategic Development

Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost \$120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



Roger Gwinn

Chief Executive Officer

Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under \$1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than \$80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



Jennifer Imo

Managing Partner for Client Services

Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than \$100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



David Hoover

Senior Advisor

David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



Stephanie Missert

Senior Associate and Manager of Policy and Regulatory Affairs

Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of

the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



Heidi Schott

Senior Associate and Manager of Grant Services

Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately \$11 million in grants and loans. Some of her 2016 accomplishments include a \$2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a \$999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a \$222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a \$250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a \$3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a \$375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a \$25,000 USDA Local Food Promotion Program Grant and \$438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a \$238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over \$14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a \$250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a \$1.2 million TIGER planning grant for El Paso County, CO; a \$572,524 Department of Justice (DOJ) Second Chance Act Grant, and a \$97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.

Work Plan

TFG's Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG's approach to developing a client's federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



Federal Agenda Development

Conduct Strategic Assessment of Opportunities. TFG will meet with County officials to learn about your priorities and help you define the County's desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County's priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

Develop Federal Agenda and Strategy. TFG will develop a Federal Agenda that outlines the County's federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG's work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

Advocacy

Preparing for Meetings in Washington, DC. TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

Effective Bipartisan Advocacy. TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

Legislative and Regulatory Services. TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

Enhance Relationships. Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACo), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACo, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

Schedule Washington, DC Meetings. TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.

Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



Weekly Legislative Update March 19, 2018

Congressional Outlook

The House and Senate are in session this week. The House will consider [11 bills](#) under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5088), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4506), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLinn, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4051), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial or Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the Alk Sex Trafficking Act of 2017 (H.R. 1885), which proposes providing new tools to law enforcement to prosecute criminal advertisements for prostitution and solicitation of victims of vote on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over var agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hampst epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

Week in Review

Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's [infrastructure plan](#), which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues...And so far those haven't been identified." [Read more...](#)

Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19.

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. [Read more...](#)

House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 ([H.R. 4909](#)) by a vote of [407-10](#). The bill would reauthorize DOJ's Secure Our Schools program at \$75 million annually for FYs 2019-2028. There is also a [version](#) of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same—the Senate STOP Act would authorize more grant funding, for example. [Read more...](#)

Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act ([S. 2155](#)) by a vote of [67-31](#). The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

TFG Grants Update
 March 23, 2018



**New Grant Opportunities
 Announced**

Grants by Agency

[Department of Interior](#)
[Department of Justice](#)

The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or

Karl Kalbacher, P G
 Director of Environment,
 Economics & Grant
 Services, [via email](#)
 or at (202) 331-8500

The Ferguson Group
 1901 Pennsylvania Ave. NW
 Suite 700
 Washington, DC 20006
 202-331-8500



Department of Interior

FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. [Click here](#) for more information.

FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

Department of Justice

FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. [Click here](#) for more information.

FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Special Report

**Highlights of the
FY 2018 Omnibus
Appropriations
Package**

March 23, 2018

Highlights of the FY 2018 Omnibus Appropriations Package



Introduction

On March 21, 2018, Congress released the 2,212-page [bill](#) of the \$1.3 trillion fiscal year (FY) 2018 omnibus appropriations bill, the Consolidated Appropriations Act, 2018. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available [here](#).

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 22 just hours after the bill text was released by a vote of 256-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 63-32. President Trump orally threatened to veto the bill because it does not address the Deferred Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to allow him five-item veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional \$80 billion for defense and \$83 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic, for homeland security, and for infrastructure. The bill includes nearly \$4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over \$1.3 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately \$21 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.



Table of Contents

Introduction	1
Division A: Agriculture, Rural Development, Food and Drug Administration, and Related Agencies	3
Conservation and Disaster Programs	3
Rural Development	3
Nutrition	4
Division B: Commerce, Justice, Science, and Related Agencies	4
Anti-Opioid Abuse	4
Agencies within the Department of Justice (DOJ)	5
State and Local Law Enforcement Grant Programs	5
Department of Commerce	6
National Science Foundation	6
National Aeronautics and Space Administration (NASA)	6
Other Notable Provisions	7
Division C: Department of Defense	7
Overseas Contingency Operations (OCO)/Global War on Terrorism (GWOT)	7
Military Personnel and Pay	7
Operations and Maintenance	7
Research and Development	8
Equipment Procurement	8
Defense Health and Military Family Programs	8
Division D: Energy and Water Development, and Related Agencies	8
Department of Energy (DOE)	9
U.S. Army Corp of Engineers (Corps)	9
Bureau of Reclamation	10
Division E: Financial Services and General Government	11
Opioid Epidemic	11
General Services Administration (GSA)	11
Internal Revenue Service (IRS)	11
Federal Communications Commission (FCC)	11
Election Assistance Grants: Preventing Election Interference	12
Small Business Administration (SBA)	12
Division F: Department of Homeland Security	12
Federal Emergency Management Agency (FEMA)	12
Cybersecurity	12
Transportation Security Administration	12
Immigration, Customs, and Border Security	13

Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

Opportunities Analysis. TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

Project Evaluation. The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

Strategic Advice. Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

Inside Track. We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with

representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

Possible Sources of Funding. TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from \$100,000 to \$3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between \$425 million and \$550 million for a new rural broadband pilot grant program. This is in addition to the \$600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mbps, and that are not currently served by an RUS borrower.

Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access

to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

Possible Sources of Funding: Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from \$20 million to \$5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a “coalition” for “final-mile” funding at both the federal and state level. In coordination with the coalition, TFG staff will create “talking points”, draft Congressional letters, and media collateral (e.g. OpEds), as needed.

Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County’s requests to Congress and the federal agencies.

Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**
Chief Administrative Officer
County of Butte, CA
ADDRESS: 25 County Center Drive, Suite 200, Oroville, CA 95965
PHONE: (530) 552-3305
EMAIL: smccracken@buttecounty.net
Client since 2004.
- **Mr. Wade Horton**
County Administrative Officer
County of San Luis Obispo, CA
ADDRESS: 1055 Monterey Street D430, San Luis Obispo, CA 93408
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Client since 2009.

- **Mr. Mark Wolinski**
Government Relations Administrator
City of Roseville, CA
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EMAIL: mwolinski@roseville.ca.us
Client since 2001.

Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

- Fixed Fee:** \$8,000 per month for the duration of the three-year contract period outlined in the RFP.
- Services Provided:** Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
- Expenses:** Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed \$5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would

be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately \$2,000 - \$3,000 per month. The combined compensation for the regional contract would then range between \$10,000 – \$11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately \$2,000 - \$2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

COUNTY OF INYO
REQUEST FOR PROPOSALS



For
Federal Advocacy Services

Deadline for Submission:
June 11, 2018

Submit Proposals to:

County of Inyo
Office of the County Administrator
P.O. Box N / 224 N. Edwards Street
Independence, California 93526

I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over \$7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.

According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of \$47,000, or 26% below that of the California median, and a median value of owner-occupied homes of \$184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.



While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.

As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angeles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately \$98 million dollars, with almost \$60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic “middle mile” project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The \$109 million project was funded with an

ARRA grant of \$82,263,000 and \$26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the “final mile” necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

III. CURRENT FUNDING NEEDS

Inyo County’s vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services**. The County’s funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

Water Systems. The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is \$600,000, and replacing the Lone Pine transmission main is estimated as costing \$3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

Final Mile Fiber Optics. The 21st Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is \$44 million.

Cellular Communications Towers. Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo’s topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies’ limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

Lone Pine Town Street Rehabilitation & Reconstruction Project. The County is seeking over \$3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

NEPA for Federal Easements for County Roads. Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

Other Surface Transportation Needs. Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

Historic Mount Whitney Fish Hatchery. Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

Other Economic Development Initiatives. In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

IV. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in prioritizing the County's key funding needs in a manner that best aligns with federal budget opportunities.
2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.
3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.
4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identified, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.
5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.
6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant

federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.
8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.
9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.
10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.
11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.
12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

- a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.
- b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).
- c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.
- d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.
- e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.
- f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.

6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.

8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.

9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

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VI. SUBMISSION OF PROPOSALS / DEADLINE

The deadline for receipt of proposals is 5 p.m. June 11, 2018. Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo
Office of the County Administrator – Federal Advocacy Services RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

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VII. EVALUATION CRITERIA

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

Criteria	Scoring Points Possible
Completeness. Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
Clarity. Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
Value of Funding Advocacy. How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
Value of Legislative Advocacy. How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
Quality of Proposed Work Plan. Is the proposed work plan feasible and thorough and demonstrate the proposer’s reasonable understanding of the County’s needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
Experience. Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion?	10
Ability to Contract. Do any exceptions to the County’s proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
MAXIMUM POSSIBLE SCORE	100
BONUS POINTS	
City of Bishop Option. If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop?	5
<p>Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.</p>	

VIII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

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IX. CONTRACT TERM

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

X. RFP QUESTIONS & INQUIRIES

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at kcarunchio@inyocounty.us, with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

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ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: County Administrator – Film Commissioner

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Film Commissioner Services

DEPARTMENTAL RECOMMENDATION:

Request your Board consider a contract between the County of Inyo and Chris Langley for the provision Film Commissioner on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$109,400 subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

SUMMARY DISCUSSION:

On January 16, 2018, your Board reviewed the history of the Inyo County's Film Commission structure and considered whether it wanted to issue a Request For Proposals for the continuation of contracted Film Commissioner Services. Your Board expressed its satisfaction with the current structure for provision of Film Commissioner Services, and indicated its desire to have an opportunity to consider a new contract with Chris Langley rather than undertake an RFP process. The attached contract, presented today for consideration by your Board, implements the direction provided by your Board in January, and reflects minor modifications requested by the Contractor, or recommended by staff.

OTHER AGENCY INVOLVEMENT:

The cost of the Film Commissioner Services contract is funded through the County General Fund without assistance from other local agencies.

FINANCING:

If approved, the contract will be subject to funding being appropriated in the Fiscal Year 2018-2019 County Budget in Advertising County Resources (011400), in the Inyo County Film Commission object code (5535), in subsequent County Budgets. The Fiscal Year 2018-2019 Preliminary County Budget, adopted by your Board last week, includes funding for this contract until the Fiscal Year 2018-2019 Final Budget is approved later this summer.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/19/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6-19-18</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 06-19-2018

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Film Commissioner services of Chris Langley of Lone Pine, 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 Kevin Carunchio whose title is: County Administrative Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Kevin Carunchio whose title is: County Administrative Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed \$109,400.00***** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
County Administration	Department
P.O. Drawer N	Address
Independence, CA 93526	City and State

Contractor:

Chris Langley	Name
P.O. Box 99	Address
Lone Pine, CA 93545	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature


Type or Print Name

Type or Print Name

Dated: _____

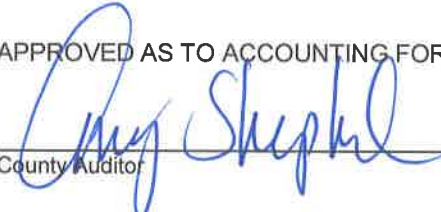
Dated: _____

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 Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES**

TERM:

FROM: July 1, 2018

TO: June 30, 2021

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of the County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction with these services.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County’s film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, and government agencies;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide these materials in an electronic format acceptable to the County so that the material may be hosted on the County website. In addition, if the material is to be hosted on another website, the website must utilize software approved by the Inyo County Information Services Director.

Section II. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone;
 - c. an e-mail account; and,
 - d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. Attendance may be in person or via teleconference. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;
- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Section III. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 6 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than June 1st and January 1st of each year during the term of the Agreement for the provision of Film Commissioner Services.

8. During the last year of the Agreement, the Written Reports shall be prepared and submitted no later than November 1st in lieu of the January 1st deadline, and May 1st in lieu of the June 1st deadline to facilitate the County's consideration of any contract extension or renewal. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor;
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. The number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;
 - d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
 - e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
 - f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section IV. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. If the Film Commission web content will be hosted on the County website, the Contract may be asked and compensated to develop content beyond the crew lists, local resources database, location photographs, production guide, articles described in Section I.
2. If the web content will not be hosted on the County website, the Film Commissioner may be asked to and compensated for developing and maintaining an interactive Inyo County Film Commission website. In developing and maintaining any such website, the Contractor must:
 - a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
 - b. Develop the web site using software specified by the County's Information Services Director;
 - c. Host the web site on a server to specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
 - d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.Any payment for such website development and maintenance services performed by the Contractor is dependent on the Contractor's adherence to these requirements.
3. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Chris Langley FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services, and Section III. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$2,500.00 per month for the period of July 1, 2018 through June 30, 2021

Section II. Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actually cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. If, the Film Commission web content is not hosted on the County website, and the Film Commissioner is asked to develop and maintain an interactive Inyo County Film Commission website pursuant to Attachment A: Section IV. 2.:
 - \$3,000.00 for the development of the website and \$1,000 per year for its maintenance.
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show:
 - \$1,200.00 for the period July 1, 2018 through June 30, 2019;
 - \$1,200.00 for the period July 1, 2019 through June 30, 2020;
 - \$1,200.00 for the period July 1, 2020 through June 30, 2021.

Section III. Travel & Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$3,600.00 for the period July 1, 2018 through June 30, 2019;
- \$3,600.00 for the period July 1, 2019 through June 30, 2020;
- \$3,600.00 for the period July 1, 2020 through June 30, 2021.

The provisions of Section 3. Paragraph B. of this Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed:

- \$3,600.00 for the period July 1, 2018 through June 30, 2019;
- \$3,600.00 for the period July 1, 2019 through June 30, 2020;
- \$3,600.00 for the period July 1, 2020 through June 30, 2021.

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

TERM:

FROM: July 1, 2018 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 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 insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Body Repair to Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION: Recommend that your Board approve the necessary repair of a Motor Pool vehicle in the amount of \$2060.00 payable to Inyo Mono Body Shop of Bishop.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Motor Pool vehicle, Sheriff Unit #9602, a 2016 Ford Explorer was recently damaged in an accident.


Inyo Mono Body Shop issued us a quote for \$2060.00 for the repair. Another quote obtained was from Bishop Auto Body in the amount of \$3287.00. Motor Pool has currently spent \$11,033.00 for Fiscal Year 17/18 with Inyo Mono Body Shop. This amount spent with this vendor will be over the \$10,000.00 limit which then requires Board approval.

ALTERNATIVES: Your Board could choose not to approve the repair of this vehicle; however, it is not safe to operate and the vehicle is of sufficient value to warrant the repair.

OTHER AGENCY INVOLVEMENT:

FINANCING: The Motor Pool Budget 200100 Object Code 5171 has sufficient funding to make the repair.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>eyes</u> Date <u>6/8/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6/11/18
 (Not to be signed until all approvals are received) (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: OFFICE OF COUNTY COUNSEL

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 3 BETWEEN GREENAN, PEFFER SALLANDAR & LALLY, LLP AND INYO COUNTY

DEPARTMENTAL RECOMMENDATION: Request your Board approve Amendment No. 3 to the contract between Greenan, Peffer, Sallandar & Lally, LLP for the provision of legal services to increase the contract limit to \$400,000; and authorize the Chairperson to sign.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: Greenan, Peffer, Sallandar & Lally's Agreement with the County for legal services provides the County with expertise in specialized areas of the law including eminent domain, and the firm is currently representing the County in three eminent domain cases. The firm will continue to be monitored by our office in consultation with the CAO to ensure that the legal services provided are necessary, cost effective, and in accordance with the Board of Supervisors' direction.

ALTERNATIVES: Your Board could choose not to approve the Amendment. This is not recommended for the reasons given above.

OTHER AGENCY INVOLVEMENT: County Administrator.

FINANCING: Funding is already budgeted and/or will be included in future budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/15/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/10/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 6/15/18
 (Not to be signed until all approvals are received)

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREENAN, PEFFER, SALLANDAR & LALLY, LLP
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and GREENAN, PEFFER, SALLANDAR & LALLY, LLP, of San Ramon, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 10, 2016, on County of Inyo Standard Contract No.123, for the term from July 1, 2017 until completion of litigation unless sooner terminated.

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

WHEREAS, the parties have twice previously amended such Agreement to extend the contract term and now wish to amend it to increase the contract limit.

County and Contractor hereby amend such Agreement as follows:

1. Section 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is amended to read as follows:

"E. 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, including travel and per diem expenses, if any, shall not exceed \$400,000 (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, including travel or per diem, which is in excess of the contract limit."

The effective date of this Amendment to the Agreement is June 19, 2018.

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

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREENAN, PEPPER, SALLANDAR & LALLY, LLP
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Kevin D Lally
Type or Print

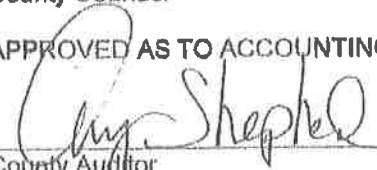
Dated: 6-20-18

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NUMBER 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREENAN, PEFFER, SALLANDAR & LALLY, LLP
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES – First 5

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Northern Inyo Hospital NEST Contract 2018-2021

DEPARTMENTAL RECOMMENDATION:

Request the board approve the contract between the County of Inyo and Northern Inyo Hospital (NIH) for Childbirth Education and Breastfeeding Support services in an amount not to exceed \$72,000 for the period of July 1, 2018 to June 30, 2021 – subject to continued grant funding, Board approval, and the adoption of County budgets in the respective years – and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

First 5 Inyo is dedicated to giving pregnant moms and their children the best start in life. First 5 Inyo's mission is to fund outcomes that promote optimal early development, shaping the trajectory of a child's life to yield ongoing benefits and rewards. This three-year contract with NIH in support of their NEST (Newborn Evaluation, Support, and Teaching) program follows a previous three-year contract. In the previous contract, the NEST program increased staff capacity through trainings, improved breastfeeding rates, and is very close to completing Baby Friendly Hospital accreditation (audit is scheduled for May 24-25, 2018).

In this new contract cycle, the NEST program will continue training new staff, offering prevention materials around Sudden Infant Death (SID) syndrome and purple period of crying, child birth classes, breastfeeding support group, and pre-admission and post-discharge visits with every mother delivering at NIH. Additionally, the NEST program is seeking to establish a pasteurized Donor Breastmilk Program for high risk infants who have medical indication to be supplemented. Based on 2017 data, the Donor Breastmilk Program would potentially increase rate of exclusively breastfed infants from 82% to 98%. By continuing to support the NEST program with this second three-year contract, First 5 Inyo is continuing support of the childbirth education and breastfeeding advances already made.

ALTERNATIVES:

The Board could decide not to fund this contract, which would result in a lack of pregnancy and breastfeeding support in Inyo.

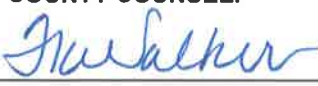


OTHER AGENCY INVOLVEMENT:

Northern Inyo Hospital

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>5/25/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/30/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>J</u> Date: <u>6/6/18</u>
BUDGET OFFICER: <u>N/A</u>	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

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



Date: 6/15/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Northern Inyo Hospital
FOR THE PROVISION OF Childbirth Education and Breastfeeding Support SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Prenatal Education _____ services of Northern Inyo Hospital of Bishop, CA _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Marilyn Mann, whose title is: Health & Human 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 July 1, 2018 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Seventy-Two Thousand (\$72,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
First 5 Inyo County	Department
568 West Line Street	Street
Bishop, CA 93514	City and State

Contractor:	
Northern Inyo Hospital	Name
150 Pioneer Lane	Street
Bishop, CA 93514	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Northern Inyo Hospital
FOR THE PROVISION OF Childbirth Education and Breastfeeding Support SERVICES

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


COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

 _____
Print or Type Name


Dated: MAY 17 2018

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 Northern Inyo Hospital
FOR THE PROVISION OF Childbirth Education and Breastfeeding Support SERVICES**

TERM:
July 1, 2018 June 30, 2021
FROM: _____ **TO:** _____

SCOPE OF WORK:

The Contractor shall provide birthing classes, breastfeeding support groups, and related services as detailed in the accompanying Scope of Work attachment incorporated into this contract (Pages 9a and 9b). Contractor shall complete the tasks listed in this plan no later than June 30, 2021. Contractor shall provide requested fiscal and evaluation reports at quarterly intervals to First 5 Inyo. The schedule of due dates can be found in Attachment B Schedule of Fees.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and or the First 5 Inyo County logo. The Contractor shall coordinate with First 5 Inyo to promote the regularly scheduled birth classes and breastfeeding support group meetings, and that flyers for related services are available to new and expectant parents in NEST and new parent kits.

The major services this contract addresses and the ways they are to be measured include:

- Number of mothers served by:
 - o Birthing Classes
 - o Pre-admission visits
 - o Post-discharge visits
 - o Follow-up NEST visits
 - o Outpatient Lactation Consults
 - o New Moms' Support Group
- Number of mothers receiving safe sleep information and education
- Breastfeeding rates at:
 - o Discharge
 - o Two months
 - o Four months
 - o Six months
- Number of infants receiving Donor Breastmilk after initiation
 - o Percentage of all patients
 - o Percentage of those infants requiring supplementation



The respondent rate for answering phone call surveys from NEST staff amongst discharged patients are low. Thus NEST relies heavily on the Pediatricians' charting during the infants' follow-up Well Baby appointments in the clinic. This data, however, is limited and not ideal for identifying what barriers exist to breastfeeding or other pertinent data beyond the infant's feeding type. The NEST believes that by modifying its data collection techniques by moving to an anonymous, online survey will address the current barrier it is facing gathering data from delivering mothers. At each program evaluation point the number of survey respondents will be compared against the deliveries during that period.

Lastly, due to its participation in the mPINC survey and with the potential designation as a Baby Friendly Hospital, NIH will know that it has fulfilled the Surgeon General's Call to Action to Support Breastfeeding, succeeded in implementing the BFHI's 10 Steps Successful Breastfeeding, and is providing the gold standard in maternity care.

Scope of Work

Initiate 4 hour NEST shift on Saturday and Sunday	May 2018
Baby Friendly accreditation survey	May 2018
Select 1 employee to complete IBCLC training	July 2018
Select 2 employees to complete Lactation Educator training	July 2018
Childbirth classes to be held bi-monthly. Format will rotate between weekend one-day sessions and multi-week evening sessions	Ongoing through life of project
Weekly Moms' Support Group	Ongoing through life of project
Provide Halo sleep sacks and safe sleep education to all patients	Ongoing through life of project
Participation in World Breastfeeding Month (table at Breastfeeding Walk)	August 2018 and annually
Quarterly report of NEST data	Quarterly
Development of new data collection methods (will be captured in new Electronic Health Record)	September 2018
Develop outreach and marketing material for Moms' Support Group	November 2018
Develop outreach and marketing material for Childbirth classes	November 2018
Implement Donor Breastmilk Program (Staff education, patient education and program initiation)	January 2019
Review NEST Gift bag contents and update	February 2019
California Breastfeeding Coalition Conference attendance- 2	February 2019 and annually



attendees	
Research, develop and implement improved Safe Sleep educational program	April 2019
Select 1 employee to complete IBCLC training	July 2019
Select 2 employees to complete Lactation Educator training	July 2019
Anticipated BFHI Renewal	July 2019 and annually
Select 1 employee to complete Childbirth Educator Training	July 2019
Select 1 employee to complete IBCLC training	July 2020
Select 2 employees to complete Lactation Educator training	July 2020
Select 1 employee to complete Childbirth Educator Training	July 2020
International Lactation Consultant Association Conference- 1 attendee	July 2020

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Northern Inyo Hospital
FOR THE PROVISION OF Childbirth Education and Breastfeeding Support **SERVICES**

TERM:
FROM: July 1, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of quarterly invoices, the County agrees to compensate the Contractor for annual expenditures in an amount not to exceed \$24,000, with the full contract expenditures incurred from July 1, 2018 to June 30, 2021 in an amount not to exceed \$72,000.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a quarterly basis, 30 days after the last day of the quarter, listed below. Indirect costs are not to exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories by more than \$2,500 without the express written permission of the First 5 Inyo Commission.

Notwithstanding paragraph 3 E, Billing and Payment, quarterly invoices with attached expenditure sheets, fiscal receipts, and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below.

In the event that invoices or evaluation materials are late, the First 5 Inyo Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or evaluation data, is cause for the First 5 Inyo Commission to review this contract for reduction or cancelation.

Due Date:

Year 1	Year 2	Year 3
November 1, 2018	November 1, 2019	November 1, 2020
February 1, 2019	February 1, 2020	February 1, 2021
May 1, 2019	May 1, 2020	May 1, 2021
August 1, 2019	August 1, 2020	August 1, 2021

Grant Funding Request 2018-2019		Hospital In-Kind Funding 2018-2019	
General	Budget yearly-average	General	Budget yearly-average
Personnel		Personnel	
		Hourly wages to staff NEST 7 days a week	\$121,539
Education		Education	
2 RNs to attend California Breastfeeding Summit in 2019	\$950		
Certified Lactation Educator (2 employee)	\$1,300		
Lactation Consultant certification (1 employee)	\$1,000		
BFHI Staff Training online for new hires/providers/clinic staff	\$500		
Supplies		Supplies	
Birth Prep (\$10/person based on 225 deliveries per year)	\$2,250	General medical supplies in NEST	\$2,000
NEST gift Bag (\$20/person based on 225 deliveries per year)	\$4,500		
Prenatal Education kit (\$12/person based on 225 deliveries per year)	\$2,700		
Educational materials and supplies for Mom's Support Group	\$1,500		
Travel		Travel	
Travel/room & board for CBS (2 attendees)	\$2,000		
Misc		Misc	
Marketing	\$1,500	Marketing	\$1,000
Milk Bank Donor Breastmilk Program	\$2,000		
Freezer for Donor breastmilk	\$3,800		
		BFUSA Annual Fee	\$1,300
Totals:	\$24,000	Totals:	\$125,839

Grant Funding Request 2019-2020		Hospital In-Kind Funding 2019-2020	
General	Budget yearly-average	General	Budget yearly-average
Personnel		Personnel	
		Hourly wages to staff NEST 7 days a week	\$121,539
Education		Education	
2 RNs to attend California Breastfeeding Summit in 2020	\$950		
Certified Lactation Educator (2 employee)	\$1,300		
Lactation Consultant certification (1 employee)	\$1,500		
Childbirth Educator training for 1 staff RN	\$1,500		
BFHI Staff Training online for new hires/providers/clinic staff	\$500		
Supplies		Supplies	
Birth Prep (\$10/person based on 225 deliveries per year)	\$2,250	General medical supplies in NEST	\$2,000
NEST gift Bag (\$20/person based on 225 deliveries per year)	\$4,500		
New Moms' Support Group supplies and materials	\$1,500		
Prenatal Education kit (\$12/person based on 225 deliveries per year)	\$2,700		
Travel		Travel	
Travel/room & board for CBS (2 attendees)	\$2,000		
Misc		Misc	
Marketing	\$1,500	marketing	\$1,000
Milk Bank Donor Breastmilk Program	\$2,500		
BFUSA Annual Fee	\$1,300		
Totals:	\$24,000	Totals:	\$124,539

Grant Funding Request 2020-2021		Hospital In-Kind Funding 2020-2021	
General	Budget yearly-average	General	Budget yearly-average
Personnel		Personnel	
		Hourly wages to staff NEST 7 days a week	\$121,539
Education		Education	
2 RNs to attend CA Breastfeeding Summit in 2019	\$950		
1 RN to attend International Lactation Consultant Association (ILCA) Conference in 2020	\$900		
Certified Lactation Educator (2 employee)	\$1,300		
Lactation Consultant certification (1 employee)	\$1,500		
Childbirth Educator training for 1 staff RN	\$1,500		
BFHI Staff Training online for new hires/providers/clinic staff	\$500		
Supplies		Supplies	
Birth Prep (\$10/person based on 225 deliveries per year)	\$2,250	General medical supplies in NEST	\$2,000
NEST gift Bag (\$20/person based on 225 deliveries per year)	\$4,500		
Prenatal Education kit (\$12/person based on 225 deliveries per year)	\$2,700		
Travel		Travel	
Travel/room & board for ILCA Conference (1 attendee)	\$2,000		
Travel/room & board for CBS (2 attendees)	\$2,000		
Misc		Misc	
Marketing	\$600	Marketing	\$1,000
Milk Bank Donor Breastmilk Program	\$2,000		
BFUSA Annual Fee	\$1,300		
Totals:	\$24,000	Totals:	\$124,539

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Northern Inyo Hospital

FOR THE PROVISION OF Childbirth Education and Breastfeeding Support **SERVICES**

TERM:

FROM: July 1, 2018

TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

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Misc		Misc	
Marketing	\$600	Marketing	\$1,000
Milk Bank Donor Breastmilk Program	\$2,000		
BFUSA Annual Fee	\$1,300		
Totals:	\$24,000	Totals:	\$124,539

Grant Funding Request 2019-2020		Hospital In-Kind Funding 2019-2020	
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BFUSA Annual Fee	\$1,300		
Totals:	\$24,000	Totals:	\$124,539



Inyo County First 5 Grant Proposal
Beyond NEST
May 2018

NARRATIVE

Executive Summary

History, Mission, and Purpose

Northern Inyo Healthcare District (NIHD) is a 25 bed, Critical Access Hospital located in Bishop, California. It has been owned and operated by the Northern Inyo County Local Hospital District since its creation in 1946 under The Local Health Care District Law, Division 23, §32000 of the California Health and Safety Code. NIH has been accredited by the Joint Commission on Accreditation of Healthcare Organization (JCAHO) for over 40 years. NIH provides safety-net medical care to communities in Inyo and Mono counties, including Bishop, Wilkerson, Laws, Round Valley, 40 Acres, Big Pine, Paradise, Swall Meadows, Starlite, Aspendell, Mammoth Lakes, Benton, Hammill Valley, Chalfant, Independence, Lone Pine, Shoshone, Tecopa, as well as to visitors traveling through the region along highway 395 (the only connector between San Bernardino and Reno), and to several small communities in surrounding rural Nevada. The mission of Northern Inyo Healthcare District is “Improving our Communities one life at a time. One Team. One Goal. Your Health!” Northern Inyo Hospital’s services include inpatient and outpatient services, 24-hour emergency services, ICU, orthopedic and general surgery, labor and delivery, pediatrics, family medicine, internal medicine, a Rural Health Clinic, radiology, laboratory, and physical therapy departments, among others. NIH has a state of the art, on-campus Imaging Center which offers and holds accreditations through the American College of Radiology for Magnetic Resonance Imaging, Mammography, Breast Magnetic Resonance Imaging, Ultrasound, Computed Tomography, and Nuclear Medicine. NIH is a contracted provider under Medicare, Medi-Cal and various commercial insurance programs, and also provides care to Charity Care patients in order to promote the public health and general welfare of the residents of northern Inyo County.

Past and Ongoing Organizational Accomplishments

Since establishment in 2015, the Newborn Evaluation Support & Teaching (NEST) Program has continued to provide evidence-based, best practices and education related to pregnancy preparation, labor, and breastfeeding support to local families. The NEST receives additional funding through grant awards from Inyo County First 5. During this time the NEST has continued and expanded its inpatient and outpatient services, including pre-admission visits, follow-up visits, Lactation Consults, as well as educational and support classes for the community. Additionally, the NEST continues to strive for the highest standards and has been recognized both internally and externally for its work in promoting and supporting breastfeeding and newborn care.

The California Breastfeeding Coalition awarded the NEST a Golden Nugget Award in 2015 for ‘Breaking Down the Barrier of Lactation Problems.’ As part of the award, the NEST was invited to host a table at the



California Breastfeeding Summit in 2015 to provide attendees with an overview of the NEST program and services.

In 2013, after receiving grant funding from First 5, the Perinatal Department began its journey to become a Baby Friendly accredited hospital. The Baby Friendly Hospital Initiative (BFHI) was started in 1991 by the World Health Organization (WHO) and UNICEF as a global initiative striving to protect, promote, and support breastfeeding. This credential is seen as the gold standard for maternity practices worldwide. In May of 2018, NIHD is excited to welcome the BFHI assessors on campus to audit our practices as well as our care providers, nurses, and patients, with the goal of obtaining BFHI designation.

Of the 50 counties in California, Inyo County was listed by the California WIC Association as having the 8th highest exclusive breastfeeding rate in 2015 with a rate of 86.7%. Because NIHD is the only hospital in Inyo County with the facilities to deliver babies, this ranking directly reflects the care and education we provide our Inyo County patients.

NEST's weekly Moms' Support Group facilitated by the NEST Lactation Consultant has been a resource for our postpartum patients not only for breastfeeding support but also as a source of consistent and reassuring support. The NEST works closely with the OB/GYN Clinic, Bishop Pediatric clinic, and Toiyabe Indian Health Clinic to ensure the Moms' Support Group is part of the plan of care for patients at risk or diagnosed with postpartum depression/anxiety. We have seen a surge in attendance this past year and have received positive feedback from our participants.

The NEST Childbirth classes, offered in both English and Spanish, have been well received and the pregnant mothers and their birth coaches report the comprehensive education prior to delivery greatly assists in preparation for childbirth and breastfeeding, as well as eases anxiety about the process. Additionally, the classes allow them to meet other families and expectant parents and form a cohort of support that carries through into the postpartum Moms' Support Group. The NEST collaborates with the childbirth educator at Toiyabe Women, Infants, and Children (WIC) to ensure a childbirth class is offered to the community on a monthly basis, thereby increasing community pregnancy preparation. The NIHD classes have been offered as both one-day as well as multi-week sessions, thereby providing scheduling options and serving the various needs of our patients.

The NEST follows up with all delivered patients about their experience and breastfeeding practices. When completing these follow-up phone calls, the NEST routinely receives positive feedback from our patients, including statements such as "I never could have breastfed without the NEST," and "I wouldn't be breastfeeding now (at 3 months) if I didn't have the Moms' Support Group in those early days when everything felt so overwhelming." Receiving this type of feedback reinforces the important role the NEST plays in our community.

Project Goals & Outcomes



The NEST and NIHD are looking forward to ways to expand and improve our services for our community, specifically by increasing our breastfeeding rates, expanding NEST staffing, and increasing awareness of and access to educational and support services.

In an effort to further increase our rate of exclusively breastmilk-fed newborns, the NEST is seeking to establish a pasteurized Donor Breastmilk Program for high risk infants who have a medical indication to be supplemented. Approximately 17% of newborns delivered at NIHD require supplementation due to medical need during the first few days of life. Our current practice with these infants involves utilizing the mother's own breastmilk, and if that is not adequate, providing formula until the medical indication has resolved or mother's milk production has increased and can replace formula supplementation. The importance of feeding newborns solely breastmilk is reflected in the scientific studies that point to the increased risk in disease, illness and allergies with the introduction of even a small amount of formula during the first few days of life. Additionally, when supplementing with formula, even if medically indicated, the mother is more likely to continue supplementing with formula after the medical indication has resolved, thereby decreasing the maternal and infant benefits of exclusively breastfeeding as well as increasing the risk of early weaning. By implementing the Donor Breastmilk Program at NIHD, we would be able to provide our newborns with optimal nutrition, thereby increasing their health not only while they are young and vulnerable but also throughout their lives. Based on 2017 data, the Donor Breastmilk Program would potentially bring our rate of exclusively breastfed infants from 82% to 98%. NIHD would become the only hospital in the Eastern Sierra providing this exceptional service, and would join a group of progressive healthcare institutions providing optimal care for high risk newborns through a Donor Breastmilk Program. Implementing donor breastmilk programs is endorsed by the American Academy of Pediatrics, The World Health Organization, The Center for Disease Control and Prevention, Academy of Breastfeeding Medicine, Academy of OBGYN, Academy of Family Physicians, amongst other reputable organizations.

The next objective will be to expand the delivery of NEST services. This will be accomplished by the addition of a NEST shift for RNs with lactation training on Saturday and Sunday. Currently the NEST is staffed Monday through Friday by the two dedicated NEST RNs and Perinatal RNs work in the NEST on the weekends. These defined hours and staff during the week have improved patient access to breastfeeding support. However, on the weekend, because the Perinatal RNs are also expected to manage labor and delivery patients on the Perinatal Unit, they often are required to balance the one-on-one nature of a NEST appointment while also caring for patients on the floor. The new four hour weekend NEST shift will enable the same depth and quality of NEST visits on weekends as are provided during the week.

The next goal focuses upon improving access to our services, specifically our Childbirth Classes and Mom's Support Group. To achieve this, the NEST will research marketing strategies to promote these opportunities for our pregnant and postpartum patients. We wish to have more participants in our Spanish Childbirth Classes specifically and plan to utilize our Perinatal RN who is a Certified Lactation Educator and leads the Spanish Childbirth classes in outreach to the Hispanic community. We have flyers for these services throughout NIHD's campus as well as at Toiyabe WIC, Downtown WIC and First 5. Marketing through the



Inyo Register as well the local radio station are additional strategies we have not recently employed. Currently the Mom's Support Group meets at NIHD's facility located at Birch St. While this location is suitable, the NEST will research options to improve the comfort of the facility for our postpartum moms. We currently obtain breastfeeding statistics after discharge from the hospital through patient phone calls. During this time, we also strive to obtain information regarding barriers to breastfeeding in addition to any barriers to attending the Childbirth classes and Mom's Support Group. However, due to the difficulty in reaching our patients as well as the potential issue of honest feedback, we have found the follow-up phone calls to not be successful. We look forward to the implementation of NIHD's new computer system to improve capture of this information by the Pediatricians during Well Baby exams. This information will be invaluable for quality improvement of the NEST program.

Project Evaluation & Indicators

The key objectives this project seeks to achieve will be measured through data collection from the following areas:

- Increased exclusive breastfeeding rate upon discharge through Donor Breastmilk Program
- Increased participation and access to Childbirth classes, specifically the Spanish Childbirth Class
- Increased access to community support for breastfeeding through improved marketing of Moms' Support Group
- Increased respondent rate for data collection
- Collection of breastfeeding barriers
- mPINC scores
- Designation and maintenance as Baby Friendly Hospital

NEST will continue to utilize the NEST Pillars of Excellence to assess breastfeeding rates upon discharge and formula supplementation by maternal request or medical indication. The implementation of the Donor Breastmilk Program will enable parents to ensure their infants receive only breastmilk even if it is medically indicated to supplement.

NEST initiated childbirth classes in March of 2017. Since inception, 16% of mothers delivering at NID have gone through these classes, with only one mother attending the Spanish-language Childbirth class. As we continue to systematically measure the rate of mothers and their birth coaches attending childbirth classes prior to delivery, we will look for improvement at each of the program evaluation points including improved marketing. The participation in childbirth classes will be tracked at the time the patient is admitted to the Perinatal Unit through the admission assessment.

NEST offers a weekly Moms' Support Group that originally was rarely utilized by postpartum women. Participation increased in the Fall of 2017 with attendance varying each week. The participation in the support group will be tracked and reviewed by NEST staff.



The respondent rate for answering phone call surveys from NEST staff amongst discharged patients are low. Thus NEST relies heavily on the Pediatricians' charting during the infants' follow-up Well Baby appointments in the clinic. This data, however, is limited and not ideal for identifying what barriers exist to breastfeeding or other pertinent data beyond the infant's feeding type. The NEST believes that by modifying its data collection techniques by moving to an anonymous, online survey will address the current barrier it is facing gathering data from delivering mothers. At each program evaluation point the number of survey respondents will be compared against the deliveries during that period.

Lastly, due to its participation in the mPINC survey and with the potential designation as a Baby Friendly Hospital, NIH will know that it has fulfilled the Surgeon General's Call to Action to Support Breastfeeding, succeeded in implementing the BFHI's 10 Steps Successful Breastfeeding, and is providing the gold standard in maternity care.

Scope of Work

Initiate 4 hour NEST shift on Saturday and Sunday	May 2018
Baby Friendly accreditation survey	May 2018
Select 1 employee to complete IBCLC training	July 2018
Select 2 employees to complete Lactation Educator training	July 2018
Childbirth classes to be held bi-monthly. Format will rotate between weekend one-day sessions and multi-week evening sessions	Ongoing through life of project
Weekly Moms' Support Group	Ongoing through life of project
Provide Halo sleep sacks and safe sleep education to all patients	Ongoing through life of project
Participation in World Breastfeeding Month (table at Breastfeeding Walk)	August 2018 and annually
Quarterly report of NEST data	Quarterly
Development of new data collection methods (will be captured in new Electronic Health Record)	September 2018
Develop outreach and marketing material for Moms' Support Group	November 2018
Develop outreach and marketing material for Childbirth classes	November 2018
Implement Donor Breastmilk Program (Staff education, patient education and program initiation)	January 2019
Review NEST Gift bag contents and update	February 2019
California Breastfeeding Coalition Conference attendance- 2	February 2019 and annually



attendees	
Research, develop and implement improved Safe Sleep educational program	April 2019
Select 1 employee to complete IBCLC training	July 2019
Select 2 employees to complete Lactation Educator training	July 2019
Anticipated BFHI Renewal	July 2019 and annually
Select 1 employee to complete Childbirth Educator Training	July 2019
Select 1 employee to complete IBCLC training	July 2020
Select 2 employees to complete Lactation Educator training	July 2020
Select 1 employee to complete Childbirth Educator Training	July 2020
International Lactation Consultant Association Conference- 1 attendee	July 2020



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Contract with Inyo County Superintendent of Schools for Stage I CalWORKs Child Care Services.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$150,000.00, for the period of July 1, 2018, through June 30, 2019, contingent upon the Board's adoption of FY 2018/2019, budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County of Inyo has successfully contracted with the Inyo County Superintendent of Schools (ICSOS) for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible.

The ICSOS is the only agency of this type that manages child care subsidies serving the area. HHS is respectfully recommending your Board approve this contract for FY 2018/2019, which will ensure continued subsidized child care services for our CalWORKs participants.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The Child Care Planning Council advises the Contractor and the County about current programs and needs.

FINANCING:

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

APPROVALS

COUNTY COUNSEL:

Ken Salher

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

Approved: yes Date: 6/1/18

AUDITOR/CONTROLLER:

[Signature]

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: yes Date: 6/4/2018

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Maughman

Date: 6/7/18

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One hundred fifty thousand (\$150,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Health and Human Services	Department
P.O. Drawer A	Street
Independence, CA 93526	City and State

Contractor:	
Inyo County Superintendent of Schools	Name
P.O. Drawer G	Street
Independence, CA 93526	City and State

25. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: 
Signature

Dated: _____

Lisa Fontana
Print or Type Name

Dated: 5.11.18

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 Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:
July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

The Inyo County Superintendent of Schools (ICSOS) shall provide the following childcare services for consideration set forth in Attachment B:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICSOS will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICSOS and the County will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.

ATTACHMENT B

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

TERM:

FROM: July 1, 2018 **TO:** June 30, 2018

SCHEDULE OF FEES:

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

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools

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

TERM:

FROM: July 1, 2018 **TO:** June 30, 2019

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 19

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUN 26 2018

SUBJECT: Resolution and Notice of Completion for the West Bishop Roadway Reconstruction Project.

DEPARTMENTAL RECOMMENDATIONS: Request Board approval of a Resolution accepting the work and authorizing the recording of a Notice of Completion for the West Bishop Roadway Reconstruction Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: Qualcon Contractors, Inc. of Minden, NV, recently completed work on the West Bishop Roadway Reconstruction Project. The Project involved pulverizing existing and installing new Hot Mix Asphalt on Sunset Drive, Leisure Circle, Summer Haze Circle, Autumn Leaves Circle, Sundown Circle, Snow Circle, Irene Street, Irene Way, Sierra Vista Way, and Glenbrook Way, installing shoulder backing, centerline striping, other pavement markings, replacing street signs, and installing handicap ramps.

Qualcon Contractors, Inc.'s bid for the project was \$2,197,425.00. On October 10, 2017, your Board approved Amendment No. 1 (attached) authorizing the final contract amount to be \$2,493,837.94. After adjustments were made for final quantities, the final invoice amount submitted was \$2,239,625.12.

On April 30, 2018, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The cost for the construction and construction engineering was paid through budget unit 034601 – State Funded Road, Object Code 5740.

APPROVALS

COUNTY COUNSEL:

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

Michael

Approved: yes Date 6/5/18

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes Date 6/11/2018

PERSONNEL DIRECTOR

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

Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 6/13/18

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUALCON CONTRACTORS, INC.
FOR THE PROVISION OF CONSTRUCTION SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Qualcon Contractors, Inc. of Minden, Nevada (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of construction services for the West Bishop Roadway Reconstruction Project dated September 6, 2016, on County of Inyo Standard Contract No. 156.

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

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

1. The Scope of Work shall include;
 - a. The removal and replacement of 3 drop inlets and 4 culverts on Pa-Me Lane
2. Paragraph 3 Subparagraph D is amended to read as follows:

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, including travel and per diem shall not exceed Two Million Four Hundred Ninety Three Thousand Eight Hundred Thirty Seven Dollars and Ninety Four Cents (\$2,493,837.94) (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, including travel or per diem, which is in excess of the contract limit.

The effective date of this amendment to the Agreement is 12-15-17.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUALCON CONTRACTORS, INC.
FOR THE PROVISION OF CONSTRUCTION SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, 2017.

COUNTY OF INYO

CONTRACTOR

By: _____

By: Peter D. H. H.

Dated: _____

Dated: 12-15-17

**APPROVED AS TO FORM AND
LEGALITY:**

[Signature]
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

[Signature]
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

RESOLUTION #2018 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
WEST BISHOP ROADWAY RECONSTRUCTION PROJECT”**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the West Bishop Roadway Reconstruction Project has been completed by Qualcon Contractors, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the West Bishop Roadway Reconstruction Project.

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

by _____
Kevin Carunchio, Clerk

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

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

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the West Bishop Roadway Reconstruction Project on the property hereinafter described was completed on _____ and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the West Bishop Roadway Reconstruction Project has been completed and is located on the following roadways on the west side of Bishop, CA 93514: Sunset Drive, Leisure Circle, Summer Haze Circle, Autumn Leaves Circle, Sundown Circle, Snow Circle, Irene Street, Irene Way, Sierra Vista Way, and Glenbrook Way.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located within the Inyo County Right of Way of the aforementioned roadways located in West Bishop, CA 93514.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the West Bishop Roadway Reconstruction Project, pursuant to contract with the County, is Qualcon Contractors, Inc.

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

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Clint G. Quilter



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUN 26 2018

SUBJECT: Approval of Plans and Specifications for the Bishop Senior Center Improvement Project.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

- 1) Approve the plans and specifications for the Bishop Senior Center Improvement Project (Project).
- 2) Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

As part of the 2017-2018 Approved Deferred Maintenance Budget, \$41,300 was budgeted to renovate the exterior of the Bishop Senior Center, located at 682 Spruce Street, Bishop, California. This project consists of the installation of Portland Cement Concrete (Stucco) over the existing T1-11 sheathing on the exterior of the building.


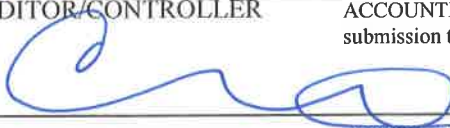
ALTERNATIVES:

The Board could choose not to approve the plans, specifications, and advertisement of the project.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications.
 County Counsel for review of the bid package, contracts and this agenda item.
 Auditor for the payment of all invoices.

FINANCING: The Project is part of the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structure, in the amount of \$41,300.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>6/6/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/13/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6/13/18
 (Not to be signed until all approvals are received)

BID PACKAGE AND SPECIAL PROVISIONS

FOR CONSTRUCTION OF



BISHOP SENIOR CENTER IMPROVEMENT PROJECT

BISHOP, CA

PROJECT NO. ZP 17-045

FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED OCT. 2015, AND
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED

June 2018

Prepared By: Inyo County Public Works

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

TABLE OF CONTENTS

NOTICE INVITING BIDS

BID PROPOSAL FORMS

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Government Code Section 12900: Certification Regarding Equal Employment Opportunity
Labor Code Section 3700 Contractor's Certification
Labor Code Section 1725.5: Contractor and Subcontractor Registration
Public Contract Code Section 7106 Non-Collusion Affidavit
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

CONTRACT AND BONDS

Contract
Faithful Performance Bond
Labor and Materials Bond

EXHIBIT A – SPECIAL PROVISIONS

**NOTICE
INVITING BIDS**

FOR

**BISHOP SENIOR CENTER IMPROVEMENT PROJECT
BISHOP, CA**

**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS**

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, County of Inyo Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. The Bid Packages are also available for inspection at the department offices during regular business hours. There will be a non-refundable charge of \$16.00 for hard copies of the specifications; checks are to be made out to "Inyo County Public Works Department." Bid packages are also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain bid packages over the internet must notify the county that they are plan holders. Bidders who do not notify the county that they are plan holders may not be aware of any addenda that are issued.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on July 18, 2018 (Bid Deadline)** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: The project consists of the furnishing and installation of Portland Cement Plaster (Stucco) onto the existing wood sheathing on the exterior of the Bishop Senior Center located at 682 Spruce Street, Bishop, CA 93514, which is currently in a state of decline. Work shall include all aspects necessary for successful installation of the stucco in accordance with the Standard Specifications and Special Provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Trevor Taylor of the Public Works Department at ttaylor@inyocounty.us. The Bishop Senior Center is available for inspection by request through the Public Works Department at (760) 878-0347. A mandatory pre-bid job walk is scheduled for July 10, 2018, at 10:00 a.m. at the Bishop Senior Center located at 682 Spruce Street Bishop, CA 93514.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class C20 Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation 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 on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works



Clint Quilter, Director

Dated June 2018

BID PROPOSAL FORMS

FOR

BISHOP SENIOR CENTER IMPROVEMENT PROJECT
BISHOP, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Labor Code Section 3700 Contractor's Labor Code Certification
Labor Code Section 1725.5 Contractor and Subcontractor Registration
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Public Works Department
168 N. Edwards
Independence, California 93526
(Herein called the "County" or "Owner")

FROM: _____

(Herein called "Bidder")

FOR: **BISHOP SENIOR CENTER IMPROVEMENT PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- 1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on July 18, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.
- 2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BID FORM
BISHOP SENIOR CENTER IMPROVEMENT PROJECT
PROJECT NO. ZP 17-045

ABBREVIATIONS:

LS = LUMP SUM
 SF = SQUARE FEET

LF = LINEAR FEET
 EA = EACH

CY = CUBIC YARD
 SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Furnish and Install Portland Cement Plaster (Stucco) in Accordance with Standard Specifications and Special Provisions	LS	1	\$	\$
TOTAL BID AMOUNT:					\$

TOTAL BID AMOUNT (IN NUMBERS) _____

TOTAL BID AMOUNT (IN WORDS) _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

The Notice Inviting Bids, this Bid Proposal Form and all attachments, including but not limited to the Special Provisions, and the Agreement for the BISHOP SENIOR CENTER IMPROVEMENT PROJECT, County Standard Contract, and any documents incorporated therein, as well as all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department dated October 2015, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of

Supervisors or its designee. All contract documents are incorporated herein by this reference and made a part hereof with like force and effect as if all documents were fully set forth herein.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. POINT OF SALE. Point of sale is the County of Inyo. **[Please do not modify to reflect point of sale as any other location other than the County of Inyo.]**

7. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

8. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

9. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____

(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint ventures, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

10. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

11. BID PROTEST. Dispute Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

12. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

13. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
BISHOP SENIOR CENTER IMPROVEMENT PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

(Name of Bidder)

as Principal, and _____

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **BISHOP SENIOR CENTER IMPROVEMENT PROJECT**, in compliance with the Contract therefore:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract there for in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond, except as provided by law.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.5)

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Sections 7285.0 et seq.**), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (**Government Code, Sections 11135-11139.7**).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**CONTRACTORS LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)**

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____, _____.
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

BISHOP SENIOR CENTER IMPROVEMENT PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

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

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be a least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such 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 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 unconstitutional or invalid.

SECTION 4. 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 the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

INSTRUCTIONS - Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If an SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms being participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered from the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

CONTRACT AND BOND FORMS

FOR

**BISHOP SENIOR CENTER IMPROVEMENT PROJECT
BISHOP, CA**

ENCLOSURES:

Contract

Attachment 1 - Faithful Performance Bond

Attachment 2 - Labor and Material Payment Bond

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "_____" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

9. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

12. 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.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of _____ dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated _____, 20____, entered into an Contract with the County for the Construction of the _____ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---000---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of _____

dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20____, entered into an Contract with the County for the construction of the _____ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or

labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

SPECIAL PROVISIONS

FOR

BISHOP SENIOR CENTER IMPROVEMENT PROJECT
Bishop, CA

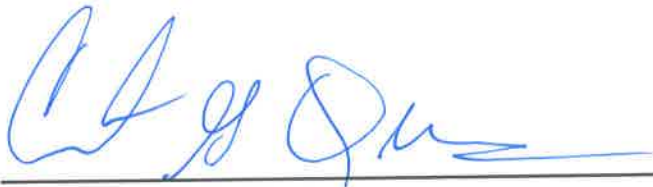
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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

BISHOP SENIOR CENTER IMPROVEMENT PROJECT Bishop, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.



Director of Public Works

6/13/19

Specifications Approval Date

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SPECIAL PROVISIONS
COUNTY BUILDINGS ROOFING PROJECT
TABLE OF CONTENTS

I. <u>INTRODUCTION / GENERAL</u>	1
II. <u>PROJECT DESCRIPTION</u>	1
III. <u>CONTRACT AWARD AND EXECUTION – SECTION 3</u>	1
<u>3-1.04 CONTRACT AWARD</u>	1
<u>3-1.05 CONTRACT BONDS</u>	2
<u>3-1.06 CONTRACT LICENSE</u>	2
<u>3-1.07 INSURANCE POLICIES</u>	2
<u>3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION</u>	3
<u>3-1.18 CONTRACT EXECUTION</u>	4
IV. <u>LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC - SECTION 7</u>	4
7-1.02K <u>WAGES</u>	4
7-1.05 <u>INDEMNIFICATION</u>	5
7-1.06 <u>INSURANCE</u>	2
7-1.06A <u>GENERAL</u>	5
7-1.06C <u>WORKERS COMPENSATION</u>	6
7-1.06D <u>LIABILITY INSURANCE</u>	6
7-1.06I <u>SELF-INSURANCE</u>	7
V. <u>PROSECUTION AND PROGRESS – SECTION 8</u>	8
8-1.05 <u>TIME</u>	8
8-1.10 <u>LIQUIDATED DAMAGES</u>	9
VI. <u>CLAIMS RESOLUTION</u>	9
VII. <u>PORTLAND CEMENT PLASTER (STUCCO) SPECIFICATIONS</u>	11

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I. INTRODUCTION / GENERAL:

The Bishop Senior Center Improvement Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists of the furnishing and installation of Portland Cement Plaster (Stucco) and all necessary accompaniments onto the existing outer surface of the Bishop Senior Center located at 682 Spruce Street in Bishop, CA 93514. This is described as Item 1 in the bid table.

Additional work will include surface preparation and clean up of the site.

A mandatory pre-bid job walk is scheduled for July 10, 2018, at 10:00 a.m. at the Bishop Senior Center located at 682 Spruce Street Bishop, CA 93514.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS:

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

7-1.06A GENERAL INSURANCE

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements

are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

7-1.06D LIABILITY 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately 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 any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or 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 the Entity.

7-1.06I SELF-INSURANCE

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability

- policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
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 an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

1. 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Thirty (30) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

VII. PORTLAND CEMENT PLASTER (STUCCO) SPECIFICATIONS

PART 1- GENERAL

1.01 SUMMARY

- A. Section Includes: Work includes all labor, materials, and equipment necessary to install all aspects of a Portland Cement plaster assembly.

1.02 REFERENCES

- A. ASTM C150 – Portland Cement
B. ASTM C847 – Standard Specification for Metal Lath
C. ASTM C1032 - Woven Wire Plaster Base
D. ASTM C933 - Welded Wire Lath

- E. ASTM C144/C897 – Aggregate for Job-Mixed Portland Cement-Based Plaster
- F. ASTM C926 – Application of Portland Cement-Based Plaster
- G. ASTM C1063 – Installation of Lathing and Furring for Portland Cement Based Plaster
- H. PCA (Portland Cement Association) – Plaster (Stucco) Manual
- I. ICC-ES Acceptance Criteria for Weather-resistive Barriers (AC308)
- J. SMA Details and Bulletins

1.03 ASSEMBLY DESCRIPTION

- A. General: Portland cement plaster is comprised of a water-resistive barrier, optional sheathing, lath, scratch, brown coats, and a finish coat. Minimum nominal ¾ inch cement thickness.
- B. Application Methods: The plaster may be applied by hand tools or machine pumps but must have sufficient force to adhere to the substrate.
- C. Framing shall have a deflection of L/360 or stiffer
- D. Fire Rated assemblies shall be per the test report or special instructions.

1.04 SUBMITTALS

- A. Product Data: All product data sheets, evaluation reports, details, and warranty information that pertain to the project in accordance with Section 01 30 00 Submittal Procedures.
- B. Samples: Submitted upon request.
 - 1. Samples of the finish coat shall be of an adequate size as required to represent each color and texture to be utilized on the project and produced using the same techniques and tools required to complete the project. No sample shall be less than 12” by 12”.
 - 2. Retain approved samples at the construction site throughout the application process.

1.05 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: All component materials shall be SMA approved and shall be distributed by authorized dealers.
 - 2. Plastering Contractor:
 - a. Shall specialize in lath and plaster contracting, document experience of at least 5 years, and follow SMA published recommendations or provide certificates to demonstrate stucco knowledge.
 - b. Provide proof of current contractor’s license and bond where required.
- B. On-Site Mock-Ups: Produced upon request.

- B. On-Site Mock-Ups: Produced upon request.
1. Mock-up shall represent construction using the same quality/techniques to be utilized on the project.
 2. Retain approved mock-up at job site throughout the application process.
 3. Where acceptable to the Owner, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 4. Contractor shall acknowledge the SMA technical Bulletins and agree to follow same

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver all materials to the construction site in their original, unopened packaging with labels intact.
- B. Inspection: Inspect the materials upon delivery to assure that specified products have been received. Report defects or discrepancies to the responsible party according to the construction documents; do not use reported material for application.
- C. Storage: Store all products per manufacturer's recommendations. Generally, store materials in a cool, dry location; away from direct contact with the ground and/or concrete; out of direct sunlight; and protect from weather and other damage.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements: Follow product manufacturer's recommendations for environmental conditions and surface preparation.
- B. Temperatures: Before, during and following the application of the portland cement plaster, the ambient and surface temperatures must remain above 40 degrees F (4 C) for a minimum period of 24 hours. Protect stucco from uneven and excessive evaporation, especially during hot, dry and/or windy weather. Protect the portland cement plaster from freezing for a period of not less than 24-hours after set has occurred.
- C. Substrates: Prior to installation, inspect the wall for surface contamination or other defects that may adversely affect the performance of the materials, and shall be free of residual moisture. Do not apply the portland cement plaster to substrates whose temperature are less than 40 degrees F (4 C) or contain frost or ice.
- D. All wood based products covered shall be dry and have a moisture content below 19%. DO NOT COVER WET FRAMING.
- E. Inclement Weather: Protect applied material from deleterious effects until cured or dry.
- F. Existing Conditions:
Contractor shall walk the project prior to starting work and notify the owner's representative of any deficiencies that will negatively impact the plaster assembly. Do NOT proceed until remedied.
- G. Contractor shall advise Owner of any horizontal surfaces with inadequate slope.

1.08 SEQUENCING AND SCHEDULING

- A. Plastering contractor shall request and attend a pre-installation meeting with Inyo County Building and Maintenance Department Owner prior to the framing being completed. Plastering contractor shall advise Owner of control/expansion joint layout concerns. There shall be no cost to the owner for moving one-piece control joints prior and up to this meeting date, additional lineal footage of control joints from plans shall warrant a change order.
- B. Staffing: Provide sufficient manpower and proper supervision to ensure continuous operation, free of cold joints, scaffolding lines, curing, variations in texture, etc.

1.09 WARRANTY

- A. Warranty: Submit documentation on all products. At completion of work, contractor shall provide written warranty documentation for the assembly and products used.
- B. Warranty Length: Shall start at the time of completion.

1.10 MAINTENANCE

- A. The following materials shall be presented to the owner following the application of the work:
 - a. One container of finish for each color and texture utilized on the project.
 - b. Supply a maintenance program for Owners O&M manual as required.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. SMA Manufacturers: Must be from the current list on SMA website under appropriate category.

2.02 SCRATCH AND BROWN COAT (BASECOAT)

- A. Cement: Plastic cement complying with ASTM C1328.
- B. Sand:
 - 1. Field mixes shall comply with ASTM C-926 and must have sand that is clean and free from deleterious amounts of loam, clay, silt, soluble salts and organic matter. Sampling and testing shall comply with ASTM C144 or C897.
 - 2. An “engineered performance mix” by an SMA manufacturer is acceptable with appropriate approvals (ICC ES, IAPMO or Interek report) .
- C. Water: Clean and potable without foreign matter.

2.03 WATER-RESISTIVE BARRIER

- A. Over Wood-based Sheathing:
Double layer of equivalent material recognized in a current evaluation report as complying with the ICC-ES Acceptance Criteria for Water-resistive Barriers (AC38).

2.04 LATH

- A. Lath shall conform to the following options depending on suitability with substrate conditions:
1. Woven-Wire Lath: Nominal No. 17 gauge (0.058 inch), 1.5-inch opening, galvanized steel complying with ASTM C1032.
 2. Welded Wire: Nominal No. 16 gauge (0.065 inch), 2-inch-by-2-inch opening, or No. 17 gauge 1 ½ by 1 ½ inch opening, galvanized steel complying with ASTM C933.
 3. Expanded Lath: Nominal 2.5 lb/yd² weight, galvanized steel complying with ASTM C847.
 4. Rib Lath: Nominal 3.4 lb/yd² weight, galvanized steel complying with ASTM C847. (For open soffit use only.)

2.05 ACCESSORIES

- A. The following accessories may be used in conjunction with the stucco system. Justification for use must be submitted pre-bid and approved. Submit written justification to ttaylor@inyocounty.us for approval.
1. Sealants: Acrylic latex complying with ASTM C834 OR Polyurethane, polyurethane modified, polysulfide, or silyl-terminated polyether elastomeric sealant complying with ASTM C920 or 100% silicone.
 2. Zinc and Zinc-Coated (Galvanized) Accessories: The following accessories shall be fabricated from zinc-coated (galvanized) steel.
 - a. Corner Aid: Minimum 26-gauge thick; expanded flanges shaped to permit complete embedding in plaster; minimum 2 in. wide; Square-edge style; use unless otherwise indicated.
 - b. Strip Mesh: Metal Lath, 3.4 lb/yd² expanded metal; 6 in. wide x 18 in. long.
 - c. Vent Screed: Minimum 26-gauge thick; thickness governed by plaster thickness; minimum 4-inch (102 mm) width, double “V” profile, with perforated expanse between “V’s” of longest possible lengths.
 - d. Casing Bead: Minimum 26-gauge thick; thickness governed by plaster thickness; maximum possible lengths; expanded metal flanges, with square edges.
 - e. Drip Screed: Minimum 26-gauge thick, depth governed by plaster thickness, minimum 3-1/2 in. high flange, maximum possible lengths.
 3. Control and Expansion Joints: Depth to conform to plaster thickness; use maximum practical lengths.
 - a. Control Joints: One-piece-type, folded pair of unperforated screeds in double V configuration; removable protective tape on plaster face of control joint.

- b. Expansion Joints: [Two-piece-type formed to produce a slip-joint.] [Pair of casing beads with sealant between.]
- B. Fasteners: Nails, staples, or screws used to rigidly secure lath and associated accessories shall be corrosion-resistant and meet the minimum requirements of ASTM C1063.

2.06 FINISHES

- A. Acrylic-based finish manufactured by an SMA member
- B. Color and Texture: Color and finish texture to be determined by Inyo County in coordination with the winning bidder.

2.07 MIXES

- A. Portland Cement Plaster Basecoats:
 - 1. Prescriptive Method: Ratios and Mix Design shall be per ASTM C926. Contractor shall select one of the following mixes (sand is per combined volume of cements):
 - a. Portland Cement 1 part
Masonry Cement 1 part
Sand 3 ½ to 4 ½ parts per Cement
Fibers Maximum 3 oz per batch
 - b. Portland Cement 1 part
Lime (type S) ¼ to ½ part
Sand 3 to 4 parts per cement & Lime
Fibers Maximum 3 oz per batch
 - c. Plastic Cement 1 part
Sand 3 ½ to 4 ½ parts per cement
Fibers Maximum 3 oz per bag plastic cement
 - 2. Engineered Method: Pre-mix blends or silos per SMA manufacturer.
- B. Finish Coats: Mixing and tinting instructions are contained in the appropriate product data sheets by the SMA Manufacturer.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Prior to the application of the portland cement plaster basecoat the plastering contractor shall ensure that:
 - 1. Surface and site conditions are ready to receive work.

2. Notify owner of any defects that may impact the finished assembly. Proceed as directed.
- B. Substrates:
1. Acceptable substrates must be sound, secure and suitable for lath and plaster.
- C. Flashings:
1. All flashing around windows, at deck attachments, utility penetrations, roof lines, etc. and all kick-out flashing must be properly installed prior to application of portland cement plaster. Notify owner if flashings are missing, proceed as directed.
- D. Unsatisfactory conditions or concerns shall be reported to the owner. Do not proceed until directed in writing.

3.02 PREPARATION

- A. Substrate/Framing: inspect all work prior to starting lath and plastering. Notify owner of any issues impacting performance, proceed as directed.
- B. Trim/Appurtenances: Inyo County Building Department shall be responsible for removing all trim, rain gutters, and other appurtenances that need to be removed prior to beginning stucco installation
- C. Surrounding Areas: Protect surfaces near the work of this section from damage, disfiguration, and overspray. Mask off all dissimilar materials.

3.03 INSTALLATION, GENERAL

- A. General Installation: Refer to ASTM C926, ASTM C1063, and/or the appropriate manufacturer's product data sheet for additional installation requirements and recommendations of the SMA.

3.04 INSTALLING WEATHER PROTECTION

- A. Water-Resistive Barrier: Apply water-resistive barrier complying with Section 1404.2 of the IBC or Section R703.2 of the IRC. Start at base of wall and overlap flashing flanges and in a "shingle-fashion" by a minimum of two (2) inches horizontal and six (6) inches vertical. Integrate with flashings to insure incidental moisture drains down and weeps out. Reverse laps shall not be allowed.
- B. Flashing: Inyo County Building & Maintenance Department will be responsible for the re-installation of any trim, gutters, or appurtenances that were removed by the County of Inyo.

3.05 INSTALLING LATH/TRIMS

- A. General: Installed per ASTM C1063. Trims shall be full length and installed plumb/level to within 1/8 inch in eight (8) feet.
- B. Weep screed shall be installed at the base of all framed walls.

- C. Trims shall be attached per the trim manufacturer's instructions; however do not exceed 24 inches on center spacing.
- D. Apply lath per manufacturer's recommendations. Laps shall occur at horizontal and vertical joints. Attach lath six (6) to seven (7) inches on center along framing supports (studs). Fastener shall penetrate wood by a minimum $\frac{3}{4}$ inch; penetration of wood based sheathing shall count as 50% of dimensional lumber. Metal framing by a minimum of three (3) full threads and engage the lath.
- E. Lath shall lap the flange of accessories by more than 50%.
- F. Control Joints: Single-piece control joint may be installed over continuous lath if approved by Owner. If lath is discontinuous, framing shall support lath terminations.
- G. Expansion Joints: Install as deemed necessary by lead contractor. Two piece joints (expansion) must have lath terminate each side.
- H. Contractor shall honor control or expansion joints in substrates.
- I. Do not mix lath products on same wall.
- J. Avoid excessive laps with expanded metal lath
- K. Do not use rib lath on walls
- L. Use wire nose corner for cement finish, PVC nose for acrylic finish
- M. Lath shall cover more than 75% of solid flanges.

3.06 INSTALLING PORTLAND CEMENT PLASTER

- A. Per ASTM C926, apply portland cement plaster by hand-troweling or machine-spraying to a nominal thickness of 3/8-inch (9.5mm) for scratch coat. Then apply a second coat to a nominal thickness of 3/8-inch (9.5 mm) brown coat. Total basecoat shall be a nominal $\frac{3}{4}$ inch thickness.
- B. Scratch coat shall substantially cover the lath and be applied with sufficient pressure to encase the lath in cement. Slickers to apply cement plaster are prohibited. Score in a horizontal pattern.
- C. Allow to cure 48 hours, or until sufficiently rigid to accept a brown coat.
- D. Apply brown coat to fill and complete basecoat. Nominal $\frac{3}{4}$ inch thickness. Rod to a flat plane. Do not apply to frozen or soft scratch coat.
- E. Moist Curing: Provide sufficient moisture by fog or moist curing to permit proper hydration of the cementitious materials. The length of time and most effective procedure for curing will depend on climatic and job conditions. Refer to SMA curing guidelines.

3.07 INSTALLING FINISH COAT

- A. General: Mix and apply per manufacturer's product data sheet.
- B. Do not apply to soft, contaminated or frozen basecoat.
- C. Avoid applying to excessively hot walls.
- D. Verification: Verify the desired color, material and texture to match the approved sample and/or mock-up prior to installation.
- E. Avoid scaffold lines and cold joints
- F. Finish coat shall be free of eye catching imperfections.

3.08 CLEANING/PATCHING/TOLERANCE

- A. Cleaning: Remove any and all materials used, overspray from adjacent surfaces, and all protective masking.
- B. Patch and repair as needed, including but not limited to fog coating, imperfections and blisters.
- C. Cracks shall be repaired per the most current SMA Crack Policy (Technical Bulletin 4)
- D. The basecoat of plaster shall be in tolerance:
 - 1. Residential: Not to exceed ¼ inch in eight (8) feet
 - 2. Commercial: Not to exceed ¼ inch in ten (10) feet
- E. Eye catching variations in color or texture pattern will not be accepted.

3.09 PROTECTION

Protection: Protect applied material from inclement weather until dry and prevent it from freezing for a minimum of 24-hours after set and/or until dry. Refer to manufacturer's product data sheet for additional requirements.

PART 4 – COMPENSATION

4.01 PAYMENT

The contract lump sum price paid for Bishop Senior Center Improvement Project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the specifications and special provisions, and as directed by the Engineer, including the removal and disposal of any resulting material.

4.02 ADJUSTMENT OF LUMP SUM

When the Bishop Senior Center Improvement Project is paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

END OF SECTION



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Approval of Amendment One with RO Anderson (ROA) for the Recycled Water for Conservation and Community Projects Feasibility Study (RWRCP)

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment One between the County of Inyo and ROA for the RWRCP, extending the end term of the contract from June 30, 2018 to December 31, 2018, and authorize the Chairperson to sign, contingent on the appropriate signatures being obtained.

SUMMARY DISCUSSION:

On July 28, 2015, your Board approved submitting a Proposition 84 grant application to the State of California Department of Water Resources (DWR), through the Integrated Regional Water Management Program (IRWMP), Round Three Implementation Funding. The County's proposed, Recycled Water for Restoration and Community Projects in Big Pine, was recommended by DWR for funding on October 29, 2015. On February 7, 2017, your Board entered into an agreement with Desert Mountain Resource Conservation & Development Council (DMRC&D) to serve as fiscal agent for the IRWMP and as Grantee for DWR. On July 11, 2017, your Board approved a \$267,000 contract with ROA to conduct the RWRCP. The ROA contract term you approved was from July 1, 2017 to June 30, 2018. Amendment One revises the ROA contract to extend the term until December 31, 2018.

ROA completed the Feasibility Study and produced a Feasibility Report (Reclaimed Water of Restoration and Community Projects in Big Pine, CA. December, 2017). The Report recommends using treated water from the Big Pine Community Services District (BPCSD) to supply LADWP with water to the Big Pine 160 acres revegetation project (BP 160) located 0.4 miles south of the BPCSD facility. The BP 160, (1991 EIR Impact 10-19) has been implemented, but is not meeting goals. LADWP indicated in their 2016 Owens Valley Report that, "LADWP is in the process of developing a drip irrigation system for this site, however, a water source must be determined for this site. Potential water sources are currently being evaluated for this site."

Despite the LADWP need to develop a water supply for BP 160, and an agency-wide commitment to using recycled water, they refused to participate in project selection, project review, or consultations concerning a potential water swap. LADWP Northern Division leadership took the position that the Feasibility Study must be completed before considering any proposal. The Feasibility Report was presented to LADWP and the public at the January 23, 2018 Technical Group Meeting. The proposal was represented as a mutually beneficial project for the County and LADWP, in which the community of Big Pine will receive fresh water that is needed for community improvements, and LADWP will be provided recycled water to complete a mitigation project. All engineering, CEQA, and permitting, is paid for under the grant. The project can be shovel-ready by the summer of 2019.


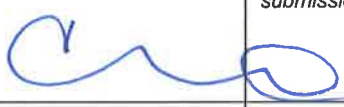
The County requested that LADWP present its comments on the Feasibility Study to the County no later than March 16, 2018, so that the RWRCP schedule could be adhered to. On April 11, 2018 the County received a letter from LADWP responding to the Feasibility Report with a number of objections to the recycled water project. The County asked the consultant to review LADWP's comments. The consultant found many flaws in LADWP's characterization of the project, and presented these in a draft memo to the County on April 24, 2018. The County presented RO Anderson's response to LADWP on May 10, 2018. The County seeks to work with LADWP to resolve their concerns. Project CEQA and engineering will proceed.

ALTERNATIVES: Not approve the amendment, in which case work would cease on June 30, 2018. If the work is not completed, the County risks violating their grant agreement with the funder.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funding is provided for through an agreement between LADWP and Inyo County. Funds have been received and budgeted in the 2017-2018 Water Department budget 024102 Professional Services 5265.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>6/1/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/14/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 6/18/18

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
R. O. ANDERSON ENGINEERING INC., of MINDEN, NV
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated JULY 11, 2017, on County of Inyo Standard
Contract No. 156, for the term from JULY 1, 2017 to JUNE 30, 2018.

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

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

County and Contractor hereby amend such Agreement as follows:

- a) Section 2 (Term) is amended to read: "The term of this Agreement shall be from July 1, 2017 to December 31, 2018 unless
sooner terminated as provided below." All other references in the Agreement to the term are also amended to reflect the new
term end date of December 31, 2018.

The effective date of this Amendment to the Agreement is June 26, 2018.

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

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

ROBERT O. ANDERSON, PRES.

Type or Print

Dated: 5.31.18

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Approval of amendment one with Environmental Science Associates (ESA) for the Owens River Water Trail (ORWT) CEQA study

DEPARTMENTAL RECOMMENDATION: Request Board approve Amendment One between the County of Inyo and Environmental Science Associates (ESA) for CEQA study of the ORWT by a) extending the term of the contract from November 1, 2018 to August 1, 2019 b) removing "see attached" from Attachment B (remove Table 3-1 and Cost Proposal: ESA Non-Labor Expenses Summary) and c) remove reference to Attachment B from Attachment C - Schedule of Travel and Per Diem Payment. (amended Attachment B & C attached).


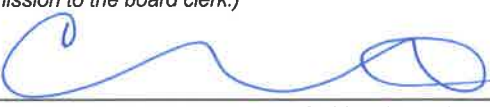
SUMMARY DISCUSSION: Your Board approved a contract with ESA on September 19, 2017. LADWP's delay in funding the ORWT CEQA delayed the start of the CEQA study and as a consequence the project schedule has slipped. Amedment One revises the contract to extend the term.

Amendment One also simplifies the schedule of fees. The contract budget was taken directly from ESA's proposal. The level of detail in their proposal was helpful in evaluating ESA's bid in the competitive selection process, but accounting at the level of detail in the contract budget has proven to be cumbersome for ESA auditing staff, and County auditing staff. Amendment One allows a schedule of fees on a not to exceed basis while maintaining the existing scope of work and limiting expenses to County approved rates.

ALTERNATIVES: Not approve the amendment. Staff does not recommend this; extreme detailed cost proposal of the current attachment B is cumbersome and would likely lead to additional contract adjustments in future.

OTHER AGENCY INVOLVEMENT: Auditor

FINANCING: Funding was provided for through an agreement between LADWP and Inyo County. Funds have been received and budgeted in the 2017-2018 Water Department budget 024102 Professional Services 5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/24/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/31/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____  _____ Date: 6-13-18
(The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ENVIRONMENTAL SCIENCE ASSOCIATES (ESA), of LOS ANGELES, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated SEPTEMBER 19, 2017, on County of Inyo Standard Contract No. 156, for the term from SEPTEMBER 19, 2017 to NOVEMBER 1, 2018.

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

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

County and Contractor hereby amend such Agreement as follows:

- a) Section 2 (Term) is amended to read: "The term of this Agreement shall be from September 19, 2017, to August 1, 2019 unless sooner terminated as provided below." All other references in the Agreement to the term are also amended to reflect the new term end date of August 1, 2019.
- b) Attachment B is amended in its entirety to read as set forth in the new Attachment B attached hereto.
- c) Attachment C is amended in its entirety to read as set forth in the new Attachment C attached hereto.

The effective date of this Amendment to the Agreement is June 12, 2018.

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

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Bobbette Biddulph, Senior Vice President

Type or Print

Dated: 5/21/2018

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
FOR THE PROVISION OF CONSULTING SERVICES
TERM:**

FROM: 9/19/17 **TO:** 8/1/19

SCHEDULE OF FEES:

Charges for all work and services described in Attachment A which are performed by Consultant at County's request shall be based on Consultant's then-current Schedule of Fees, an example of which is attached hereto; provided, however, that any travel and per diem expenses shall be charged in accordance with Attachment C. Notwithstanding the foregoing, Consultant's total charges for all work and services described in Attachment A which are performed by Consultant at County's request, including travel and per diem expenses, shall not exceed \$546,902.



Environmental Science Associates & Subsidiaries 2017 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	250	265	285
Director	200	215	230
Managing Associate	165	180	195
Senior Associate	140	150	160
Associate	100	120	130
Project Technicians	80	95	115

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.05
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.05

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 1%

C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofischer	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250



Item	Rate/Day	Rate/Week	Rate/Month
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. ^b GIS computer time will be charged at \$15.00 per hour.			

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.05.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 23

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

FROM: Water Department

FOR THE BOARD MEETING OF: JUNE 26, 2018

SUBJECT: Approval of Contract between the County of Inyo and Lower Owens River Project (LORP) MOU Consultants

DEPARTMENTAL RECOMMENDATION: Request your Board approve the Consultants contracts between the County of Inyo and LORP MOU Consultants, Mark Hill and Bill Platts (Formally, Ecosystem Sciences), serving as individual independent contractors, for the provision of Biological Resources Consulting Services in the amount of \$31,480 for Mark Hill and \$30,220 for Bill Platts (dba Platts Consulting) for a total amount not to exceed \$61,700 for the period of July 1, 2018 to June 30, 2019; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: Your Board approved the FY 2018-2019 LORP Work Plan and Budget on June 12, 2018. The budget included \$61,700 for MOU consultant services. The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP).

The costs of consultants, if any (including Ecosystems Science), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting, is a post-implementation cost that is shared by Inyo County and LADWP (Post Implementation Agreement Section II.D.4).

The FY 2018-2019 LORP Work

Plan identifies tasks to be carried out by MOU consultants. These include:

- River and Wetland Site Visits
- Annual Report Evaluation and Adaptive Management Recommendations
- Meetings
- Associated Expenses

ALTERNATIVES: The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative would delay the consultants' work and interfere with meeting specified reporting schedules.

OTHER AGENCY INVOLVEMENT: LADWP

FINANCING:

Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

As of April 2017, the balance of the Post Implementation Credit held by LADWP was \$1,246,474.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the



Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

As of April 30, 2018, the balance of the LORP Trust held by the County was \$2,486,211.

On June 1, 2010, LADWP and the County entered into a LORP Post-Implementation Funding Agreement delineating the joint funding mechanisms that would be used to fund and implement the LORP. The LORP Post-Implementation Agreement, Section N provides that:

Only after the credit has been fully expended will the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account ... however, before the credit has been fully expended, the County may reimburse itself from the trust account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.

These contracts have been budgeted in the 2018-2019 Water Department budget 024102), Professional Services (5265) and will be funded from the LORP Trust Account (504103).

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>5/31/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/14/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6/18/18
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

2017-18 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANTS

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultants will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will save costs by sharing some expenses¹. This will allow the Consultants to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2017-18 annual report and making adaptive management recommendations.

Labor:

	HOURS	RATE	COST
Principal (Hill)	20	\$125	\$2,500
Principal (Platts)	20	\$125	\$2,500
Subtotal			\$5,000

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)	0.5	\$840	\$420
Lodging	2	\$155	\$310
Per Diem	2	\$95	\$190
Expenses Subtotal			\$920

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultants. The MOU Consultants will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultants will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

Labor:

	HOURS	RATE	COST
Principal (Hill)	185	\$125	\$23,125
Principal (Platts)	185	\$125	\$23,125
Subtotal			\$46,250

TASK 3. MEETINGS

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultants to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

Labor:

	HOURS	RATE	COST
Principal (Hill)	30	\$125	\$3,750
Principal (Platts)	30	\$125	\$3,750
Subtotal			\$7,500

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)	1	\$840	\$840
Lodging	4	\$155	\$620
Per Diem	6	\$95	\$570
Expenses Subtotal			\$2,030

TOTAL BUDGET \$61,700

**AGREEMENT BETWEEN COUNTY OF INYO
AND MARK HILL LLC
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Biological Resources Consulting Services of Mark Hill LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Thirty one thousand four hundred eighty and 00/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to 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, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, 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, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE.

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

9. STATUS OF CONSULTANT.

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such

confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:
Inyo County Water Department
Box 337
Independence, CA 93526

Name P.O.
Street
City and State

Consultant:
Mark Hill LLC
922 E. Curling Dr.
Boise, Idaho 93702

Name
Street
City and State

24. ENTIRE AGREEMENT.

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

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AND AGREEMENT BETWEEN COUNTY OF INYO
MARK HILL LLC
FOR THE PROVISION OF CONSULTING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Mark Hill

Signature
Mark Hill
Print or Type Name

Dated: 5/18/18

APPROVED AS TO FORM AND LEGALITY:

Deborah
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg/Contracts/MiscAgreements/Consulting Svs.Water

MOU Consultant Mark Hill Scope of Work 2018-19 Budget for LORP MAMP Tasks

2018-19 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in late October in conjunction with range review. This will save costs by sharing some expenses². This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2018-19 annual report and making adaptive management recommendations.

Labor:

Mark Hill
Subtotal

HOURS	RATE	COST
20	\$125	\$2,500
		\$2,500

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)

Lodging
Per Diem

Expenses Subtotal

0.5	\$840	\$420
1 days	\$155	\$155
1 days	\$95	\$95
		\$670

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

Labor:

Mark Hill
Subtotal

HOURS	RATE	COST
185	\$125	\$23,125
		\$23,125

TASK 3. MEETINGS

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

² 10 hours travel time and one 10-hour field day, plus 1-night lodging and 1 per diem each

Lower Owens River Project Work Plan, FY 2018-2019

Labor:

Mark Hill

Subtotal

HOURS	RATE	COST
30	\$125	\$3,750
		\$3,750

Expenses:

Travel (Mileage 1500/trip @ \$0.56/mi)

Lodging

Per Diem

Expenses Subtotal

1	\$840	\$840
2	\$155	\$310
3	\$95	\$285
		\$1,435

TOTAL BUDGET MARK HILL \$31,480

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
PLATTS CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Thirty thousand two hundred twenty and 00/100-----Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to 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, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE.

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

9. STATUS OF CONSULTANT.

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

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

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

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confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

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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.

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

23. NOTICE.

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

County of Inyo:

Inyo County Water Department
Box 337
Independence, CA 93526

Name P.O.
Street
City and State

Consultant:

Platts Consulting
3920 W. Hillcrest Dr.
Boise, Idaho 83705

Name
Street
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.

///

////

AND AGREEMENT BETWEEN COUNTY OF INYO
PLATTS CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: William S. Platts
Signature
William S. Platts
Print or Type Name

Dated: 5-20-18

APPROVED AS TO FORM AND LEGALITY:

Nevalher
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker
County Risk Manager

dg/Contracts/MiscAgreements/Consulting Svs.Water

ATTACHMENT A

AND AGREEMENT BETWEEN COUNTY OF INYO
PLATTS CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES

TERM:

FROM: JULY 1, 2018 **TO:** JUNE 30, 2019

SCOPE OF WORK:

See Attachment A -1

ATTACHMENT B

AND AGREEMENT BETWEEN COUNTY OF INYO
PLATTS CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES

TERM:

FROM: JULY 1, 2018 TO: JUNE 30, 2019

SCHEDULE OF FEES:

County shall pay to Contract for the work and services described in Attachment A-1 which are performed by Consultant at County's request in an amount not to exceed \$ 30,220.

Hourly rate is \$125.00

MOU Consultant Bill Platts Scope of Work 2018-19 Budget for LORP MAMP Tasks

2018-19 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT

TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in late October in conjunction with range review. This will save costs by sharing some expenses¹. This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2018-19 annual report and making adaptive management recommendations.

Labor:

Bill Platts
Subtotal

HOURS	RATE	COST
20	\$125	\$2,500
		\$2,500

Expenses:

Lodging
Per Diem
Expenses Subtotal

1 days	\$155	\$155
1 days	\$95	\$95
		\$250

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

Labor:

Bill Platts
Subtotal

HOURS	RATE	COST
185	\$125	\$23,125
		\$23,125

TASK 3. MEETINGS

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

Labor:

¹ 10 hours travel time and one 10-hour field day, plus 1-night lodging and 1 per diem each

Lower Owens River Project Work Plan, FY 2018-2019

Bill Platts
Subtotal

HOURS	RATE	COST
30	\$125	\$3,750
		\$3,750

Expenses:

Lodging
Per Diem

Expenses Subtotal

2	\$155	\$310
3	\$95	\$285
		\$595

TOTAL BUDGET \$30,220



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Board of Supervisors – Chairperson Totheroh

By: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Discussion and possible approval of changes to 2018 Board committee assignments

DEPARTMENTAL RECOMMENDATION: Request Board discuss and possibly approve changes to the 2018 Board of Supervisors committee assignments to alleviate scheduling conflicts.

SUMMARY DISCUSSION: Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or order of the Inyo County Board of Supervisors. On January 2, 2018, Chairperson Totheroh presented this year's committee assignments and they were approved unanimously.

In subsequent months, the Chairperson has heard concerns about scheduling conflicts and received requests for possible changes to assignments. In light of these developments, the Chairperson asked the Supervisors to discuss, as a Board, possible solutions at their June 19 meeting. The Board considered options at that time, ultimately deciding to postpone action until the next meeting when Board members could return with potential additional suggestions for changes to the committee assignments that might result from further individual consideration and/or review.

ALTERNATIVES: Your Board could choose to not approve any proposed changes but this is not recommended as there is an expressed need to address scheduling conflicts.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with this item.

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

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

A handwritten signature in cursive script, appearing to read "David J. Tatt".

06-21-18

Date: _____

2018 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY

Agricultural Resources Advisory Board (1 Board Member, plus alt.)	Rick Pucci, alt. Jeff Griffiths
Aviation Advisory Committee Northern (2 Board Members)	Rick Pucci and Dan Totheroh
Aviation Advisory Committee Southern (2 Board Members)	Matt Kingsley and Mark Tillemans
Behavioral Health Advisory Board (1 Board Member)**	Dan Totheroh (alt. Rick Pucci**)
BLM Resource Steering Committee (1 Board Member)	Matt Kingsley
California State Association of Counties (CSAC) (1 plus alternate)	Jeff Griffiths, alt. Rick Pucci
Central Valley Water Authority (B.O. 9-09)	Dan Totheroh
Child Care Planning Council* (1 Board Member)	Jeff Griffiths
Child Support Services Regional Oversight Committee (1 Board Member plus CAO)	Jeff Griffiths
Children and Families Commission – First 5 (1 plus alternate) <i>(Alt. added by Board Order 12-19-17)</i>	Jeff Griffiths, alt. Rick Pucci
Children's Services Council (1 Board Member)	Jeff Griffiths
City of Bishop Liaison Committee (2 Board Members plus CAO)	Rick Pucci and Jeff Griffiths
County Service Area No. 2 Advisory Board (1 Board Member)	Dan Totheroh
Eastern Sierra Area Agency on Aging Advisory Council (1 Member)**	Dan Totheroh (alt. Rick Pucci**)
Eastern Sierra Council of Governments (ESCOG)/ Eastern Sierra Transit Authority (ESTA) (2 Board Members – cannot also sit on Local Transportation Commission)	Matt Kingsley and Jeff Griffiths
Eastern Sierra Interagency Visitors Center (1 plus alternate) <i>(Alt. added by Board Order 2-21-17)</i>	Matt Kingsley, alt. Dan Totheroh
Emergency Medical Care Committee (1 Board Member)	Matt Kingsley
Foster Care Commission (1 Board Member)	Jeff Griffiths
Financial Advisory Committee (2 Board Members)	Rick Pucci and Jeff Griffiths
Great Basin Unified Air Pollution Control District * (2, plus alt.)	Matt Kingsley and Dan Totheroh, alt. Jeff Griffiths
Indian Gaming Local Community Benefit Committee (2 Members)	Rick Pucci and Jeff Griffiths
Indian Wells Valley Groundwater Authority Board (1 plus alt., who is always Water Director)	Matt Kingsley
Integrated Solid Waste Management Task Force (1 Board Member)	Dan Totheroh
Integrated Solid Waste Management Hearing Panel (1 Board Member)	Dan Totheroh
InterAgency Committee on Owens Valley Land & Wildlife (1 Board Member)	Rick Pucci
Inyo-Mono Advocates for Community Action (1 Board Member)	Jeff Griffiths
Inyo Fish & Wildlife Commission (1 Board Member)	Rick Pucci
Juvenile Justice Coordinating Committee (2000) (1 Board Member)	Jeff Griffiths
Law Library Board of Trustees (1 Board Member)	Rick Pucci
Local Agency Formation Commission * (2 Board Members, plus alt.)	Rick Pucci and Jeff Griffiths, alt. Dan Totheroh
Local Transportation Commission (2 Board Members, plus alt. – cannot also sit on ESTA Board)	Rick Pucci and Dan Totheroh, alt. Mark Tillemans
National Association of Counties (NACo) (1 Member, plus alternate)	Rick Pucci, alt. Jeff Griffiths
Quadstate Local Governments Authority (1 Member)	Matt Kingsley
Random Access Network Board (R.A.N.) (1 Member)	Rick Pucci
Rural Counties Representatives of California (RCRC) (1 delegate and 1 alt., who will also serve as delegate and alt. for RCRC Environmental Services JPA and Golden State Financial Authority)	Matt Kingsley, alt. Rick Pucci
Standing Committee (2 Board Members)	Matt Kingsley and Rick Pucci
Yucca Mountain Program Representatives (2 Board Members)	Matt Kingsley and Dan Totheroh
Community Focused Court Planning Team (1 Board Member)	Dan Totheroh
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy (Appt. alternates every 2 yrs. within 3-county Subregion – Inyo County next up 2019)	Jeff Griffiths
Internal Operations Committee (2 Board Members)	Rick Pucci and Dan Totheroh
Western Counties Alliance Board of Directors (1 Board Member)	Matt Kingsley
Owens Valley Groundwater Authority (1 Member, plus alternate)	Dan Totheroh, alt. Jeff Griffiths

*denotes committee assignment requiring filing of Form 806

** alternates on hold pending research affirming alternates permitted under statutes, regulations, bylaws, legislation governing respective board or commission



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 26

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

FROM: Board of Supervisors – Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Letter of support for Assembly Bill 924 (Bonta)

DEPARTMENTAL RECOMMENDATION: Request Board approve a letter of support for Assembly Bill 924: the Cannabis Regulatory Enforcement Act for Tribal Entities (CREATE) Act, and authorize the Chairperson to sign.

SUMMARY DISCUSSION: Current State law limits State-licensed cannabis businesses to conducting business only with other State-licensed commercial cannabis operations. The legislation establishing current regulations did not include any provisions to address how Indian Tribes – sovereign governments – would interact in the California marketplace where only State-issued licenses are recognized. As it stands, Tribal cannabis operators may only sell cannabis to (or purchase cannabis from) California-regulated cannabis businesses if they obtain a State license, which requires a broad waiver of Tribal sovereign immunity. At the same time, under current law, the State and local governments have limited ability to regulate cannabis activities undertaken by Indian tribes on Tribal land – as long as those activities stay on Tribal land.

Working with the California Native American Cannabis Association, Assemblymember Rob Bonta (D-Oakland) introduced Assembly Bill 924: the Cannabis Regulatory Enforcement Act for Tribal Entities (CREATE) Act in 2017 to establish an alternative framework that would allow Tribes to access the California marketplace – selling to and purchasing cannabis from State-licensed businesses – through an agreement with the Governor that also requires Tribes to meet or exceed the same standards and regulations applied to State licenses. The bill also requires Tribes to establish their own cannabis licensing and regulatory scheme applicable on Tribal land.

However, as originally proposed, AB 924 included no local government involvement in the agreement process, which prompted groups like the Rural County Representatives of California to take positions opposing the bill. RCRC and the California Native American Cannabis Association have since arrived at a compromise that provides a mandatory role and mitigations for local governments affected by Tribal cannabis activities.

Specifically:

- The compromise would establish a local Memorandum of Understanding requirement similar to the current tribal gaming compacts, and would also establish a notice process ensuring additional local government input at critical junctures.
- Tribes would be required to notify the local government upon commencing agreement negotiations with the Governor, and would be required to provide additional detailed notification 45 days prior to commencing commercial cannabis activities.
- Four months after commencing cannabis activities, the Tribe would be required to open negotiations with the local government over an MOU to mitigate any impacts of the cannabis activities, reimburse the local government for any resulting costs, and address public safety and other issues arising from these activities.
- If no agreement is reached in 90 days, the Tribe and local government would go to binding "baseball-style" arbitration, under which each party would submit a final offer and the arbitrator would select the most reasonable one of the two, which would then become the operating MOU between the Tribe and the local government.

In light of the compromise, RCRC no longer opposes AB 924. The Inyo County Board of Supervisors is asked to support the amended version of AB 924, amended in the Senate on June 18, 2018, as it strikes a fair balance in maintaining Tribal sovereignty while recognizing the critical role local governments play in regulating commercial cannabis activity and affording them the ability to safeguard against potential impacts from such activity on lands adjacent to their jurisdiction.

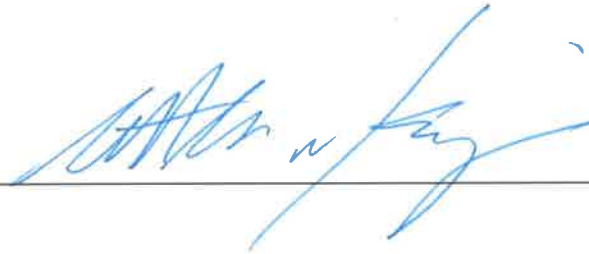
ALTERNATIVES: Your Board could choose to take a different position on AB 924, or none at all.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with having this discussion or sending this letter.

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

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



Date: 06-21-18



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

email: dellis@inyocounty.us



June 26, 2018

The Honorable Rob Bonta
Member, California State Assembly
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0018

Dear Assembly Member Bonta,

The Inyo County Board of Supervisors would like to take this opportunity to express Inyo County's support for your Assembly Bill 924, the Cannabis Regulatory Enforcement Act for Tribal Entities (CREATE) Act. We wish to note our appreciation for amendments that are being incorporated into the bill which provide for a mandatory process for Indian Tribes and local governments to reach an agreement to address a number of local issues.

Inyo County believes the recently-amended AB 924 strikes a balance between the rights of Indian Tribes to retain their civil-regulatory authority on tribal lands, the State's responsibility for ensuring the safety and prosperity of all California citizens, and local governments' ability to protect against impacts of commercial cannabis activities in their jurisdictions. This bill also serves to further the purposes and intent of Proposition 64 and the Medicinal and Adult-Use Cannabis Regulation and Safety Act through more inclusive access to California's legal cannabis marketplace.

As noted by the California Native American Cannabis Association (CNACA), Tribes have the right to participate in legal commerce in California and provide for the economic development of their communities, without compromising their status as sovereign nations with the responsibility of tribal government oversight of all activity occurring on tribal lands. By the same token, local governments need to have the ability to safeguard against or require mitigation for impacts to their jurisdictions from any commercial cannabis activity occurring on adjacent lands, including Tribal lands. Inyo County is heartened by and supportive of negotiated agreements that provide a process for reaching a memorandum of understanding to address mitigations for local governments affected by tribal cannabis activities.

We applaud the efforts of CNACA and supportive state legislators to grant the Governor the authority to negotiate tribal/state agreements which will ensure consistency, accountability, and dedication to protecting consumers and tribal communities in this emerging legal market. We urge swift passage of AB 924 and negotiated agreements recognizing Tribal rights, State responsibilities and local interests while helping to ensure the safety and economic well-being of all California citizens.

Sincerely,

Chairperson Dan Totheroh,
Inyo County Board of Supervisors

cc: Governor Edmund G. Brown Jr.
California Native American Cannabis Association
Paul A. Smith, Rural County Representatives of California

Date Published: 06/19/2018 04:00 AM

BILL START

AMENDED IN SENATE JUNE 18, 2018

AMENDED IN SENATE JUNE 27, 2017

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

ASSEMBLY BILL

No. 924

Introduced by Assembly Member Bonta

February 16, 2017

An act to add Chapter 23 (commencing with Section 26240) to Division 10 of the Business and Professions Code, relating to cannabis.

LEGISLATIVE COUNSEL'S DIGEST

AB 924, as amended, Bonta. Indian tribes: commercial cannabis activity.

~~The Medical Cannabis Regulation and Safety Act (MCRSA), enacted by the Legislature, provides for the state licensure and regulation of commercial medical cannabis activities by specified state agencies. The Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), an initiative statute enacted by the approval of Proposition 64 at the November 8, 2016, statewide general election, provides for state licensure and regulation of commercial adult use cannabis activity by specified state agencies. AUMA~~

Existing law, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which includes the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), enacted by the voters at the November 8, 2016, statewide general election, provides for the licensure and regulation of commercial cannabis activity. MAUCRSA specifies the requirements to obtain a license to engage in commercial cannabis activity. AUMA authorizes the Legislature to amend its provisions by a bill passed with a $\frac{2}{3}$ vote of each house of the Legislature, if the amendment furthers its purposes and intent. AUMA also authorizes the Legislature to amend other provisions by a bill passed by a majority vote if the bill implements specified substantive provisions and the amendments are consistent with and further the purposes and intent of the act.

Under the existing federal doctrine of tribal immunity and the federal Indian Commerce Clause, the state, with certain exceptions, is precluded from asserting regulatory authority over the activities of federally recognized Indian tribes conducted on their own lands. Under federal law, absent express federal law to the contrary, the state may assert the same regulatory authority over Indians conducting activities beyond their own lands that the state asserts over all citizens of the state.

This bill would amend AUMA by authorizing the Governor to enter into an agreement with a federally recognized Indian tribe authorizing commercial cannabis activity ~~that requires and requiring~~ the tribe to establish a *tribal* cannabis regulatory commission *or agency, as defined*, that would exercise exclusive regulatory authority over all commercial cannabis activity, by both Indians and non-Indians, in Indian country and that requires the commission to adopt standards that meet or exceed the standards adopted under the state's regulatory framework governing commercial cannabis activity. The bill would also require the agreement to contain provisions exempting a tribe from state cultivation or sales taxes related to commercial cannabis activity if the tribe imposes an equivalent tax and exclusively uses that tax revenue to fund essential government services, as defined, provided by a tribe, and exempting a tribe from any sales or cannabis tax imposed by a local ~~government jurisdiction~~ whose geographical boundaries contain the Indian country. The bill would require the agreement to contain provisions requiring a tribe, when engaging in sales of cannabis outside Indian country, to sell only to an entity operating with a state license.

DIGEST KEY

Vote: 2/3 Appropriation: NO Fiscal Committee: YES Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares all of the following:

(a) In November 1996, voters approved Proposition 215, which decriminalized the use of medicinal cannabis in California. Since the proposition was passed, most, if not all, of the regulation has been performed by local governments.

(b) In 2015, California enacted three bills (Assembly Bill 243 (Wood, Chapter 688 of the Statutes of 2015); Assembly Bill 266 (Bonta, Chapter 689 of the Statutes of 2015); and Senate Bill 643 (McGuire, Chapter 719 of the Statutes of 2015)) that collectively established a comprehensive state regulatory framework for the licensing and enforcement of cultivation, manufacturing, retail sale, transportation, storage, delivery, and testing of medicinal cannabis in California. This regulatory scheme is known as the Medical Cannabis Regulation and Safety Act (MCRSA).

(c) In November 2016, voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA). Under Proposition 64, adults 21 years of age or older may legally grow, possess, and use cannabis for nonmedicinal purposes, with certain restrictions. In addition, beginning on January 1, 2018, AUMA makes it legal under state law to sell and distribute cannabis through a regulated business.

(d) In 2017, California enacted Senate Bill 94 and Assembly Bill 133 (Chapters 27 and 253 of the Statutes of 2017), which enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) to consolidate the license and regulation of commercial medicinal and adult-use cannabis activities under a single regulatory framework.

~~(d)~~

~~(e) Although California has chosen to legalize the cultivation, distribution, and use of cannabis, it remains an illegal Schedule I controlled substance under federal law. The intent of Proposition 64 and ~~MCRSA~~ MAUCRSA was to ensure a comprehensive regulatory system that takes production and sales of cannabis away from an illegal market and curtails the illegal diversion of cannabis from California into other states or countries. The state has legalized cannabis through ~~MCRSA~~ MAUCRSA and AUMA.~~

~~(e)~~

~~(f) The state has criminal jurisdiction over Indian land located within the state pursuant to federal law commonly known as Public Law 280 (PL-280).~~

~~(f) The United States Department of Justice, in a document known as the Cole Memorandum, has set forth a policy lowering the priority of cannabis enforcement under certain circumstances.~~

~~(g) The United States Department of Justice, in a document known as the Wilkinson Memorandum, has extended the terms of the Cole Memorandum to apply to Indian tribes.~~

~~(h) Indian tribes have civil jurisdiction over their tribal land within the state and have the inherent right to engage in commercial cannabis activity on tribal land pursuant to federal court interpretation of PL-280.~~

~~(i) MCRSA and AUMA did not consider how Indian tribes would interact with the regulated California marketplace where state licensed businesses are limited to conducting business only with other state licensed businesses.~~

~~(g) Indian tribes have inherent authority to engage in commercial activity on tribal land and exclusive civil regulatory jurisdiction over those activities. Public Law 280 neither divested nor diminished tribes' exclusive jurisdiction over activities on tribal lands. *Bryan v. Itasca County*, (1976) 426 U.S. 373; *California v. Cabazon Band of Mission Indians*, (1987) 480 U.S. 202; *Native Village of Venetie I.R.A Council et. al. v. State of Alaska*, 944 F.2d 548 (9th Cir. 1991).~~

~~(h) MAUCRSA and Proposition 64 did not include provisions to address how Indian tribes would interact with the regulated California marketplace where state-licensed businesses are limited to conducting business only with other state-licensed businesses.~~

~~(j)~~

~~(i) California has an interest in ensuring the health and safety of the California consumers of cannabis products that were cultivated or manufactured on tribal land.~~

(k)

(j) California has an interest in promoting economic development and self-sufficiency by Indian tribes.

(k) Indian tribes have a vested interest in ensuring the protection of the public health, welfare, and safety in connection with commercial cannabis activity that occurs within a tribe's jurisdiction, including, but not limited to, protecting minors, preserving environmental resources, and preventing the illegal diversion of cannabis or cannabis products outside of the regulated market.

(l) California is committed to interacting with Indian tribes on a mutually respectful government-to-government basis to enhance public health and safety, ensure a lawful and well-regulated cannabis market, encourage economic development in Indian country, and provide fiscal benefits to both California tribes and the state.

(m) Local governments serve a critical role in California's program for the regulation of commercial cannabis activities, and should be afforded the ability to provide input concerning potential impacts from commercial cannabis activity occurring on lands adjacent to their jurisdiction.

(n) The purpose and intent of this measure is to establish a framework for affording full faith and credit between the State of California and federally recognized Indian tribes as an affirmation of tribal sovereignty, including, but not limited to, recognition of tribal laws, ordinances, resolutions, legislative acts, and regulations governing commercial cannabis activity in Indian country, and authorizing commercial cannabis activity between tribally licensed entities and state-licensed entities in a manner that protects public health and safety and the environment.

(o) The provisions of this bill authorizing the Governor to enter into government-to-government agreements with Indian tribes concerning the control, regulation, and taxation of commercial cannabis activity in Indian country further the purposes and intent of Proposition 64.

SEC. 2. Chapter 23 (commencing with Section 26240) is added to Division 10 of the Business and Professions Code, to read:
23. Agreements with Tribal Governments

1. Definitions

26240.

(a) "Agreement" means an Indian tribal cannabis agreement authorized under this chapter and entered into between the State of California and an Indian tribe.

(b) "Cannabis regulatory commission" means a commission created by an Indian tribe to enforce the agreement and regulate commercial cannabis activity on tribal land.

(c) "Essential governmental services" means services provided by an Indian tribe that has entered into an agreement, including, but not limited to, health care, early childhood development programs, job placement, mental health treatment, substance use disorder treatment, education, elder care, social services, administration, public facilities, fire, police, courts, sewer, water, environmental and land use, park and wildlife restoration, transportation, utility services, and community and economic development.

(d) "Indian country" shall have the meaning given in Section 1151 of Title 18 of the United States Code.

(e) "Tribe" means an Indian tribe, band, nation, or community wholly or partially located within the geographical boundaries of the State of California that the United States Secretary of the Interior acknowledges to exist as an Indian tribe pursuant to the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. Sec. 479a).

2. Agreements

26241.

(a) The Governor may enter into an agreement with a tribe authorizing commercial cannabis activity between an entity in Indian country and an entity operating with a state license pursuant to this division. The Governor may delegate authority to negotiate this agreement to the Chief of the Bureau of Medical Cannabis Regulation.

(b) An agreement is deemed approved when executed by the Governor or his or her designee and does not require approval by the Legislature.

26242.

An agreement described in subdivision (a) of Section 26241 shall contain all of the following conditions:

(a) A tribe authorizing commercial cannabis activity in Indian country shall establish a cannabis regulatory commission that is responsible for regulatory enforcement within the tribe's jurisdiction.

(b) To the extent consistent with federal law, the cannabis regulatory commission shall exercise exclusive regulatory authority over all commercial cannabis activity, by both Indians and non-Indians, in Indian country.

(c) The regulations adopted by the cannabis regulatory commission shall meet or exceed the standards adopted under the state regulatory scheme governing commercial cannabis activity, including all rights and responsibilities under the scheme that are assigned to state or local agencies. A tribe may issue tribal licenses for cultivation, manufacturing, distribution, testing, or retail in Indian country. A tribe may authorize multiple tribal licenses per premise and multiple premises per location. Premises are not required to be separate and distinct.

~~(d) A tribe is not subject to state cultivation or sales taxes related to commercial cannabis activity if the tribe imposes an equivalent tax on Indians and non-Indians engaging in commercial cannabis activity in Indian country and the tax revenue is used exclusively to fund essential governmental services.~~

~~(e) Commercial cannabis activity in Indian country is not subject to any sales or cannabis tax imposed by a local government whose geographical boundaries contain the Indian country. A tribe is encouraged to enter into a good faith agreement with the local government in order to mitigate impacts from increased utilization of public safety services.~~

~~(f) A tribe conducting commercial cannabis activity in Indian country, when engaging in sales outside Indian country, shall sell cannabis only to an entity operating with a state license.~~

~~(g) A tribe shall maintain exclusive authority over its land use and water resources.~~

SEC. 2.

Chapter 23 (commencing with Section 26240) is added to Division 10 of the Business and Professions Code, to read:

CHAPTER 23. Agreements with Tribal Governments

Article 1. General Provisions

26240.

This chapter shall be known, and may be cited, as the Cannabis Regulatory Enforcement Act for Tribal Entities or the "CREATE Act."

26241.

As used in this chapter, the following definitions apply:

(a) "Agreement" means an Indian tribal cannabis agreement authorized under this chapter and entered into between the state and an Indian tribe.

(b) "Essential governmental services" means services provided by an Indian tribe that has entered into an agreement, including, but not limited to, health care, early childhood development programs, job placement, mental health treatment, substance use disorder treatment, education, elder care, social services, administration, public facilities, fire, police, courts, sewer, water, environmental and land use, park and wildlife restoration, transportation, utility services, community and economic development, and general welfare consistent with the tribe's applicable law.

(c) "Indian country" shall have the same meaning as in Section 1151 of Title 18 of the United States Code.

(d) "State" means the State of California, including its departments, agencies, bureaus, officials, employees, and agents, but does not include a local jurisdiction or the departments, agencies, bureaus, governing bodies, officials, employees, or agents of a local jurisdiction.

(e) "State license" means a commercial cannabis license issued by a licensing authority pursuant to this division.

(f) "Tribe" means an Indian tribe, band, nation, or community wholly or partially located within the geographical boundaries of the state that the United States Secretary of the Interior acknowledges to exist as an Indian tribe pursuant to the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. Sec. 479a et seq.).

(g) "Tribal cannabis regulatory commission or agency" means an entity required pursuant to Section 26245 and created under a tribe's established governmental process for the purpose of controlling and regulating commercial cannabis activity in Indian country within the tribe's jurisdiction.

(h) "Tribal cannabis regulatory program" means a program established by an Indian tribe to control and regulate commercial cannabis activity on land within Indian country.

(i) "Tribal-issued identification card" means an identification card issued by a tribe to an enrolled member of the tribe that includes, at a minimum, the name of the individual and a picture of the individual.

(j) "Tribal license" means a commercial cannabis license issued under a tribal cannabis regulatory program.

Article 2. Agreements with Tribal Governments

26242.

(a) The Governor may enter into an agreement with a tribe to do all of the following:

(1) Recognize the state's exclusive authority to regulate commercial cannabis and industrial hemp activity occurring within the state's jurisdiction, including through the state cannabis regulatory program, and local jurisdictions' authority to regulate commercial cannabis and industrial hemp activity within their jurisdictions, including under locally enacted commercial cannabis regulatory programs.

(2) Recognize and affirm the tribe's exclusive authority to regulate commercial cannabis and industrial hemp activities in Indian country within the tribe's jurisdiction.

(3) Authorize commercial cannabis activity between entities located and licensed in Indian country and state licensees.

(4) Authorize commercial industrial hemp activity between the tribe and the state, in accordance with the provisions of this chapter.

(b) The Governor may delegate authority to negotiate this agreement to the Chief of the Bureau of Cannabis Control, or his or her designee, for all matters related to commercial cannabis activity. The Governor may delegate authority to negotiate the provisions of the agreement regarding industrial hemp, if any, to the state's Secretary of Food and Agriculture, or his or her designee.

(c) An agreement is deemed approved when executed by the Governor, or his or her designee, and does not require approval by the Legislature.

(d) Notwithstanding any other law, a tribal licensee may engage in commercial cannabis activity with a state licensee and a state licensee may engage in commercial cannabis activity with a tribal licensee, subject to the requirements and limitations set forth in this chapter.

(e) This chapter does not require a tribe to enter into an agreement before the tribe conducts commercial cannabis or industrial hemp activities in Indian country within its jurisdiction. However, a person or entity shall not conduct commercial cannabis or industrial hemp activity between Indian country and the state unless the tribe has entered into an agreement under this chapter and implemented requirements for tribal licensees. A state licensee shall not engage in commercial cannabis activity in Indian country except with a tribal licensee.

(f) Notwithstanding any other law, the execution of, and compliance with the terms of, an agreement does not constitute a project for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

26243.

(a) An agreement shall include, but not be limited to, the provisions and subject matter specified in this article.

(b) The provisions of this chapter only apply to agreements entered into between a tribe and the state under this chapter.

26244.

(a) A tribe entering into an agreement shall establish a cannabis regulatory program to control and regulate commercial cannabis activity in Indian country within the tribe's jurisdiction in accordance with this chapter.

(b) A tribal licensee that engages in commercial cannabis activity within the state shall do so in accordance with the requirements of this division, including, but not limited to, conducting commercial cannabis activity solely through state licensees.

26245.

(a) A tribe entering into an agreement shall establish a tribal cannabis regulatory commission or agency pursuant to the tribe's established governmental process.

(b) The tribal cannabis regulatory commission or agency shall, among other things, administer the tribe's cannabis regulatory program, including issuance and renewal of tribal licenses for commercial cannabis activity in Indian country within the tribe's jurisdiction and disciplinary actions against tribal licensees.

(c) The tribe shall require that protection of public health and welfare be the highest priority for the tribal cannabis regulatory commission or agency in exercising licensing, regulatory, and disciplinary functions under the tribe's cannabis regulatory program, and that whenever the protection of public health and welfare is inconsistent with other interests sought to be promoted, the protection of public health and welfare shall be paramount.

(d) The tribal cannabis regulatory commission or agency shall exercise exclusive regulatory authority over all commercial cannabis activity, by both Indians and non-Indians, in Indian country within the tribe's jurisdiction, except in circumstances mutually agreed to by the tribe and the state.

(e) The tribe shall establish through its own governmental process a code of conduct applicable to persons responsible for implementing and enforcing the tribe's cannabis regulatory program, including persons serving on the tribal cannabis regulatory commission or agency. Among other things, the code of conduct shall prohibit persons whose responsibilities include

implementation or enforcement of the tribe's cannabis regulatory program from obtaining a tribal license or acquiring an ownership stake in a tribal licensee, except where that person possesses an ownership interest in a commercial cannabis business solely by virtue of the person's status as a member of the tribe.

26246.

(a) A tribe entering into an agreement shall establish license types for commercial cannabis activity in Indian country within the tribe's jurisdiction that are the same as, or equivalent to, the license types for commercial cannabis activity under this division at the time the agreement becomes effective.

(b) All commercial cannabis activity in Indian country within the tribe's jurisdiction shall be conducted between tribal licensees. A state licensee may apply for, and be issued, a tribal license as provided for in the agreement.

(c) A testing laboratory licensed pursuant to this chapter shall not be licensed in any other commercial cannabis activity in Indian country within the tribe's jurisdiction. A person holding a tribal testing laboratory license shall not employ an individual who is also employed by any other licensee that is not a testing laboratory.

(d) Except as provided in subdivision (c), an applicant may apply for, and be issued, more than one tribal license.

(e) An applicant or a licensee shall apply for, and, if approved, obtain, a separate tribal license for each location where it engages in commercial cannabis activity in Indian country within the tribe's jurisdiction.

(f) A tribal licensee shall not sell alcoholic beverages or tobacco products on or at a premises licensed under the tribe's cannabis regulatory program.

(g) A tribal licensee shall not be located within 600 feet of a school providing instruction in kindergarten and grades 1 to 12, inclusive, a day care center, or a youth center that is in existence at the time the tribal license is issued, including a school, day care center, or youth center located on adjacent land outside Indian country within the tribe's jurisdiction.

(h) A tribe with jurisdiction over an area of less than 40 acres may specify a different radius than provided in subdivision (g) for schools, day care centers, or youth centers located solely in Indian country within the tribe's jurisdiction.

(i) The tribe shall establish a fee schedule for the application and renewal of tribal licenses under its own governmental processes.

(j) The tribe's requirements for the process by which a person or entity may apply for, and be issued, a tribal license shall be the same as, or equivalent to, the requirements imposed on applicants under this division, including all of the following:

(1) Each owner of the applicant electronically shall submit to the California Department of Justice fingerprint images and related information to the same extent and in the same manner as required of a state license applicant pursuant to this division.

(2) The applicant shall provide evidence of the legal right to occupy and use the proposed location where commercial cannabis activities will occur.

(3) The applicant shall provide evidence that the proposed location is in compliance with subdivisions (g) and (h) of this section.

(4) An applicant with 20 or more employees shall provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement.

(5) The applicant shall pay all applicable fees for licensure by the tribe.

(6) The applicant shall provide a detailed description of the operating procedures for cultivation, extraction and infusion methods, the transportation process, inventory procedures, quality control procedures, and security protocols, as required by the tribe.

(7) (A) The applicant shall provide a complete, detailed diagram of the proposed premises where the license privileges will be exercised.

(B) A tribal licensee shall not change or alter the premises, the usage of the premises, or the mode or character of the business operations conducted from the premises, from the plan contained in the diagram on file with the application, unless and until written approval by the tribe's cannabis regulatory commission or agency is obtained.

(8) The applicant shall provide a complete list of every person with a financial interest in the entity applying for the license. "Person with a financial interest" does not include persons whose only interest in a license is an interest in a diversified mutual fund, blind trust, or similar instrument.

(k) The tribal cannabis regulatory commission or agency shall deny an application if either the applicant or the premises for which a tribal license is applied, do not qualify for licensure under the tribe's cannabis regulatory program.

(l) The tribal cannabis regulatory commission or agency shall utilize standards that meet or exceed the requirements set forth in paragraphs (4) and (5) of subdivision (b) of Section 26057, as of the effective date of the agreement, in evaluating whether to approve or deny an application by a person with a prior criminal offense.

(m) (1) A tribe may license wholly owned entities of the tribal government using procedures that differ from those set forth in subdivision (j), except that wholly owned entities of the tribal government shall still comply with the labor peace requirement in paragraph (4) of subdivision (j), and the wholly owned entity applying for a tribal license shall designate at least one person as an official representative for purposes of submitting fingerprints to the California Department of Justice, as required under paragraph (1) of subdivision (j).

(2) For purposes of this subdivision, "official representative" means a person who is the chief executive officer of the wholly owned entity, a member of the board of directors or other governing body of the wholly owned entity, or an individual who will be participating in the direction, control, or management of the wholly owned entity.

(n) Upon receipt of an application for a tribal license, a tribal cannabis regulatory commission or agency shall provide notice of the application to each local jurisdiction located adjacent to the tribe's jurisdiction, including, but not limited to, the name of the applicant, the type of license applied for, and the proposed location where the applicant intends to conduct commercial cannabis activity. The tribal cannabis regulatory commission or agency shall consider objections and comments, if any, received from a local jurisdiction in determining whether to approve or deny an application for a tribal license and, at the request of a local jurisdiction, shall meet with representatives of the local jurisdiction to discuss the application.

26247.

(a) The tribal cannabis regulatory commission or agency shall investigate and take disciplinary action against a tribal licensee for noncompliance with the requirements of the tribe's cannabis regulatory program.

(b) The tribe and state shall mutually agree to provide information to the other, upon request, concerning all licenses applied for, issued, or renewed under their respective cannabis regulatory programs, including information concerning disciplinary actions against licensees under those programs.

26248.

(a) A tribe entering into an agreement shall authorize the tribal cannabis regulatory agency or commission to take disciplinary action against a tribal licensee, including for any of the following:

(1) Failure to comply with the requirements of the tribe's cannabis regulatory program.

(2) Knowing violations of the applicable requirements for environmental protection, water use, or energy use.

(3) Knowing violations of applicable laws conferring worker protections or legal rights on the employees of a tribal licensee.

(4) The intentional and knowing sale of cannabis or cannabis products to a person, other than a qualified patient, under 21 years of age.

(5) The intentional and knowing sale of medicinal cannabis or medicinal cannabis products to a person who is not a qualified patient or a primary caregiver.

(6) The intentional and knowing sale, transfer, or transportation of commercial cannabis or cannabis products to a person or entity other than a tribal licensee or a state licensee.

(7) The intentional and knowing sale, transfer, or distribution of cannabis or cannabis products that have not been certified as meeting the required laboratory testing standards.

(8) Engaging in commercial cannabis activity within the state's jurisdiction without a state license, or engaging in commercial cannabis activity within a local jurisdiction without a license, permit, or other authorization required by the local jurisdiction.

(9) Failure to maintain safe conditions for inspection by the tribal cannabis regulatory commission or agency.

(10) Failure to dispose of cannabis waste in a manner designated by the tribal cannabis regulatory commission or agency.

(11) Failure to pay applicable taxes.

(b) A tribe entering into an agreement shall authorize the tribal cannabis regulatory commission or agency to suspend, revoke, place on probation with terms and conditions, or otherwise discipline tribal licensees, including through issuance of a fine, under procedures established by the tribe.

26249.

A tribe entering into an agreement shall, at a minimum, implement the following for tribal cultivation licensees:

(a) Size restrictions on tribal cultivation licenses that meet or exceed the size restrictions that apply to the same or equivalent type of state cultivation license.

(b) Standards for environmental protection, water use, and energy use for tribal cultivation licensees, and share those standards with the state.

(c) Requirements for pesticide use by tribal cultivation licensees that meet or exceed the requirements applicable to state licensees.

(d) Requirements for weighing and measuring devices used by a tribal licensee that meet or exceed the requirements applicable to a state licensee.

(e) Appellation of origin and organics programs using standards that meet or exceed the standards applicable to appellation of origin and organics programs established pursuant to Sections 26062, 26062.5, and 26063.

(f) Security requirements, including, but not limited to, video monitoring, fencing, lighting, and controlled access, that meet or exceed the requirements applicable to state licensees.

26250.

(a) A tribe entering into an agreement shall agree to record commercial cannabis transactions and activities in the track and trace system established pursuant to Chapter 6.5 (commencing with Section 26067) to the same extent and in the same manner as required of state licensees.

(b) A tribe entering into an agreement shall agree to implement a program for the identification of permitted cannabis plants at tribally licensed cultivation sites during the cultivation period that is the same as, or equivalent to, the program used to identify permitted cannabis plants at state-licensed cultivation sites.

26251.

(a) A tribe entering into an agreement shall agree to all of the following:

(1) Transportation of cannabis and cannabis products in Indian country within a tribe's jurisdiction shall only be permitted by a tribal distribution licensee.

(2) Delivery of cannabis or cannabis products in Indian country within the tribe's jurisdiction shall be prohibited, except by a tribal licensee authorized to make deliveries.

(b) A tribe entering into an agreement shall impose requirements on tribal licensees authorized to distribute or deliver cannabis or cannabis products that meet or exceed the requirements applicable to state licensees, including all of the following:

(1) Minimum standards governing the types of vehicles in which cannabis and cannabis products may be distributed or delivered.

(2) Minimum qualifications for persons eligible to operate distribution and delivery vehicles, including that a driver of a delivery vehicle be directly employed by a tribal licensee authorized to transport cannabis or cannabis products.

(3) That a shipping manifest be completed and maintained for all transportation and delivery activities.

26252.

A tribe entering into an agreement shall impose requirements on tribal retail licensees that meet or exceed the standards applicable to state retail licensees, including all of the following:

(a) Requiring security measures that are reasonably designed to prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products from the premises.

(b) Prohibiting an individual from remaining on the tribal licensee's premises if he or she is not engaging in an activity expressly related to the operations of the tribal licensee.

(c) Establishing limited access areas accessible only to authorized personnel.

(d) Other than limited amounts of cannabis used for display purposes, samples, or immediate sale, requiring storage of all finished cannabis and cannabis products in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.

(e) Requiring tribal licensees to notify the tribal cannabis regulatory commission or agency and the appropriate state or local law enforcement authorities within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory, as determined by the tribal cannabis regulatory commission or agency.

(2) Diversion, theft, loss, or any criminal activity pertaining to the operation of the tribal licensee.

(3) Diversion, theft, loss, or any criminal activity by an agent or employee of the tribal licensee pertaining to the operation of the tribal licensee.

(4) The loss or unauthorized alteration of records related to cannabis or cannabis products, qualified patients, primary caregivers, or licensee employees or agents.

(f) Maintaining adequate video monitoring of the licensed retail premises with video retention capability that meets or exceeds the requirements applicable to state licensees.

(g) Prohibiting a tribal retail licensee from selling cannabis and cannabis products to individual customers for personal use in amounts that exceed the limits imposed by law.

26253.

A tribe entering into an agreement shall impose requirements for the manufacture of cannabis products by tribal licensees that meet or exceed the manufacturing requirements applicable to state manufacturing licensees.

26254.

(a) A tribe entering into an agreement shall impose standards for the testing of cannabis or cannabis products by a testing laboratory licensed pursuant to this chapter that meet or exceed the standards applicable to state licensed testing laboratories.

(b) Cannabis and cannabis products cultivated or manufactured in Indian country within a tribe's jurisdiction and that are distributed for sale solely within Indian country within the tribe's jurisdiction shall be tested and certified by a testing laboratory licensed pursuant to this chapter before the cannabis or cannabis product may be distributed to a retailer for sale to customers.

(c) Cannabis and cannabis products cultivated or manufactured in Indian country within a tribe's jurisdiction shall be tested and certified by a testing laboratory licensed pursuant to Chapter 10 (commencing with Section 26100) before the cannabis or cannabis product may be distributed to a state licensee located outside of Indian country within the tribe's jurisdiction.

26255.

(a) A tribe entering into an agreement shall impose requirements for the packaging and labeling of cannabis and cannabis products that meet or exceed the packaging and labeling requirements established pursuant to Chapter 12 (commencing with Section 26120).

(b) A tribe entering into an agreement shall impose requirements for the destruction of cannabis waste that meet or exceed the cannabis waste destruction requirements imposed pursuant to this division.

26256.

(a) A tribe entering into an agreement shall impose requirements for quality assurance and inspection of cannabis or cannabis products cultivated, manufactured, or sold in Indian country within the tribe's jurisdiction that meet or exceed the requirements applicable to cannabis or cannabis products cultivated, manufactured, or sold by state licensees, including all of the following:

(1) Cannabis or cannabis products shall not be sold by a tribal licensee unless a representative sample of the cannabis or cannabis product has been tested by a testing laboratory licensed pursuant to this chapter and certified as safe for sale to consumers.

(2) A tribal licensee authorized to distribute or transport cannabis or cannabis products shall transport all batches of cannabis or cannabis products cultivated or manufactured by a tribal licensee to a tribal or state licensed testing laboratory, as required pursuant to Section 26254.

(3) A tribal licensee shall not distribute or transport cannabis or cannabis products to a licensed retailer unless and until the cannabis or cannabis product has been certified by a licensed testing laboratory as meeting the applicable testing requirements, and determined by the distributor to have satisfied the applicable packaging and labeling requirements.

(b) A cannabis or cannabis product cultivated, manufactured, packaged, labeled, or tested in Indian country within the tribe's jurisdiction shall not be distributed to a state retail licensee located outside the tribe's jurisdiction until a distributor licensed pursuant to Chapter 7 (commencing with Section 26070) inspects the cannabis or cannabis product in accordance with Section 26080 and determines the cannabis or cannabis product complies with the packaging, labeling, and testing requirements imposed by law.

26257.

(a) A tribe entering into an agreement shall establish a process for the identification of adulterated or misbranded cannabis products, and the destruction of those products, using standards that meet or exceed the standards and procedures established pursuant to this division.

(b) To ensure the protection of public health and welfare, an agreement shall include procedures for notice and recall of adulterated or misbranded cannabis or cannabis products originating from tribal licensees, as negotiated between the tribe and the state.

26258.

(a) Except as provided in subdivision (e), a tribe entering into an agreement shall agree to prohibit tribal licensees from doing any of the following:

(1) Selling cannabis or cannabis products to a person under 21 years of age.

(2) Allowing a person under 21 years of age on the tribal licensee's premises.

(3) Employing or retaining a person under 21 years of age.

(4) Selling or transferring cannabis or cannabis products, unless the person to whom the cannabis or cannabis product is to be transferred or sold first presents documentation that reasonably appears to be a valid tribal- or state-issued identification card showing that the person is 21 years of age or older.

(b) The tribal cannabis regulatory commission or agency may utilize persons under 21 years of age in the enforcement of the tribe's cannabis regulatory program, including for purposes of investigating grounds for potential disciplinary action against tribal licensees, or employees or agents of tribal licensees.

(c) The state may also conduct premises and compliance checks for tribal licensees. Prior to conducting a premises or compliance check, the state agency shall contact the tribal cannabis regulatory commission or agency to provide, at a minimum, 24 hours' written notice of the premises or compliance check and obtain prior approval from the tribe. Tribal consent shall not be unreasonably withheld. An authorized tribal representative may observe and participate in a premises or compliance check. The state shall share the results of a premises and compliance check with the tribe.

(d) To the extent the tribal cannabis regulatory commission or agency obtains information concerning criminal acts in connection with commercial cannabis activity, including information regarding persons or entities who sell or furnish cannabis to persons under 21 years of age, the tribe shall agree to promptly furnish that information to state and local law enforcement agencies.

(e) Notwithstanding subdivision (a), each of the following apply:

(1) A tribal licensee that is authorized under tribal law to engage in the cultivation, distribution, manufacture, or sale of medicinal cannabis or medicinal cannabis products may allow on its premises a person 18 years of age or older who possesses documentation that reasonably appears to be a valid tribal- or state-issued identification card showing the person is a qualified patient.

(2) A tribal licensee that is authorized under tribal law to transfer or sell medicinal cannabis or medicinal cannabis products may transfer or sell medicinal cannabis or medicinal cannabis products to a person 18 years of age or older who possesses documentation that reasonably appears to be a valid tribal- or state-issued identification card showing the person is a qualified patient.

26259.

(a) A tribe entering into an agreement shall impose restrictions on marketing and advertising by tribal licensees that meet or exceed the restrictions established in Chapter 15 (commencing with Section 26150).

(b) A tribe entering into an agreement shall prohibit a tribal licensee from giving away any amount of cannabis or cannabis product, or any cannabis accessories, as part of a business promotion or other commercial activity, to the same extent as that prohibition applies to a state licensee.

26260.

A tribe entering into an agreement shall establish and implement protocols and training programs to detect impaired driving in Indian country within the tribe's jurisdiction, including impaired driving caused by ingestion of cannabis or cannabis products.

26261.

A tribe entering into an agreement shall establish all of the following:

(a) Recordkeeping requirements for tribal licensees that meet or exceed the standards applicable to state licensees.

(b) Annual reporting and performance audit requirements for the tribal cannabis regulatory commission or agency that meet or exceed the requirements applicable to state licensing authorities.

26262.

(a) A tribe entering into an agreement shall, through its own governmental process, establish requirements that tribal cannabis licensees do all of the following:

(1) Adhere to tribally designated labor and worker-protection standards, including, but not limited to, minimum wage, employee training, and workplace safety requirements.

(2) Adhere to tribal law that is no less stringent than federal laws and state laws forbidding harassment, including sexual harassment, in the workplace, forbidding employers from discrimination in connection with the employment of persons to work or working for tribal licensees on the basis of race, color, religion, ancestry, national origin, gender, marital status, medical condition, sexual orientation, age, or disability, and forbidding employers from retaliation against persons who oppose discrimination or participate in employment discrimination proceedings, provided that punitive damages are not required to be included, and that nothing herein precludes the tribe from giving a preference in employment to members of federally recognized Indian tribes pursuant to a duly adopted tribal ordinance.

(3) Allow representatives of recognized labor organizations to communicate with employees of tribal licensees.

(4) Engage in good faith negotiations with designated representatives of recognized employee organizations, to the extent employees of the tribal licensee have agreed to be represented by that employee organization.

(b) For purposes of this section, "employee organization" means an organization that includes employees of the tribal licensee and that has as one of its primary purposes representing those employees in their relations with the tribal licensee.

26263.

(a) All tribal licensees shall participate in those state statutory programs relating to employment as provided for in this chapter, including, but not limited to, participating in the state's workers compensation program, participating in the state's program for providing unemployment compensation benefits, withholding all taxes due the state, and complying with all earnings withholding and assignment orders issued by California state courts.

(b) All tribal licensees shall participate in the state's workers' compensation program with respect to employees employed at commercial cannabis facilities in Indian country within the jurisdiction of the tribe. The workers' compensation program includes, but is not limited to, state laws relating to securing the payment of compensation through one or more insurers duly authorized to write workers' compensation insurance in this state or through self-insurance as permitted under the state's workers' compensation laws. If the tribal licensee participates in the state's workers' compensation program, it agrees that all disputes arising from the workers' compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the Labor Code. The tribal licensee shall consent to the jurisdiction of the Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement.

(c) In lieu of participating in the state's statutory workers' compensation system, the tribe may create and maintain a system that provides redress for cannabis employees' work-related injuries through requiring insurance or self-insurance that meets or exceeds the workers' compensation coverage standards set forth in state law, including the provision of remedies for aggrieved workers. A tribe that elects to establish its own workers' compensation system shall forward to the state all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational

and meets or exceeds the workers' compensation coverage standards set forth in state law. Notwithstanding any other law, an entity that has both a tribal license and a state license may only provide workers' compensation coverage through the state's workers' compensation program.

(d) All tribal licensees shall participate in the state's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at a cannabis-related business located within Indian country under the jurisdiction of the tribe. Participation shall include compliance with the provisions of the Unemployment Insurance Code and the tribe shall consent to the jurisdiction of the state agencies charged with the enforcement of that code and of the courts of the State of California for purposes of enforcement.

(e) As a matter of comity, with respect to persons, including nonresidents of California, who are employed at commercial cannabis businesses licensed by the tribe, the tribal licensee shall withhold all taxes due to the state as provided in the Unemployment Insurance Code, and shall forward the amounts to the state. The tribal licensee shall file with the Franchise Tax Board a copy of any information return filed with the federal Secretary of the Treasury, as provided in the Revenue and Taxation Code and the regulations thereunder, except those pertaining to tribal members living in Indian country within the tribe's jurisdiction. For purposes of this subdivision, "tribal members" refers to the enrolled members of the tribe.

26264.

(a) A tribe entering into an agreement shall impose and maintain a tribal retail sales tax that is equal to at least 100 percent of the combined amount of the state cannabis excise tax, imposed by Section 34011 of the Revenue and Taxation Code, and the state sales and use tax imposed by Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code, on all sales of cannabis or cannabis products in Indian country, subject to any mutually agreed-upon exemptions. Retail sales to members of the tribe taking place wholly in Indian country within the tribe's jurisdiction may be exempted at the discretion of the tribe. The tribe may choose to levy a tribal tax on any transaction that is otherwise exempt.

(b) A tribe entering into an agreement shall impose and maintain a tribal cultivation tax on all harvested cannabis that enters the commercial market in either Indian country, the state, or both, that is equal to at least 100 percent of the state cultivation tax imposed by Section 34012 of the Revenue and Taxation Code.

(c) A tribe entering into an agreement shall agree to use the proceeds of the tribal tax for essential government services.

(d) The agreement shall provide for an independent audit of collection of the tribal retail sales tax and tribal cultivation tax to determine compliance with this section. The results of the independent audit shall be provided only to the tribal cannabis regulatory commission or agency and to the state. The state shall keep the audit results confidential.

(e) Commercial cannabis activity in Indian country is not subject to any sales or cannabis tax imposed by a local jurisdiction whose geographical boundaries contain the Indian country.

(f) The state agrees not to impose any fees, including escrow account fees, on a tribe under this agreement for cannabis products generated from a tribal source and sold on tribal lands.

26265.

(a) The tribe and the state shall agree to maintain regular and open communication regarding the administration and implementation of an agreement.

(b) The tribe and the state shall further agree, if either party believes that the goals and objectives of the agreement are not being met, to meet promptly to discuss any issues and concerns.

(c) The tribe and the state shall each designate one or more persons to serve as the designated primary contacts regarding administration of the agreement. Unless another contact is identified by the state, the Chief of the Bureau of Cannabis Control shall be the primary contact for the state regarding administration of the agreement.

(d) To facilitate regular and open communication with the state, the tribe shall ensure that a tribal representative is available to speak with representatives from the state's licencing authorities on a continuous basis, 24 hours a day, seven days a week.

(e) The tribe and the state shall mutually agree to investigate instances of alleged noncompliance with the commercial cannabis regulatory programs upon request by the other and in accordance with mutually agreed-upon procedures. The tribe shall agree to reasonably cooperate with state investigations concerning persons or entities holding tribal licenses, and the state shall agree to reasonably cooperate with investigations by the tribe concerning persons or entities holding state licenses.

(f) The tribe and the state shall negotiate mutually agreeable procedures to address public health and welfare emergencies concerning cannabis or cannabis products that are cultivated, distributed, manufactured, or sold in Indian country within the tribe's jurisdiction, including for the prompt recall of adulterated or misbranded cannabis or cannabis products. At a minimum,

in situations concerning time sensitive health and safety matters, the tribe shall allow the state to enter Indian country within the tribe's jurisdiction to conduct investigative activities, including the embargo or seizure of potentially adulterated or misbranded cannabis or cannabis products, within 12 hours of providing notice of the need for entry if the tribe or the tribal cannabis regulatory commission or agency fails to respond to the entry request within that time frame.

(g) The agreement shall further require the tribe to facilitate and assist state criminal enforcement activities against persons engaging in unlicensed commercial cannabis activities in Indian country within the tribe's jurisdiction.

26266.

(a) The tribe shall adopt, and at all times shall maintain in continuous force, an ordinance that provides for all of the following:

(1) That California tort law governs all claims of bodily injury and personal injury arising out of the use of cannabis or cannabis products produced by a tribal licensee that would otherwise be shielded from liability by the immunity of the tribal government. The ordinance is not required to include punitive damages. The tribe may include in the ordinance a requirement that a person with claims for money damages against the tribe file those claims within the time periods applicable for the filing of claims for money damages against public entities under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

(2) The waiver of the tribe's sovereign immunity and its right to assert sovereign immunity with respect to the arbitration or resolution of claims in the tribe's tribal court system, if a tribal court system is established. The ordinance shall allow for the dispute to be settled either in the tribe's tribal court system, or by binding arbitration before a neutral arbitrator. The decision to choose either the tribal court system or a neutral arbitrator shall be at the claimant's sole discretion. Resolution of the dispute before the tribal court system shall be at no cost to the claimant, excluding claimant's attorney's fees. The cost and expenses of the arbitration shall be initially borne equally by the parties and the parties shall pay their share of the arbitration costs at the time of claimant's election of the arbitration option, but the arbitrator may award costs to the prevailing party not to exceed those allowable in a suit in superior court.

(3) To effectuate its consent to the tribal court system or arbitration in the ordinance, the tribe shall, in the exercise of its sovereignty, expressly waive, and also waive its right to assert, sovereign immunity in connection with the arbitrator's jurisdiction and in any action to enforce the parties' obligation to arbitrate, confirm, correct, modify, or vacate the arbitral award rendered in the arbitration, or enforce or execute a judgment based upon the award.

(4) The ordinance may also require that the claimant first exhaust the tribe's administrative remedies for resolving the claim in accordance with the following standards:

(A) The claimant shall bring his or her claim within 180 days of receipt of written notice of the tribal dispute process, as long as notice is served personally on the claimant or by certified mail with an executed return receipt by the claimant, and the 180-day limitation period is prominently displayed on the front page of the notice.

(B) Arbitration shall be stayed until the completion of the tribal dispute process or 180 days from the date the claim is filed in the tribal dispute process, whichever occurs first, unless the parties mutually agree to a longer period.

(b) Upon notice that a claimant claims to have suffered an injury or damage covered by this section, the tribe shall provide notice by personal service or certified mail, return receipt requested, that the claimant is required within the specified limitation period to first exhaust the tribal dispute process, if any, and, if dissatisfied with the resolution, is entitled to arbitrate his or her claim de novo before a retired judge.

26267.

(a) As part of an agreement, the Governor may authorize commercial activity concerning the cultivation, manufacture, distribution, or sale of industrial hemp between persons or entities authorized by the tribe to conduct those activities in Indian country within the tribe's jurisdiction and persons or entities authorized by the state to conduct those activities.

(b) The terms, if any, upon which the Governor authorizes commercial industrial hemp activity between a tribe and persons or entities authorized by the state shall be designed to create parity, to the extent possible, between the state's regulatory program for commercial industrial hemp activity and the tribe's regulatory program for commercial industrial hemp activity.

26268.

(a) A tribe entering an agreement shall engage in good faith discussions with each local jurisdiction whose geographic boundaries contain all or part of Indian country within the tribe's jurisdiction to identify the impacts, if any, from commercial cannabis activity occurring in Indian country within the tribe's jurisdiction, including increased utilization of public safety services, environmental, water, or energy impacts, or other mutually identified impacts. The tribe and local jurisdiction may enter into enforceable written agreements or a memorandum of understanding to mitigate the impacts.

(b) A memorandum of understanding between a tribe and a local jurisdiction pursuant to this section may include provisions to facilitate the mutual sharing of information between the tribe and the local jurisdiction concerning all licenses applied for, issued, or renewed under this division, including information concerning disciplinary actions against state or tribal licensees.

(c) The tribe shall require all tribal licensees to comply with the terms of each memorandum of understanding executed under this section, and the tribe shall investigate and discipline tribal licensees for violations of the memorandum of understanding, including through suspension or revocation of the tribal license.

(d) Each local jurisdiction that enters into a memorandum of understanding pursuant to this section shall investigate violations of the memorandum of understanding by persons or entities authorized by the local jurisdiction to engage in commercial cannabis activities. The local government shall discipline a person or entity who is authorized by the local jurisdiction to engage in commercial cannabis activity and who is determined to have violated the memorandum of understanding, including through suspension or revocation of the authorization to conduct commercial cannabis activity within the local jurisdiction.

26269.

(a) In recognition of the government-to-government relationship of the tribe and the state, the parties shall make their best efforts to resolve disputes that arise under agreements by good faith negotiation, when possible.

(b) Except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the tribe and the state shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of the agreement, as follows:

(1) Either party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth the facts giving rise to the dispute and, with specificity, the issues to be resolved. The parties may authorize persons other than the primary contacts referenced in subdivision (c) of Section 26265 to provide the notice required by this paragraph.

(2) The other party shall respond in writing to the facts and issues set forth in the notice within 15 days of receiving the notice, unless both parties agree in writing to an extension of time.

(3) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within 30 days after receipt of the notice set forth in paragraph (1), unless both parties agree in writing to an extension of time.

(4) If the dispute is not resolved to the satisfaction of the parties after the first meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party is required to agree to submit to arbitration.

(5) Disputes that are not otherwise resolved by arbitration or other mutually agreed-upon means may be resolved in the United States District Court in the judicial district where the tribal licensee is located, or, if the federal court lacks jurisdiction, in a state court of competent jurisdiction located in the County of Sacramento. The disputes to be submitted to court action include, but are not limited to, claims of breach of the agreement, provided that the remedies expressly provided in paragraph (2) of subdivision (e) are the sole and exclusive remedies available to either party for issues arising out of the agreement, and supersede any remedies otherwise available, whether at law, tort, contract, or in equity. Notwithstanding any other law or the agreement, neither the state nor the tribe shall be liable for damages or attorney's fees in an action based, in whole or in part, on the fact that the parties have either entered into an agreement, or have obligations under an agreement. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.

(c) The tribe shall not be precluded from pursuing arbitration or judicial remedy against the state on the ground that the tribe has failed to exhaust its state administrative remedies. The state is not precluded from pursuing arbitration or judicial remedy against the tribe on the ground that the state has failed to exhaust tribal administrative remedies.

(d) The agreement shall provide that arbitration between the tribe and the state shall be conducted as follows:

(1) Arbitration shall be before a neutral arbitrator. Discovery in the arbitration proceedings shall be governed by Section 1283.05 of the Code of Civil Procedure, provided that discovery authorized by that section shall not be conducted without leave of the arbitrator. The parties shall equally bear the cost of arbitration.

(2) In an arbitration under this section, the parties will bear their own attorney's fees.

(3) The arbitration shall take place within 75 miles of Indian country within the tribe's jurisdiction, or as otherwise mutually agreed by the parties. The parties shall agree that either party may file a state or federal court action to enforce the parties' obligation to arbitrate, confirm, correct, or vacate the arbitral award rendered in the arbitration in accordance with Chapter 4 (commencing with Section 1285) of Title 9 of Part 3 of the Code of Civil Procedure, or enforce or execute a judgment based upon

the award. In an action brought with respect to the arbitration award, venue is proper in a state court located within the County of Sacramento or in a federal court located in the Eastern District of California.

(e) For the purpose of actions or arbitrations based on disputes between the state and a tribe that arise under an agreement and the enforcement of a judgment or award resulting therefrom, the state and the tribe expressly waive their right to assert their sovereign immunity from suit and enforcement of any ensuing judgment or arbitral award and consent to the arbitrator's jurisdiction and further consent to be sued in federal or state court, as the case may be, provided that all of the following apply:

(1) The dispute shall be limited solely to issues arising under the agreement.

(2) Neither the tribe nor the state shall make a claim for restitution or monetary damages, except that payment of money expressly required by the terms of the agreement may be sought. Solely injunctive relief, specific performance, including enforcement of a provision of the agreement expressly requiring the payment of money to one or another of the parties, and declaratory relief that is limited to a determination of the respective obligations of the parties under the agreement may be sought.

(3) This subdivision does not constitute a waiver of the sovereign immunity of either the tribe or the state with respect to any third party that is made a party or intervenes as a party to the action.

(f) If intervention, joinder, or other participation by an additional party in an action between the state and the tribe would result in the waiver of the tribe's or the state's sovereign immunity as to that additional party, the waivers of either the tribe or the state provided herein may be revoked, except where joinder is required to preserve the court's jurisdiction, in which case the state and the tribe may not revoke their waivers of sovereign immunity as to each other.

(g) The waivers and consents to jurisdiction expressly provided for in this section and elsewhere in this chapter shall extend to all arbitrations and civil actions expressly authorized by the agreement, including actions to compel arbitration, any arbitration proceeding herein, any action to confirm, modify, or vacate any arbitral award or to enforce any judgment, and any appellate proceeding emanating from any of these proceedings, whether in state or federal court.

(h) Except as stated in the agreement or this chapter, a waiver or consent to be sued, either express or implied, is not granted by either party, whether in state statute or otherwise.

26270.

(a) (1) If, at any time after the effective date of an agreement, the state enters into an agreement, compact, or consent decree with another federally recognized Indian tribe or governmental agency thereof dealing with the regulation of commercial cannabis in Indian country that includes a most favored nation provision, then, upon a tribe's written request, its agreement will be amended to include the same provision. This does not require that the state offer a tribe the option to receive the same terms offered to every other tribe or tribal government agency in the absence of a most favored nation provision in the agreement.

(2) For purposes of this subdivision, "most favored nation" means language by which the state agrees to accord a tribe or tribal government agency the same favorable terms that are offered in later agreements with any other tribe or tribal government agency.

(b) In an action filed by a third party challenging either the tribe's or the state's authority to enter into or enforce an agreement, the tribe and the state shall support the agreement and defend each of their authority to enter into and implement this agreement. This provision does not waive the sovereign immunity of the tribe or any of its subdivisions or enterprises.

(c) An agreement shall remain in effect for 10 years, unless the tribe and the state mutually agree, in writing, that the agreement should be vacated or terminated and superseded by a new agreement between the parties within that time frame.

(d) An agreement shall be automatically renewed for successive periods of 10 years, unless the tribe or the state provides written notice to the other, no later than 120 days before the expiration of the then-current 10-year period, that it wishes to modify the terms of the agreement.

(e) Amendment or alteration of an agreement shall not arise by implication or course of conduct. An agreement may be altered only by a subsequent written document, approved by the tribe and the state, expressly stating the parties' intention to amend the agreement.

(f) If a provision of an agreement or its application to a person or circumstance is held invalid, the remainder of the agreement is not affected.

(g) If the classification of cannabis as a Schedule I drug is altered in any way or federal cannabis enforcement policy changes, tribes that enter into agreements with the state shall meet and discuss with the state the need to modify the agreement. If those modifications cannot be agreed upon, then either party may terminate the agreement upon 60 days' written notice.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
27

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Request Board 1) select projects to submit for competitive Active Transportation Program grants in response to a Call for Projects and 2) approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280; and authorize the Chairperson to sign.

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit two grant application(s) on the top two ranked projects;
2. Approve Contract Amendment #1 between the County of Inyo and LSC Transportation Consultants, for the provisions of transportation planning services by increasing the contract amount by \$19,145 in a total contract amount not to exceed \$64,280 to complete two grant applications on behalf of the County of Inyo and one grant application on behalf of the City of Bishop;
3. Authorize the Chair to sign;
4. Authorize the Public Works Director to implement the two proposed County grant projects.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Staff recommends that the County submit 1) a project that combines the Barlow Lane sidewalk & bicycle lanes project with the reconstruction of the S. Barlow Lane bicycle lane and 2) a Lone Pine downtown sidewalk reconstruction project.

The California Transportation Commission released a call for ATP projects May 16, 2018. The applications are required to be postmarked by July 31, 2018. The projects will compete statewide for funds under the Active Transportation Program.

The Cycle 4 Call for Projects is expected to include about \$440 million in ATP funding made up of Federal funding and State SB1 and SHA funding. The funding/programming years are expected to include 2019/2020, 2020/2021, 2021/2022 and 2022/2023 funding years.

Program Purpose and Goals

Pursuant to statute, the purpose of the program is to encourage increased use of active modes of transportation, such as biking and walking. The goals of the Active Transportation Program are to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of active transportation users.

- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Scoring Evaluation by Project Type

The scoring rubrics are established for three different types of infrastructure projects based on total cost. These are: 1) small (\$0.25 million to 1.5 million), 2) medium (1.5 million to \$7 million), and 3) large (over \$7 million) scale projects. There are accompanying small, medium, and large applications for each type of project. These three types of applications will be scored as shown in the table below.

Infrastructure Project Topic	Small	Medium	Large
Disadvantaged Communities (DAC) Benefit. Scores scaled in relation to severity of and the benefits provided to the DAC by the project	10	10	10
Need. Potential for increased walking & bicycling routes to and from schools, transit facilities, employment & community centers; and including increasing and improving connectivity of active transportation users.	40	35	30
Safety. Potential for reducing the number and/or rate or the risk of active transport fatalities & injuries; including identity of safety hazards.	25	25	20
Public Participation. Project applicants must clearly articulate how the local participation process result in the identification & prioritization of the project.	10	10	10
Scope / Implementation. Evidence that the application, scope, and plans are consistent with one another.	15	10	10
Context Sensitive & Innovative		5	5
Transformative Projects			5
Cost Effectiveness. A project’s cost effectiveness is considered to be the relative costs of the project in comparison to the project’s benefits.			5
Leveraging of non-ATP funds on the proposed ATP project scope (excluding in-kind contributions)	2	5	5
Corps (0 or -5)	0	0	0
Past Performance (0 to -10)	0	0	0
Total	100	100	100

The table on the next page shows a priority order for ATP projects that are included in Table 11 of the 2015 Inyo County Active Transportation Plan. An agency that is submitting multiple applications is supposed to rank the applications. The suggested priority for the two proposed applications is 1) Barlow Lane Combined Improvements and 2) Lone Pine sidewalk project. This would presumably be to break a tie since this is not included in the scoring criteria.

Proposed Inyo County ATP Project Priority List		
Rank	Project Name, Location, & Cost	Discussion
1A	Barlow Lane sidewalk and bicycle lanes, between West Line Street and North Sierra Highway, preliminary estimated cost of \$2,395,000.	The proposed project is on a County road right of way across the Bishop Reservation. Bishop Tribe staff has indicated that the Tribal Council supports this project. A letter of support for the project is essential. The bicycle lane would link bike lanes North and South of the Reservation on Barlow Lane with bicycling facilities on W. Line Street and North Sierra Highway. The Bishop Reservation is considered a Disadvantaged community.

1B	Reconstruction of S. Barlow Lane bicycle lane, preliminary estimated cost of \$390,000.	Currently, bicyclists avoid using this stand-alone Class I bicycle facility due to large transverse cracks.
2	Lone Pine downtown sidewalk reconstruction, see map of proposed project in downtown Lone Pine, preliminary estimated cost of \$2,785,000.	Project combines construction of sidewalks in downtown Lone Pine on County roads within a certain distance of US 395 with bringing up existing sidewalks to ADA standards. Lone Pine is considered a Disadvantaged community.
3	Horseshoe Meadows Road	Construct bicycle lanes on Horseshoe Meadows Road between Whitney Portal Road and Sunset Drive. This would provide a continuous bicycle lane between Lone Pine and the Alabama Hills subdivision. Both areas are considered a Disadvantaged community based on zip code.
4	Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane)	Links future bicycle facility on Sunland with bicycle facility on South Barlow. This would be a good project and would be a helpful link between bicycle facilities. However, the project is not in a Disadvantaged community and matching funds would need to be identified.
5	Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road)	The Tecopa area is considered a Disadvantaged Community. The project links an existing bicycle lane at Tecopa Hot Springs on Tecopa Hot Springs Road with Tecopa and Tecopa Heights.
6	SR 190 between Furnace Creek and Cow Creek Residential area	Requires approval by Caltrans District 9 and Death Valley National Park (DVNP). DVNP staff supports project but was unable to enlist Caltrans support.
7	Red Hill Road	Links bicycle facility on Ed Powers Road with bicycle facility on State Route 168. This would be a key project to help bicyclists west of Bishop, however the commute link is not strong. Potentially expensive earthwork required. County has tried twice to gain funding for this project and failed both times.
Other?		

LSC Transportation Consultants Contract Amendment No. 1

On April 10th of this year, your Board approved a five-year contract with LSC Transportation Consultants to: 1) complete two updates to the Regional Transportation Plan (RTP), and 2) for other transportation planning services, such as completing Active Transportation Program grant applications on behalf of both the County and the City of Bishop. The initial fund amount was only for the 2019 Update of the RTP. Contract amendments will be brought back to the Board for approval for other tasks.

LSC Transportation Consultants has provided a scope of work to complete three Active Transportation Program grant applications on behalf of the Inyo County Local transportation Commission (two projects for the County and one for the City of Bishop).

ALTERNATIVES:

- 1) Your Board could alter the list of projects and/or identify new projects to be submitted. Public Works Department staff has developed the Preliminary Engineer’s Estimate of Probable Cost for the proposed two projects. Selecting additional projects would require further staff time.
- 2) Your Board could continue the discussion to a future meeting and give staff specific direction to provide additional information.

OTHER AGENCY INVOLVEMENT:

- 1. California Transportation Commission has the discretion to select and to fund ATP projects.
- 2. Bishop Tribe – the Barlow Lane project crosses the Bishop Reservation.

FINANCING:

The Inyo County Local Transportation Commission Overall Work Program funds the time to complete this staff report and the grant applications. Funds for a contractor to complete the ATP grant applications are included in the FY 2017-2018 County budget, under Budget Unit 504605 (Transportation Trust) and Object Code 5265 (Professional Services). No other budget related actions are required. If funding is programmed for a new project(s), the funding for it will be incorporated in the FY 2018-2019 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>6/13/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>6/13/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

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

AtSQ Date: 6/13/18

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and LSC Transportation Consultants, Inc. of Tahoe City, California (hereinafter referred to as “Contractor”), have entered into an Agreement for the provision of transportation planning services dated April 10, 2018, on County of Inyo Standard Contract No. 156, for the term from April 10, 2018 to April 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty-four thousand two hundred and eighty dollars and no cents (\$64,280.00) (hereinafter referred to as “contract limit”).

2. Attachment A to the contract, *Scope of Work*, shall be revised to include the additional tasks (See Attachment A to Amendment No. 1) required to assist in the development of three Active Transportation Program Plan grant applications (two for the County of Inyo and one for the City of Bishop).

The effective date of this amendment to the Agreement is June 26, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager


**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
LSC Transportation Consultants, Inc.
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14 DAY OF June, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: 

Dated: _____

Dated: 6/14/18

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**ATTACHMENT A TO AMENDMENT No. 1
SCOPE OF WORK**



**TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C
Post Office Box 5875
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966
info@lsctahoe.com • www.lsctrans.com

Courtney Smith
Transportation Planner
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Smith

LSC Transportation Consultants Inc. proposes to assist the Inyo County Local Transportation Commission with the preparation of three Cycle 4 Active Transportation Program (ATP) grant applications for the County of Inyo and the City of Bishop. The grant application process will be a collaborative effort between the Consultant Team, ICLTC, Inyo County and the City of Bishop. The following sets forth a potential division of duties between all entities, work scope for LSC, and estimated costs for LSC's tasks. We would be happy to work with the ICLTC to adjust the work scope as necessary.

ATP Application Part A

The Consultant Team will work with ICLTC, City of Bishop and Inyo County to complete the following sections of Part A of the applications:

- Applicant information
- General project information
- Project type
- Project details

City and County staff will be primarily responsible for the following sections of Part A. LSC will be available to answer questions regarding how these sections should be completed:

- Project schedule
- Project funding
- Screening criteria

It is estimated that this will take roughly 10 hours of Planner time or **\$1,250** to complete all three applications.

ATP Application Part B

Narrative Questions

Part B includes the narrative section of the applications. With data supplied by the ICLTC and the City of Bishop, the Consultant Team will draft the narrative text and assist with the provision of documentation materials. As such, LSC assumes that ICLTC and the City of Bishop will provide the following:

- ◆ Updated project descriptions
- ◆ Engineers cost estimates
- ◆ Project programming requests
- ◆ Engineers checklists
- ◆ Available traffic counts on affected roadways
- ◆ Any additional accident and safety data (fatalities and injuries) which is not available through SWITRS
- ◆ Create accident location maps for each project site
- ◆ Any speed surveys on affected roadways which may be beneficial to the application

The Study Team will be responsible for the remainder of Part B including:

- ◆ Answering the narrative questions in Part B
- ◆ Contacting the California Conservation Corp
- ◆ Acquiring letters of support

It is estimated that LSC's portion of Part B for three grant applications will take roughly 6 hours of Principal time and 100 hours of Planner time for a total cost of **\$12,900**.

Site Visit

In an effort to more completely understand the need for the project, the Consultant Team will conduct an on-site visit of each of the three project locations. As part of these on-site visits, LSC will:

- Tour each project site
- Take photos
- Discuss project details in person with City/County staff

It is estimated that the site visit will take one full day of Planner time plus 4 hours for preparation or **\$2,000** and **\$320** in travel costs.

Bicycle and Pedestrian Counts

Part B Question 2 of the ATP application requires that the number of users be determined for the entire project limits. It is the understanding of the Consultant that bicycle and pedestrian counts have not been conducted for the three project areas. ATP guidelines do not specify the manner in which counts should be conducted but the applicant must clearly explain the methodology used in determining the number of users for the project area. It is assumed that ICLTC will conduct counts for each project application.

Maps

This work scope assumes that the City/County/ICLTC will be responsible for any mapping activities associated with preparation of the applications. This includes a project location map, accident location map and project plans.

Compiling Application Material

The Consultant Team will be responsible for gathering all application materials from the City/County and submitting electronic and hard copies of the applications to Caltrans. The compilation and submittal process will take 15 hours of Planner time for a cost of **\$1,875**.

Schedule

The Consultant Team will prepare Part A and the narrative text portion of Part B in Microsoft Word format with supporting attachments in Adobe Acrobat format to ICLTC and the City of Bishop for review by July 27th. If requested, the Consultant will make any necessary changes to the narrative text resulting from the review of the Draft ATP applications. Final ATP applications will be submit to Caltrans by July 31st.

Total Cost Estimate

Total cost estimates for preparing three grant applications is \$19,145. LSC is willing to adjust the work scope as necessary to fit the needs of ICLTC. LSC Tahoe Standard Billing Rates for 2018 are attached for reference.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Solid Waste

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Approval of Disposal of Crushed Concrete at Bishop-Sunland Landfill

DEPARTMENTAL RECOMMENDATION:

Request that your Board: Approve the disposal of Crushed Concrete diverted from the landfill for established handling fees in a similar manner to other slightly processed materials for diversion from the landfill.

SUMMARY DISCUSSION:

On February 14, 2017 your board authorized stockpiled concrete to be crushed at the Bishop-Sunland Landfill. The awarded bid was to crush 17,000 tons of concrete at a cost of \$4.90 per ton. Approximately 12,000 tons of the crushed concrete is currently on hand. This created a significant diversion of solid waste from the landfill, satisfying CalRecycle's diversion targets. The plan at the time was for Public Works to utilize this material. Subsequently, Public Works has determined that the crushed concrete does not meet its needs. While Inyo County receives credit for diversion of the concrete from landfilling when it is crushed, Solid Waste needs to repurpose this material and not stockpile it long term.

Crushed concrete is a substance that will be generated going forward. Operation Plans call for crushing any concrete landfilled, and CalRecycle allows stockpiling up to 10,000 pounds of concrete to be onsite for future crushing.

Members of the public have expressed an interest in obtaining the crushed concrete, and Solid Waste retains the need for this material to continue to be diverted. Upon closer examination of Landfill operations, it was observed that other materials are processed and provided to the public for a handling fee to cover staff time. Yard waste and wood are shredded and chipped, creating mulch and wood chips. The land fill charges a fee for yard waste and wood, processes them for a cost, provides them to the public, and charges a handling fee if staff time is required to load the material. The handling fee charged for wood chips and mulch is \$35.00 for the first half hour and \$47.00 per half hour for additional time. The landfilling charge for concrete and the cost to crush are structured similar to the other items. Solid Waste staff find that the established charges would adequately cover staff cost.

As with woodchips and mulch, Solid Waste will retain sufficient amounts to meets its planned needs. Above that, the material is made available to the public. Setting limits on the amount and uses of the crushed concrete that is obtainable makes sense to prevent an abuse of the availability of this product. Staff will operate within the limitations of non-commercial, residential use, 15 ton per project. Any requests outside of these limitations will need to be submitted in writing to the Recycling and Waste Management Superintendent and require Board of Supervisor's approval.

ALTERNATIVES:


Your Board could choose not to make this item available to the public; however, this is not suggested because the crushed concrete needs to be diverted from the landfill site.


OTHER AGENCY INVOLVEMENT:

Auditors Office, County Counsel's Office

FINANCING:

There is no financial impact since a Special Handling Fee is charged for staff time that adequately covers staff cost.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved: <u>YES</u> Date <u>6/8/18</u>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/8/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Franklin G. Wall Date: 6/11/2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 29
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Comment letter to Death Valley National Park (DVNP regarding the DRAFT Saline Valley Warm Springs Management Plan and DRAFT Environmental Impact Statement (DEIS)¹.

RECOMMENDATION:

- Review the draft comment letter (attached) prepared by staff regarding the Saline Valley Warm Springs Management Plan and DEIS;
- Provide comment; and,
- Potentially give direction to have the Chairperson sign and staff send.

SUMMARY DISCUSSION: The National Park Service (NPS) - DVNP has been working on a management plan for Saline Valley Warm Springs over the past several years. The warm springs' area has a long history of being a clothing optional bathing and camping, rustic, resort. In April, 2012 Inyo County, along with the Bureau of Land Management and the Timbisha Shoshone Tribe became a cooperating agencies with DVNP in the plan development.

The County provided comments to DVNP on the Alternatives proposed to be included in the DEIS, in March, 2014. Staff reviewed and compared these comments and how they relate to the Preferred Alternative included in the current DRAFTs with the Board on May 15, 2018 (attached). Staff has prepared a comment letter to DVNP based on the Board's direction from the May 15 meeting. This includes support for the Preferred Alternative with suggestions to:

- consult with the County Environmental Health Department on wastewater management and water quality monitoring;
- conduct a more in depth analysis on the cultural significance of the 'Hippie' era art;
- allow for some simple and less impactful emergency auto repair services, such as tire repair and replacement and emergency fuel provision; and,
- require any proposed fencing to blend into the surrounding landscape and not cause visual impacts to the visitor experience at the warm springs.

The DRAFT Saline Valley Warm Springs Management Plan and DEIS were noticed in the Federal Register on May 4, 2018. Comments are due by July 2, 2018.

ALTERNATIVES:

- Request additional comments and/or changes to the Draft comment letter.
- Do not direct staff to send the comment letter to DVNP. This is not recommended as the County is a cooperating agency in the development of the Saline Valley Warm Springs Management Plan.


¹ DRAFTs can be viewed at: <https://parkplanning.nps.gov/projectHome.cfm?projectId=39438>

OTHER AGENCY INVOLVEMENT: Bureau of Land Management; Timbisha Shoshone Tribe; the Inyo County departments of Public Works and Environmental Health; and, other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work by Federal Agencies.

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

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


_____ Date: 6/13/18



BOARD OF SUPERVISORS COUNTY OF INYO

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



June 26, 2018

Saline Valley Management Plan
Mike Reynolds, Superintendent Death Valley National Park
PO Box 579
Death Valley, CA 923282

Dear Superintendent Reynolds,

The Inyo County Board of Supervisors would like to thank you for the opportunity to comment on the Draft Saline Valley Management Plan and accompanying Draft Environmental Impact Statement. We believe that Saline Valley Warm Springs is a unique and special place with cultural importance to Inyo County. We have encouraged Death Valley National Park (DVNP) to keep it as such throughout this planning process by requesting as little change to it as possible.

We have reviewed the draft documents and respectfully submit the following comments.

- We are in support of the Preferred Alternative and appreciate DVNPs attention to concerns we submitted on the previous Saline Valley Management Alternatives Newsletter including:
 - Retaining the dishwashing stations, with the addition of filtration systems to capture food debris.
 - Consulting with the Office of Public Health regarding an approach to water quality monitoring.
 - Clarifying what constitutes historic/non-historic artwork and adding that artwork will be reconsidered for historic and/or culturally important designations as it hits the 50-year age requirement.
 - Allowing for the continued use and maintenance of the Chicken Strip.
- We encourage you to consult with the County Environmental Health Department on waste water management practices and water quality monitoring approaches.
- A more in depth analysis of the cultural significance of the artwork at the warm spring's site and the area surrounding it should be conducted, with regard to its importance as examples of "hippie" art, and in defining the warm springs as a special place with connections to the 'hippie' and 'beat' movements.
- The Preferred Alternative should be changed to include, at the least, a pared down version of the auto repair shop that can offer simple services such as tire repair and replacement and emergency fuel provision. Although we agree that people should understand the environment

they are entering when they chose to go to the Saline Valley and be prepared for it, we also know that mishaps and accidents can still happen. Since the area is utterly remote, a small mishap or accident can have severe consequences, therefore, at least some services are appropriate.

- Any proposed fencing should be constructed to blend into the surrounding landscape and not cause visual impacts to the visitor experience at the warm springs.

Again, we would like to extend our thanks to Death Valley National Park for providing the County the opportunity to comment on the Draft Saline Valley Management Plan and DEIS.

Sincerely,

Dan Totheroh, Chairperson,
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: The DRAFT Saline Valley Warm Springs Management Plan and DRAFT Environmental Impact Statement (DEIS)¹.

RECOMMENDATION:

- Receive a presentation from Death Valley National Park (DVNP) staff on the DRAFT Saline Valley Warm Springs Management Plan and DEIS;
- Receive a review by planning staff on the comments previously submitted by the County and how they relate to DEIS; and,
- Provide direction to staff to submit comments on the DRAFTs.

SUMMARY DISCUSSION: The National Park Service (NPS) - Death Valley National Park (DVNP) has been working on a management plan for Saline Valley Warm Springs over the past several years. This area has a long history of being a clothing optional bathing and camping, rustic, resort. In April, 2012 Inyo County, along with the Bureau of Land Management and the Timbisha Shoshone Tribe became a cooperating agencies with DVNP in the plan development.

The DRAFT Saline Valley Warm Springs Management Plan and DEIS were noticed in the Federal Register on May 4, 2018 (attached). Comments are due by July 2, 2018. DVNP staff will present the project and the DRAFTs to the Board.

The County provided comments on the Alternatives proposed to be included in the DEIS. A comparison of these comments and how they relate to the Preferred Alternative included in the DRAFTs have been prepared and will be reviewed by staff (attached).

The Preferred Alternative includes:

- Fencing would be installed around the developed area to exclude burros.
- Officially designating the Chicken Strip airstrip as a landing strip through an associated rulemaking process, allowing it to remain open. Camping would be allowed at the airstrip.
- Camping permits would be required. Permits would be free at first, but a fee might be implemented later. Camping would continue to be limited to 30 days per calendar year. Dispersed camping will be allowed in designated areas.

¹ DRAFTs can be viewed at: <https://parkplanning.nps.gov/projectHome.cfm?projectId=39438>

- Remove non-native vegetation (including palms) from the Upper Springs. No replacement palms would be placed at Lower Springs when the existing ones die naturally.
- Art that is found to be 50 years or older is considered eligible for the National Register. Art installations determined to be eligible would be managed in accordance with the National Historic Preservation Act. Non-historic art would be removed regularly to preserve the natural beauty of the area.

ALTERNATIVES: Do not receive the presentation from DVNP staff or planning staff. This is not recommended as the County is a cooperating agency in the development of the Saline Valley Warm Springs Management Plan.


OTHER AGENCY INVOLVEMENT: Bureau of Land Management; Timbisha Shoshone Tribe; the Inyo County departments of Public Works and Environmental Health; and, other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work by Federal Agencies.

APPROVALS

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

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


_____ Date: 5/7/18



- Sec. 26, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$;
 - Sec. 27;
 - Sec. 28, that portion east of the easterly right-of-way boundary for State Route 121;
 - Sec. 33, that portion east of the easterly right-of-way boundary for State Route 121;
 - Sec. 34.
 - T. 21 N, R. 34 E,
 - Sec. 25, lots 1 and 2, W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$.
 - T. 21 N, R. 35 E,
 - Sec. 17, W $\frac{1}{2}$, except patented lands;
 - Sec. 18, lots 5 thru 11 and E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$.
- The area described for Dixie Valley Training Area aggregates 68,804.44 acres in Churchill County.

Jurisdiction for the decision on this withdrawal proposal lies with the Secretary of the Interior, or an appropriate member of the Office of the Secretary, pursuant to Section 204 of FLPMA.

The BLM's withdrawal petition/application and the records relating to the petition/application can be examined at the BLM Carson City District Office, 5665 Morgan Mill Road, Carson City, Nevada 89701, during regular business hours (7:30 a.m., to 4:30 p.m.), Monday through Friday, except Federal holidays.

A copy of the legal descriptions and the maps depicting the lands proposed withdrawal for land management evaluation purposes are available for public inspection at the following offices:

State Director, BLM Nevada State Office, 1430 Financial Boulevard, Reno, Nevada 89502

District Manager, BLM Carson City District Office, 5665 Morgan Mill Road, Carson City, Nevada 89701

For a period until August 2, 2018 all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their comments in writing to the persons and offices listed in the ADDRESSES section above.

All comments received will be considered before any final action is taken on the proposed withdrawal.

For the proposed 4-year withdrawal for LME purposes, the BLM is the lead agency for NEPA compliance and with this Notice invites public review of the EA. Because of the nature of a withdrawal of public lands from operation of the public land laws, including the mining laws, the mineral leasing laws, and the geothermal leasing laws, for land management evaluation purposes, subject to valid existing rights, where the purpose of the withdrawal is to maintain the *status quo* of the lands, mitigation of the withdrawal's effects is not likely to be

an issue requiring detailed analysis. However, consistent with Council on Environmental Quality regulations implementing NEPA (40 CFR 1502.14), the BLM will consider whether and what kind of mitigation measures may be appropriate to address the reasonably foreseeable impacts to resources from the approval of this proposed withdrawal for land management evaluation purposes.

You may submit comments on the EA for LME purposes in writing to the BLM using one of the methods listed in the ADDRESSES section above. To be most helpful, you should submit comments by the date specified in the DATES section above. The BLM will use this NEPA public participation process to help satisfy the public involvement requirements under Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470(f)) pursuant to 36 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed withdrawal for LME purposes will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and Section 106 of the NHPA.

Comments including names and street addresses of respondents will be available for public review at the BLM address noted above, during regular business hours Monday through Friday, except Federal holidays. Before including your address, phone number, email address, or other personally identifiable information in your comment, you should be aware that your entire comment—including your personally identifiable information—may be publicly available at any time. While you can ask the BLM in your comment to withhold your personally identifiable information from public review, we cannot guarantee that we will be able to do so.

As the public land referenced in this Notice have already been segregated as described, licenses, permits, cooperative agreements, or discretionary land use authorizations may be allowed during the segregative period, but only with the approval of the authorized officer and, as appropriate, with the concurrence of the DON.

The proposed withdrawal will be processed in accordance with the regulations set forth in 43 CFR part 2300.

Authority: 43 CFR 2310.3-1

Michael C. Courtney,
Acting State Director, Nevada.

[FR Doc. 2018-09670 Filed 5-3-18; 8:45 am]

BILLING CODE 4310-HC-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-ANRSS-24195;
PPWONRADE2, PMP00E105.YP0000]

Notice of Availability of the Saline Valley Warm Springs Draft Environmental Impact Statement at Death Valley National Park, California and Nevada

AGENCY: National Park Service, Interior.
ACTION: Notice of Availability.

SUMMARY: The National Park Service (NPS) announces the availability of the Saline Valley Warm Springs Draft Management Plan and Environmental Impact Statement (plan/DEIS).

DATES: The NPS will accept comments on the plan/DEIS for a period of 60 days following publication of the Environmental Protection Agency's (EPA) Notice of Availability of the plan/DEIS in the Federal Register. After the EPA Notice of Availability is published, the NPS will schedule public meetings to be held during the comment period. Dates, times, and locations of these meetings will be announced in press releases and on the plan/DEIS website for the project at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

ADDRESSES: You may send comments by any of the following methods:

- NPS Planning, Environment and Public Comment website: <http://parkplanning.nps.gov/SalineValleyWarmSprings>.
- Mail or Hand Delivery:

Superintendent Mike Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328.

For detailed instructions on sending comments and additional information, see the "Public Participation" and "How to Comment" heading of the SUPPLEMENTARY INFORMATION section of this document.

FOR FURTHER INFORMATION CONTACT: Please contact Superintendent Miko Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328, or by telephone at 760-786-3243. Information is available online for public review at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

SUPPLEMENTARY INFORMATION: This process is being conducted pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and the regulations of the Department of the Interior (43 CFR part 46). The purpose of this plan/DEIS is to develop a

management strategy for the Saline Valley Warm Springs area that will complement the Death Valley National Park General Management Plan (GMP). This plan/DEIS is being developed in cooperation with the Timbisha Shoshone Tribe, Inyo County, and the Bureau of Land Management.

Saline Valley is a large desert valley located in the northwest portion of Death Valley National Park. The National Park Service has defined the warm springs area of Saline Valley as approximately 100 acres of back country surrounded by wilderness. It has not been formally or systematically developed for use by the National Park Service but does have a number of user developed and maintained structures and facilities.

The plan/DEIS is intended to provide a framework at the Saline Valley Warm Springs area for: natural and cultural resources management; administration and operations; and managing visitor use. It is intended to provide guidance for Death Valley National Park managers as they work with various stakeholders and promote the partnership between the park and the Timbisha Shoshone Tribe to ensure the Saline Valley Warm Springs area is protected and enhanced by cooperative activities.

Action is needed to implement the GMP and address visitor use and development at the Saline Valley Warm Springs area. Past visitors of the warm springs area have altered the natural aspect of the area through diversion of water from the natural warm springs and through construction of soaking tubs and other amenities. The warm springs area is also part of the Timbisha Shoshone Natural and Cultural Preservation Area, and the ethnographic uses by the Tribe and recreational uses by other visitors can be in conflict.

This plan/DEIS evaluates the impacts of the no-action alternative (Alternative 1) and four action alternatives (Alternatives 2, 3, 4, and 5).

Alternative 1 would continue existing management practices and assume no new management actions would be implemented beyond those available at the outset of this planning process. The users, with help from the volunteer camp hosts, would continue to informally oversee the recreational uses of the warm springs area and visitors would continue to be able to use the Chicken Strip airstrip, soaking tubs and associated facilities as they currently exist.

Under all action alternatives, the park would enforce existing laws and policies and continue to cooperatively manage the area with the Timbisha Shoshone Tribe pursuant to the

Timbisha Shoshone Homeland Act of 2000. The NPS could create a no cost registration for all overnight guests. In addition, each action alternative includes some type of fencing, dependent on archeology surveys and consultation, as a means of excluding feral burros from the source springs.

Under Alternative 2, the NPS would retain much of the existing use of the warm springs but bring the actions and conditions into compliance with NPS, state, and federal regulations. The NPS would consult with the Office of Public Health to develop an approach for water quality monitoring, add signs at sinks to inform visitors of non-potable water, add filtration systems for discharged water at the dishwashing stations, and make the facilities accessible to the extent possible. The NPS would also take steps to restore the natural and cultural environments of the warm springs by controlling nonnative plant species, removing user-created fire rings, and requiring visitors to haul out ash and charcoal.

Alternative 3 aims to involve user groups more formally in the cooperative management of the area. The user groups would be engaged through agreements to identify and carry out many of the actions needed to protect natural and cultural resources, protect human health and safety, and maintain visitor facilities. This alternative would employ the same human and health and safety measures as alternative 2 and would involve the installation of artistic fences to protect areas from feral burros. Increased resource protection measures would be implemented including additional nonnative vegetation control, the potential use of food storage boxes, and removing the diversion piping from Burro Spring. Camping would be restricted to designated camping areas and no camping would be allowed within 200 feet of the source springs or Chicken Strip.

Under alternative 4, the NPS would restore the warm springs, as closely as possible, to a natural condition with minimal or no development. Tubs and associated infrastructure would be removed, as would dishwashing stations, showers, vehicle support facilities, airstrip, and vault toilets. Dispersed camping could continue but no camping would be allowed within 200 feet of all water sources. The park would remove nonnative plants and restore native habitats, in addition to installing fencing around warm springs area at the wilderness boundary to prevent access by feral burros.

Alternative 5, the preferred alternative, seeks to encourage cooperative management between the

park and user groups while protecting natural and cultural resources and allowing for continued recreational visitor use. Alternative 5 is the same as alternative 3 except for several aspects. Under alternative 5, camping would be allowed at the Chicken Strip airstrip and additional tiedowns could be added. Visitors that camp at the airstrip would be required to pack out their waste, unlike alternative 3. Under alternative 5, the park would not consider the installation of food storage boxes for storage of visitors' food items. Instead, the park would encourage proper storage of food through on-site and online education, the same as alternative 2. Unlike alternative 3, which proposes to install artistic wood fencing to enclose soaking tubs, source springs and riparian areas, this alternative would install fencing around the entire developed warm springs area, dependent on archeology surveys and consultation. This would prevent feral burro access to water sources, vegetation, and campsites while protecting archeological resources along the wilderness boundary.

Public Participation: After the Environmental Protection Agency's Notice of Availability is published, the NPS will schedule public meetings to be held during the comment period near the park. Dates, times, and locations of these meetings will be announced in press releases and on the NPS Planning, Environment, and Public Comment website for the Draft EIS at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

How to Comment: You are encouraged to comment on the plan/DEIS online at <http://parkplanning.nps.gov/SalineValleyWarmSprings>. You may also mail or hand-deliver your written comments to Superintendent Mike Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328. Written comments will also be accepted during scheduled public meetings discussed above. Comments will not be accepted by fax, email, or by any method other than those specified above. Bulk comments in any format (hard copy or electronic) submitted on behalf of others will not be accepted. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we

cannot guarantee that we will be able to do so.

Dated: January 30, 2018.
Martha Lee,
Acting Regional Director, Pacific West.
[FR Doc. 2018-09440 Filed 5-3-18; 9:45 am]
BILLING CODE 4312-52-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-NRNHL-25494;
PPWOCRADIO, PCU00RP14.R50000]

National Register of Historic Places; Notification of Pending Nominations and Related Actions

AGENCY: National Park Service, Interior.
ACTION: Notice.

SUMMARY: The National Park Service is soliciting comments on the significance of properties nominated before April 21, 2018, for listing or related actions in the National Register of Historic Places.

DATES: Comments should be submitted by May 21, 2018.

ADDRESSES: Comments may be sent via U.S. Postal Service and all other carriers to the National Register of Historic Places, National Park Service, 1849 C St. NW, MS 7228, Washington, DC 20240.

SUPPLEMENTARY INFORMATION: The properties listed in this notice are being considered for listing or related actions in the National Register of Historic Places. Nominations for their consideration were received by the National Park Service before April 21, 2018. Pursuant to Section 60.13 of 36 CFR part 60, written comments are being accepted concerning the significance of the nominated properties under the National Register criteria for evaluation.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Nominations submitted by State Historic Preservation Officers:

ARIZONA

Pima County

Ferguson, George W., House, 6441 N
Treasure Dr, Tucson, MP100002476

ARKANSAS

Garland County

Cleveland Arms Apartment Building, 2410
Central Ave, Hot Springs, SG100002477

Pulaski County

Carmichael House, 13905 Arch Street Pike,
Little Rock vicinity, SG100002478

Union County

Goodwin Field Administration Building, 418
Airport Dr, El Dorado, SG100002479

CONNECTICUT

Hartford County

Bristol High School, 70 Memorial Blvd.,
Bristol, SG100002506

DISTRICT OF COLUMBIA

District of Columbia

Duvall Manor Apartments, 3500-3510
Minnesota Ave SE, Washington,
MP100002480

Texas Gardens Apartments, 1741 28th St SE,
Washington, MP100002481

INDIANA

Kosciusko County

Little Crow Milling Company Factory, 201 S
Detroit St, Warsaw, SG100002488

Marion County

Our Savior Lutheran Church, 261 W 25th St,
Indianapolis, SG100002490

Stout Field, Administration Building,
Address Restricted, Indianapolis vicinity,
SG100002491

Stout Field, Hangar, Address Restricted,
Indianapolis vicinity, SG100002493

University Club, 970 N Delaware St,
Indianapolis, SG100002494

Miami County

Peru Courthouse Square Historic District,
Roughly bounded by Wabash R., Wabash,
7th & Miami Sts, Peru, SG100002492

Putnam County

Cloverdale Historic District, Generally
bounded by Robert L. Weist Ave, Lafayette,
Logan & Grant Sts, Cloverdale,
SG100002496

National Road over Deer Creek Historic
District, US 40 & W Cty Rd 570S, Old US
40 & S Cty Rd 25E & Putnam County
Bridges #237 & 187, Putnamville vicinity,
SG100002497

Randolph County

Union Literary Institute, Address Restricted,
Spartanburg vicinity, SG100002498

Sullivan County

Center Ridge Cemetery, 704 W Johnson St,
Sullivan, SG100002499

IOWA

Bremer County

Third Street Bridge (FHWA No. 012250), 3rd
St SE over the Cedar R. between 5th & 6th
Aves SE, Waverly, MP100002485

Dubuque County

Sacred Heart School, 2238 Queen St,
Dubuque, SG100002486

Polk County

Yunker Brothers Department Store
(Boundary Decrease), 713 Walnut St., Des
Moines, BC100002487

MARYLAND

Baltimore Independent city

Morgan State University Memorial Chapel,
4307 Hillen Rd, Baltimore (Independent
City), SG100002500

MINNESOTA

Chippewa County

Maynard State Bank, 330 Cynthia St,
Maynard, MP100002501

Koochiching County

Ranier Community Building, 2099 Spruce
St., Ranier, MP100002502

Williams Township School, 740 Cty Rd 89,
Clementson vicinity, SG100002503

Otter Tail County

Trinity Lutheran Church, 301 Douglas Ave,
Henning, SG100002504

MONTANA

Jefferson County

Lewis and Clark Caverns Historic District,
Lewis & Clark Caverns Rd, LaHood
vicinity, SG100002505

NEW YORK

Columbia County

Austerlitz Historic District, NY 22, Harvey
Mtn., E Hill, W Hill & Old Rds, Austerlitz,
SG100002507

Spencertown Historic District, NY 203, Elm
& South Sts, Austerlitz, SG100002508

Erie County

Buffalo General Electric Complex, 960-996
Busti Ave & 990 Niagara St., Buffalo,
SG100002509

Ingleside Home, 70 Harvard Pl, Buffalo,
SG100002511

Westminster House Club House, 419 Monroe
St, Buffalo, SG100002512

Saratoga County

Copeland Carriage Shop, North Shore Rd,
Beecher Hollow, SG100002513

Seneca County

Ford, Edith B., Memorial Library, 7169 Main
St., Ovid, SG100002514

Tompkins County

Tibbetts—Rumsay House, 310 W State St,
Ithaca, SG100002515

NORTH CAROLINA

Forsyth County

Flynt House, 6780 University Pkwy, Rural
Hall, SG100002516

Franklin County

Concord School, 645 Walter Grissom Rd,
Kittrell vicinity, MP100002517

Halifax County

Allen Grove School, 13763 NC 903, Halifax,
MP100002518

Please find below the comments on Alternatives presented in Saline Valley Management Alternatives Newsletter (attached) included in the County's letter to DVNP dated March 8, 2014 and a comparison (found in bold italicized text) with the Preferred Alternative in the DRAFTs (attached Table 1 – Elements of the Alternatives).

- In several sections of the plan there are references to the removal of dishwashing stations, with the additional requirement that dishes will be washed away from communal areas, the water will be strained and the remaining scraps will be taken out with the visitor upon leaving the area.
 - Our concern with this system is without a proper monitoring program to go with it some visitors may not wash their dishes in appropriate places and/or remove their food scraps causing problems with pests, smells and the general health and safety of the area. We are encouraging you to ensure that a system for monitoring go with this alternative.

The Preferred Alternative (Alternative 5) includes: Retain dishwashing stations and add filtration systems to catch food debris; signage at sinks to indicate water is non-potable.

This new language satisfies the County's concerns regarding the dishwashing stations.

- There are references to the camp hosts monitoring water quality.
 - Please add how the camp hosts will be trained or qualified to monitor water quality. Without adequate training, camp host monitoring could result in poor water quality, which, in turn, could create a situation that poses a threat to the health and safety of the visitors.

The Preferred Alternative (Alternative 5) includes: Consult with the Office of Public Health to develop an approach for water quality monitoring.

This somewhat satisfies the County's concerns with the camp hosts being tasked with water quality monitoring and will become more clear after the consultation with the Office of Public Health.

- Throughout the alternatives there are numerous references to 'historic' and 'non-historic' art work.
 - We ask that you define what this means. Is the term historic subject to the date it was created, if so, what is that date.
 - Also, please consider that some art work may be culturally important regardless of the date it was created.
 - Some of the art work currently found in the area represents the subculture of an era most commonly referred to as 'Hippie'. The Hippie artwork at the Saline Valley Warm Springs should be regarded in the same manner as any other art work defined as 'historic' or 'culturally important', and therefore, preserved.

The Preferred Alternative (Alternative 5) includes: Identify and manage National Register of Historic Places (NRHP)-eligible artwork; non-historic artwork removed from wilderness and backcountry area; and, no manipulation of natural or cultural resources (to include disturbance and collection) for the purpose of art. The DEIS (page 10) provides that non-

contributing historic resources are less than 50-years old and recommends that non-contributing resources be reevaluated as they hit the 50-year mark.

This satisfies the County's concerns regarding "hippy artwork" and the cultural significance of the area.

- The airstrip should be maintained.

The Preferred Alternative (Alternative 5) includes: Airstrip open for use, special regulation pending; camping allowed at airstrip; visitors required to pack out waste; allow for additional airplane tie downs with NPS approval.

This satisfies the County's concerns regarding the airstrip.

- The auto repair shop should be allowed to continue as the Saline Valley is a remote location where people can easily have problems with their vehicles and find themselves in dangerous situations.

All of the Alternatives except the No Action include: Remove the vehicle support facility; emergency vehicle assistance should not be expected by the visiting public.

This does not satisfy the County's concerns relating to the potential for people to find themselves in dangerous situations in cases of vehicle problems in the Saline Valley. It would be more in line with the County's previous comment on the Alternatives to promote the "No Action Alternative" with regard to the vehicle support facility. Or, to provide comments on the DRAFTs that this facility should remain with proper management of hazardous materials.

- The Restoration and Recreation Management Alternatives will result in serious impacts to the current visitor experience and completely change the Saline Valley Warm Springs area.

The Restoration and Recreation Management Alternative now named the Restoration Alternative, still remains. It was not chosen as the Preferred Alternative.

This satisfies the County's concerns about using these more extreme restoration approaches that would affect the area's ability to continue with status quo recreational uses.

- The alternatives are incomplete.
 - To fully capture the range of possible alternatives, we recommend that you add an 'intensive development' alternative. This would include amenities, such as a full service camp ground with hookups and dumps; and/or, a resort possibly run by vendors with motels, restaurants and with the tubs expanded in size, number or both.

The DRAFTs do not include an 'intensive development' Alternative.

This does not satisfy the County's concerns about the lack of a full range of Alternatives. The DEIS could still be considered inadequate since both ends of the possible development spectrum have not been considered and the DEIS does not include a discussion of why this type of Alternative was not evaluated in detail.

- At this point, the “No Action” alternative is the superior alternative as it maintains the legacy of Saline Valley Warm Springs as the unique place it is.

The DEIS' Preferred Alternative addresses most of the County's previously stated concerns with the exception of the vehicle support facility and the overall lack of a more intensive development Alternative. It would be appropriate for the County to support the Preferred Alternative with these additional comments.



Alternatives Newsletter

Saline Valley Warm Springs Management Plan/ Environmental Impact Statement

Letter from the Superintendent

Dear Friends,

The National Park Service is preparing a Saline Valley Warm Springs Management Plan and Environmental Impact Statement (Plan/EIS) for Death Valley National Park. Last spring and summer, we received more than 500 comments during the initial public scoping period for the Plan/EIS. We reviewed all of the comments and sincerely appreciate the public input.

The park is required by the National Environmental Protection Act (NEPA) to analyze a full range of reasonable alternatives. In this newsletter, you will find brief summaries of preliminary alternatives for the Plan/EIS, as well as the no-action alternative. These preliminary alternatives were developed using your comments from the public scoping process as a guide. The NPS planning team and cooperating agencies worked together to create four action alternatives that address the potential issues identified during the public scoping process.

Your review and comments on the preliminary alternatives will help us refine them and guide the planning team in developing alternatives to be analyzed in the Plan/EIS. Once fully developed, one of the alternatives could be selected as the National Park Service's preferred alternative or a new alternative could emerge that combines elements from some or all of the preliminary alternatives.

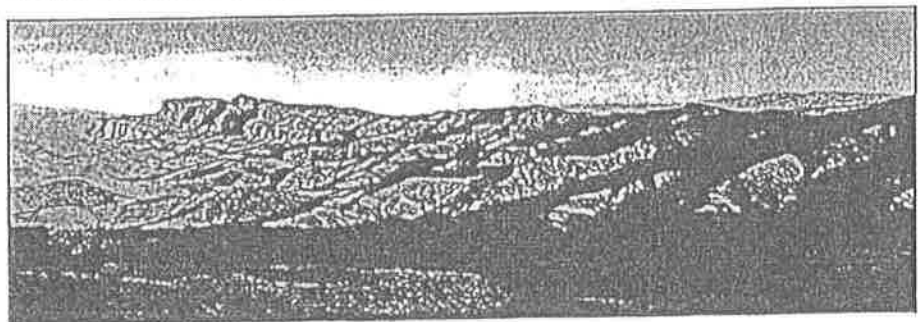
We invite you to review the preliminary alternatives and offer us your comments by mail or electronically through the National Park Service Planning, Environment, and Public Comment website at <http://parkplanning.nps.gov/deva>. We will be accepting your comments through March 28, 2014. In early February, we will be conducting public meetings to provide additional information, and to listen to your concerns and questions. You may also submit your comments at any of the three public meetings. A complete meeting schedule can be found on the back page of this newsletter.

We value your feedback during this process and look forward to reading your comments on these preliminary alternatives. Your participation is critical in the continuing development of the Plan/EIS.

Sincerely,

Kathy Billings

Kathy Billings, Superintendent
Death Valley National Park

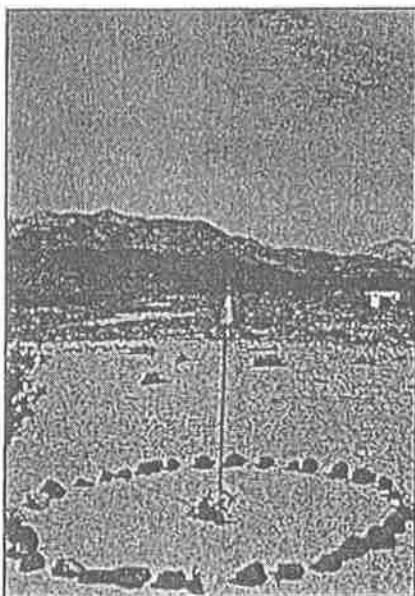


Purpose, Need, and Objectives of the Saline Valley Warm Springs Management Plan

Purpose

“Purpose” is an overarching statement of what the plan must do to be considered a success. The purpose of the Saline Valley Warm Springs Management Plan/EIS is to:

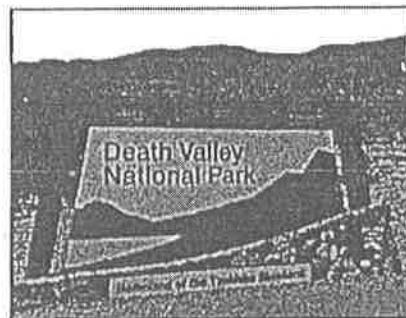
- Provide a framework for natural and cultural resources management at the Saline Valley Warm Springs area;
- Provide a framework for administration and operations at the Saline Valley Warm Springs area;
- Provide a framework for managing visitor use at the Saline Valley Warm Springs area;
- Provide guidance for Death Valley National Park managers as they work with the various stakeholders of the Saline Valley Warm Springs area; and
- Retain stewardship of the land and traditional Tribal uses.



Need

“Need” is an overarching statement why an action is required. It summarizes the most important points of the planning issues. The Saline Valley Warm Springs Management Plan/EIS is needed to:

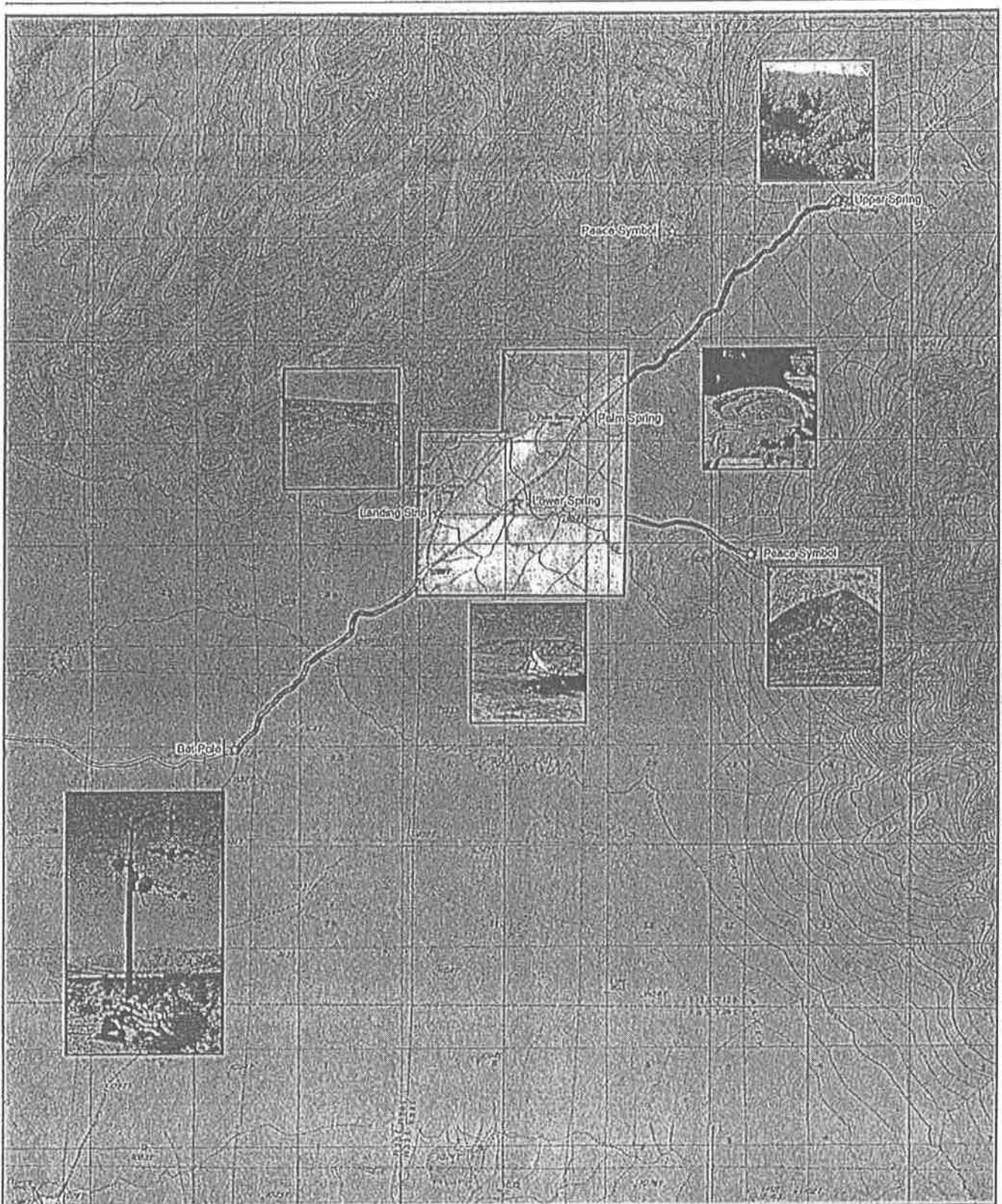
- Complete the management plan as directed in the park’s 2002 General Management Plan;
- Understand the visitor experience;
- Based on visitor use, identify desired future conditions for park resources;
- Direct resource management and protection actions;
- Address the control of exotic invasive species;
- Analyze options for the active restoration of Upper Spring to a natural condition;
- Establish maintenance capacity, responsibilities, and priorities;
- Reconcile existing practices and proposed actions with NPS policies; and
- Respond to changing conditions as a result of continued visitation.



Objectives

“Objectives” are goals that must be achieved to a large degree for the plan to be considered a success. Objectives of this Plan/EIS are to:

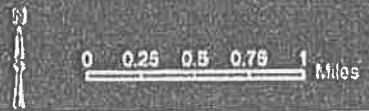
- Create a strategy for management of the area consistent with NPS mandates and policies;
- Provide for public health and safety;
- Ensure cooperation and coordination with the Timbisha Shoshone to understand existing issues and future planning;
- Understand and articulate the complex relationship between stakeholders and user groups;
- Develop environmental restoration objectives/plans/strategies;
- Provide a basis for protecting natural and cultural resources;
- Work with groups associated with the springs to manage this place in a manner where all members of the public feel welcome; and
- Provide a basis from which to respond to future conditions in Saline Valley.



Study Area

Legend

- ★ Spring
- ★ Local Feature
- ▬ Wilderness
- ▭ Warm Springs Study Area



No Action Alternative

The no action alternative would continue the current management of the area with no changes. Visitors would continue to be able to use the tubs and associated facilities, including car camping in the non-wilderness area and dispersed wilderness camping in wilderness areas. Camping areas would not be designated. Regulatory provisions contained in the Superintendent's Compendium would continue: no birthing in tubs, infants required to wear waterproof diaper, no pets in pools, no persons with infectious diseases in pools, etc. Maintenance of the tubs and associated facilities would continue to be carried out by the volunteer camp hosts and the user groups. The no action alternative could result in noncompliance with certain laws and regulations.



1960s Photo Courtesy of Saline Preservation Association

Minimum Management Alternative

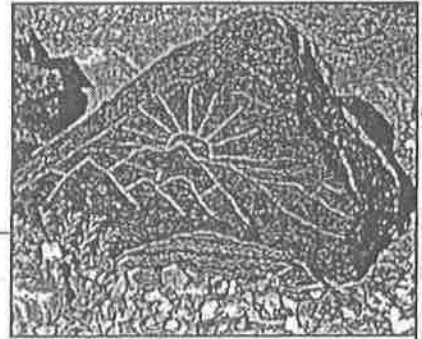
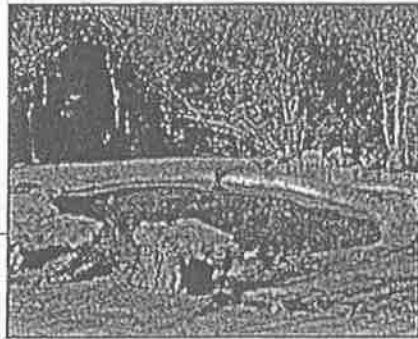
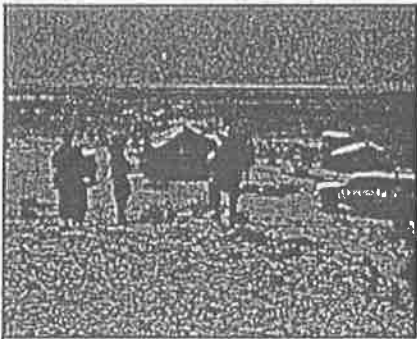
The goal of this alternative is to retain much of the current management of the area (no action alternative), while ensuring compliance with applicable public health regulations and the Superintendent's Compendium. NPS would ensure full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.



Community Engagement Alternative

This alternative seeks to engage user groups in the management of the area to provide visitors with the types of experiences they currently value while working cooperatively to protect park resources and ensure compliance with applicable public health regulations and the Superintendent's Compendium. The user groups would be engaged in carrying out many of the actions needed to protect human health and park resources. Agreements would be developed between the park and user groups to identify responsibilities for water quality monitoring, maintenance of facilities, maintenance of the airstrip, and protection of park resources.

Under this alternative, there would be full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.



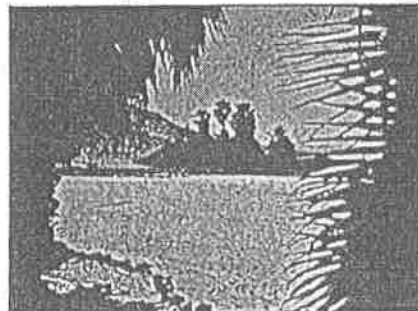
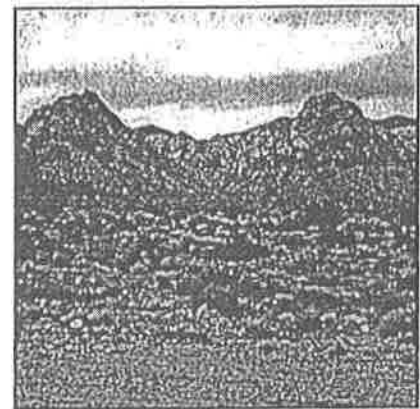
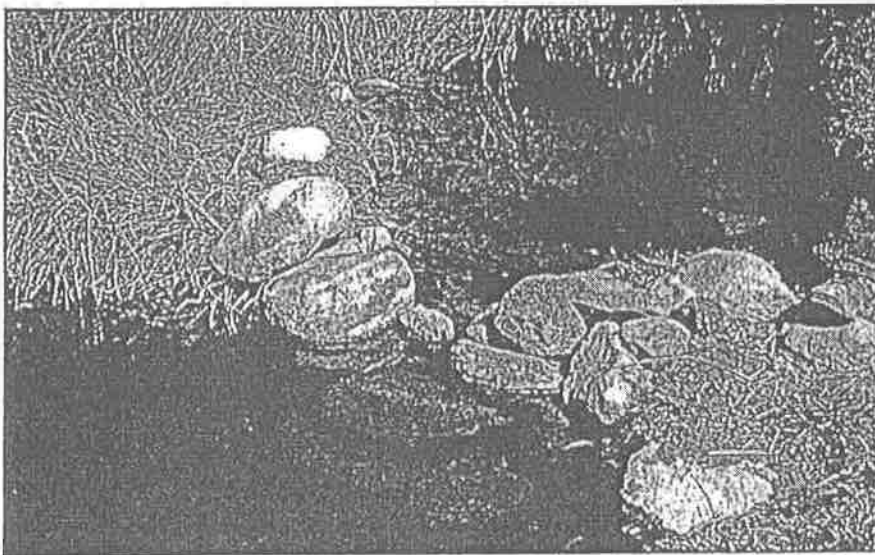
Recreation Management Alternative

This alternative allows for continued recreation at Saline Valley with some restrictions (including the Superintendent's Compendium), and more management responsibilities being borne by paid park staff. Additional infrastructure would be added to designate campsites and manage resource impacts. Activities that are currently carried out by the camp hosts and user groups would be the sole responsibility of paid park staff under this alternative. This alternative would require an increase in park staff time for management of Saline Valley to monitor source water quality, maintain the infrastructure and manage exotic plants.

Under this alternative, there would be full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.

Restoration Alternative

The goal of the restoration alternative would be to restore the springs as close as possible to their natural condition, with no or minimal development. The tubs and associated infrastructure would be removed, as would the airstrip. Camping would continue to be permitted but would be more restricted. The park staff would develop and implement a habitat restoration plan to remove exotic plants and restore native habitats. This plan would require extensive park staff support during implementation for education, enforcement, and restoration activities.





Section 106 Compliance

The NPS is integrating the National Environmental Policy Act (NEPA) compliance process with that for Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties through consultation among the agency, interested parties, and the public. NHPA considers historic properties, which include any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places. The NPS is using the NEPA documentation and coordination processes to comply with Section 106 pursuant to NHPA regulations in 36 CFR § 800.8(c). The agency and public involvement activities for the Plan/EIS fulfill the requirements of both NEPA and Section 106 of NHPA.

Guiding Questions for Public Comments

1. Do the alternatives or alternative elements address the objective statements on page 2? Please explain your perspective on how the alternatives or alternative elements do or do not address the objectives.
2. What other alternatives or measures could be implemented that are not already presented?
3. What additional information, concerns, or comments about the preliminary alternatives do you have?

Project Milestones Include:

- Public Review of Preliminary Alternatives
Winter 2013– Spring 2014
- Public Review of Draft Plan/EIS
Winter 2014– Spring 2015 (60 days)
- Release of Final Plan/EIS
Spring 2016
- Record of Decision
Spring 2016
- Implementation of the Plan
After Record of Decision



TABLE ES-1. ELEMENTS OF THE ALTERNATIVES

Notes:

The shaded cells in this table show the elements that were used to create the NPS preferred alternative. There are two elements without a shaded cell (Chicken Strip airstrip and feral burro access); for these elements, the preferred alternative incorporates actions that are not entirely captured in any of the other alternatives. Items identified in this table as NPS-provided, such as fire enclosures, would be distributed as funding allows.

Items in italics in this table are mitigation and/or restoration efforts required under each alternative. Users, volunteers, and park staff could engage in further restoration efforts under NPS management; however, the actions identified in this table are the minimum actions required under each alternative.

The no-action alternative and the regulatory compliance alternative present the minimum required actions for each element of these alternatives; however, visitors, volunteers, and park staff could use the warm springs area in a manner that would be more protective of the natural and cultural resources.

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Recreation					
Fees	<ul style="list-style-type: none"> • Park entrance fee applies 	<ul style="list-style-type: none"> • Park entrance fee applies • Overnight camping fee could be implemented in the future and would include an independent public process 	<ul style="list-style-type: none"> • Park entrance fee applies; campground host(s) check compliance • Overnight camping fee could be implemented in the future and would include an independent public process 	<ul style="list-style-type: none"> • Park entrance fee applies 	<ul style="list-style-type: none"> • Park entrance fee applies; campground host(s) check compliance • Overnight camping fee could be implemented in the future and would include an independent public process
Camping Permits	<ul style="list-style-type: none"> • Permit not required 	<ul style="list-style-type: none"> • Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) 	<ul style="list-style-type: none"> • Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) • A sign-in log would be maintained for campers 	<ul style="list-style-type: none"> • Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) 	<ul style="list-style-type: none"> • Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) • A sign-in log would be maintained for campers

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Camping Areas	<ul style="list-style-type: none"> No designated camp areas Unrestricted dispersed camping, including car camping in backcountry area 	<ul style="list-style-type: none"> No designated camp areas Unrestricted dispersed camping, including car camping in backcountry area 	<ul style="list-style-type: none"> Dispersed camping within designated camp areas defined by appropriate elements, such as delineation of roadways or signposts, with area use maps posted at the campground and online No camping within 200 feet of source springs Designated overflow walk-in camping areas with defined parking 	<ul style="list-style-type: none"> Dispersed camping No camping within 200 feet of water 	<ul style="list-style-type: none"> Dispersed camping within designated camp areas defined by appropriate elements, such as delineation of roadways or signposts, with area use maps posted at the campground and online No camping within 200 feet of source springs Designated overflow walk-in camping areas with defined parking
Campfires	<ul style="list-style-type: none"> User-created fire rings NPS-provided fire enclosures, grates, or grills 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal 	<ul style="list-style-type: none"> Removal of all fire enclosures and fire rings No campfires 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal
"Chicken Strip" Airstrip	<ul style="list-style-type: none"> Airstrip open for use Camping allowed at airstrip 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending Camping allowed at airstrip <i>Visitors required to pack out waste</i> 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending No camping allowed at airstrip Allow for additional airplane tiedowns with NPS approval 	<ul style="list-style-type: none"> Removal of the airstrip 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending Camping allowed at airstrip <i>Visitors required to pack out waste</i> Allow for additional airplane tiedowns with NPS approval

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Stewardship of Recreation Elements by NPS Partners	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs Agreement with user groups that may include activities such as invasive plant removal; monitoring of Upper Spring; campsite management; and protection of archeological resources and wilderness boundaries 	<ul style="list-style-type: none"> Contract with organizations for specified services related to protection of natural and cultural resources Chicken Strip airstrip removed from MOU with RAF 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs Agreement with user groups that may include activities such as invasive plant removal; monitoring of Upper Spring; campsite management; and protection of archeological resources and wilderness boundaries
Natural Resources					
Resource Stewardship	<ul style="list-style-type: none"> Consistent with resource stewardship throughout the park 	<ul style="list-style-type: none"> Consistent with resource stewardship throughout the park 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict use of the springs if damage to natural and cultural resources is observed Implementation of restoration measures, such as removing the water diversion piping at Burro Spring 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict access to the springs if damage to natural and cultural resources is observed 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict use of the springs if damage to natural and cultural resources is observed Implementation of restoration measures, such as removing the water diversion piping at Burro Spring

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Nonnative Vegetation	<ul style="list-style-type: none"> Minimal control of nonnative plants (e.g., trimming and hand pulling of young nonnative invasive palms is accomplished by volunteer camp host) 	<ul style="list-style-type: none"> <i>Remove nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> 	<ul style="list-style-type: none"> <i>Removal of nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> <i>Remove the lawn and allow the area to naturally revegetate or replant with native vegetation</i> <i>Engage tribes to incorporate traditional ecological knowledge</i> 	<ul style="list-style-type: none"> Removal of all nonnative species, including the lawn at Lower Spring Restoration with native species in natural distribution patterns Engage tribes to incorporate traditional ecological knowledge 	<ul style="list-style-type: none"> <i>Removal of nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> <i>Remove the lawn and allow the area to naturally revegetate or replant with native vegetation</i> <i>Engage tribes to incorporate traditional ecological knowledge</i>
Feral Burro Access	<ul style="list-style-type: none"> Minimal control (e.g., fencing to exclude feral burros from lawn at Lower Spring) 	<ul style="list-style-type: none"> Artistic fencing to surround the source springs at Lower and Palm Springs to prevent access to the water sources by feral burros 	<ul style="list-style-type: none"> Extension of the artistic wooden fencing around the tubs, source springs and riparian areas at Lower and Palm Springs to prevent access to water sources and vegetation by feral burros 	<ul style="list-style-type: none"> Installation of fencing around the warm springs area at the wilderness boundary to prevent access by feral burros 	<ul style="list-style-type: none"> Installation of fencing around the developed portion of the warm springs area to prevent access to water sources, vegetation, and campsites by feral burros

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Habituated Wildlife and Food Storage	<ul style="list-style-type: none"> Education to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles Education (including signage) to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles or food storage boxes Education (including signage) to prevent deliberate or inadvertent feeding of wildlife Installation of food storage box(es), if necessary 	<ul style="list-style-type: none"> Education to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles Education (including signage) to prevent deliberate or inadvertent feeding of wildlife
Cultural Resources					
Archeological Resources	<ul style="list-style-type: none"> NPS monitoring 	<ul style="list-style-type: none"> NPS monitoring 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards Increased education 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards Increased education
Historical Resources	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> <i>Documentation of and mitigation for the effects on elements of the proposed Saline Valley Warm Springs Historic Site</i> 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users If necessary, preparation of MOU with SHPO for any adverse effects to cultural resources

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Ethnographic Resources	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) Removal of all development and restoration to natural and ethnographic landscape 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) If necessary, preparation of MOU with SHPO and Timbisha Shoshone Tribe for any adverse effects to ethnographic resources
Bat Pole and Other Art	<ul style="list-style-type: none"> Identify and manage National Register of Historic Places (NRHP)-eligible art Restrictions on artwork not actively enforced 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness and backcountry area No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art 	<ul style="list-style-type: none"> Remove all artwork, including the bat pole Ongoing monitoring to prevent installations of new artwork 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness and backcountry area No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art
Infrastructure					
Vehicle Assistance	<ul style="list-style-type: none"> Continued vehicle repair by camp host 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Removal of vehicle repair support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Lower Spring Camp Host Site	<ul style="list-style-type: none"> Retain permanent housing, water feature, drainage ditch, plumbing, solar array, government vehicles and personal items 	<ul style="list-style-type: none"> Retain permanent housing, water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle 	<ul style="list-style-type: none"> Remove permanent housing; host would provide temporary housing Retain water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle 	<ul style="list-style-type: none"> Remove all elements of the camp host site 	<ul style="list-style-type: none"> Remove permanent housing; host would provide temporary housing Retain water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle
Toilet Management	<ul style="list-style-type: none"> NPS maintenance staff pumps vault toilets once or twice a year 	<ul style="list-style-type: none"> NPS maintenance staff or contractors pump vault toilets once or twice a year Encourage visitors to pack out waste Education on the benefits of packing out waste 	<ul style="list-style-type: none"> Vault toilets pumped as needed by NPS maintenance staff, by contractor, or by cooperative agreement with user group Encourage visitors to pack out waste Education on the benefits of packing out waste Additional toilets could be added to Lower Spring or Palm Spring, if necessary. 	<ul style="list-style-type: none"> Removal of vault toilets Visitors required to carry out human waste 	<ul style="list-style-type: none"> Vault toilets pumped as needed by NPS maintenance staff, by contractors, or by cooperative agreement with user group Encourage visitors to pack out waste Education on the benefits of packing out waste Additional toilets could be added to Lower Spring or Palm Spring, if necessary.

¹ Housekeeping policy: The grounds of the camp host site would be kept clutter free. The camp host would not make improvements to the camp host site and would not have more than two vehicles at the camp host site. As this is not a permanent residence, all items at the camp host site should be removable within a two-day notice. There should be no evidence of the host once he or she completes the camp host assignment.

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Dishwashing Stations	<ul style="list-style-type: none"> Dishwashing stations would be retained Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Removal of dishwashing stations 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable
Settling pond	<ul style="list-style-type: none"> Unfenced 	<ul style="list-style-type: none"> Fence settling pond 	<ul style="list-style-type: none"> Fence settling pond 	<ul style="list-style-type: none"> Removal of settling pond 	<ul style="list-style-type: none"> Fence settling pond
Maintenance of Tubs, Roads, and Infrastructure	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by users / camp host using large tires or other road drag 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> All development and modifications would be removed and the site restored No water diversion Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Spring Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³

² As per the 2002 GMP

³ As described in the Death Valley National Park Wilderness and Backcountry Stewardship Plan

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Accessibility	<ul style="list-style-type: none"> Tubs would not be altered to increase accessibility 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible. 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible. 	<ul style="list-style-type: none"> All facilities would be removed and the site restored. The site would be accessed in the same manner as all backcountry sites in the park. 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible.
Management					
Camp Host	<ul style="list-style-type: none"> Full-time camp host at Lower Spring Seasonal camp hosts at Palm Spring Continue with current camp host term 	<ul style="list-style-type: none"> Camp host(s) will be present Continue with current camp host term 	<ul style="list-style-type: none"> Camp host(s) will be present Camp host term would be one year/season with possible reinstatement; host must re-apply annually 	<ul style="list-style-type: none"> No camp host 	<ul style="list-style-type: none"> Camp host(s) will be present Camp host term would be one year with possible reinstatement; host must re-apply annually
Education	<ul style="list-style-type: none"> Some signs on campground boards Camp host disperses information 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information Interpretive program to include signs on campground boards and engagement by camp host on topics such as potential for flooding, Leave No Trace® camping practices, resource protection, visitor safety, relationship with the Tribe, and history of Saline Valley 	<ul style="list-style-type: none"> Minimal outreach and education as appropriate for undeveloped backcountry area 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information Interpretive program to include signs on campground boards and engagement by camp host on topics such as potential for flooding, Leave No Trace® camping practices, resource protection, visitor safety, relationship with the Tribe, and history of Saline Valley

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
State and Federal Regulations					
Recreational Water Usage	<ul style="list-style-type: none"> No water quality testing 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring 	<ul style="list-style-type: none"> Tubs would be removed and water from source springs would not be used for recreation purposes 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring
Hazardous Materials Storage	<ul style="list-style-type: none"> Use and storage on-site not compliant with regulations 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations 	<ul style="list-style-type: none"> Removal of all hazardous materials 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 30
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- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Scheduled Time | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Workshop – Dark Skies - possible regulation

RECOMMENDATION:

- Receive a presentation from Planning staff regarding Dark Skies;
- The presence of nuisance lighting; and,
- Provide comment and direction to staff on the matter of Dark Skies and potential development of an ordinance.

SUMMARY DISCUSSION: On June 12, 2018 your Board received a presentation regarding Dark Skies and the issue of light pollution within the County. In recent years Planning Staff has received concerns from the public about the decreasing darkness of the night sky as well as the existence of nuisance lighting. Over the past couple of years staff has worked to research and collect information on the matter. The County has a policy within the General Plan Conservation and Open Space Element requiring specific lighting and shielding, but code language regulating lighting compliance does not exist.

BACKGROUND: Staff has found that two main lighting issues exist within the County. The primary being that businesses are not applying for permits when installing and replacing outdoor signage, specifically illuminated and electronic signs that require Conditional Use Permits. The second is with regard to security and street lighting where people feel that lighting generated from neighboring properties is creating a nuisance. Much of the concern for darker night skies in the County has been derived by members of the public who are a part of the astrological group known as the Inyo County Dark Sky Group (ICDSG). In addition to the astrological group, staff has received concerns from residents who feel that neighbors, residential and commercial, have installed lighting or signage they consider being offensive or a nuisance.

The County’s General Plan policy regarding lighting (*Policy VIS-1.6 Control of Light and Glare*) states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than horizontal level) and which are sully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy has never been implemented, however, as there is no language in the County’s Zoning Ordinance related to lighting or the General Plan policy. . The Signs chapter (ICC 18.75) of the zoning ordinance describes which types of signs, more specifically, illuminated signs are principle permitted uses; permitted subject to planning director’s review; conditionally permitted; or, not allowed in specific zoning. This chapter, however, does not offer staff the ability to ensure compliance with the General Plan policy.

Staff has conducted research to better understand what types of offensive lighting products exist and what types of ordinances other agencies are using. Lighting products and systems vary tremendously. They range from street lighting, to personal home security, to illuminating advertising; the list is really quite long. Staff has also been working with the County’s lighting districts, Public Works Department,

Caltrans, DWP, and Southern California Edison to understand how many street lights exist within the County and what types of lights are being used to illuminate roadways.

As was presented to your Board on June 12th, offensive lighting is often considered LED (Light Emitting Diode) lighting which falls within the blue portion of the visible color spectrum. This is because it has been found to be the most damaging to the eye and nocturnal wildlife. Often times it is LED lighting which people go to for energy cost savings. The downside to LED's is that many of the marketed near daylight, ultra-bright lights are categorized into the blue light spectrum. In addition to the type of light bulb, installation of the light has become an issue. People are placing some of these extremely bright and potentially offensive bulbs into lighting fixtures which have lost or have no shielding at all. Without the use of a shield, emitted light has no protection against shining directly into the night sky, neighbor's windows, and into driver's eyes. This is often referred to as light pollution. Light pollution leads to light trespass onto neighboring properties and sky glow into the night sky.

Research was performed on other agencies' lighting ordinances. Some of the ordinances researched were short and concise and other voluminous. Many state that their intent is to minimize light pollution. This is often achieved by requiring review of lighting plans for new construction, limiting the type of light that may be installed, and requiring shielded downward facing light fixtures. Some of the unique features found within the ordinances researched are listed below:

1. Mono County and the Town of Mammoth Lakes both have similarly structured ordinances regulating dark skies and exterior lighting. Both state that their intent is to promote a safe, glare-free, and pleasant nighttime environment while protecting and improving safe travel, preventing nuisance lighting, and phasing out existing non-conforming fixtures. Their ordinances address new and existing outdoor lighting while offering exemptions to seasonal lighting, emergency agencies, temporary use for construction, and for regulatory agencies. The ordinances go into detail describing accepted forms of down lighting and shielding, offering visual examples for reference.
2. Kern County, Dark Skies Ordinance states that all additions or alterations of 50% or more on any property would require that all existing nonconforming lighting fixtures, on the entire property, be made to comply with their lighting regulations. Second, guidelines for a lighting curfew exist where all nonexempt outdoor lighting fixtures should be turned off between the hours of 11PM and sunrise. Finally, outdoor lighting plans are required to be submitted along with any application for a building permit within a commercial/industrial zoned district.
3. Riverside and San Diego County have developed lighting regulations based solely on the desire to keep sky glow and light trespass minimized within a 15 mile radii of observatories located within San Diego County. To achieve this they restrict the permitted use of outdoor light fixtures on private property. The County of San Diego, Planning & Development Services department also utilizes a map as a visual aide to better display areas within 15 mile radii of Laguna and Palomar mountains.

The County could develop lighting requirements and standards for all lighting uses if it chooses to do so. These types of potential regulations could also be applied to all new development by introducing a new section to the ICC. Staff believes that changes to the code should be minimal which will work to also keep them from being overbearing and cost prohibitive.

Your Board could choose to direct staff to work on changes to the County's code similar to those listed above; provide other recommendations; or to leave status quo. Any changes to the Zoning Code will require a process that would include, at a minimum, one Planning Commission Hearing and two Board of Supervisors' Hearings. Staff also recommends public workshops to gather information from the County's communities on what they would or would not like with respect to a lighting ordinance.

NEXT STEPS: Staff will use the Boards direction to work on the issue of Dark Skies in the County.

OTHER AGENCY INVOLVEMENT: Inyo County Building and Safety Department.

FINANCING: General fund resources are utilized to review and update the County's Zoning Code.

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

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



Date: 6/14/18