

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

November 6, 2018

AMENDED

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: County Administrator.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Clint Quilter, Acting County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

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: Meaghan McCamman, Assistant Director, and Tyler Davis, Office Clerk III, HHS; Justin Drew, Park Specialist, Parks & Recreation; Kody Nelson and Chuck Baker, Equipment Operators, Recycling & Waste Management; and Cheyanne Tu-Va Barlow, Public Safety Dispatcher, and Kristin Mullen, Animal Services Shelter Attendant, Sheriff's Office.

DEPARTMENTAL – PERSONNEL ACTIONS

9. **COUNTY ADMINISTRATOR – Information Services** – Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget, reclassify the Cadastral Technician, Range 61 (\$3,694 - \$4,486), in the Assessor's Office to a Geographic Information System (GIS) Analyst II, Range 72 (\$4,787 - \$5,815), in the County Administrator's Information Services Department effective November 15, 2018.
10. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Specialist III exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) HHS Specialist III at Range 57 (\$3,363 - \$4,086).
11. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Registered Nurse exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Registered Nurse at Range 78 (\$5,518 - \$6,705).
12. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker II exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker II at Range 67 (\$4,253 - \$5,163).
13. **PROBATION** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Legal Secretary I/II exists in the General Fund, as certified by the Chief Probation Officer and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Legal Secretary I at Range 56 (\$3,292 - \$3,994) or a Legal Secretary II at Range 60 (\$3,612 - \$4,387), depending on qualifications, and authorize up to the E step for a qualified lateral applicant.
14. **PROBATION** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Deputy Probation Officer I/II exists in the General Fund, as certified by the Chief Probation Officer and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Deputy Probation Officer I at Range 67 (\$4,008 - \$4,962) or a Deputy Probation Officer II at Range 70 (\$4,391 - \$5,341), depending on qualifications, and authorize up to the E step for a qualified lateral applicant.
15. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) APAR Shelter Assistant exists in the General Fund, as certified by the Sheriff and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) APAR Shelter Assistant (APAR 1-19.99), Range 42PT (\$12.75/hr. - \$15.52/hr.).

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

16. **COUNTY ADMINISTRATOR – Information Services** – Request Board authorize payment of Invoice No. 0068657 from Thomson Reuters in an amount not to exceed \$18,445.72 for travel-related expenses in support of on-site Property Tax Management System (PTMS) implementation and training in August and September 2016.

17. **COUNTY ADMINISTRATOR – Information Services – Information Services** – Request Board authorize payment in an amount not to exceed \$18,523.20 to CDW-G for the purchase of Microsoft SQL Server database license to support the new version of the Thomson Reuters Aumentum Property Tax Management System (PTMS).
18. **SHERIFF** – Request Board authorize prior-year payments to the following payees in the following amounts, for a total amount not to exceed \$28,178.98:
- \$576.00 to Hernandez, Christian for per diem
 - \$234.56 to Kapturkiewicz, Joseph for mileage
 - \$96.00 to Madera, Brian for per diem
 - \$8,044.40 to Murphy, Michael for mileage and per diem
 - \$96.00 to Nicholson, Joshua for per diem
 - \$352.00 to O’Grady, Lindsay for per diem
 - \$3,872.00 to Perez, Irving for per diem
 - \$788.20 to Perez, Perl for per diem and mileage
 - \$184.00 to Rhoads, Nikolaus for per diem
 - \$69.44 to Santana, Hector for fuel reimbursement
 - \$4,077.96 to Vega, Estaban for mileage and per diem
 - \$5,382.00 to Riverside Community College for academy registration
 - \$232.48 to Mountain Investments for June utility reimbursement
- 18a. **SHERIFF** – Request Board approve a Memorandum of Understanding between the County of Inyo and Bishop Unified School District for the “After School Shelter Dog Project” for the period of November 6, 2018 through December 21, 2018 and February 25, 2019 through April 18, 2019.
19. **BOARD OF SUPERVISORS – Chairperson Totheroh** – Request Board designate from among its membership a delegate and alternate to serve on both the Rural County Representatives of California (RCRC) Board of Directors and RCRC’s Golden State Finance Authority Board of Directors for 2019.
20. **TREASURER-TAX COLLECTOR** – Request Board: A) adopt Resolution No. 2018-46 to join the California Cannabis Authority (CCA); B) authorize the Chairperson to execute the CCA Joint Exercise of Powers Agreement; C) appoint a County representative and an alternate to serve on the CCA Board of Directors; and D) direct staff to take additional action, as needed.
21. **PLANNING** – Request Board: A) discuss and provide direction to staff on the continuation of the Natural Resource Advisory Committee (NRAC); and B) potentially extend the term of the NRAC for three years.
22. **AG COMMISSIONER – Eastern Sierra Weed Management Area** – Request Board: A) ratify and approve the contract between the County of Inyo Department of Agriculture – Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services, in the amount of \$342.99, for services completed on July 6, 2018; B) approve the contract between the County of Inyo Department of Agriculture – Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services, in an amount not to exceed \$4,500, for the period of January 1, 2019 to June 30, 2021; and C) authorize Nathan Reade, Agricultural Commissioner, to sign the contracts on behalf of the County of Inyo Department of Agriculture.
23. **HEALTH AND HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board ratify and approve Amendment No. 1 to Standard Agreement for Contract Number AP-1819-16 between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$88,424 for a total contract amount of \$856,436; and authorize the HHS Director to sign.
24. **SHERIFF** – Request Board adopt Resolution No. 2018-47, titled, “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving Sheriff’s Office Records Retention Schedule” (*4/5ths vote required*).
25. **PUBLIC WORKS** – Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, Section 22050 (C) (1), request Board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility (*4/5ths vote required*).

26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board: A) review the proposed Federal Fiscal Year 2018 Emergency Management Performance Grant Program Application and, if deemed acceptable; B) approve the submittal of the Federal Fiscal Year 2018 Emergency Management Performance Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving a resolution titled, “Governing Board Resolution No. 2018-48;” and C) authorize the Chairperson to sign the Resolution Addendum letter.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
29. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
30. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
31. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
32. **CLERK OF THE BOARD** – Request Board approve the minutes of the special Board of Supervisors meeting of August 28, 2018 and the regular Board of Supervisors meetings of September 4, 2018, September 11, 2018, and September 25, 2018.

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

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

33. ***PUBLIC COMMENT***

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATION

34. **Treasurer-Tax Collector** – Treasury Status Report for Quarter Ending September 30, 2018.
35. **Department of Alcoholic Beverage Control** – Application for Person-to-Person Transfer of On-Sale Beer and Wine License from Claudine Meylemans to Saloua Berguem for The Grill, 446 S. Main St., Lone Pine, CA.
36. **Department of Alcoholic Beverage Control** – Application for Premise-to-Premise and Person-to-Person Transfer of Off-Sale Beer and Wine License from Fresh & Easy LLC to Independence Stations, Inc. at 130 S. Edwards St., Independence, CA.



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: County Administrator – Information Services/Personnel Department

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Reclassification of the Cadastral Technician to a GIS Analyst II

DEPARTMENTAL RECOMMENDATION:

Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget reclassify the Cadastral Technician, Range 61 (\$3,694-\$4,486) in the Assessor Office to a Geographic Information System (GIS) Analyst II position, Range 72 (\$4,787-\$5,815) in the County Administrator's Information Services Department effective November 15, 2018.

SUMMARY DISCUSSION:

The Assessor currently has one Cadastral Technician I position that provides Cadastral services (Assessor-specific GIS mapping services) for the Assessor's office, among other things. IS has one GIS Analyst IV position that provides GIS-related services to all County Departments requesting such services.

After several discussions with the Assessor regarding their decreasing need for a full-time Cadastral Technician position, and after discussions with the Emergency Services Coordinator, the Water Department Director, and the current GIS Analyst IV in IS, IS feels that having an additional GIS Analyst position in the department could greatly benefit the County. This would allow for a consolidated and coordinated approach to GIS support for the County and for expanded GIS support to meet the ever-growing need for GIS services.

The responsibilities of the GIS team in IS would expand to provide Cadastral-related services for the Assessor as a priority, to develop GIS tools for emergency planning and emergency response, and to assist the Water Department in any GIS needs that arise as a result of a recent retirement.

ALTERNATIVES: Your Board could choose to direct Staff to advertise and fill the position through a competitive recruitment, or to not fill this GIS Analyst position.

OTHER AGENCY INVOLVEMENT: Personnel, Information Services, Assessor, Emergency Services Coordinator and Water Department were involved in verifying operational needs, and Information Services and Personnel Services collaborated in developing this request.

FINANCING: Funding for the GIS Analyst I/II position is budgeted in the approved Information Services FY 2018-2019 budget [011801 – including all related Salary and Benefit object codes],

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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>J</u> Date <u>10/31/18</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: Oct 31, 2018
(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)



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: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **November 6, 2018**

SUBJECT: Request to hire one full time Health and Human Services (HHS) Specialist III in the HHS Adult Social Services Division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the Acting County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one HHS Specialist III at Range 57 (\$3,363 - \$4,086).

ACTING CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An HHS Specialist III in our Adult and Children's Social Services Division recently accepted a position with the HHS FIRST program, resulting in a vacancy. The HHS Specialists perform many vital duties within the Adult Social Services Programs. This position has the primary responsibility for providing support to the Adult Social Services division, including data management of In Home Supportive Services (IHSS); providing Information and Assistance services for Inyo and Mono counties through ESAAA; accepting and tracking outcomes of reports of suspected abuse or neglect of elderly and dependent adults and assisting with IHSS reassessments. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult Social Services Division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of our elderly/dependent adult populations. This position also provides some entry level case management support to the Adult Social Services program, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire a Health and Human Services Specialist III in the Adult Social Services Division

ALTERNATIVES:



Your Board could choose not to authorize the hiring of the HHS Specialist III position. This would severely impact the division's ability to perform the mandated duties of the division, maintain timely data entry and reporting in Adult Social Services and IHSS and to provide support to the social work staff in Adult Services.

OTHER AGENCY INVOLVEMENT:

Courts, Law Enforcement, Probation, Schools, Public Health, Mental Health, Toiyabe Family Services, local

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 80% in the Social Services Budget (055800) and 20% in the ESAAA Budget (683000) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
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>10/19/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>10/18/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Request to hire one full time Registered Nurse in the HHS Adult Social Services Division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the Acting County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Registered Nurse at Range 78 (\$5,518 - \$6,705).

ACTING CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The IHSS Registered Nurse in the Health and Human Services Adult Services Division recently accepted the Public Health Nurse position in the HHS Public Health and Prevention Division, resulting in a vacancy. The IHSS Nurse, who is primarily responsible for our IHSS program, conducting assessments and reassessments under regulatory guidelines, also provides support to our APS social workers as needed in the assessment of medical issues of persons referred to the APS program for investigation of possible neglect or abuse.

The Adult Services division provides an important safety net for our vulnerable adult populations and ensures the availability of a continuum of services to meet the needs of our aging, disabled and mentally ill populations.

The Department is respectfully requesting authorization to hire a Registered Nurse in the IHSS/Adult Social Services Division.

ALTERNATIVES:



Your Board could choose not to authorize the hiring of the Registered Nurse position. This would severely impact the department's ability to assess the medical needs in our IHSS and Adult Services Programs, as well as existing staff absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of elder and dependent adults due to increased workloads.

OTHER AGENCY INVOLVEMENT:

Superior Court, California Department of Aging, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department and District Attorney.

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
COUNTY COUNSEL: n/a	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	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>10/29/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>J</u> Date: <u>10/25/18</u>

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



Date: 10/30/18



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: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Request to hire a Social Worker II in the Adult Social Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position of Social Worker II, exists in the non-General Fund Social Services budget as certified by the Health and Human Services Director and concurred with by the Acting County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker II at a Range 67 (\$4,253 - \$5,163).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Adult Social Services program recently had a Social Worker I retire. This resulted in the program experiencing a vacant position that the agency is respectfully requesting to fill with a Social Worker II. The position being vacated primarily provides coverage of our Adult Protective Services (APS) program, which is charged with investigating and managing reports of abuse/neglect of our elder and dependent adult population, as well as the LPS Conservatorship investigations and case management functions. These functions not only provide a needed safety net for two very vulnerable populations, but also ensure that an effective continuum of services is available to our aging and disabled population. In addition, the position carries a small caseload of IHSS clients, providing initial assessment and annual reassessment services to the eligible clients. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The employee that is retiring will continue on payroll through December 31, 2018; however, she will no longer be reporting to work and fulfilling the functions of her position. The Department is requesting to concurrently employ the existing staff until her retirement and hire a new staff member to fill the daily functions of the position and fill the vacancy when available.

The Department is respectfully requesting authorization to hire a Social Worker II in the HHS Adult Social Services Program. As well as concurrently employ the retiring staff and the newly hired staff without changing the Department's authorized strength.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on





behalf of elder and dependent adults due to increased workloads.

OTHER AGENCY INVOLVEMENT:

Superior Court, Inyo County Senior Program, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department and District Attorney.

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
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>10/29/2018</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: <u>10/25/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/30/19
(Not to be signed until all approvals are received)



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: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Replacement Hiring of Legal Secretary I/II – Probation Department

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy:

- A) the availability of funding for the requested position comes from the General Fund, as certified by the Chief Probation Officer and concurred by the County Administrator and Auditor-Controller; and,
B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and,
C) approve the open recruitment and hiring of one (1) Legal Secretary at Legal Secretary I at Range 56 (\$3,227 - \$3,916) or Legal Secretary II at Range 60 (\$3,541 - \$4,301) and authorize up to the E step for qualified applicants depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to the recent vacancy of this position it is necessary to recruit for one (1) Legal Secretary. This vital position is responsible for office administrative activities and procedures; prepares legal documents; checks and reviews legal documents for completeness and conformance with established regulations and procedures; initiates and maintains case files; maintains control of flow of documents and calendars for court appearances; consults legal reference books to verify accuracy of documents; arranges information in the proper legal form; composes legal papers and documents for which general forms are available; assists in special projects; types and composes correspondence; sets up and maintains departmental legal records and files; reviews materials and correspondence and refers matters to attention of legal/management staff; maintains a variety of legal forms; handles and maintains the confidentiality of records and files; serves as receptionist, screening callers, providing information, answering complaints, or scheduling appointments.

ALTERNATIVES:

The Board could direct the Probation Department to continue without filling the vacant position.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor

FINANCING:

This is authorized/budgeted position in the Probation/General budget 023000.

<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 _____
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>10/22/18</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>✓</u> Date <u>10/22/18</u>

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



Date: 10/23/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Request to fill one (1) vacant Deputy Probation Officer I or II

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy:

- A) the availability of funding for the requested position comes from the General Fund, as certified by the Chief Probation Officer and concurred by the County Administrator and Auditor-Controller; and,
- B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicants; and,
- C) approve the open recruitment and hiring of one (1) Deputy Probation Officer at Deputy Probation Officer I at Range 67 (\$4,008 - \$4,865) or Deputy Probation Officer II at Range 70 (\$4,305 - \$5,236) and authorize up to the E step for qualified lateral applicants depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to the recent resignation of a Deputy Probation Officer (DPO) it is necessary to recruit for one (1) Deputy Probation Officer to fill this vacancy. It is the intent, if approved by the Board, to have an open recruitment in an effort to encourage qualified candidates throughout the state, including lateral transfer candidates from other jurisdictions.

ALTERNATIVES:

The Board could direct the Probation Department to continue without filling the vacant position; however, this is not recommended.

OTHER AGENCY INVOLVEMENT:

Personnel Department and Auditor/Controller's office.

FINANCING:

The position is authorized/budgeted in the Board approved 2018-19 Probation General budget 023100.

<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 _____
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>10/22/18</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>✓</u> Date <u>10/22/18</u>

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



Date: 10/23/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
15

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: November 06, 2018

Subject: Request to fill vacant APAR Shelter Assistant position.

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy;

1. The availability of funding for the requested positions comes from the General fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the positions, and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
3. Approve the open recruitment and hiring of (1) one Shelter Assistant position (APAR 1-19.99), Range 42PT (\$12.75/hr-15.52/hr);

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a recently vacated position, we have (1) one vacant part time Shelter Assistant position in the Animal Shelter. The part time Shelter Assistant is essential to the operation of the facility. Part time staff helps with day to day tasks and routine care of animals. The Sheriff's Office has an established list of applicants for this position.

ALTERNATIVES:

Your Board could choose to deny this request. This action is not recommended, denying the APAR position will increase overtime costs and require Animal Control Officers to cover the shelter duties impeding their ability to respond to service calls.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

This position is currently budgeted in the Board approved FY 2018-2019 Animal Services Budget 023900.



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: County Administrator – Information Services

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Thomson Reuters Travel Expenses for on-site Training in August & September, 2016

DEPARTMENTAL RECOMMENDATION:

Request your board authorize payment of Invoice #0068657 from Thomson Reuters in an amount not to exceed \$18,445.72 for travel-related expenses in support of on-site Property Tax Management System (PTMS) implementation and training in August and September, 2016.

SUMMARY DISCUSSION:

Section "8.5 Reimbursable Expenses" in the Master Agreement #CA2014.004 signed by your Board on December 18, 2012 identifies the County's obligation to reimburse Manatron (Thomson Reuters) for expenses incurred "in connection with the performance of Services," including travel-related expenses. For reasons that were not provided, this invoice was sent to us in May, 2018, nearly 2 years after the services were provided to the County.

The Auditor, Assessor and Treasurer/Tax Collector confirmed that the training activities identified in the invoice took place. After verifying that the County had not previously received an invoice for these travel-related expenses and that the County had not otherwise paid for these travel-related expenses, we contacted Thomson Reuters to verify the validity of this invoice and to provide some explanation of why we were receiving an invoice almost 2 years after the services were provided. Thomson Reuters did provide detailed expense claims for each person providing services during the timeframe identified, but did not provide a specific reason for the delay in sending us the invoice.

Thomson Reuters assured us that this is the last old invoice from the earlier Manatron PTMS project implementation that stalled in the fall of 2016.

Our current Thomson Reuters Aumentum PTMS implementation effort is underway and we are making good progress toward a go-live date of July 8, 2019.

ALTERNATIVES: Your Board can choose not to authorize payment of this, putting us at risk of breach of contract.

OTHER AGENCY INVOLVEMENT: The Auditor, Assessor and Treasurer/Tax Collector are primary PTMS project stakeholders.

FINANCING: Funds are available in the PTMS project budget 011804, object code 5265.

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>yes</u> Date <u>10/22/10</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 _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 23 OCT 10



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: SQL Server Database License Upgrade for PTMS

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize payment in an amount not to exceed \$18,523.20 to CDW-G for the purchase of Microsoft SQL Server database license to support the new version of the Thomson Reuters Aumentum Property Tax Management System (PTMS).

SUMMARY DISCUSSION:

The Microsoft SQL Server database license version that the County purchased in 2013 to support the earlier version of the Manatron (Thomson Reuters) PTMS does not support the current release of the software that we are implementing. In order for us to finish configuring and eventually use the newer Aumentum PTMS, we will need to license Microsoft SQL Server 2016. Though this license upgrade was not expected in the original project plan, the protracted timeline and subsequent changes to the PTMS software necessitated the new version of SQL Server.

We requested price quotes for the needed version of the Microsoft SQL Server database license from 3 different Microsoft resellers and selected the lowest-priced quote. There are no differences between any potential value added by the resellers, as the license will be added to our Microsoft Licensing portal and will not include assistance or support from the reseller.

ALTERNATIVES: Your Board could disapprove this request, but doing so would result in the County not being able to implement the Aumentum PTMS.

OTHER AGENCY INVOLVEMENT: This database license supports the Aumentum PTMS that impacts the Assessor, Treasurer/Tax Collector and the Auditor.

FINANCING: Funds are available in the PTMS project budget 011804, object code 5650.

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>yes</u> Date <u>10/29/2018</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 _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 14 copies of this document are required)



Date: Oct 29, 2018



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: Sheriff's Department

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Authorize prior year payments to multiple payees in the amount of \$28,178.98

DEPARTMENTAL RECOMMENDATION:

- A. Authorize payment to Gonzales, Julio in the amount of \$4173.94 for mileage and per diem
- B. Authorize payment to Hernandez, Christian in the amount of \$576.00 for per diem
- C. Authorize payment to Kapturkiewicz, Joseph in the amount of \$234.56 for mileage
- D. Authorize payment to Madera, Brian in the amount of \$96.00 for per diem
- E. Authorize payment to Murphy, Michael in the amount of \$8044.40 for mileage and per diem
- F. Authorize payment to Nicholson, Joshua in the amount of \$96.00 for per diem
- G. Authorize payment to O'Grady, Lindsay in the amount of \$352.00 for per diem
- H. Authorize payment to Perez, Irving in the amount of \$3872.00 for per diem
- I. Authorize payment to Perez, Perla in the amount of \$788.20 for per diem and mileage
- J. Authorize payment to Rhoads, Nikolaus in the amount of \$184.00 for per diem
- K. Authorize payment to Santana, Hector in the amount of \$69.44 for fuel reimbursement
- L. Authorize payment to Vega, Estaban in the amount of \$4077.96 for mileage and per diem
- M. Authorize payment to Riverside Community College in the amount of \$5382.00 for academy registration
- N. Authorize payment to Mountain Investments in the amount of \$232.48 for June utility reimbursement

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During an internal audit requested by new management, multiple unpaid accounts were discovered. Staff has diligently worked to compile a complete list to bring before you for approval; bringing all accounts up to date.

ALTERNATIVES:

Deny Authorizeing prior year payments and leave accounts with outstanding balances. Staff does not recommend this course of action, employees will be negatively impacted and we would weaken relationships with vendors that provide regular services to the county.

OTHER AGENCY INVOLVEMENT:

Auditor's office

FINANCING:

Funds are available in the Sheriff General budget (022700), Jail STC budget (022920) and Jail General Budget (022900), Travel (5331), General operating (5311) and utilities (5351)

APPROVALS

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>10/31/18</u>
---------------------	---

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

 Date: 11/1/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
18a

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: November 06, 2018

Subject: Approval of MOU between Bishop Unified School District and Inyo County.

DEPARTMENTAL RECOMMENDATION:

Request the Board approve a Memorandum of Understanding between the County of Inyo and Bishop Unified School District for the period of November 6, 2018 through December 21, 2018 and February 25, 2019 through April 18, 2019; and authorize Sheriff or designee to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Bishop Unified School District has once again requested to enter into an MOU for the "After School Shelter Dog Project." This program provides students with a firsthand look at the day-to-day operation of the Inyo County Animal Shelter. Students will be taught basic dog training and handling skills as well as social and emotional learning using shelter dogs as the theme.


ALTERNATIVES:

Your board could choose not to enter into this MOU and miss out on a valuable community partnership as well as a valuable learning opportunity for students.

OTHER AGENCY INVOLVEMENT:


County Counsel
Risk Management

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:  Date: 11/02/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


JARED SPARKS

Date: 11/02/18



"A Professional Service Agency"

MEMORANDUM OF UNDERSTANDING
BETWEEN
BISHOP UNIFIED SCHOOL DISTRICT
AND
INYO COUNTY

This Memorandum of Understanding ("MOU") is between the Bishop Unified School District ("District") and Inyo County acting through the Inyo County Sheriff's Office ("ICSO"), collectively known as Parties.

It is expressly understood and agreed by both Parties as follows:

I. Purpose.

The mutual goal of both Parties is to provide students at Palisades Glacier High School ("High School") an engaging after school elective that also benefits the quality of life for dogs currently residing in the Inyo County Animal Shelter. Four to eight students and two adults (one teacher and one dog training instructor) will work with carefully chosen canines three days a week for one hour to train dogs at the Inyo County Animal Shelter. The project will be called, "After School Shelter Dog Project" ("Project"). The Project is currently funded for two six-to-seven week blocks (one in the Fall and one in the Spring). This Project is set to begin in November 2018.

II. Term.

This agreement is effective from November 5, 2018 through December 21, 2018 and February 25, 2019 through April 18, 2019. Unless sooner terminated or cancelled pursuant to the provision of this agreement, the term shall be for these two six-to-seven week blocks and expire on April 18, 2019.

III. Scope of Service.

There are two components to the program.

The first is a hands-on component, with instruction and close supervision. The students will get a firsthand look at the day-to-day operation of the county animal shelter. They will also be taught some basic dog training and handling skills. The students will be paired with a shelter canine and use the above mentioned skills to increase the adoptability of "their" dog.

The second component will be using some of the Mutt-i-grees Curriculum in the classroom. This program was developed to provide lessons for students in grades 9-12 in social and emotional learning using shelter dogs as the theme. The teacher that will present this curriculum in the classroom will also be working with the students, dog trainer and shelter staff during the onsite portion of the elective.

IV. Consideration.

The only consideration for this MOU is the training opportunities for the students and the dogs.

V. Release.

Participation in the Project requires an authorized adult, whether parent or legal guardian, to sign an Inyo County Risk Management release of liability form prior to a student's participation in the Project.

VI. Indemnification.

The District shall hold harmless, defend and indemnify the County of Inyo and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this after school elective known as the "After School Shelter Dog Project," except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

VII. Termination.

Authority is granted to the Inyo County Sheriff, who may in his discretion:

1. Determine that the continuance of the Program in its totality is not in the best interest of the county, and cancel the Program at any time;
2. Cancel any particular training session by providing at least one (1) hour advance notice to the Program.

Authority is granted to the Program in its discretion, to advise the District at least one (1) hour in advance should conditions exist that require cancellation of training on a given day.

VIII. Notice.

Any and all notices, requests, demands, and other communications related to the Project under the terms of this MOU shall be in writing, except for the Parties' routine exchange of information and cooperation during the terms of the Project, and shall be addressed as follows:

District

Palisade Glacier High School
Attn: Katie Kolker
2001 Sugar Loaf Road
Big Pine, CA 93513

County

Inyo County Sheriff's Office
Attn: Tim Bachman
PO Drawer S
Independence, CA 93526

IX. Authority.

The signers of this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This MOU is subject to the approval of each Party's governing Board.

WHEREFORE, the Parties have entered into this Memorandum of Understanding on the 15th day of OCTOBER 2018.

Bishop Unified School District

Date Executed:

By:



Barry Simpson
BUSD Superintendent

Inyo County Sheriff's Office

Date Executed:

By:



Jeff R. Hollowell
Inyo County Sheriff

Approved as to form by:



Inyo County Counsel

PRIOR YEAR UNPAID INVOICES

GRAND TOTAL	\$ 28,178.98	\$ 28,264.31	\$ (85.33) Sparks
SHERIFF	\$ 12,662.32	;	54510.87 GL BAL
STC	\$ 15,282.10		46851 GL BAL
JAIL	\$ 234.56	\$ 28,178.98	-2977.57 GL BAL

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
GONZALEZ, JULIO	000000003345	11/6/2018	042918-051018	PD CO ACADEMY	\$ 736.00	
	051318-052518			CO ACADEMY	\$ 800.00	
	052818-061718			CO ACADEMY	\$ 1,152.00	
	061818-070618			CO ACADEMY	\$ 1,184.00	
	042918-070618			MILEAGE A&B	\$ 301.94	
TOTAL				GONZALEZ, JULIO	\$ 4,173.94	4173.94

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
HERNANDEZ, CHRISTIAN	000000003294	11/6/2018	100517-100617	CO ACADEMY	\$ 128.00	
	100917-101317			CO ACADEMY	\$ 288.00	
	101517-101717			CO ACADEMY	\$ 160.00	
TOTAL				HERNANDEZ, CHRISTIAN	\$ 576.00	576

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
KAPTURKIEWICZ, JOSEPH	000000002682	11/6/2018	050818-051218	MILE TACOPS RIFLE	\$ 255.06	
	050818-051218			LESS ADVANCE	\$ (20.50)	
TOTAL				KAPTURKIEWICZ, JOSEPH	\$ 234.56	234.56

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
MADERA, BRIAN	000000002762	11/6/2018	080416-080516	SDPD MEMORIAL SVCS	\$ 96.00	
TOTAL				MADERA, BRIAN	\$ 96.00	96

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
MURPHY, MICHAEL	000000003333	11/6/2018	100117-100617	PD BLEA ACADEMY	\$ 352.00	
	101017-101317			PD BLEA ACADEMY	\$ 256.00	
	101617-102017			PD BLEA ACADEMY	\$ 320.00	
	102417-102717			PD BLEA ACADEMY	\$ 256.00	
	103017-110317			PD BLEA ACADEMY	\$ 320.00	
	110617-111017			PD BLEA ACADEMY	\$ 320.00	
	111317-111717			PD BLEA ACADEMY	\$ 320.00	

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
			112017-112417	PD BLEA ACADEMY	\$ 320.00	
			112717-120117	PD BLEA ACADEMY	\$ 320.00	
			120417-120817	PD BLEA ACADEMY	\$ 320.00	
			121417-121517	PD BLEA ACADEMY	\$ 320.00	
			121817-122217	PD BLEA ACADEMY	\$ 320.00	
			122517-122917	PD BLEA ACADEMY	\$ 320.00	
			010118-010518	PD BLEA ACADEMY	\$ 320.00	
			010818-011218	PD BLEA ACADEMY	\$ 320.00	
			011518-011918	PD BLEA ACADEMY	\$ 320.00	
			012218-012618	PD BLEA ACADEMY	\$ 320.00	
			012918-020218	PD BLEA ACADEMY	\$ 320.00	
			020518-020918	PD BLEA ACADEMY	\$ 320.00	
			021118-021418	PD BLEA ACADEMY	\$ 192.00	
			21718	PD BLEA ACADEMY	\$ 64.00	
			021918-022318	PD BLEA ACADEMY	\$ 320.00	
			022618-030218	PD BLEA ACADEMY	\$ 320.00	
			030518-030918	PD BLEA ACADEMY	\$ 320.00	
			031218-031618	PD BLEA ACADEMY	\$ 320.00	
			031918-032218	PD BLEA ACADEMY	\$ 245.33	
			100117	MILEAGE A	\$ 138.24	
			32218	MILEAGE B	\$ 140.83	
			TOTAL	MURPHY, MICHAEL	\$ 8,044.40	8044.4

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
NICHOLSON, JOSHUA	00000002831	11/6/2018	080416-080516	SDPD MEMORIAL SVCS	\$ 96.00	
			TOTAL	NICHOLSON, JOSHUA	\$ 96.00	96

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
OGRADY, LINDSAY	00000003282	11/6/2018	042317-042817	PD BLEA ACADEMY	\$ 352.00	
			TOTAL	OGRADY, LINDSAY	\$ 352.00	352

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
PEREZ, IRVING	00000003365	11/6/2018	042918-051018	PD CO ACADEMY	\$ 736.00	
			051318-052518	PD CO ACADEMY	\$ 800.00	

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
			052818-061418	PD CO ACADEMY	\$ 1,120.00	
			061718-070618	PD CO ACADEMY	\$ 1,216.00	
			TOTAL	PEREZ, IRVING	\$ 3,872.00	3872

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
PEREZ, PERLA	000000003259	11/6/2018	100517-100617	PD CO ACADEMY	\$ 128.00	
			100917-101317	PD CO ACADEMY	\$ 288.00	
			101517-101817	PD CO ACADEMY	\$ 224.00	
			101817 MILEAGE A		\$ 148.20	
			TOTAL	PEREZ, PERLA	\$ 788.20	788.2

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
RHOADS, NIKOLAUS	000000003167	11/6/2018	090915-091215	PD FTO DESERT	\$ 184.00	
			TOTAL	RHOADS, NIKOLAUS	\$ 184.00	184

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
SANTANA, HECTOR	000000003314	11/6/2018	61118 FUEL REIM		\$ 69.44	
			TOTAL	SANTANA, HECTOR	\$ 69.44	69.44

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
VEGA, ESTABAN	000000003366	11/6/2018	042918-051118	PD CO ACADEMY	\$ 800.00	
			051318-052518	PD CO ACADEMY	\$ 789.34	
			052818-061418	PD CO ACADEMY	\$ 1,109.34	
			061718-062218	PD CO ACADEMY	\$ 352.00	
			062418-070518	PD CO ACADEMY	\$ 725.34	
			70518 MILEAGE B		\$ 301.94	
			TOTAL	VEGA, ESTABAN	\$ 4,077.96	4077.96

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
RIVERSIDE COMM COLLEGE T017260		11/6/2018	20181075	REG CO ACADEMY-GONZAL	\$ 598.00	
				REG CO ACADEMY-PEREZ	\$ 598.00	
				REG CO ACADEMY-VEGA	\$ 598.00	
			2017288	REG BLEA ACAD-REUTHER	\$ 1,794.00	

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
				REG BLEA ACAD-BIGHAM	\$ 1,794.00	
				RIVERSIDE COMM COLLEGE	\$ 5,382.00	5382
			TOTAL			

NAME	PEID	DATE	INVOICE	DESCRIPTION	AMOUNT	Column1
MOUNTAIN INVESTMENTS	T019698	11/6/2018	82118	JUNE UTIL IBEX PASS	\$ 232.48	
			TOTAL	MOUNTAIN INVESTMENTS	\$ 232.48	232.48

28178.98



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

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

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Selections of a delegate and alternate to represent Inyo County on the RCRC Board of Directors and RCRC's Golden State Finance Authority Board

DEPARTMENTAL RECOMMENDATION: Request Board designate from among its membership a delegate and alternate to serve on both the Rural County Representatives of California (RCRC) Board of Directors and RCRC's Golden State Finance Authority Board of Directors for 2019

SUMMARY DISCUSSION: The Rural County Representatives of California (RCRC) requires each of its member counties to confirm a Delegate and Alternate to serve on the RCRC Board of Directors every calendar year. In anticipation of the first RCRC Board meeting of 2019, scheduled for January 16 in Sacramento, the Board of Supervisors is being asked to make its 2019 confirmations this fall/winter so that they may be submitted to RCRC staff ahead of time. Supervisor Kingsley currently serves as Inyo County's RCRC Board of Directors delegate, and Supervisor Pucci serves as the alternate.

The Golden State Financial Authority, a program of RCRC, also requires confirmation of member counties' Delegates and Alternates for its Board of Directors. Traditionally, the same Supervisors selected to serve as the Delegate and Alternate for the RCRC Board of Directors are confirmed as the Delegate and Alternate for the Golden State Financial Authority.

ALTERNATIVES: Your Board could choose not to confirm new Board of Directors representatives for RCRC or the Golden State Financial Authority, but this is not recommended, as the confirmations are required of member counties.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 10-31-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 20

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Joint Exercise of Powers Agreement for California Cannabis Authority and Appointment of Representative.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

1. Adopt the attached Resolution to join the California Cannabis Authority (CCA); and
2. Authorize the Chairperson to execute the CCA Joint Exercise of Powers Agreement; and
3. Appoint a county representative to serve on the CCA Board of Directors, and one representative to serve as an alternate; and
4. Direct staff to take additional action, as needed.

SUMMARY DISCUSSION:

The CCA is a Joint Powers Authority (JPA) created by agreement between counties and sponsored by the California State Association of Counties (CSAC). The purpose of the organization is to develop and manage a statewide data platform that will gather, collect, and analyze information from a myriad of data sources into one resource, to help local governments ensure cannabis regulatory compliance and also provide necessary information to financial institutions that wish to work with the cannabis industry.

The CCA will collect and process cannabis permitting and taxation data from the State and from member jurisdictions. Cities and other public agencies will be allowed to participate in the JPA and access data, but will not be a part of the governance structure. The CCA will be funded by a fee to be developed by the JPA governing board, calculated for each entity, and dependent upon the total sales within the jurisdiction.

The data platform will aggregate data from multiple sources including cultivation sites, point of sale, taxation and socioeconomic data. By combining all of those data points, we will be provided with targeted data that ensures what is being reported and what is occurring truly coincide. The data platform can be used to ensure that adequate tax payments are being made; assist the Sheriff's Department and Code Enforcement Officers with "real time" information which will help with the speed of compliance; provide public health officials with product information, including product origin and product flow; and inform community planning efforts by understanding locations, concentrations and potential past or future land use patterns. In addition, as more jurisdictions use this tool and the platform is populated with new data, CCA members will have a broader picture of cannabis activity throughout the State and access to information outside their jurisdiction.

In addition to the cannabis and finance tracking aspects of the CCA, the CCA is also intended to help solve another industry problem related to banking. Because of the existing federally prohibited status of cannabis, most financial institutions (chartered at the federal level) are unable or unwilling to open accounts for operators in the cannabis industry, despite its legality in the State of California.

To work with cannabis related businesses ("CRB's), a financial institution must comply with the rigorous monitoring and reporting requirements needed to potentially utilize banking functions. Institutions must make sure that CRB's are not violating state laws or engaging in activities that the federal government considers law enforcement priorities. For each customer, financial institutions must complete special money laundering and suspicious activities reports. These are extensive requirements that demand significant amounts of staff time and data.

The CCA hopes to ease this burden by providing detailed information on each CRB to contracting financial institutions, formatted to fit the institution's regulatory reporting requirements. Providing financial institutions with comprehensive licensing and regulatory data is the single most important step that California can take to increasing banking among CRB's.

ALTERNATIVES:

Your Board may elect not to participate in the JPA. This is not recommended for several reasons. The data compiled by the JPA on the platform will close the circle for cannabis related transactions within the County. Pairing this platform with the functions of the Track and Trace program provides the County with the whole picture-truly from Seed to Sale. This real-time data would support the audit functions of this, and other departments, and would strengthen the County's ability to monitor and enforce the cannabis regulatory structure. Should the federal banking laws change in the future, Inyo County industry participants would be better positioned to immediately and legally enter the banking system.

OTHER AGENCY INVOLVEMENT:

CSAC and CSAC Finance Corp.

FINANCING:

CSAC has recommended that membership fees be paid by each city or county, and will be dependent upon the total sales within the jurisdiction. The current recommendation by CSAC would have each member agency pay a fee equal to 0.35 percent of sales (or \$350.00 per every \$100,000.00 in retail or cultivation sales) within the jurisdiction. As this is a new industry there is no historical data available to provide projected annual costs. While this is the current proposed model, it should be noted that the CCA Board of Directors must eventually decide how it will fund itself and this revenue model could be rejected.

The cost for the JPA is currently not budgeted. As mentioned in the 2018/19 Inyo County Budget Message, a Policy recommendation will be forthcoming governing the use of the cannabis related tax receipts. Funding the JPA could be a part of that Policy, should your Board choose to join. There are several options available for funding including, but not limited to the use of an Operating Transfer, CRB tax receipts, increase the CRB fees to include the costs of the JPA or a tax increase. Since the licensing of businesses, and the remittance of the tax, most likely will not occur before the end of the calendar year, the 2018/19 cost for participating in the JPA is minimal. Current receipts received from CRB's for the period January 1, 2018 to August 31, 2018 is just over \$22,500.00. The corresponding fee to the JPA for this amount would be \$78.75. The Treasurer-Tax Collector 2018-2019 annual budget will absorb all CCA JPA fees for this fiscal year.

<u>APPROVALS</u>	
BUDGET OFFICER:	<p>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></p> <p style="text-align: right;">Approved: _____ Date _____</p>
COUNTY COUNSEL:	<p>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></p> <p style="text-align: right;">Approved: _____ Date <u>07/20/18</u></p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>Yes</u> Date <u>10/10/18</u></p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 10/8/18
 (Not to be signed until all approvals are received)

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

****Includes: California Cannabis Authority Joint Exercise of Powers Agreement
CCA FAQ Sheet**

RESOLUTION #2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA CANNABIS AUTHORITY.

WHEREAS, in November 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA decriminalized the cultivation, possession, and use of cannabis for non-medical purposes for adults 21 years of age and older. Beginning on January 1, 2018, AUMA also decriminalized the sale and distribution of cannabis within a robust tax and regulatory scheme anchored by a “track and trace” system that cultivators, manufacturers, testers, distributors and dispensaries will be required to adhere in order to participate in the cannabis market; and

WHEREAS, in June 2017, the legislature approved, and the Governor signed SB 94 which conformed the Medical Cannabis Regulation and Safety Act and AUMA into a single system of state regulation and tax collection to improve consumer and public safety. Despite AUMA’s robust state regulatory and taxing regime, local governments play a significant front-line role in regulating cannabis commerce in their communities; and

WHEREAS, notwithstanding California’s decision to decriminalize commercial cannabis activities within robust regulatory and tax regimes, cannabis remains an illegal, Schedule 1 controlled substance under federal law. Consequently, banks and other financial institutions are hesitant to provide services to cannabis businesses, notwithstanding the number of states which have legalized some form of its use; and

WHEREAS, in order to strictly control the cultivation, processing, manufacturing, distribution, testing, and sale of cannabis in a transparent manner that allows state and local governments to fully implement and enforce a robust regulatory system, licensing authorities must have access to current, comprehensive data that not only identifies those individuals and entities engaged in cannabis commerce, but their transacting of cannabis business in the state as well; and

WHEREAS, the County shares with the state and other local governments a pressing need to coordinate an unprecedented growth of cash deposits in the short term, a need for comprehensive data regarding cannabis business activities and cannabis transactions in the short and long term, and a desire to effectively coordinate and implement robust regulatory oversight and tax regimes as well as reduce the burden on financial institutions to provide enhanced due diligence for cannabis customers; and

WHEREAS, a statewide joint powers authority entitled “California Cannabis Authority” (hereinafter “CCA”) has been established pursuant to the Joint Exercise of Powers Act (California Government Code section 6500 *et seq.*) as a cooperative effort among counties to facilitate state and local regulatory and tax programs of cannabis activities; and

WHEREAS, the County is a public agency qualified to become a member of the CCA by signing a counterpart to the CCA Joint Exercise of Powers Agreement (“Agreement”) and furnishing CCA with satisfactory evidence that such actions have been taken, as well as by adopting conforming changes to County ordinances necessary to implement the Agreement; and

WHEREAS, the County has determined that management of the tax administration, cash collection, data collection, analysis and sharing, and other regulatory activities related to cannabis will be enhanced by joining as a member of CCA and participating in the exchange of services, funding and information in the form and manner as provided in the CCA Bylaws.

NOW THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of Inyo does hereby:

1. Approve the Joint Exercise of Powers Agreement, attached hereto as Exhibit A, to join the California Cannabis Authority.
2. Authorize and direct the Chairperson of the Board of Supervisors to execute the Agreement on behalf of the County of Inyo, which will establish the County as a member of the CCA.
3. Appoint a primary representative of the County, to serve as a member of the Board of Directors of the CCA (“Authorized Representative”), and two representatives to serve as alternates.
4. Authorize and direct the Authorized Representative and all other proper officers and officials of the County to execute such other agreements, documents and certificates and to perform such other acts and deeds, as may be necessary or convenient to achieve the purposes of this Resolution and the transactions herein authorized.
5. Direct that fees paid to the CCA shall be established by the Board of Supervisors at a later date.
6. The Clerk of the Board shall forward a certified copy of this Resolution and an originally executed Agreement to:

Cara Martinson
California Cannabis Authority
1100 K Street
Sacramento, CA 95814

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 16th day of October 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA

Attest: Clint Quilter
Acting Clerk of the Board

By _____
Deputy

**JOINT EXERCISE OF POWERS AGREEMENT
DATED JANUARY 12, 2018**

**CREATING THE
CALIFORNIA CANNABIS AUTHORITY (“CCA”)**

**RELATING TO A COOPERATIVE EFFORT FOR THE SAFE, EFFICIENT, AND
COST-EFFECTIVE ADMINISTRATION AND TAXATION OF CANNABIS
ACTIVITIES IN CALIFORNIA**



A JOINT POWERS AUTHORITY

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JOINT EXERCISE OF POWERS AGREEMENT

This **JOINT EXERCISE OF POWERS AGREEMENT**, dated as of JANUARY 12, 2018 (this “Agreement”), is entered into by each Public Agency (as defined below) set forth on Schedule A hereto (the “Initial Members”). Terms used in this Agreement shall have the meanings given such terms in Article I, section 3 of this Agreement, unless otherwise defined.

RECITALS

WHEREAS, California voters first decriminalized the use of cannabis for medicinal purposes in 1996 with the passage of Proposition 215, leaving virtually all regulation to local governments.

WHEREAS, in 2015, the California legislature enacted a comprehensive regulatory framework for the licensing and enforcement of cultivation, manufacturing, retail sale, transportation, storage, delivery and testing of medicinal cannabis with the passage of the Medical Cannabis Regulation and Safety Act (MCRSA) (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).

WHEREAS, in November 2016, voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA decriminalized the cultivation, possession, and use of cannabis for non-medical purposes for adults 21 years of age and older. Beginning on January 1, 2018, AUMA also decriminalizes the sale and distribution of cannabis within a robust tax and regulatory scheme anchored by a “track and trace” system that cultivators, distributors and dispensaries will be required to adhere in order to participate in the cannabis market. California now joins Colorado, Oregon, Washington, Massachusetts, Nevada, Alaska, Maine, and the District of Columbia in legalizing recreational use of cannabis. In all, 29 states now authorize cannabis use, either for medicinal purposes, adult recreational use, or both.

WHEREAS, in June of 2017, the legislature approved, and the Governor signed, SB 94 (Committee on Budget and Fiscal Review) which conformed MCRSA and AUMA into a single system of state regulation and tax collection to improve consumer and public safety.

WHEREAS, although cannabis is cultivated in all 50 states, most domestically produced cannabis comes from California. In 2014, the United States Drug Enforcement Agency’s Domestic Cannabis Eradication Suppression Program eradicated 4.3 million plants in the United States; 2.68 million of which were grown in California.

WHEREAS, notwithstanding the significant increase in state regulation and taxation, California Counties continue to be the first stop for cannabis commerce in terms of both regulation and public safety as well as the front-line of cannabis regulatory enforcement.

WHEREAS, among California’s 58 Counties, a wide divergence of regulatory and taxing regimes has been enacted. Despite AUMA’s general decriminalization of adult-use cannabis, the commerce of cannabis, including cultivation, distribution, and dispensing is left to the initial approval of local governments.

WHEREAS, notwithstanding California’s decision to decriminalize the cultivation, distribution, and adult-use cannabis within robust regulatory and tax regimes, cannabis remains an illegal, Schedule 1 controlled substance under federal law. Consequently, banks and other financial institutions are hesitant to provide services to cannabis businesses, notwithstanding the number of states which have legalized some form of its use. Other non-cannabis related businesses also refuse to provide services to known cannabis businesses for fear of prosecution by the federal government.

WHEREAS, the cannabis industry is projected to grow to a \$25 billion industry in California by 2025, producing billions of dollars in state and local tax revenues, an expanded legal cannabis industry also increases demand for public resources to ensure the growth of legitimate business activities and minimize illegal ones.

WHEREAS, the lack of access to banks and other financial institutions means most cannabis commerce is conducted in cash. Cash businesses are notoriously more difficult to regulate and create significant public safety risks for state and local public safety officials, regulators, as well as those individuals and businesses engaged in commercial cannabis transactions. Moreover, the potential for tens of billions of dollars in commerce creates an irresistible allure for predatory business practices and increased opportunities for laundering and other illegal activities.

WHEREAS, so that state and local agencies can implement the voters' intent to legalize adult-use cannabis under a comprehensive state and local regulatory regime beginning January 1, 2018; and

WHEREAS, in order avoid duplicative costs and inevitable confusion among licensees, state and local regulatory agencies, and the public, and ensuring a regulatory structure that prevents access to minors, protects public safety, public health and the environment, as well as maintaining local control, it is necessary to provide for a single, statewide authority comprising county representatives to coordinate, and jointly administer where necessary, California's various state and local regulatory and taxing regimes in regard to cannabis; and

WHEREAS, in order to strictly control the cultivation, processing, manufacturing, distribution, testing, and sale of cannabis in a transparent manner that allows state and local governments to fully implement and enforce a robust regulatory system, licensing authorities must have access to current, comprehensive data that not only identifies those individuals and entities engaged in cannabis commerce, but their transacting of cannabis business as well; and

WHEREAS, in order to effectively implement state and local taxing regimes for cannabis related commerce, state and local officials must have access to current, comprehensive data that not only tracks and traces cannabis product through the chain of production to consumption, but also payments among commercial partners and to various state and local agencies, as well as sophisticated data analytics designed to support regulatory and tax compliance; and

WHEREAS, access by cannabis businesses to the banking system while vital, will require financial institutions be capable of ensuring cannabis customers neither engage in money laundering or inventory diversion, as well as ensure the cannabis business customer's overall compliance with state, local, and federal laws regarding virtually every aspect of the cannabis business; and

WHEREAS, access by cannabis businesses to the banking system will substantially reduce the difficulty of regulatory oversight and tax collection for federal, state, and local governments as well as substantially reduce the risk to public safety officials and the public at large. However, access to the banking system is predicated on substantial oversight by banks, which depends on transparent compliance by cannabis businesses with federal, state, and local laws; and

WHEREAS, state and local governments have a pressing need to coordinate an unprecedented growth of cash deposits in the short term, and a need for comprehensive data regarding cannabis business activities and cannabis transactions in the short and long term, and in order to effectively coordinate and implement robust regulatory oversight and tax regimes as well as reduce the burden on financial institutions to provide substantial oversight of cannabis customers, a statewide authority should be established as a cooperative effort among Counties to facilitate state and local regulatory and tax programs of cannabis activities.

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act" or the "Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each Member is a "Public Agency" as that term is defined in Section 6500 of the Act.

WHEREAS, the Act authorizes the Members to create a joint exercise of powers entity separate from the Members to exercise the common powers of the Members, as specified in this Agreement, and to act as administrator of this Agreement; and

WHEREAS, by this Agreement, each Member desires to create and establish the California Cannabis Authority ("CCA"), for the purposes set forth herein to exercise the powers provided herein and to act as administrator of this Agreement; and

WHEREAS, pursuant to this Agreement, CCA will coordinate, and to the extent authorized, administer, the Members' and Participants' duties and obligations in respect to laws pertaining to licensing, enforcement, and taxation of cultivation, manufacturing, retail sale, transportation, storage, delivery and testing of cannabis and cannabis related activities.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

ARTICLE I CREATION: PURPOSE, DEFINITIONS AND REPRESENTATIONS

Section 1 - Creation of CCA.

There is hereby created pursuant to the Act a public agency and entity to be known as the "California Cannabis Authority" (hereafter "CCA"). As provided in the Act, CCA shall be a public agency and entity separate and apart from the Members. The debts, liabilities, and obligations of CCA shall not constitute debts, liabilities, or obligations of the Members.

Section 2 - Purpose.

This Agreement is made pursuant to the Act to provide for the exercise by CCA of all those powers common to its Members and all additional powers authorized by the Act deemed necessary to fulfill the purposes of the Agreement. The purposes of the Agreement are:

- (a) to facilitate cash collection by Members and Participants from those engaged in cannabis businesses, for the payment of public taxes, fees, and charges imposed or required by CCA, Members, and/or Participants;
- (b) to provide regulatory and tax administration assistance regarding cannabis activities for any Member or Participant requesting such services;
- (c) to facilitate the collection, analysis, and exchange of data relating to cannabis business activities in order to support the regulatory and tax collection efforts of Members and Participants;
- (d) to coordinate regulatory and tax administrative practices for cannabis activities among Members and Participants;
- (e) to facilitate compliance by those subject to the regulatory and tax requirements of Members and Participants;

Section 3 - Definitions.

As used in this Agreement, the following terms shall have the following respective meanings unless the context otherwise requires:

“Act” shall mean Title 1, Division 7, Chapter 5 of the California Government Code (commencing with § 6500), the Joint Exercise of Powers Act, as it may be amended from time to time.

“Agreement” shall mean this Joint Exercise of Powers Agreement as it may from time to time be amended in accordance with the provisions hereof.

“Authority” or “CCA” shall mean the California Cannabis Authority created by and existing under the terms of this Agreement.

“Bad Faith” shall have the meaning set forth in Article V, section 3 hereof.

“Board of Directors” or “Board” shall mean the principal governing body of the CCA.

“CCA Data Server” means the comprehensive data and predictive analytics of cannabis activities in California collected, maintained, and produced by CCA in pursuit of the purposes of the Agreement.

“Disqualification” shall have the meaning set forth in Article II, section 6(b) hereof.

“Executive Committee” shall mean the Executive Committee of CCA’s Board of Directors.

“Initial Members” shall mean those Counties constituting the first signatories of the CCA identified by Schedule A attached hereto.

“Members” shall mean the Initial Members and each Public Agency that becomes a Member pursuant to the terms of Article I, section 4 hereof. Members shall only include counties, or a city and county, which are legal subdivisions of the State.

“Participant” means a Public Agency, including an agency of the State or a department or agency of a county, or city and county, whether or not the county, or city and county, is a Member, who duly executes and delivers to the CCA a Participant Agreement, either to administer their regulatory and/or tax compliance program(s) or for access to CCA’s Cannabis Data Server for purposes of regulating and/or taxing cannabis activities in their jurisdiction or for related law enforcement purposes within their jurisdiction. A Participant shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors.

“Participant Agreement” is a contract between CCA and a Participant for the exchange of services, funding, and information, in the form and manner as provided in the Bylaws.

“Public Agency” shall have the meaning given to such term from time to time in Section 6500 (or any successor or amended provision) of the Act.

“Ralph M. Brown Act” shall mean Title 5, Division 2, Part 1, Chapter 9 of the California Government Code, as it may be amended from time to time.

Section 4 - Addition and Withdrawal of Public Agencies as Members.

(a) Addition of Members. A Public Agency qualified to become a Member may do so by taking appropriate action to authorize and approve the execution and delivery by such Member of this Agreement, signing a counterpart of this Agreement and furnishing CCA with satisfactory evidence that such actions have been taken, as well as by adopting conforming changes to their ordinances necessary to implement the Agreement.

(b) **Withdrawal.** A Member may withdraw from this Agreement upon written notice to the Secretary of the Board. The Secretary of the Board shall forward a copy of such written notice of withdrawal to the Treasurer and the remaining Board members. Any such withdrawal shall be effective only upon receipt of the written notice of withdrawal by the Secretary of the Board who shall acknowledge receipt of such notice of withdrawal in writing to such withdrawing Member and shall file such notice as an amendment to this Agreement effective upon such filing. The withdrawal of any Member from this Agreement shall not affect this Agreement or the Members' obligations hereunder.

(c) **List of Members.** Schedule B sets forth a list of all Members and shall be amended from time to time upon additional Public Agencies becoming Members and upon Public Agencies withdrawing as Members.

Section 5 - Representations, Warranties, Covenants and Agreements of the Members.

Each Member represents, warrants, covenants and agrees to and with CCA and the other Members, but only as to itself, as follows:

(a) **Organization as Public Agency.** The Member is duly organized and validly existing as a Public Agency with the common powers referred to in the recitals hereof, and each of the recitals hereof is true as it relates to such Member. The Member has full legal right, power, and authority to enter into this Agreement, to observe and perform its obligations hereunder and to become a Member hereunder. By all necessary official actions the Member has duly authorized and approved the execution hereof and the observance and performance of its obligations hereunder.

(b) **Binding and Enforceable.** This Agreement constitutes a legal, valid, and binding obligation of the Member enforceable against the Member in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, or equitable principles relating to or limiting creditors rights generally, and by the application of equitable remedies in appropriate cases.

(c) **Exercise of Authority.** This Agreement represents an expression by the Members that the CCA shall exercise any power common to the contracting parties, including but, not limited to, requesting and receiving access to or information contained within the state track and trace database or other state cannabis related information depository pursuant to Business and Professions Code Section 26067(b)(7).

Section 6 - Member Responsibilities.

- (a) Each Member Agency shall make timely contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement.
- (b) Each Member Agency shall provide the CCA with all requested information, access to records, and other assistance in order to fulfill the purposes of the CCA under this Agreement.
- (c) Each Member Agency shall in all ways cooperate with and assist the Authority in all matters relating to this Agreement and comply with the Bylaws and the policies, procedures and rules promulgated by the Authority.
- (d) Adopt or amend ordinances to require persons engaged in commercial cannabis, as a condition of their license, permit, or other authorization to operate, to comply with any and all requirements imposed by CCA on commercial cannabis operators or operations, including the payment of any levies, charges, or other exactions of any kind.

ARTICLE II GOVERNING BOARD

Section 1 - Board of Directors.

The CCA shall be governed by a Board of Directors which shall be composed of representatives of those Member Agencies who have exercised their right to participate on the Board of Directors. Each Member Agency shall be entitled at any given time to appoint one member and one or more alternate member(s) of the Board of Directors, each of whom shall be an officer, director, or employee of the appointing Member Agency. At any meeting of the Board of Directors, each duly appointed member, or in the member's absence, one of the alternate members as determined by the Member Agency, shall have one vote on behalf of his or her Member Agency.

Section 2 - Powers of the Board of Directors.

(a) The Member Agencies, acting through the Board of Directors, shall retain overall responsibility for governance of the CCA, including the right to exercise all powers of the Authority not delegated to other persons or bodies of the CCA.

(b) The Board of Directors shall have the following express powers, duties and responsibilities:

- i. Election of certain CCA officers and the members of its Executive Committee, except that vacancies occurring in those offices during their term shall be filled pursuant to Article III, section 4.
- ii. Approval of the annual budget of CCA.
- iii. Approval of amendments to this Agreement and the Bylaws.
- iv. The exercise of powers of the CCA, including promulgation of policies, procedures and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws, or otherwise.

Section 3 - Meetings of the Board of Directors.

- (a) The Bylaws of the CCA shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- (b) Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- (c) The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including one alternate in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws or other applicable provisions of law.
- (d) In addition, the Secretary shall cause notice of each meeting of the Board to be sent to each Member. The Secretary shall also cause minutes of all meetings of the Board to be

kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 4 - Committees.

The Board may create one or more committees and appoint Members or others to serve on such committees. Each committee shall consist of at least two Members. All committee members shall serve at the pleasure of the Board. The creation of a committee and appointment of Members to it shall be approved by a majority of the Board when the action is taken. The provisions of this Agreement which govern meetings, notice and waiver of notice, and quorum and voting requirements of the Board shall apply to committees of the Board as well.

Section 6 - Resignation and Removal.

(a) Resignation. Any member of the Board may resign by an instrument in writing signed by such Board member and delivered to the Secretary and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument.

(b) Disqualification. A member of the Board will cease to be qualified to serve as a member of the Board, and consequently as a member of the Executive Committee, in the event, and as of the date, such Board member dies, is judged incompetent, or is no longer a member of the governing body, officer, or personnel of a Member, or becomes incapable of performing the duties of the office of a member of the Board, a guardian or conservator is appointed for such Board member, or such Board member is otherwise disqualified from acting as a member of the Board by reason of applicable law (each, a "Disqualification").

(c) Removal of Board Members. Any member of the Board may be removed, with or without cause, by the action of two-thirds (2/3) of the Board of Directors.

(d) Removal by Court. The Superior Court of the County of Sacramento, California, may at the suit of any Member remove from office any Board or Executive Board member in case of fraudulent or dishonest acts or abuse of authority or discretion with reference to CCA and may bar from reelection as an Executive Committee member of CCA any Executive Committee member so removed for a period determined by the Court.

Section 7 - Manner of Acting.

Subject to the Ralph M. Brown Act and except as otherwise provided herein, any action required or permitted to be taken by the Board may be taken by a majority vote at a meeting of the Board (a quorum being present), or by a teleconference during which at least a quorum of the members of the Board Member participate from locations within California and which meets all other requirements of Section 54953 of the California Government Code.

Section 8 - Fees and Compensation.

Members may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by the Board. This Article II, Section 8 shall not be construed to preclude any Member from serving CCA in any other capacity as an officer, agent, employee, or otherwise and receiving compensation for those services.

Section 9 - Conflicts of Interest.

The Board shall adopt and, thereafter, maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Gov. Code § 87300, et. seq.) and regulations

adopted by the Fair Political Practices Commission (See generally, Cal. Code Regs., tit. 2, § 1870 et. seq.)

ARTICLE III OFFICERS AND THE EXECUTIVE COMMITTEE

Section 1 - Officers of the CCA.

The officers of CCA shall be the President, Secretary, and Treasurer (as defined below) and such other officers as the Board may determine whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law. Any number of offices may be held by the same person.

The President and Secretary shall be elected by the Board of Directors and shall serve two-year terms. None of the officers shall serve for more than two complete consecutive terms in his or her respective office. The terms of each office will ordinarily commence immediately following the first Board of Directors meeting of each odd-numbered calendar year except that if an election has not been conducted by that date, the terms shall commence as soon as the election has been held.

The Board shall elect one or more of the Members or employees to serve as treasurer, auditor, and controller of CCA (the "Treasurer") pursuant to Section 6505.6 of the Act. Except as may otherwise be specified by resolution of the Board, the Treasurer of CCA shall be responsible for safekeeping and disbursement of CCA assets, and, as such, shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Act.

Section 2 - Removal of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors by majority vote.

Section 3 - Resignation of Officers.

Any officer may resign at any time by giving written notice to the Board. Any resignation shall take effect as of the date of the receipt of that notice or at any later time specified in that notice, and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of CCA under any contract to which the officer is a party.

Section 4 - Vacancies in Offices.

A vacancy in any office because of death, resignation, removal or any other cause shall be filled in the manner prescribed herein for regular appointment to that office. The President may make temporary appointments to a vacant office pending action by the Board of Directors.

Section 5 - Fees and Compensation.

Officers may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by the Board.

Section 6 - The Executive Committee.

(a) The day-to-day business of the CCA will be conducted, directed, and supervised by an Executive Committee consisting of five members of the Board of Directors. Until such time as the

number of Members exceeds five, all members of the Board of Directors shall act as members of the Executive Committee.

(b) The Executive Committee shall have the powers, duties, and obligations granted to it by this Agreement, the Bylaws, and as delegated by the Board of Directors.

(c) The President Secretary, and Treasurer of the CCA shall serve as members of the Executive Committee. Two "at large" members of the Executive Committee shall be elected by a majority vote of the Board of Directors and shall serve terms of office as provided in the Bylaws.

(d) The President may create one or more committees and appoint members of the Board to serve on such committees. Each committee shall consist of at least two Members. All committee members shall serve at the pleasure of the President. The provisions of this Agreement which govern meetings, notice and waiver of notice, and quorum and voting requirements of the Board shall apply to committees of the Executive Committee as well.

(e) The Executive Committee shall hold regular meetings no less often than each month. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by the Executive Committee. The Secretary of CCA shall cause minutes of all meetings of the Executive Committee to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member who requests such copy in writing.

Section 7 - Manner of Acting.

Subject to the Ralph M. Brown Act and except as otherwise provided herein, any action required or permitted to be taken by the Executive Committee may be taken by a majority vote at a meeting of the Executive Committee (a quorum being present), or by a teleconference during which at least a quorum of the members of the Executive Committee Member participate from locations within California and which meets all other requirements of Section 54953 of the California Government Code.

Section 8 - Executive Director and Other Staff.

(a) The Board of Directors shall appoint an Executive Director who shall be responsible for the general administration of the business and activities of the CCA as directed by the Executive Committee. The Executive Director shall coordinate the activities of all consultants and staff of the CCA; shall be responsible for required filings by the CCA with the State of California; shall prepare all meeting notices, minutes and required correspondence of the CCA and shall maintain the records of the CCA; and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the CCA.

(c) Subject to the direction of the Executive Committee, the Executive Director shall provide for the appointment of such other staff of the CCA as may be necessary for the administration of the Authority.

(d) As determined by the Executive Committee, staff functions may be performed by employees of the CCA, by officers, directors and employees of Member Agencies and by agents, advisors and consultants retained under contract by CCA.

(e) The Executive Director and other staff of the Authority shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules

promulgated by the CCA and any contractual arrangements which may exist between the Authority and the respective person.

(f) Subject to any applicable contractual arrangements which may take precedence, the Executive Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the will and pleasure of the Executive Director.

Section 9 - Responsibilities for Funds and Property.

(a) The Treasurer shall have custody of and disburse CCA funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.5, the Treasurer shall:

- i. Receive and acknowledge receipt for all funds of CCA and place them in the treasury of the Treasurer to the credit of CCA.
- ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all CCA funds so held by him or her.
- iii. Pay any sums due from CCA, as approved for payment by the Executive Committee or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Treasurer. All warrants of CCA shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize imprest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument.
- iv. Verify and report in writing to the Board and to Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for CCA, the amount of receipts since the last report, and the amount paid out since the last report.

(c) Pursuant to Government Code Section 6505.1, the Executive Director, the Treasurer and such other persons as the Board of Directors may designate shall have charge of, handle and have access to the property of CCA.

Section 10 - Insurance Coverage.

CCA shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering the Treasurer and all other officers and staff of the CCA who are authorized to hold or disburse funds of the Authority, and all other officers and staff who are authorized to have charge of, handle, and have access to property of CCA.

CCA shall maintain such other insurance coverage on its activities as determined by the Executive Committee to be necessary and adequate.

ARTICLE IV POWERS

Section 1 - Powers of CCA.

CCA shall have the power, in its own name, to exercise the common powers of the Members referred to in the recitals hereof and to exercise all additional powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement.

Pursuant to Section 6508 of the Act, CCA shall have the power, in its own name, to do any or all of the following:

- i. to employ or contract with such persons as CCA may deem desirable for the transaction of the affairs of CCA, including such agents or employees as CCA considers appropriate;
- ii. to the extent permitted by applicable law, enter into joint ventures, partnerships and any other combinations or associations;
- iii. to incur debts, liabilities, and obligations and to encumber real or personal property;
- iv. to receive, acquire, hold, or dispose of real or personal property, contributions and donations of real, personal or intangible property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
- v. to use any and all financing mechanisms available to CCA, as permitted by law;
- vi. to levy and collect payments, fees, or other non-tax exactions of any kind, as permitted by law;
- vii. to sue and be sued in its own name, and to settle any claim against it. CCA shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to CCA or CCA property, and, out of CCA property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of CCA, in the exercise of its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Member, whether or not CCA or officer or employee be named individually therein or the subject matter arises by reason of business for or on behalf of CCA;
- viii. to receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property;
- ix. to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state, or local public agency;
- x. to invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, or held in trust for a Member or Participant;
- xi. to purchase, and pay for out of CCA property, insurance policies insuring the officers, employees, agents, Members, Participants, investment advisers, distributors, or independent contractors of CCA against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not CCA would have the power to indemnify such person against such liability;
- xii. to the extent permitted by applicable law, indemnify any person with whom CCA has dealings to such extent as CCA shall determine, including, without limitation, any administrator of CCA;
- xiii. to acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein;

- xiv. to receive, collect, and disburse moneys. Moneys, if collected on behalf of, or as agent of, a Member or Participant, shall be segregated from the funds of the CCA and held in trust and dispersed to the Member or Participant as soon as is reasonably practicable, net of any CCA charges, as determined by the policy of the Board of Directors;
- xv. to incur and pay any reasonable expenses that in the opinion of CCA are necessary or incidental to carry out any of the purposes of this Agreement;
- xvi. to finance the acquisition, construction or installation of real or personal property for the benefit of one or more Member Agencies through the sale of its revenue bonds, certificates of participation or other obligations and to enter into any agreement or instrument in connection with the execution, issuance, sale or delivery of such bonds, certificates of participation or other obligations;
- xvii. to collect all property due to CCA; to pay all claims, including taxes, against CCA property; to prosecute, defend, compromise or abandon any claims relating to CCA property; to foreclose any security interest securing any obligation by virtue of which any property is owed to CCA; and to enter into releases, agreements and other instruments;
- xviii. to lease, sell, convey or otherwise transfer title or rights to or an interest in real or personal property, including, but not limited to, property financed by the CCA for the benefit of its Members or other Public Agencies, and to enter into any agreement or instrument in connection with any such lease, sale, conveyance or transfer;
- xix. to exercise all powers of entities, such as the CCA, created under the Act including, but not limited to, those powers enumerated under the Marks-Roos Local Bond Pooling Act of 1985, as amended;
- xx. to determine and change the fiscal year of CCA and the method by which its accounts shall be kept;
- xxi. to adopt rules, regulations, policies, bylaws and procedures governing the operation of the CCA;
- xxii. to request from state licensing authorities access to or information contained within any state cannabis related database pursuant to Health & Safety Code Section 26067(b)(7).
- xxiii. to exercise other reasonable and necessary powers in furtherance or support of any purpose of the CCA or power granted by the Act, this Agreement or the Bylaws of the CCA;

Legal title to all CCA property shall be vested in CCA, except that CCA shall have power to cause legal title to any CCA property to be held in the name of any other person as nominee, on such terms as CCA may determine, provided, however, that the interest of CCA therein is appropriately protected.

CCA shall have power to delegate from time to time to officers, employees or agents of CCA the doing of such things and the execution of such instruments in the name of CCA or otherwise as CCA may deem expedient, to the same extent as such delegation is permitted by applicable law.

Section 2 - Approval Powers of Members.

The following matters alone shall require the approval of all or a certain percentage of the Members as provided herein:

- (a) termination of CCA as provided in Article VI.
- (b) merger, consolidation or sale of assets of CCA as provided in Article VI, section 4, and
- (c) such additional matters relating to CCA as may be required by this Agreement or as CCA may consider necessary or desirable. In addition, if a certain percentage approval is not specified herein, approval of at least a majority of the Members shall be required.

ARTICLE V LIMITATIONS OF LIABILITY OF MEMBERS, PARTICIPANTS, AND OTHERS

Section 1 - No Personal Liability of Members, Participants, and Others.

Except in the case of fraud or willful misconduct, no Member, Participant, no officer, employee or agent of CCA, acting in its capacity as a Member, Participant, officer, employee or agent of CCA, as applicable, shall be subject to any personal liability whatsoever to any person in connection with property or the acts, obligations or affairs of CCA, and all such persons shall look solely to CCA property for satisfaction of claims of any nature arising in connection with the affairs of CCA. Except in the case of fraud or willful misconduct, no Member, Participant, officer, employee, or agent, as such, of CCA who is made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The debts, liabilities and obligations of CCA shall not be the debts, liabilities and obligations of any Member, Participant, officer, employee or agent of CCA, unless otherwise provided in this Agreement; provided, however, that in such case, such debts, liabilities and obligations shall be limited to the value of CCA's assets.

Section 3 - Bad Faith.

No Member, Participant, officer, or employee of CCA shall be liable to CCA, or to any Member, Participant, officer, employee or agent thereof for any action or failure to act, except for his or her own bad faith, willful misfeasance, gross negligence, or reckless disregard of duty (collectively, "Bad Faith").

Section 4 - Indemnification from Third-Party Actions.

CCA shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of CCA) by reason of the fact that such person is or was a representative of a Member or Participant, an officer or employee of CCA, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if it is determined that such person acted in good faith and reasonably believed: (i) in the case of conduct in his or her official capacity as a representative of a Member or Participant of CCA, or officer or employee of CCA, that his or her conduct was in CCA's best interests, (ii) in all other cases, that his or her conduct was at least not opposed to CCA's best interests, and (iii) in the case of a criminal proceeding, that he or she had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in the best interests of CCA or that such person had reasonable cause to believe such person's conduct was unlawful.

Section 5 - Indemnification for Successful Defense.

To the extent that representative of a Member or Participant, an officer or employee of CCA has been successful on the merits in defense of any proceeding referred to in Article V, section 4 or in

defense of any claim, issue or matter therein, before the court or other body before which the proceeding was brought, such person shall be indemnified against expenses actually and reasonably incurred in connection therewith.

Section 6 - Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by CCA before the final disposition of the proceeding upon a written undertaking by or on behalf of the representative of a Member or Participant, an officer or employee of CCA, to repay the amount of the advance if it is ultimately determined that he or she is not entitled to indemnification, together with at least one of the following as a condition to the advance: (i) security for the undertaking; or (ii) the existence of insurance protecting CCA against losses arising by reason of any lawful advances; or (iii) a determination by the Executive Committee, or by independent legal counsel in a written opinion, based on a review of readily available facts, that there is reason to believe that such person ultimately will be found entitled to indemnification.

Section 7 - Exclusions and Limitations of Indemnification.

Notwithstanding the foregoing, no indemnification or advance shall be made under Article V, sections 4 to 6, for:

(a) Bad Faith. For any liability arising by reason of Bad Faith of a representative of a Member or Participant, or an officer or employee of CCA.

(b) Improper Personal Benefit. In respect of any claim, issue, or matter as to which a representative of a Member or Participant, an officer or employee of CCA, shall have been adjudged to be liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in such person's official capacity.

(c) Otherwise Prohibited. In any circumstances where it appears that it would be inconsistent with any condition expressly imposed by a court, any provision of this Agreement, or any agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification or advance.

(d) Limited to CCA's Assets. In any amount, individually or in the aggregate, that exceeds the value of CCA's assets. If there are concurrent indemnifications of multiple Participants under this Article V, such indemnifications shall be made on a pro rata basis up to the value of CCA's assets.

Section 8 - Obligations under Law.

Notwithstanding anything herein to the contrary, nothing herein is intended to relieve any Member or Participant of any obligation it has under State or Federal law to monitor, review, evaluate or provide oversight with respect to participation in CCA.

Section 9 - Required Approval.

No indemnification or advance shall be made under Article V, sections 4 to 6 unless and until it is determined, by a majority of the Executive Committee, or by independent legal counsel in a written opinion, based on a review of readily available facts, that indemnification of the representative of a Member or Participant, an officer or employee of CCA is proper under the circumstances because such person has met the applicable standard of conduct set forth in Article V, sections 4 to 6, as applicable, and such indemnification is not excluded by reason of Article V, section 7.

Section 10 - Insurance.

CCA shall purchase and maintain insurance on behalf of each representative of a Member or Participant, an officer, or agent of CCA against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, but only to the extent that CCA would have the power to indemnify such person against that liability hereunder, unless CCA determines that such insurance is not cost effective for CCA or is otherwise impracticable.

Section 11 - No Duty of Investigation and Notice in CCA Instruments.

No purchaser, lender, transfer agent, record keeper or other person dealing with any officer, employee or agent of CCA shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by such officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of such officer, employee or agent. Every obligation, contract, instrument, certificate, or other security of CCA and undertaking, and every other document executed in connection with CCA, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as officers, employees or agents of CCA. Every written obligation, contract, instrument, certificate, or other security or undertaking of CCA shall recite that it is executed by such officer, employee, or agent, not individually, but in the capacity as officer, employee, or agent of the CCA under this Agreement, and that the obligations of any such instruments are not binding upon any of the officers, employees, agents, Members or Participants individually, but bind only CCA property. However, the omission of such recital shall not operate to bind the officers, employees, agents, Members or Participants individually.

Section 12 - Reliance on Experts.

Each representative of a Member or Participant, an officer, employee, or agent of CCA, shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of CCA, upon an opinion of counsel, or upon reports made to CCA by any of its officers or employees or other experts or consultants selected with reasonable care by the Board of Directors, Executive Committee, officers, employees or agents of CCA.

Section 13 - Immunity from Liability.

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the representative of a Member or Participant, an officer, employee or agent of CCA, when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with CCA.

Section 14 - Further Restriction of Duties and Liabilities.

Without limiting the foregoing provisions of this Article V, the officers, employees, agents, Members and Participants of CCA shall in no event have any greater duties or liabilities than those imposed by applicable law as shall be in effect from time to time.

Section 15 - Prohibition Against Assignment.

Except as may be authorized by Article VI, section 2, no Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund or asset of the CCA.

**ARTICLE VI
DURATION, TERMINATION AND AMENDMENT**

Section 1 - Duration.

CCA shall continue without limitation of time but subject to the provisions of this Article VI.

Section 2 - Termination of CCA.

(a) By Vote. CCA may be terminated by a vote of not less than two-thirds (2/3) of the Members.

(b) Winding Up Activities. Upon the termination of CCA:

(i) CCA shall carry on no activities except for the purpose of winding up its affairs;

(ii) The Board shall proceed to wind up the affairs of CCA and all of the powers of CCA and the Board under this Agreement shall continue until the affairs of CCA shall have been wound up, including the power to fulfill or discharge the contracts of CCA, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of CCA property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all CCA property shall require approval in accordance with Article VI, section 4; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining CCA property, in cash or in kind or partly in cash and partly in kind, among the Participants according to their respective beneficial interests.

(c) Effect of Termination. After termination of CCA and distribution to the Participants as herein provided, the Board shall approve the execution of and lodge among the records of CCA an instrument in writing setting forth the fact of such termination.

Section 3 - Amendment Procedure.

This Agreement may be amended at any time by a two-thirds vote of the entire Board of Directors, provided, however, that:

(a) Any meeting at which an amendment is to be acted upon shall require thirty (30) days' prior notice of the proposal, with the specifics of the proposed amendment to be set forth in the notice; and

(b) No amendment which increases the liability or financial obligation of a Member Agency shall be approved without:

i. That Member Agency's consent; or

ii. That Member Agency being given the specific option to withdraw from the Authority.

(c) Certificate of Amendment. A certificate signed by the Secretary of CCA setting forth an amendment and reciting that it was duly approved by the Board and/or the Participants shall be conclusive evidence of such amendment when lodged among the records of CCA.

Section 4 - Merger, Consolidation and Sale of Assets.

To the extent permitted by law, CCA may merge into or consolidate with any other corporation, association, trust or other organization or may sell, lease or exchange all or substantially all of CCA's property, including its goodwill, upon such terms and conditions and for such consideration when and as authorized by a two-thirds vote of the entire Board of Directors.

ARTICLE VII RECORDS AND REPORTS

Section 1 - Maintenance and Inspection of Records.

The accounting books and records of CCA and the minutes of proceedings of the Board and the Participants shall be kept at such place or places designated by the Board or in the absence of such designation, at the principal executive office of CCA. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any Member or Participant at any reasonable time during usual business hours for a purpose reasonably related to the Member or Participant's interests as a Member or Participant, as applicable. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

Annual Budget. The Executive Committee shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration and approval. In the event a proposed budget is not approved by the Board, the CCA shall continue to operate using the budget figures from the previous fiscal year.

Funds and Accounts. As directed by the Executive Committee, the Treasurer of CCA shall establish and maintain such funds and accounts as may be required by law and good accounting practices. All funds of CCA shall be held in separate accounts in the name of CCA and not commingled with funds of any Member or Participant or any other person or entity. Separate accounts may be established and maintained from time to time as necessary or proper to manage the activities of CCA on behalf of its Members and Participant agencies.

Section 2 - Inspection by Members.

Every Member shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of CCA. This inspection by a Member may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 3 - Financial Statements and Audits.

Quarterly Report: A quarterly unaudited financial statement will be produced and distributed to all Member Agencies. CCA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

Annual Treasurer's Report: The Treasurer-Auditor, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board.

Annual Audit: Pursuant to Government Code Section 6505, the Authority shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the Authority, conforming in all respects with the requirements of that

section. A report of the audit shall be filed as a public record with the County Auditor of each Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE VIII - GENERAL MATTERS

Section 1 - Checks, Drafts, Evidence of Indebtedness.

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to CCA shall be signed or endorsed in such manner and by such person or persons as shall be designated from time to time by resolution of the Executive Committee.

Section 2 - Contributions and Advances.

Contributions, collections, or advances of public funds and of the use of personnel, equipment, or property may be made to the CCA by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case, shall be repaid, in the manner agreed upon by the CCA and the party making such advance at the time of such advance.

Section 3 - Execution of Instruments.

The Executive Committee, except as otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of CCA and this authority may be general or confined to specific instances; and unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind CCA by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4 - Fiscal Year.

The fiscal year of CCA shall be fixed and refixed or changed from time to time by resolution of the Board. The fiscal year of CCA shall initially end on June 30 of each year.

Section 5 - Principal Office.

The Board shall fix and, from time to time, may change the location of the principal executive office of CCA at any place within the State of California.

Section 6 - Accountability.

Pursuant to Section 6505 of the Act, CCA shall establish and maintain such funds and accounts as may be required by good accounting practice, and there shall be strict accountability of all funds and reports of all receipts and disbursements.

ARTICLE IX MISCELLANEOUS

Section 1 - Governing Law.

This Agreement is executed and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and construed according to the laws of the State of California.

Section 2 - Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be original, and such counterparts, together, shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 3 - The Complete Agreement.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supersedes and merges all prior proposals, understandings, and other agreements, including, without limitation, any agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

Section 4 - Provisions in Conflict with Law or Regulations.

The provisions of this Agreement are severable, and if the Board shall determine, with the advice of counsel, that any of such provisions is in conflict with applicable laws and regulations, including, without limitation, the Act, the Law or the Ralph M. Brown Act, the conflicting provisions shall be deemed superseded by such laws or regulations to the extent necessary to eliminate such conflict; provided, however, that such determination shall not affect or render invalid any of the remaining provisions of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall pertain only to such provision in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

Section 5 - Notices.

Any and all notices and communications to which a Member or Participant may be entitled shall be deemed duly given or made if delivered by e-mail or facsimile or other electronic means providing a record of delivery, or, if so requested by such Member or Participant, in person or mailed, postage prepaid, addressed to the Member or Participant of record at its address as recorded in the account records for CCA. In addition to any other notice or communication to which a Member or Participant may be entitled, each Member and Participant shall be entitled to notice of any amendment to this Agreement or of any matter which is approved by the Participants (whether by negative consent or otherwise).

Section 6 - Index and Headings for Reference Only.

The index and headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 7 - Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Members and their successors and assigns. Participants shall be third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: _____

THE COUNTY OF INYO

Supervisor Dan Tothoroh
Chairman
Inyo County Board of Supervisors

SCHEDULE A - LIST OF INITIAL MEMBERS

San Luis Obispo County

Monterey County

Humboldt County

Mendocino County

Yolo County

SCHEDULE B - LIST OF MEMBERS

San Luis Obispo County

Monterey County

Humboldt County

San Luis Obispo County

Yolo County



Frequently Asked Questions (FAQs)

What is the purpose of the California Cannabis Authority?

The California Cannabis Authority is a Joint Powers Authority established to develop and manage a statewide data platform. The platform will assist counties that are regulating commercial cannabis activity by consolidating data from different channels into one resource to help local governments ensure maximum regulatory and tax compliance. In addition, the platform will help to facilitate banking services to the cannabis industry by providing necessary information to financial institutions to help them fulfill necessary compliance requirements.

What is a Joint Powers Authority? Why create a JPA?

Joint Powers Authorities (JPAs) are legally created public entities that allow two or more public agencies to jointly exercise common powers. Forming a JPA provides a creative approach to the delivery of public services, and also permits public agencies with the means to provide services more efficiently and in a cost-effective manner. The California Cannabis Authority (CCA) is a Joint Powers Authority (JPA) created by contract between counties with cannabis regulatory and taxing authority. California's medical and adult-use cannabis laws allow local governments to determine how best to regulate cannabis within their jurisdictions. Not all counties will choose to regulate commercial cannabis activity, and some counties may choose to ban this type of activity within their jurisdictions. For counties that are actively regulating and/or taxing commercial cannabis activity, a separate public entity will help efficiently and cost-effectively deliver additional information services to help fulfill their specific needs.

Who will govern CCA?

CCA's Board of Directors will be made up of one representative from each county that joins the organization. In addition, the day-to-day business of CCA will be directed by an Executive Committee consisting of five members from the Board of Directors. Cities and other public entities will be allowed to participate in the JPA and access data, but will not be part of the authority's governance structure. Financial institutions will have access to CCA data by contract.

Who can access the data and how?

While counties make up the governing structure of CCA, other public entities including cities and state agencies can participate and access data through a separate agreement. The database will be a cloud-based system. Member counties and participants will be able to access the database on the internet with a secure log-in connection through the CCA website.

How will financial institutions access data?

CCA will work with interested financial institutions and their prospective cannabis clients to provide accurate and cost-effective licensing and compliance information that ensures that the revenue generated from the client's commercial cannabis activity is from fully licensed and compliant activities. Consent from prospective cannabis clients must be obtained before information is shared with financial institutions that might wish to bank them.

What type of privacy requirements does the CCA follow? Is CCA subject to public records requests? CCA will operate under a Memorandum of Understanding (MOU) with the state licensing agencies to ensure that all information that is confidential and not subject to the Public Records Act under Proposition 64

remains so. The data platform also adheres to all federal security standards, including the Federal Risk and Authorization Management Program (FRAMP) process to conduct security assessments, authorizations and continuous monitoring of cloud services.

What are the requirements of joining CCA?

Member counties will be required to adopt the Joint Powers Agreement via their Board of Supervisors, and appoint one member and an alternate to CCA's Board of Directors. In addition, member counties and participating cities must require their cannabis licensees to provide CCA with point-of-sales information. This information will be collected directly by CCA.

How will data be collected?

CCA's data platform will connect directly to other data systems, and also connect to licensees' payment/point-of-sales systems. The preferred method is an Application Programming Interface (API), but there are other methods that the system can employ as well. Through an API connection, a "key" is provided by the licensee and is input into the CCA system. Once the connection is established and verified (all done by the platform), no further human interaction is necessary. Data will be pulled on a real-time 24-hour basis and input into the CCA data platform.

How will CCA be funded?

The Board of Directors of CCA adopted a financing structure that includes a fee to be paid by each member county and participating entity that is based upon total sales within the jurisdiction. The fee is 0.35%, or 35 basis points of total sales within the jurisdiction. This amount will be commensurate with the amount of data generated, and therefore equitable to each member or participant's costs to the JPA. It is the decision of the member county or participating entity to determine what resource source the fee will come from.

How will CCA interface with the state's track and trace program? Is this a duplicative system?

The data platform will be designed to start where the state's Track and Trace (TaT) systems stop. TaT systems are built to track anything entered by an end user. TaT methodology requires user input and relies on the end user's ability to enter, or scan data correctly into the TaT system. This is where the CCA platform adds significant value. The CCA platform isn't constrained to just data from one source, and it isn't built to "track", but is built to analyze and evaluate. The platform looks for anomalies with individual data sources and also looks at how those sources interact with one another, giving a more complete picture and a higher degree of confidence that what is being reported and what is occurring are truly one in the same. When they are not the same, the platform creates an alert. The speed at which the alert is delivered is key for investigation and enforcement actions to correct bad behaviors and catch bad actors quickly and more efficiently.

Which counties have joined CCA?

San Luis Obispo, Monterey, Humboldt and Mendocino County are members of CCA. The President of the organization is Supervisor Estelle Fennell from Humboldt County. The Secretary is Mary Zeeb, Monterey County Treasurer Tax Collector, and Jim Erb, San Luis Obispo Treasurer Tax Collector/Auditor Controller is the Treasurer of CCA.

Who do I contact for more information?

To learn more about the CCA, please contact Cara Martinson, CCA Executive Director at 916-267-5536 or californiacannabisauthority@gmail.com, or Alan Fernandes, CSAC Finance Corporation CEO, at alan@csacfc.org, or 916-955-1791.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Natural Resource Advisory Committee

DEPARTMENTAL RECOMMENDATION:

- Discuss and provide direction to staff on the continuation of the Natural Resource Advisory Committee (NRAC);
- Potentially extend the term of the NRAC for three years.

SUMMARY DISCUSSION: On July 21, 2009, the Board established the NRAC to act as a technical committee on natural resource matters and to provide pertinent information and make recommendations to the Board and Planning Commission on subjects relating to mineral, solar, geothermal, water and wind development, or other relevant issues upon referral (refer to the attached Resolution establishing the NRAC). The initial term of the NRAC was three years. Subsequently, on August 21, 2012, and July 21, 2015 the Board extended the term of the NRAC for six additional years.

The NRAC had been meeting approximately quarterly from 2009-2016. It reviewed a variety of natural resource issues and provided recommendations to the Planning Commission and Board, including those regarding the updated Wilderness Resolution, solar energy development and planning initiatives, the updated General Plan and Zoning Ordinance, the County's energy action planning, the Inyo National Forest Plan Revision, Desert Renewable Energy Conservation Plan, and many other topics.

With many of these plans and programs completed and Planning Department staffing issues, an NRAC meeting has not been held since November 3, 2016. The last term extension for the NRAC was approved by the Board on July 21, 2015 for three years, which expired this last July. If the Board approves another three year term for NRAC all of the member and alternate positions will require appointments or reappointments.

ALTERNATIVES: The Board may consider not extending the NRAC.

OTHER AGENCY INVOLVEMENT: None directly. Indirectly, other agencies, such as the US Forest Service and the Bureau of Land Management, may be involved in the issues addressed by the NRAC.

FINANCING: Resources from the County's general fund are utilized for NRAC operations.

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: 10/07/18

Attachment: Resolution No. 2009-27

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF INYO

RESOLUTION NO. 2009- 27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING A NATURAL RESOURCE ADVISORY COMMITTEE FOR THE COUNTY OF INYO

WHEREAS, the County of Inyo is a rural county with vast natural resources; and

WHEREAS, these natural resources include minerals extraction and processing, as well as solar, geothermal, water and wind power; and

WHEREAS, these natural resources are being impacted by land use restrictions such as the establishment of wilderness and restricted access to areas within the County where these natural resources occur; and

WHEREAS, these resources are a valuable asset to the County of Inyo and its social and economic viability and vitality; and

WHEREAS, the Board of Supervisors has the responsibility to make certain decisions of public concern relating to natural resource issues affecting residents and lands of Inyo County; and

WHEREAS, the Board of Supervisors wishes to receive substantial input and advice from the public to assist it in addressing natural resource concerns in Inyo County; and

WHEREAS, the Board of Supervisors finds that a natural resource advisory committee, composed of interested citizens of Inyo County, is an efficient and effective way for it to receive such public input and advice; and

WHEREAS, it is therefore necessary, prudent, and in the public interest to create such an advisory committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that there is hereby created the Natural Resource Advisory Committee in Inyo County. The purpose of the committee shall be to act as a technical committee on natural resource matters with the goal of providing pertinent information and making recommendations to the Board of Supervisors and Planning Commission on matters relating to mineral, solar, geothermal, water and wind development, or as referred to the Natural Resource Advisory Committee by the Board of Supervisors or Planning Commission.

BE IT FURTHER RESOLVED that the purpose set out above includes acting in an advisory capacity to the Planning Commission to support current and future economic opportunities in the utilization of natural resources for the economic and social benefit of Inyo County citizens and to provide input and support on legislative matters, state and federal policies and laws that relate to Inyo County's natural resources.

BE IT FURTHER RESOLVED that such committee shall be known as and called the "Natural Resource Advisory Committee".

BE IT FURTHER RESOLVED the Natural Resource Advisory Committee created hereby shall consist of five (5) voting members consisting of citizens of Inyo County selected county-wide and appointed for terms of three years.

BE IT FURTHER RESOLVED that all appointments to said Natural Resource Advisory Committee, including those to fill any unscheduled vacancy, shall be made by the Board of Supervisors, upon the recommendation of the Planning Director and Planning Commission, and shall be made to the extent feasible in accordance with existing County procedures concerning appointments to advisory committees and with the Maddy Local Appointive List Act of 1975, set forth in Government Code Section 54970 et seq., which provides for the creation, keeping, and use of a list of appointive positions to which such appointments may be made.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee is established for a period of three (3) years from the appointment of the initial members, unless otherwise extended by action of the Inyo County Board of Supervisors.

BE IT FURTHER RESOLVED that any member that fails to attend three consecutive Natural Resource Advisory Committee meetings shall be considered automatically removed and a vacancy shall be deemed to have occurred unless good cause is shown for the absences. The Planning Commission shall determine whether good cause is shown.

BE IT FURTHER RESOLVED that, in addition to the voting members appointed by the Board of Supervisors, the Natural Resource Advisory Committee shall have two alternate members of the public appointed by the Board of Supervisors.

BE IT FURTHER RESOLVED that should the Board of Supervisors extend the duration of the Natural Resource Advisory Committee and appoint members for additional terms, those members shall serve terms of three (3) years from the date that the Board of Supervisors extends the Natural Resource Advisory Committee, except that two committee members shall serve terms of one (1) year and one committee member shall serve a term of two (2) years in order to stagger future vacancies and appointments. All subsequent appointments shall be for three years.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee may from time to time form subcommittees of its voting members to gather information, conduct research, develop recommendations, and perform other tasks as necessary to assist the advisory board in performing the duties requested by the Planning Commission or the Board of Supervisors pursuant to this Resolution.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee shall be subject to the Ralph M. Brown Act, set forth in Government Code Section 54950 et seq.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee created by this Resolution is advisory only and shall have no authority to set policy; the Board of Supervisors reserves the authority to deliberate and set County policy to itself and the Planning Commission.

BE IT FURTHER RESOLVED that the Planning Director shall assist in the formation, organization, and the function of the Natural Resource Advisory Committee and shall act as a liaison with the County of Inyo and shall provide necessary staffing for the Committee. Staff support for the Committee shall not exceed eight hours per month.

BE IT FURTHER RESOLVED that the members of the Natural Resource Advisory Committee created hereby shall serve thereon without compensation, with the exception that they shall be reimbursed for vehicle mileage cost incurred for travel to committee meetings in conformance with the County's Travel Policy. Such expense will be reimbursed by the Planning Department.

PASSED AND ADOPTED THIS 21st th DAY OF July, 2009.

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes

NOES: -0-

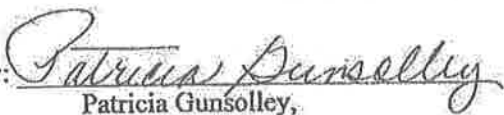
ABSTAIN: -0-

ABSENT: -0-0


Beverly Brown, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley,
Assistant Clerk



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 22
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Agriculture – Eastern Sierra Weed Management Area

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Contracts between the County of Inyo Department of Agriculture – Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for noxious weed control services

DEPARTMENTAL RECOMMENDATION:

Request Board A) Approve the contract (contract number S1860003) between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services, in the amount of \$342.99, for services completed on July 6, 2018, B) Approve the contract (contract number S1860004) between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services, in an amount not to exceed \$4,500.00, for the period of January 1, 2019 to June 30, 2021, and C) Authorize Nathan Reade, Agricultural Commissioner, to sign the contracts on behalf of the County of Inyo Department of Agriculture.

SUMMARY DISCUSSION:

The Eastern Sierra Weed Management Area, administered by the County of Inyo Department of Agriculture, provides noxious weed control services upon request to the California Department of Fish and Wildlife. The California Department of Fish and Wildlife requires a completed contract to pay for services rendered. Contract number S1860003 would allow the California Department of Fish and Wildlife to pay for noxious weed control services completed by the Eastern Sierra Weed Management Area on July 6, 2018 in the amount of \$342.99. Contract number S1860004 would allow the California Department of Fish and Wildlife to pay for future noxious weed control services completed by the Eastern Sierra Weed Management Area for the period of January 1, 2019 to June 30, 2021 in an amount not to exceed \$4,500.00.

ALTERNATIVES:



The Board could decide not approve the contracts. This is not recommended as it would result in the inability of the California Department of Fish and Wildlife to pay for past and future noxious weed control services completed by the Eastern Sierra Weed Management Area and a potential increase in noxious weed populations on State lands in Inyo and Mono Counties. Not approving these contracts could also reduce future Eastern Sierra Weed Management Area revenues through fiscal year 2020-2021.

OTHER AGENCY INVOLVEMENT:

These contracts were prepared by the California Department of Fish and Wildlife and reviewed by Inyo County Counsel.

FINANCING:

Contract number S1860003 would provide that the California Department of Fish and Wildlife shall pay the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area \$342.99. Contract number S1860004 would provide that the California Department of Fish and Wildlife shall pay the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area up to \$1,500 per fiscal year over three years for a contract total amount not to exceed \$4,500.00. Payments will be received as revenue in the Eastern Sierra Weed Management Area Budget Unit 621300, object code 4819 (Services and Fees).

<u>APPROVALS</u>	
BUDGET OFFICER:	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> <div style="text-align: right;">Approved: _____ Date _____</div>
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> <div style="text-align: right;">Approved:  Date <u>10/14/2018</u></div>
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> <div style="text-align: right;">Approved:  Date <u>10/29/2018</u></div>
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> <div style="text-align: right;">Approved: _____ Date _____</div>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-29-18

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

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 1/2013)

CONTRACT NUMBER \$1860003	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

Inyo County Department of Agriculture
207 West South St., Rm. 9
Bishop CA 93514

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding SCM Vol1 3.06 (A)(3) – local gov't

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Department of Fish and Wildlife

CONTRACTOR'S NAME, hereafter called the **Contractor**.

Inyo County Department of Agriculture

2. The agreement term is from 07/06/2018 through 07/06/20183. The maximum amount payable is \$ 342.99 pursuant to the following charges:

Wages/Labor _____ Parts/Supplies \$ _____ Taxes \$ _____ Other _____ (Attach list if applicable.)

4. Payment Terms (**Note:** All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHED




Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit D – Additional Provisions

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC* GTC-04/2017 GIA* _____ *If not attached, view at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. Other Exhibits (List) A, B, and D**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
California Department of Fish and Wildlife		Inyo County Department of Agriculture	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
			
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Rachel Preston, Administrative Officer III		Nathan Reade – Agricultural Commissioner	
ADDRESS		ADDRESS	
3602 Inland Empire Blvd. # C-220, Ontario CA 91764		207 West South Street – Bishop CA 93514	
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER
Preservation Fund	3600.001.0200.99	18/19	25
		STATUTE	OBJECT CODE
		2018	5324200099
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER	
			
		DATE SIGNED	

(DFW EXA Revised 01/2013)

1. The Contractor agrees to provide, to the California Department of Fish and Wildlife (Department), herbicide treatment for the rated noxious weed species perennial pepperweed prior to the development of viable seed.
2. The services shall be performed at the Pine Creek Unit of the Round Valley Wildlife Area, Inyo County, CA.
3. The services shall be provided at 6:00 AM on July 6, 2018.
4. The Project Officials during the term of this Agreement will be:

Department Contract Manager

Name: Aaron Johnson
Phone: (760) 872-1158
Fax: (760) 872-1284
Email: Aaron.Johnson@wildlife.ca.gov

Contractor Project Director

Name: Oliver Hardwick
Phone: (760) 873-3578
Fax: (760) 873-872-1610
Email: OHardwick@inyocounty.us

California Department of Fish and Wildlife

Section/Unit: Lands North Program,
Bishop Field Office
Attention: Aaron Johnson
Address: 787 N. Main St., #220
Bishop, CA 93514
Phone: (760) 872-1158
Fax: (760) 872-1284
Email: Aaron.Johnson@wildlife.ca.gov

Contractor: Inyo County Department of
Agriculture

Section/Unit: Eastern Sierra Weed
Management Area
Attention: Oliver Hardwick
Address: 207 West South Street
Bishop, CA 93514
Phone: (760) 873-7860
Fax: (760) 873-872-1610
Email: OHardwick@inyocounty.us

5. SCOPE OF WORK

A. Background and Objectives

The purpose of this agreement is for staff of the Inyo County Department of Agriculture to provide herbicide application services to assist the Department with invasive plant control on the Department owned Pine Creek Unit of the Round Valley Wildlife Area. Inyo County will treat target weeds using approved herbicide applications as a key component of the Department's Integrated Pest Management (IPM) program. The Department prioritizes the treatment of certain invasive plant species that pose a threat to natural resources on Department lands by reducing habitat quality for native plants and wildlife, fueling catastrophic wildfires, or those plants that are regulated as a "noxious weed" by the California Department of Food and Agriculture. "Noxious weed" means any species of plant that is, or is liable to be, troublesome, aggressive, intrusive,

(DFW EXA Revised 01/2013)

detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed.

B. WORK TO BE PERFORMED

The Contractor shall provide all labor, tools, equipment, materials, permits, and taxes necessary to treat approximately 6 acres of perennial pepperweed with appropriate herbicide prior to the development of viable seeds by the plants.

C. SCHEDULE OF COMPLETION DATES

<u>Activity</u>	<u>Date</u>
Spray herbicide on all noxious weeds at the project site.	July 6, 2018

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

- B. The Contractor shall be paid **monthly** in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Aaron Johnson
Region / Division:	Inland Deserts Region 6 / Lands North Program
Address:	787 N. Main St., Ste 220, Bishop CA 93514

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

- D. The invoice shall contain the following information:
 - 1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 - 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 - 5. The date of the invoice and the time period covered;
 - 6. The number of the agreement upon which the claim is based, and;

7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term “from” and “to”;
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a flat rate, fixed fee or unit cost basis. Upon satisfactory performance, the State agrees to pay the Contractor on a cost per sample basis.
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
 - e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

LINE ITEM BUDGET

<u>ITEM</u>	<u>AMOUNT</u>
1. <u>Personal Services</u>	
Field Technician I (4 hrs @ \$30.28/hr)	\$121.12
Field Assistant (4 hrs @ \$16.20/hr)	\$129.60
2. <u>Operating Expenses & Equipment (OE&E)</u>	
Herbicide/Adjuvant	\$15.45
Safety/Protective Equipment	\$12.21
Truck/Power Sprayer (0.25 hrs @ \$25/hr)	\$ 6.25
Mileage (25 miles @ \$0.545/mi)	\$13.63
3. <u>Administrative Cost (15%)</u>	\$44.74
Subtotal of Personal Services & OE&E:	\$298.26
Indirect Cost:	\$ 44.74
TOTAL CONTRACT AMOUNT:	\$342.99

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

- b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal shall be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the CDFW Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property

will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

- 6. LOST, STOLEN or DESTROYED PROPERTY** ~ The Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

- 7. INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.
- 8. CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.
- 9. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW

Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

- a. A written explanation of the reason for the substitution; and
- b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

10. **DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

11. **USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

12. **POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The

Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is

for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, CDFW shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
15. **INSURANCE** ~ When the Contractor submits a signed Agreement to CDFW, the Contractor shall also furnish, either proof of self-insurance or certificate(s) of insurance, showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract.

- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor

or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
18. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
19. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
20. **CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.
21. **EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

22. **REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:
- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 1/2013)

CONTRACT NUMBER S1860004	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 95-6005445
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

Inyo County Department of Agriculture
207 West South St., Rm. 9
Bishop CA 93514

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding SCM Vol1 3.06 (A)(3) – local gov't _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Department of Fish and Wildlife

CONTRACTOR'S NAME, hereafter called the **Contractor**.

Inyo County Department of Agriculture

2. The agreement term is from 01/01/2019 through 06/30/20213. The maximum amount payable is \$ **4,500.00** pursuant to the following charges:

Wages/Labor _____ Parts/Supplies \$ _____ Taxes \$ _____ Other _____ (Attach list if applicable.)

4. Payment Terms (**Note:** All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit D – Additional Provisions

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC* GTC-04/2017 GIA* _____ *If not attached, view at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. Other Exhibits (List) A, B, and D**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
California Department of Fish and Wildlife		Inyo County Department of Agriculture			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Rachel Preston, Administrative Officer III		Nathan Reade – Agricultural Commissioner			
ADDRESS		ADDRESS			
3602 Inland Empire Blvd. # C-220, Ontario CA 91764		207 West South Street – Bishop CA 93514			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Preservation Fund	3600.001.0200.99	18/19	25	2018	5324200099
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED

1. The Contractor agrees to provide, to the California Department of Fish and Wildlife (Department), all labor, materials, equipment, tools and incidentals necessary to conduct chemical control of targeted invasive plant species as directed by Department staff.
2. The services shall be performed at various Department managed parcels within Mono and Inyo Counties, California, including but not limited to:
 - Slinkard/Little Antelope Wildlife Area near Walker, CA
 - East Walker River Wildlife Area near Bridgeport, CA
 - Round Valley Wildlife Area near Bishop, CA
3. The services shall be provided at various days and times from January 1, 2019 through June 31, 2021.
4. The Project Officials during the term of this Agreement will be:

Department Contract Manager

Name: Alisa Ellsworth
Phone: (760) 872-1173
Fax: (760) 872-1284
Email: Alisa.Ellsworth@wildlife.ca.gov

Contractor Project Director

Name: Oliver Hardwick
Phone: (760) 873-3578
Fax: (760) 873-1610
Email: OHardwick@inyocounty.us

Direct all inquiries to:

California Department of Fish and Wildlife
Section/Unit: Lands North Program,
Bishop Field Office
Attention: Alisa Ellsworth
Address: 787 N. Main St., #220
Bishop, CA 93514
Phone: (760) 872-1173
Fax: (760) 872-1284
Email: Alisa.Ellsworth@Wildlife.ca.gov

Contractor: County of Inyo,
Section/Unit: Department of Agriculture,
Eastern Sierra Weed Management Area
Attention: Oliver Hardwick
Address: 207 West South Street, Rm 9
Bishop, CA 93514
Phone: (760) 873-7860
Fax: (760) 873-872-1610
Email: OHardwick@inyocounty.us

5. SCOPE OF WORK

A. Background and Objectives

The purpose of this agreement is for Eastern Sierra Weed Management Area (WMA) staff, a division of the County of Inyo, Department of Agriculture, to provide herbicide application services to assist the Department with invasive plant control on Department managed lands in Mono and Inyo Counties. WMA will treat target weeds using approved herbicide applications as a key component of the Department's Integrated Pest Management (IPM) program. The Department prioritizes the treatment of certain invasive plant species that pose a threat to natural resources on Department lands by

reducing habitat quality for native plants and wildlife, fueling catastrophic wildfires, or those plants that are regulated as a “noxious weed” by the California Department of Food and Agriculture. “Noxious weed” means any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed.

The Eastern Sierra WMA will complete herbicide treatment for the following species: perennial pepperweed (*Lepidium latifolium*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), poison hemlock (*Conium maculatum*), or others by mutual agreement and as needed.

B. WORK TO BE PERFORMED

The Eastern Sierra Weed Management Area (WMA) will complete all work associated with treatment of invasive plant infestations at the project sites identified below, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, and submitting necessary pesticide reports shall be included.

Project Sites	Target Species
Slinkard/Little Antelope Wildlife Area	Perennial pepperweed; Canada thistle; poison hemlock
East Walker River Wildlife Area	Perennial pepperweed
Round Valley Wildlife Area	Perennial pepperweed

Additional sites and target species may be added by the Contract Manager, by mutual agreement of Contractor, as needed.

Only approved herbicides, expressly identified on CDFW Pesticide Use Recommendation (DFW 679) forms may be used on Department lands. Spot and foliar spray shall occur prior to flowering and seed development unless otherwise directed by the Contract Manager.

Contractor shall follow all herbicide label requirements and take all industry-accepted precautions to protect the environment, including but not limited to not spraying in sensitive areas, avoiding weather conditions that might result in drift, and avoiding native plant species.

Contractor shall notify the Department immediately in the event of any spillage of herbicides. Contractor should immediately notify the Department of any unexpected conditions encountered during the work such as the discovery of special status species or cultural resources on site.

Contractor shall file necessary monthly pesticide reports to the appropriate county officials and to Department Contract Manager.

Colorant shall be used to mark where spraying has occurred and avoid missing weeds or over spraying.

All Contractor equipment must be free of invasive plant material (including seeds) and clean prior to use on work site. District staff will perform inspections on a periodic base.

C. SCHEDULE OF COMPLETION DATES

All Services shall take place at agreed upon dates and times between the Contract Manager and Contractor. Contract Manager will contact the Contractor to set up dates and times for services to be provided. No herbicide treatments shall be conducted without the prior authorization of the Contract Manager.

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Alisa Ellsworth
Region / Division:	IDR-6/ Lands North
Address:	787 N. Main St., #220 Bishop, CA 93514

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife’s Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
 - 1. The word “Invoice” should appear in a prominent location at the top of the page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 - 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 - 5. The date of the invoice and the time period covered;
 - 6. The number of the agreement upon which the claim is based, and;

7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term “from” and “to”;
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
 - e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

LINE ITEM BUDGET

<u>ITEM</u>	<u>AMOUNT</u>
FY2018/2019 <i>January 1, 2019 – June 30, 2019</i>	
Personal Services (Salaries & Wages)	\$1,000.00
Operating Expenses and Equipment (OE&E)	\$275.00
Administrative Costs (15%)	\$225.00
Total	<u>\$1,500.00</u>
FY2019/2020 <i>July 1, 2019 – June 30, 2020</i>	
Personal Services (Salaries & Wages)	\$1,000.00
Operating Expenses and Equipment (OE&E)	\$275.00
Administrative Costs (15%)	\$225.00
Total	<u>\$1,500.00</u>
FY2020/2021 <i>July 1, 2020 – June 30, 2021</i>	
Personal Services (Salaries & Wages)	\$1,000.00
Operating Expenses and Equipment (OE&E)	\$275.00
Administrative Costs (15%)	\$225.00
Total	<u>\$1,500.00</u>
Contract Total	<u>\$4,500.00</u>

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

- b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal shall be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the CDFW Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property

will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

6. **LOST, STOLEN or DESTROYED PROPERTY** ~ The Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. **INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.
8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW

Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

- a. A written explanation of the reason for the substitution; and
- b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

- 10. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 11. USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

- 12. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The

Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is

for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, CDFW shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
15. **INSURANCE** ~ When the Contractor submits a signed Agreement to CDFW, the Contractor shall also furnish, either proof of self-insurance or certificate(s) of insurance, showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract.

- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The policy must be endorsed to include the State of California, its officers agents and employees as additional insured, but only with respect to work performed under the Contract..

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor

or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
18. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
19. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
20. **CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.
21. **EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

22. **REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:
- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.



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: Health & Human Services - ESAAA

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Board approval of Amendment Number 1 of the Standard Agreement for Contract Number AP-1819-16 between California Department of Aging and County of Inyo, as well as approval of the modification to Exhibit D.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve Amendment Number 1 to Standard Agreement for Contract Number AP-1819-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$88,424, for a total contract amount of \$856,436; and authorize the HHS Director to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract amendment was received from the State in late September and soon began routing through the County approval process. This Contract Amendment provides for baseline increases; a change in legislation for a base allocation minimum requirement to the County in Ombudsman funds; and the allocation of One-Time-Only (OTO) federal and state funds, which is derived from reallocated carryover from FY 2017-18. This increase will be used to continue senior services provided under this Agreement. The increases in Ombudsman funds are in the following categories:

Federal Fund IIIB	Federal Fund VII	General Fund IIIB
\$8,738	\$14,834	\$57,310

The Baseline increase and OTO funds are in the following categories:

Supportive Services IIIB	Congregate Nutrition C1	Home-Delivered Meals C2	Disease Prevention (IIID)	Family Caregiver (IIIE)	Elder Abuse (VII)	Admin
\$2,771	\$780 (Federal) \$(26,742) (General Fund) \$910 (NCIP) TOTAL: \$(25,052)	\$1,648 (Federal) \$16,857 (General Fund) \$1552 (NCIP) TOTAL: \$20,057	\$1,164	\$5,881	\$46	\$2,675

The above funds for Supportive Services, Congregate Nutrition, and Home Delivered Meals funds will result in a need to amend our existing contract with Mono County contract in order for the additional funds to be allocated appropriately between the two counties. Funds will be recognized during the County mid-year process.

ALTERNATIVES:



The Board could choose to not ratify and approve these amendments to the existing contract. This is not recommended as the county, then would not be entitled to receipt of the additional funds.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal dollars. Total amount of this contract is \$856,436, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes during the County mid-year process. Total federal dollars are \$519,470 and total State dollars are \$336,966.

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:  10/25/18 Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> 10/29/18 Date:
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:
BUDGET OFFICER: n/a	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: 10/30/18

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER AP-1819-16	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Aging
CONTRACTOR'S NAME
County of Inyo
- The term of this Agreement is July 1, 2018 through June 30, 2019
- The maximum amount of this Agreement after this amendment is: **\$ 856,436**
Eight hundred fifty-six thousand four hundred thirty-six and 00/100 dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment increases funds provided to the Contractor by \$88,424.

The attached Area Plan Budget Display Amendment 1, pages 13 & 14, hereby replaces the original Area Plan Budget Display, pages 13 & 14, in Exhibit B. The Budget, Amendment 1 is hereby incorporated by reference and replaces the original Budget.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> County of Inyo		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small> 163 May Street Bishop CA 93514-2709		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> California Department of Aging		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Karissa Kanenaga, Manager, Contracts and Business Services Section		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
<small>ADDRESS</small> 1300 National Drive, Ste. 200, Sacramento, CA 95834		

**AREA PLAN
Budget Display
Fiscal Year 2018-19 (Federal Funding Years 2018 & 2019)
County of Inyo**

12 months (July 1, 2018 - June 30, 2019)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL18-18	26,878	(b) 1,518	-	28,396	324	28,720	1,842
Federal Title IIIB	3BSL19-18	80,834	(c) 929	-	81,563	-	81,563	929
Total Supportive Services		107,512	2,447	-	109,959	324	110,283	2,771
Ombudsman								
Federal Title IIIB	3BOL18-18	3,769	(b) 8,812	-	12,581	78	12,659	8,890
Federal Title IIIB	3BOL19-18	11,308	(c) (152)	-	11,156	-	11,156	(152)
Federal Title VIIa	7OFL18-18	4,819	(b) 13,572	-	18,391	55	18,446	13,627
Federal Title VIIa	7OFL19-18	14,456	(c) 1,207	-	15,663	-	15,663	1,207
General Fund IIIB Public Health L & C Program Fund	B1GL LCPF	8,939 3,576	(a) 57,310 (a) -	-	66,249 3,576	-	66,249 3,576	57,310 -
State Health Facilities Citation Penalties Account	SDFL	1,206	(a) -	-	1,206	-	1,206	-
SNF Quality & Accountability	SNFL	16,985	(a) -	-	16,985	-	16,985	-
Total Ombudsman		65,058	80,749	-	145,807	133	145,940	80,882
Congregate Nutrition								
Federal Title IIIC1	3C1L18-18	29,912	(b) (755)	-	29,157	173	29,330	(582)
Federal Title IIIC1	3C1L19-18	89,734	(c) 1,362	-	91,096	-	91,096	1,362
General Fund C1	C1GL	82,457	(a) (26,742)	-	55,715	-	55,715	(26,742)
NSIP C1	NC1L18-18	3,655	(b) 568	-	4,223	-	4,223	568
NSIP C1	NC1L19-18	10,963	(c) 342	-	11,305	-	11,305	342
Total Congregate Nutrition		216,721	(25,225)	-	191,496	173	191,669	(25,052)
Home-Delivered Meals								
Federal Title IIIC2	3C2L18-18	23,476	(b) 2,402	-	25,878	344	26,222	2,746
Federal Title IIIC2	3C2L19-18	70,427	(c) (1,098)	-	69,329	-	69,329	(1,098)
General Fund C2	C2GL	176,263	(a) 16,857	-	193,120	-	193,120	16,857
NSIP C2	NC2L18-18	6,225	(b) 968	-	7,193	-	7,193	968
NSIP C2	NC2L19-18	18,676	(c) 584	-	19,260	-	19,260	584
Total Home Delivered Meals		295,067	19,713	-	314,780	344	315,124	20,057
Disease Prevention								
Federal Title IIID	3DFL18-18	681	(b) 640	-	1,321	199	1,520	839
Federal Title IIID	3DFL19-18	2,042	(c) 325	-	2,367	-	2,367	325
Total Disease Prevention		2,723	965	-	3,688	199	3,887	1,164
Family Caregiver								
Federal Title IIIE	3EFL18-18	4,701	(b) 3,617	-	8,318	944	9,262	4,561
Federal Title IIIE	3EFL19-18	14,104	(c) 1,320	-	15,424	-	15,424	1,320
Total Title IIIE		18,805	4,937	-	23,742	944	24,686	5,881
Elder Abuse								
Federal Title VII	7EFL18-18	152	(b) -	-	152	46	198	46
Federal Title VII	7EFL19-18	457	(c) -	-	457	-	457	-
Total Elder Abuse		609	-	-	609	46	655	46

**AREA PLAN
Budget Display
Fiscal Year 2018-19 (Federal Funding Years 2018 & 2019)
County of Inyo**

12 months (July 1, 2018 - June 30, 2019)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Administration								
Federal Title IIIB	3BAL18-18	4,770 ^(b)	542	-	5,312	-	5,312	542
Federal Title IIIB	3BAL19-18	14,311 ^(c)	339	-	14,650	-	14,650	339
Federal Title IIIC1	C1AL18-18	4,770 ^(b)	118	-	4,888	-	4,888	118
Federal Title IIIC1	C1AL19-18	14,309 ^(c)	366	-	14,675	-	14,675	366
Federal Title IIIC2	C2AL18-18	3,744 ^(b)	575	-	4,319	-	4,319	575
Federal Title IIIC2	C2AL19-18	11,230 ^(c)	(61)	-	11,169	-	11,169	(61)
Federal Title IIIE	3EAL18-18	2,063 ^(b)	646	-	2,709	-	2,709	646
Federal Title IIIE	3EAL19-18	6,189 ^(c)	166	-	6,355	-	6,355	166
General Fund C1	1GAL	103 ^(a)	(13)	-	90	-	90	(13)
General Fund C2	2GAL	28 ^(a)	(3)	-	25	-	25	(3)
Total Administration		61,517	2,675	-	64,192	-	64,192	2,675
Funding Summary								
Federal Funds		478,455	38,852	-	517,307	2,163	519,470	41,015
General Fund		267,790	47,409	-	315,199	-	315,199	47,409
Public Health L & C								
Program Fund		3,576	-	-	3,576	-	3,576	-
SNF Quality & Accountability		16,985	-	-	16,985	-	16,985	-
State Health Facilities								
Citation Penalties								
Account		1,206	-	-	1,206	-	1,206	-
Grand Total - All Funds		768,012	86,261	-	854,273	2,163	856,436	88,424

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 7,215

The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,608

The minimum General Fund to be expended for State Match in Title III is: 19,046

CFDA NUMBER	Year	Award #	Award Name
93.041	2018	18AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2019	19AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	18AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2019	19AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2018	18AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2019	19AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	18AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2019	19AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	18AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2019	19AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2018	18AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2019	19AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

^(a) Funds must be expended by 6/30/19 and final expenditures reported in closeout by 7/31/19.

^(b) Funds must be obligated by 9/30/18 and final expenditures reported in closeout by 7/31/19. The baseline request to be transferred for the project (7/1/18-9/30/18) is due 5/1/18. These funds may not be carried over into a following year contract.

^(c) Funds must be reported in closeout by 7/31/19 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/18-6/30/19) is due 1/15/19.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

24

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: November 06, 2018

SUBJECT: Resolution approving Sheriff's office records retention schedule

DEPARTMENTAL RECOMMENDATION:

Request Board adopt the attached resolution 2018- titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving "Sheriff's Office records retention schedule" (4/5ths vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's office seeks to update our records retention and destruction policy. Adopting this schedule will allow for unnecessary paper clutter to be eliminated, freeing up storage space and will cut down on staff time to maintain records that are no longer needed.

ALTERNATIVES:

Your board could choose not to adopt this resolution this schedule and direct staff to search out additional storage space to house paper records or authorize payment to an archival company to scan, index, laser fiche and then authorize destruction of paper records.


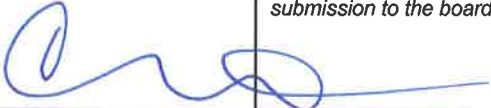
OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

No General Fund expenditures are required by this change.

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: <u>yes</u> Date <u>10/15/18</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>10/19/2018</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/26/18
(Not to be signed until all approvals are received)

RESOLUTION NO. 2018-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING SHERIFF'S OFFICE RECORDS RETENTION SCHEDULE**

WHEREAS, the County of Inyo ("County") has an obligation to maintain County records in accordance with government laws and regulations and accepted records management practices; and

WHEREAS, there are significant costs to maintaining records beyond their useful life as such records otherwise take up space in the County Sheriff's offices, storage spaces throughout the County and require file management by support staff; and

WHEREAS, the purpose of a retention schedule is to establish a pattern for the orderly transfer, maintenance, and destruction of records on a continuing basis; and

WHEREAS, Sections 26200 et seq. of the Government Code of the State of California provide the relevant procedures for destroying County records; and

WHEREAS, further pursuant to Section 26202 of the Government Code of the State of California the Board may by four-fifths ($\frac{4}{5}$) vote authorize the destruction or disposition of any record, paper or document which is more than two years old, which was prepared or received pursuant to state statute, and which is not expressly required by law to be filed and preserved if the board determines that the retention of any such record, paper or document is no longer necessary or required for county purposes. Such records, papers or documents need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained; and

WHEREAS, pursuant to Section 26205 of the Government Code of the State of California the Board may authorize destruction or disposition of any record, paper, or document if reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, or reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document and is produced in compliance with Section 12168.7 for recording of permanent records or nonpermanent records.; and

WHEREAS, pursuant to Section 26205.1(a) of the Government Code of the State of California the Board may delegate to County officers the authority to destroy any non-judicial public record, paper, or document if the record, paper, or document is photographed, micro photographed, microfilmed, or otherwise reproduced in accordance with State law; including, but not limited to, Section 12168.5 of the Government Code; and

WHEREAS, retention schedules are used by public entities across the State of California and are an appropriate mechanism for the Board to proactively make the determination under Section 26202 of the Government Code of the State of California as to when various categories of records will no longer be necessary or required for County purposes and thereby improve the efficiency of records management; and

WHEREAS, the County Sheriff's office seeks approval from the Board to destroy without scanning any record, paper or document which is more than two years old, which is not expressly required by law to be filed and preserved and is no longer necessary or required for county purposes as allowed by Sections 26202 and 26205.1 of the Government Code of the State of California; and

WHEREAS, the County Sheriff's office requests the Board approve by a four-fifths ($\frac{4}{5}$) the attached Record Retention Schedule (Exhibit A) which provides for:

1. Ongoing destruction of any and all papers, records and documents received in the County Sheriff's office that have been electronically reproduced and saved on a trusted system; and
2. Ongoing destruction without creating a copy in any format of all papers, records and documents received in the County Sheriff's office that have not been scanned but are older than two years, are not required by law to be filed and preserved, and are not necessary nor required for county purposes; and
3. Immediate destruction without creating a copy in any format of all papers, records and documents received in the County Sheriff's office that have not been scanned, are not required by law to be filed and preserved, and are not necessary, nor required for county purposes.

WHEREAS, this retention schedule will be reviewed regularly by the County Sheriff's office and any necessary amendments will be brought before the Board; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 26205.1 of the Government Code of the State of California the Board authorizes County Sheriff to destroy the paper copy of any document, record or paper that has been electronically reproduced onto a trusted system that does not permit deletions, or changes to the original document; and

BE IT FURTHER RESOLVED, that pursuant to Sections 26202 and 26205.1 of the Government Code of the State of California the Board hereby delegates to Inyo County Sheriff the authority to destroy any document, record or page that has not been reproduced but is older than two years, is not required by law to be filed and preserved, and is not necessary nor required for county purposes; and

BE IT FURTHER RESOLVED, that the total time periods for retention and destruction of records received by County Sheriff's Office set forth in Exhibit A are hereby adopted by the Board; and

BE IT FURTHER RESOLVED, that the Board hereby determines that once records have been electronically reproduced and put onto a trusted system, or retained for the total period set

forth under the approved records retention schedule, that those records are no longer necessary or required for County purposes and may therefore be destroyed without further action by the Board.

PASSED AND ADOPTED on this _____ day of _____, 2018, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Interim Clerk of the Board

By _____
Darcy Ellis
Assistant Clerk of the Board

RECORDS RETENTION POLICY
INYO COUNTY SHERIFF'S OFFICE
Exhibit "A"

- A. The following records shall be maintained for at least two (2) years and may subsequently be destroyed.
1. Department Daily Logs, Dispatcher Logs.
 2. Miscellaneous Work Sheets and Logs.
 3. Search and Seizure Orders (not attached to crime reports).
 4. Any and all Arrest Reports on Deceased Persons.
 5. Welfare and Institutions Code §5150 Reports (mental treatment and evaluation reports).
 6. Voluntary Gun Registrations.
 7. Any arrests that result in a detention only Penal Code 849(b).
 8. Criminal Records for Deceased Homicide Victims.
 9. Runaway Juvenile Reports, Missing Persons (which have been located).
 10. Miscellaneous Information Reports, Incident Reports Non-Criminal
 11. Health and Safety §11357(b)(c)(d)(e) or H&S 11360(b) Reports and Citations, H&S §11361.5(a) violations, if there are no outstanding warrants.
 12. Press Release Files not attached to crime reports.
 13. Dispatcher's Radio Transmission Logs not connected to a case or pending litigation.
 14. Restraining Orders, Temporary/Emergency Protective Orders, Legal Stipulations and Orders after Hearing (after orders have expired)
 15. Penal Code §15.290 Registrant Files, if the subject has moved out of the County, or if the subject receives a Certificate of Rehabilitation.
 16. Temporary intelligence files.
 17. Background investigations on candidates not hired by the Department.
 18. Reports of Lost and Found Property.
 19. Inactive and denied Concealed Weapons Applications.
 20. Accounting, Cash reconciliation, accounts payable invoices, account receivable billing.
 21. Explosive Permits
 22. Property Control Logs, Vehicle Repossession/Impounds.
 23. Subpoenas
 24. Equipment Radio Logs (Communication)
- B. The following records shall be maintained for at least three (3) years and may subsequently be destroyed.
1. Accident reports with property damage only.
 2. Sealed Adult Records. Any report involving a person found factually innocent under this section shall have the sealed record destroyed (PC 851.8)
 3. Department training files on employees who have been terminated.
 4. Miscellaneous files in any office that has not had activity for three (3) years.
 5. Audit logs for manual / automated criminal history teletypes.
 6. Citations (Notice to Appear) not associated with a crime report.
 7. CORI Information Logs.

RECORDS RETENTION POLICY
INYO COUNTY SHERIFF'S OFFICE
Exhibit "A"

- C. The following records shall be maintained for at least five (5) years and may subsequently be destroyed.
1. All misdemeanor or infraction crime reports and citations providing:
 - a. There is no outstanding warrant.
 - b. There is no outstanding property in the automated property system, or national crime information center system.
 - c. There is no death connection.
 2. Injury and Non-Injury accident investigations.
 3. Attempted suicide.
 4. All film, photos, videos in records or Investigations Sections for the above-listed reports.
 5. Department personnel files for employees who have terminated employment for five years.
 6. Citizen Complaints against sheriff personnel (PC 832.5) with the Sheriff's consent and provided the complaint is not pending a court proceeding in either a civil or criminal court.
 7. Sealed juvenile records (PC 851.6, 851.7, 851.8, 1203.45 and W&I 781).
 8. All misdemeanor arrests except those related to sex or domestic violence crimes.
 9. Crime reports and arrests related to Driving while under the influence of alcohol and/or drugs.
 10. Citizen complaints. Grievance forms. Use of Force forms.
 11. General Orders, Policies & Procedures, when superseded.
 12. Gun Dealers - Record of Sale.
 13. Uniform Crime Reports Stats.
 14. Warrants-Misdemeanor Unserved.
 15. Range Inventory. Firearms Qualification Records.
 16. All fatal accident investigations.
 17. Felony Crime Reports providing:
 - a. There are no outstanding warrants.
 - b. There is no outstanding property in the automated property system, or national crime information center system.
 - c. Informant files.
 - d. Child abuse, molests, and neglect reports.
- D. The following records shall be maintained for at least twenty-five (25) years and may subsequently be destroyed.
1. Any felony arrest not mentioned above.
 2. Any other report, file or investigation that was not mentioned above.
 3. Officer-involved shootings.
- E. The following reports shall be maintained indefinitely.
1. Missing persons that have not been cleared.
 2. All homicide reports.
 3. Conviction for domestic violence.

RECORDS RETENTION POLICY
INYO COUNTY SHERIFF'S OFFICE
Exhibit "A"

CIVIL RECORDS

The policies listed below apply to the Sheriff's Department Civil Records.

- A. The following items shall be maintained for at least two (2) years and then subsequently be destroyed.
 - 1. Sheriff's instructions service sheets, and proof of service.

- B. The following items shall be maintained for at least three (3) years and then subsequently be destroyed.
 - 1. Earnings Withholding Orders (EWO'S), Bank Levies, all monies due levy type papers.

- C. Real estate levy or sales must be retained indefinitely.

- D. Destroy all copies of documents that our county is not the holder of (small claims, summons and complaints, and temporary restraining orders.)



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

25

FROM: Public Works Department

FOR THE BOARD MEETING OF: Nov. 6 2018

SUBJECT: Jail Fire Suppression Sprinklers Update

DEPARTMENTAL RECOMMENDATIONS:

Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, 22050 (C) (1), the Department of Public Works recommends your board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility. (4/5 vote)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During your October 9th, 2018, Board of Supervisors meeting, your Board took action to approve resolution No. 2018-43 authorizing emergency repairs and replacement of certain fire suppression sprinklers at the County Jail in order to permit the continued conduct of County operations and services at that facility.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Administrator
County Counsel
Risk Management

FINANCING: Funding is included in the Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance of Structures.


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: N/A Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: N/A Date _____

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 2018.10.31

RESOLUTION NO. 2018-43

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING
EMERGENCY REPAIRS AND REPLACEMENTS OF CERTAIN
FIRE SUPPRESSION SPRINKLERS AT THE COUNTY JAIL
IN ORDER TO PERMIT THE CONTINUED CONDUCT OF COUNTY
OPERATIONS AND SERVICES AT THAT FACILITY**

WHEREAS, recent tests of fire suppression sprinklers in the detention portion of the County Jail have revealed that those sprinklers might not activate properly in the event of a fire, posing a clear and imminent danger and requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, repairs or replacements of such fire suppression sprinklers are necessary to permit the continued conduct of county operations or services and it is necessary to commence such repairs and replacements immediately; and

WHEREAS, under such circumstances, Section 20134(a) of the California Public Contract Code provides that the board of supervisors, by four-fifths vote, may proceed at once to repair or replace any and all structures without adopting the plans, specifications, strain sheets or working details or, subject to Public Contract Code section 22050, giving notice for bids to let contracts.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors as follows:

SECTION ONE: The Board finds that an emergency exists with respect to the fire suppression sprinklers in the detention portion of the County Jail and that repairs or replacements of such structures are necessary immediately to prevent or mitigate the loss or impairment of life and to permit the continued conduct of county operations or services at that location.

SECTION TWO: The Inyo County Board of Supervisors finds based on the foregoing and other evidence presented to it, which shall be set forth in the minutes of the meeting at which this Resolution is adopted, that the emergency need for repairs and replacements described above

will not permit a delay resulting from a competitive solicitation for bids, and that the repairs and replacements are necessary to respond to the emergency.

SECTION THREE: Pursuant to Public Contract Code sections 20134(a) and 22050, the Board of Supervisors hereby delegates to the Acting County Administrator or his designee the authority to order and contract for the emergency repairs or replacements discussed above and to take any directly related and immediate action required by that emergency, in an amount not to exceed \$40,000, without the Board adopting the plans, specifications, strain sheets, or working details and without giving notice for bids to let contracts, to the fullest extent permitted by those code sections and other applicable law.

SECTION FOUR: In accordance with Public Contract Code Section 22050, the Board shall review and determine whether is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated.

PASSED AND ADOPTED this 9th day of October, 2018 by the following vote:

AYES : -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

NOES : -0-

ABSTAIN: -0-

ABSENT: -0-



Chair, Board of Supervisors

ATTEST: Clint G. Quilter
Acting Clerk of the Board

By: _____



Darcy Ellis, Assistant


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PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355] (*Division 2 enacted by Stats. 1981, Ch. 306.*)

PART 3. CONTRACTING BY LOCAL AGENCIES [20100 - 22178] (*Part 3 added by Stats. 1982, Ch. 465, Sec. 11.*)

CHAPTER 2.5. Emergency Contracting Procedures [22050- 22050.] (*Chapter 2.5 added by Stats. 1994, Ch. 803, Sec. 88.*)

22050. (a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c) (1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

(d) As used in this section, "public agency" has the same meaning as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Sections 20134, 20168, 20205.1, 20213, 20223, 20233, 20253, 20273, 20283, 20293, 20303, 20313, 20331, 20567, 20586, 20604, 20635, 20645, 20682, 20682.5, 20736, 20751.1, 20806, 20812, 20914, 20918, 20926, 20931, 20941, 20961, 20991, 21020.2, 21024, 21031, 21043, 21061, 21072, 21081, 21091, 21101, 21111, 21121, 21131, 21141, 21151, 21161, 21171, 21181, 21191,

21196, 21203, 21212, 21221, 21231, 21241, 21251, 21261, 21271, 21290, 21311, 21321, 21331, 21341, 21351, 21361, 21371, 21381, 21391, 21401, 21411, 21421, 21431, 21441, 21451, 21461, 21472, 21482, 21491, 21501, 21511, 21521, 21531, 21541, 21552, 21567, 21572, 21581, 21591, 21601, 21618, 21624, 21631, 21641, and 22035.

(Amended by Stats. 2017, Ch. 387, Sec. 16. (SB 205) Effective January 1, 2018.)



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

18

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 9, 2018

SUBJECT: Proposed resolution authorizing emergency repairs and replacements of certain fire suppression sprinklers in the County Jail in order to permit the continued conduct of County operations and services at that facility.

DEPARTMENTAL RECOMMENDATIONS:

Approve Resolution Titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Emergency Repairs and Replacements of Certain Fire Suppression Sprinklers at the County Jail in Order to Permit the Continued Conduct of County Operations and Services at that Facility". (4/5's vote required)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 27th, 2018, Dyne Fire Protection Labs tested the operating compliance of the fire suppression heads at the Inyo County Jail Facility. Fire suppression heads located in the Jail were tested and failed to meet compliance. With the fire suppression heads currently out of code, Public Works obtained pricing from Fire Systems Solutions to replace all suppression heads in order to meet fire code regulations. This situation poses an immediate threat to safety in the Jail, which constitutes an emergency under the Public Contract Code that the County can respond to without competitive bidding and the other requirements typically applicable to a public work contract. The proposed resolution would authorize emergency repairs and replacements of the affected fire suppression sprinklers and would delegate authority to the Acting County Administrator to contract for the repairs and replacements, subject to requirements of the Public Contract Code applicable to emergency work. In all, the County will be replacing approximately one hundred seventy five (175) suppression heads in the Jail.

Fire System Solutions has submitted an estimate to replace the affected fire suppression heads at a cost not to exceed \$26,000.00, and have indicated the capability of starting the work in two (2) weeks. To allow some cushion for contingencies, the proposed resolution authorizes the County Administrator to expend an amount not to exceed \$35,000 in responding to this emergency.

Public Works would like to relay the importance of replacing the fire suppression heads and recommends your Board approve the proposed resolution. Operating the Jail with underperforming fire suppression heads is a liability and safety issue.



ALTERNATIVES:

The Board could choose to not approve this request, however, this is not recommended because the Inyo County Jail is currently out of Code.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Administrator
County Counsel
Risk Management

FINANCING: Funding is included in the Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance of Structures.

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>10/3/18</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>10/3/2018</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)



Date: 10/3/2018



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: County Administrator-Office of Emergency Services

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Proposed Fiscal Year 2018 Emergency Management Performance Grant (EMPG) Program Application and Resolution No. 2018-48 identifying the County Administrator/Director of Emergency Services as the County's Authorized Agent for executing actions necessary to obtain the Fiscal Year 2018 Emergency Management Performance Grant (EMPG) and related federal financial assistance by the Department of Homeland Security through the State of California

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Review the proposed Federal Fiscal Year 2018 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable;

(B) Approve the submittal of the Federal Fiscal Year 2018 Emergency Management Performance Grant (EMPG) Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2018-48" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub awarded through the State of California; and

(C) Authorize the Chairperson to sign the Resolution Addendum letter.

SUMMARY DISCUSSION:

This is an application to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Federal Fiscal Year 2018. This is federal Department of Homeland Security funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for \$128,749 in grant funding.

The Federal Government, through the EMPG, provides direction, coordination and guidance, and provides necessary assistance, to support a comprehensive all-hazards emergency preparedness system. The FY 2018 EMPG will provide federal funds to assist emergency management obtain the resources required to support implementation of the National Preparedness System (NPS) and the National Preparedness Goal (NPG). The NPS outlines an organized process for everyone in the "whole community" to move forward with their preparedness activities and achieve the NPG. The NPG defines what it means for the "whole community" to be prepared for all types of disasters and emergencies. Preparedness is a shared responsibility, which calls for the involvement of everyone in preparedness efforts, not just government. By working, planning, preparing and training together, everyone can keep the community safe from harm and help keep it resilient when struck by hazards and disasters.

In FY 17/18, the County undertook an extensive Statewide recruitment to fill a new Emergency Services Manager (ESM) position that had been approved by your Board in July of 2016. A portion of the 2018 EMPG Program funds are budgeted to pay for the costs associated with the dedicated ESM position. The ESM was created to revitalize and further the County's emergency services training and response capabilities. Filling the ESM position has helped fulfill the demands of managing the County's emergency services, both locally and internally. With the increased frequency in which natural disasters have visited the county in recent years, and the County's need to rely on CalOES for assistance in responding to these disasters, it is important that Inyo has a designated staff member that can work closely with our regional CalOES representatives. With a noticeable increase in day-to-day requests that CalOES makes to counties relative to general emergency preparedness, the ESM has provided one-on-one communication and collaboration with all of the State regional representatives, making sure all of their requests are addressed in a timely manner.

In addition to being a standing and integral part of the County's emergency response and post-emergency recovery work, the ESM serves as a day-to-day liaison between the County's Director of Emergency Services and County departments, other Operational Areas, CalOES, local partnering agencies, local Tribes, local schools, local volunteer groups and community members; managing the EMPG Program grant; and, coordinating emergency management training and exercises for the County's workforce. Special projects, such as the recent Hazard Mitigation Plan, (and future efforts to secure hazard mitigation funding) and the Department of Water Resources-Flood Fight Material grant, are also coordinated by the ESM.

A generous portion of the 2018 EMPG Program funds will be used for the County to contract with a consultant to bring an extensive Emergency Operations Center (EOC) position specific training and exercise to Inyo County. Inyo County has had several high profile management officials recently retire. This has prompted the necessity for the expansion of an emergency operations training and exercise program that will enhance the County's preparation for, response to, and recovery from any type of disaster. The County realizes the importance of having a strong, unified and coordinated operational structure and process that appropriately integrates all critical stakeholders. The consultant contract will include the development of a functional exercise that provides the opportunity to further evaluate and improve the level of County preparedness. Training and exercise provide staff with the knowledge and understanding of identified roles and responsibilities when they respond to or are part of a disaster scene, or are stationed in an EOC. In addition, it helps to identify gaps in services. Those gaps are addressed in the After Action Report (AAR), which prompts an improvement plan and identifies future training needs.

ALTERNATIVES:

Your Board could choose not to apply for 2018 EMPG Program funding, however, this is not recommended. Demands for County emergency services – preparation, response, and recovery – continue to increase and exceed the capacity of current County resources. As a result, the County's effectiveness in day-to-day operations as well as emergency preparedness and response are diminished.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by State of California Governor's Office of Emergency Services (CalOES).

FINANCING:

The grant application is for \$128,749 and requires a dollar-for-dollar County match that has been included in the Fiscal Year 2018-2019 CAO Recommended Budget – EMPG 18-19 Budget #623818 and Disaster Services Budget #023700.

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: <u>yes</u> Date <u>10/22/18</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>10/30/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u>✓</u> Date <u>10/30/18</u>

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

CASTON

Date: 10/29/18



BOARD OF SUPERVISORS COUNTY OF INYO

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



November 6, 2018

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

On November 6, 2018, the Inyo County Board of Supervisors resolved that the County Administrative Officer / Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

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

Clint Quilter
County of Inyo
Interim County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
cquilter@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Dan Totheroh
Chairperson, Board of Supervisors

(Cal OES Use Only)							
Cal OES #	027-00000	FIPS #	027-00000	VS#		Subaward #	2018-0008

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Inyo 1a. DUNS#: 010706687
2. **Implementing Agency:** County of Inyo 2a. DUNS#: 010706687
3. **Implementing Agency Address:** 224 N. Edwards Street/P.O. Drawer N Independence 93526-0613
Street City Zip+4
4. **Location of Project:** Independence Inyo 93526-0613
City County Zip+4
5. **Disaster/Program Title:** Emergency Management Performance Grant **6. Performance Period:** 07/01/18 to 06/30/19
7. **Indirect Cost Rate:** N/A; 10% de Minimis; Federally Approved ICR; _____ %

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2018	8. EMPG		\$128,749		\$128,749		\$128,749	\$257,498
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$128,749		\$128,749		\$128,749	12G. Total Project Cost: \$257,498

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:** Clint Quilter 16. **Federal Employer ID Number:** 95-8005445
- Name: Clint Quilter Title: CAO-Director of Emergency Services
- Telephone: 760-878-0292 760-878-0456 Email: cquilter@inyocounty.us
(area code) (area code)
- Payment Mailing Address: P.O. Drawer N City: Independence Zip+ 4: 93526-0613
- Signature: _____ Date: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____	Date _____	Cal OES Director (or designee) _____	Date _____
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 10-26-18



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: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Date: 10-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 29

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

Clint G. Quilter Date: 10-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: November 6, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 10-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 31

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 10-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 32

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

FROM: Clint G. Quilter, Acting Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the special Board of Supervisors meeting of August 28, 2018 and the regular Board of Supervisors meetings of September 4, 2018, September 11, 2018, and September 25, 2018.

SUMMARY DISCUSSION: The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 10-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: November 6, 2018

SUBJECT: Treasury Status Report for the Quarter Ending September 30, 2018

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING: N/A

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> <div style="display: flex; justify-content: space-between; align-items: center;"> N/A Approved: _____ Date _____ </div>
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> <div style="display: flex; justify-content: space-between; align-items: center;"> N/A Approved: _____ Date _____ </div>
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> <div style="display: flex; justify-content: space-between; align-items: center;"> N/A Approved: _____ Date _____ </div>

DEPARTMENT HEAD SIGNATURE:  Date: 10/10/2018
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2018
DATE: October 10, 2018

The following status report of the County Treasury as of September 30, 2018 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 730 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:8/31/2018 was \$6,890,059.61 (Principal: \$4,222,649.00 + Interest = \$2,769,832.96 less Fees:\$-102,422.35)

C: Members of the Inyo County Treasury Oversight Committee

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
8/1/2018 to 8/31/2018

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 8/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 8/31/2018
OPEB	\$6,802,070.16	\$0.00	\$89,789.05	\$1,799.60	\$0.00	\$0.00	\$6,890,059.61
Totals	\$6,802,070.16	\$0.00	\$89,789.05	\$1,799.60	\$0.00	\$0.00	\$6,890,059.61

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
1.32%	3.02%	7.37%	7.68%	7.05%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

TREASURER'S DAILY RECONCILIATION

For the Business Day of:

9/28/2018

AUDITOR BALANCES:

<i>Beginning "Claim on Cash in Treasury"</i>	\$	129,224,570.64
Deposit Authorizations	\$	2,196,034.07
Checks Paid on: 09/28/18	\$	(129,054.02)
Outgoing Debits:		
	\$	(3,939,886.21)
	\$	-
	\$	-
 <i>Ending "Claim on Cash in Treasury"</i>	\$	127,351,664.48

PLEASE SEE ATTACHED EXHIBIT A

TREASURER BALANCES:

CASH ON HAND:

Drawer	\$	206.66
Vault	\$	3,315.00
Tax 1	\$	-

REMOTE DEPOSIT ON HAND:

Date:
Date:

BANK ACCOUNTS:

Union Bank - General Account.	\$	3,953,963.74
El Dorado #2107 - Directs Account	\$	10,000.00
El Dorado #9703 - Cash Account	\$	236,910.95

INVESTMENTS:

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$ 16,750,000.00	13.15%	50,000,000
UBS Money Market	\$ 2,500,000.00	1.96%	of 10.00%
Local Agencies	\$ 729,675.28	0.57%	of 100.00%
Federal Agencies	\$ 67,964,164.00	53.37%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ 9,884,101.56	7.76%	of 100.00%
Commercial Paper	\$ 2,943,061.67	2.31%	of 15.00%
Corporate Obligation	\$ 3,642,126.53	2.86%	of 30.00%
CDs	\$ 18,808,000.00	14.77%	of 30.00%

NOTES

Maturities > 1 Year	\$ 74,268,897.66	58.32%	of 60.00%
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GRAND TOTAL TREASURY BALANCE:

\$ 127,425,525.39

Treasury Over/Short: \$ 73,860.91

Explanation:	\$	33.30	9/20/18 SIFPD EL DORADO 9703 / CK 1902
	\$	(64,171.45)	9/28/18 PERS ICOE
	\$	(131,763.65)	9/28/18 PERS ICOE
	\$	(211,910.95)	9/28/18 EL DORADO XFR CK # 1904 / 9703
	\$	333,951.84	9/28/18 REMOTE DEPOSIT

\$ (73,860.91)

EXHIBIT A**Outgoing Debit Detail**

PERS-ICOE	(\$64,171.45)
PERS-ICOE	(\$131,763.65)
FED COUNTY	(\$257,014.36)
EDD COUNTY	(\$44,146.51)
WIRE-VALIC	(\$2,866.00)
WIRE-FTJ FUND	(\$9,229.33)
WIRE-IMCA 457	(\$6,547.04)
WIRE-HARTFORD	(\$1,596.36)
WIRE-ICMA 401	(\$269.10)
ACH CASDU	(\$127.26)
ACH CASDU	(\$127.26)
ACH CASDU	(\$1,219.49)
ACH COUNTY PAYROLL	(\$753,722.39)
EDD ED CORP	(\$1,307.44)
EDD COLLEGE BRIDGE	(\$1,641.85)
EDD ED CORP	(\$4,512.26)
EDD COLLEGE BRIDGE	(\$4,330.82)
EDD YOUTHBUILDER	(\$4,954.79)
EDD ICOE	(\$66,235.25)
EDD YOUTHBUILDER	(\$22,002.47)
FED LA ED CORP	(\$37,367.64)
FED YOUTHBUILDER	(\$91,924.21)
FED ICOE	(\$328,970.26)
ACH ICOE PAYROLL	(\$1,823,317.03)
ACH CASDU	(\$245.31)
WIRE UMPQUA	(\$88,376.25)
WIRE CA JUDICIAL	(\$22,076.25)
WIRE TC31	(\$129,925.37)
ACH INYO CO SP DIST	(\$28,030.64)
EDD INDY CEMETERY	(\$21.30)
EDD PIONEER CEMETERY	(\$576.78)
EDD LONE PINE CSD	(\$137.31)
EDD MT WHITNEY CEM	(\$12.20)
EDD OLANCHA CSD	(\$27.70)
EDD LONE PINE FIRE	(\$22.79)
EDD BIG PINE FIRE	(\$50.00)
EDD SO INYO FIRE	(\$26.00)
FED LONE PINE FIRE	(\$1,154.17)
FED SO INYO FIRE	(\$680.67)
FED OLANCHA CSD	(\$432.00)
FED MT WHITNEY CEM	(\$660.18)
FED LONE PINE CSD	(\$1,392.01)
FED PIONEER CEM	(\$3,884.25)
FED BIG PINE CEMETERY	(\$543.72)
FED INDY CEMETERY	(\$646.84)
FED BIG PINE FIRE	(\$466.97)
FED INDY FIRE	(\$267.78)
FED SIERRA HIGHLANDS	(\$865.50)
	(\$3,939,886.21)

TREASURER'S DAILY RECONCILIATION*For the Business Day of 09/28/2018*

Prepared and attached by:

Lavon Sargent



As of: 30-Sep-2018

Holdings - Reporting as of Settlement Date

Account: 6736305280 - COUNTY OF INYO

Asset Type	Asset Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	MARLIN BUSINESS BK 0.900% 10/18/18	18-Oct-2018	57116AMF2	245,000,000	\$245,000,000 USD	\$244,892.40 USD	N/A	(\$117.60) USD		
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135GBY74	3,000,000,000	\$2,989,950,000 USD	\$2,997,180,000 USD	AA+	\$7,230,000 USD		
Corporate Obligations	MERRICK BK SQ J C/D 1.350% 11/30/18	30-Nov-2018	59013JULT4	248,000,000	\$248,000,000 USD	\$247,843.76 USD	N/A	(\$156.24) USD		
Corporate Obligations	LIVE OAK BKG CO C/D 1.250% 12/10/18	10-Dec-2018	538036CC6	248,000,000	\$248,000,000 USD	\$247,799.12 USD	N/A	(\$200.88) USD		
Corporate Obligations	POST OAK BK C/D 1.150% 12/21/18	21-Dec-2018	73749AS7	248,000,000	\$248,000,000 USD	\$247,724.72 USD	N/A	(\$275.28) USD		
Corporate Obligations	ENERBANK USA UT C/D 1.500% 12/24/18	24-Dec-2018	29286NW78	245,000,000	\$245,000,000 USD	\$244,659.45 USD	N/A	(\$340.55) USD		
Cash & Cash Equivalents	JP MORGAN SECS DCIP 1/1/19	11-Jan-2019	48640QNB3	3,000,000,000	\$2,975,780,000 USD	\$2,975,780,000 USD		\$36,718.33 USD		
Corporate Obligations	CITIZENS PROGRESS CD 1.250% 2/12/19	12-Feb-2019	17654AA2	248,000,000	\$248,000,000 USD	\$247,511.44 USD	N/A	(\$486.56) USD		
Corporate Obligations	INFINITY FED CR C/D 1.900% 2/12/19	12-Feb-2019	45673KAQ9	248,000,000	\$248,000,000 USD	\$247,771.84 USD	N/A	(\$228.16) USD		
Corporate Obligations	BTC BK BETHANY C/D 1.200% 2/19/19	19-Feb-2019	05577FAQ1	248,000,000	\$248,000,000 USD	\$247,077.44 USD	N/A	(\$922.56) USD		
Corporate Obligations	FARM BUR BK FSB C/D 1.000% 2/19/19	19-Feb-2019	307660KJ8	248,000,000	\$248,000,000 USD	\$246,911.28 USD	N/A	(\$1,088.72) USD		
Corporate Obligations	HANMI BK LA CA C/D 1.350% 2/19/19	19-Feb-2019	410483BZ2	248,000,000	\$248,000,000 USD	\$247,221.28 USD	N/A	(\$778.72) USD		
Corporate Obligations	INVESTORS BK C/D 1.600% 2/25/19	25-Feb-2019	48176PEK7	248,000,000	\$248,000,000 USD	\$247,717.28 USD	N/A	(\$282.72) USD		
Corporate Obligations	LAKESIDE BK C/D 1.500% 2/28/19	28-Feb-2019	51210SKU0	248,000,000	\$248,000,000 USD	\$247,717.28 USD	N/A	(\$282.72) USD		
Corporate Obligations	MERCANTILE TR BK C/D 1.500% 2/28/19	28-Feb-2019	58755DEL4	248,000,000	\$248,000,000 USD	\$247,717.28 USD	N/A	(\$282.72) USD		
Corporate Obligations	FIRST BK CHARLESTN CD 1.500% 3/29/19	29-Mar-2019	31909PAX9	248,000,000	\$248,000,000 USD	\$247,134.48 USD	N/A	(\$965.52) USD		
Corporate Obligations	LUANA SVGS BK C/D 1.300% 3/29/19	29-Mar-2019	549103SU4	245,000,000	\$245,000,000 USD	\$243,897.50 USD	N/A	(\$1,102.50) USD		
Government Obligations	US TREAS NTS 1.625% 3/31/19	31-Mar-2019	912828C65	3,000,000,000	\$2,986,406.25 USD	\$2,986,180.00 USD	N/A	\$1,773.75 USD		
Corporate Obligations	MARLIN BUSINESS C/D 1.100% 4/23/19	29-Apr-2019	57116ALN6	248,000,000	\$248,000,000 USD	\$246,762.48 USD	N/A	(\$1,237.52) USD		
Corporate Obligations	PRIVATEBANK & TC C/D 1.100% 5/06/19	06-May-2019	74267GVC8	248,000,000	\$248,000,000 USD	\$246,707.92 USD	N/A	(\$1,292.08) USD		
Corporate Obligations	UNION BK CALIF MTN 2.250% 5/06/19	06-May-2019	90520EAF8	1,600,000,000	\$1,610,860,000 USD	\$1,595,568.00 USD	A	(\$15,312.00) USD		
Government Obligations	FNMA BPS 5/24/19 1.150%	24-May-2019	3136G2YF8	2,000,000,000	\$2,000,000,000 USD	\$1,983,200,000 USD	AA+	(\$16,800.00) USD		
Corporate Obligations	FIRST BUS BK C/D 1.450% 5/28/19	28-May-2019	31939QL69	248,000,000	\$248,000,000 USD	\$246,653.36 USD	N/A	(\$1,346.64) USD		
Corporate Obligations	MB FINL BK NA C/D 1.400% 6/03/19	03-Jun-2019	55286CPU4	248,000,000	\$248,000,000 USD	\$247,285.92 USD	N/A	(\$734.08) USD		
Corporate Obligations	WASHINGTON TR CO C/D 1.400% 6/04/19	04-Jun-2019	940837HJ3	248,000,000	\$248,000,000 USD	\$247,258.48 USD	N/A	(\$741.52) USD		
Corporate Obligations	CAROLINA ALLIANCE C/D 1.200% 6/24/19	24-Jun-2019	14376RAT4	248,000,000	\$248,000,000 USD	\$245,998.64 USD	N/A	(\$2,001.36) USD		
Government Obligations	FFCS BDS 7/01/19 0.950%	01-Jul-2019	3133EGJCO	3,000,000,000	\$3,000,000,000 USD	\$2,964,870.00 USD	AA+	(\$35,130.00) USD		
Government Obligations	US TREAS NTS 0.750% 7/15/19	15-Jul-2019	912828S43	5,000,000,000	\$4,933,007.81 USD	\$4,929,900.00 USD	N/A	(\$3,107.81) USD		
Corporate Obligations	IMPCUL BANK C/D 2.050% 8/07/19	07-Aug-2019	90421MBM4	248,000,000	\$248,000,000 USD	\$247,256.00 USD	N/A	(\$744.00) USD		
Corporate Obligations	STATE BK INDIA C/D 2.100% 8/19/19	19-Aug-2019	856283ZA7	248,000,000	\$248,000,000 USD	\$247,256.00 USD	N/A	(\$744.00) USD		
Corporate Obligations	WELCH ST BK OK C/D 1.050% 8/19/19	19-Aug-2019	949095AY9	248,000,000	\$248,000,000 USD	\$245,076.08 USD	N/A	(\$2,923.92) USD		
Corporate Obligations	EAST BOSTON SVGS C/D 1.700% 8/23/19	23-Aug-2019	27113PAK7	248,000,000	\$248,000,000 USD	\$246,365.68 USD	N/A	(\$1,634.32) USD		



As of: 30-Sep-2018

Holdings - Reporting as of Settlement Date

Account: 6736305280 - COUNTY OF INYO

Asset Type	Asset Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Government Obligations	FNMA NT 1.250% 10/28/19	28-Oct-2019	3135G0Q71	2,000,000,000	\$2,000,000,000	\$1,970,000,000	AA+	(\$30,000.00) USD		
Government Obligations	FFCB BDS 1.300% 11/25/19	25-Nov-2019	3133EGBK0	2,000,000,000	\$1,997,000,000	\$1,966,240,000	AA+	(\$28,760.00) USD		
Corporate Obligations	LCA BK CORP PK C/D 1.650% 11/23/19	25-Nov-2019	50179BHN5	248,000,000	\$248,000,000	\$246,333,444	N/A	(\$1,666.56) USD		
Government Obligations	FHLMC NTS 1.350% 11/28/19	26-Nov-2019	3134GBKRW6	1,000,000,000	\$1,000,000,000	\$984,500,000	AA+	(\$15,500.00) USD		
Government Obligations	FNMA NT 1.400% 11/26/19	26-Nov-2019	3136GZYA9	2,000,000,000	\$2,000,000,000	\$1,970,900,000	AA+	(\$29,100.00) USD		
Corporate Obligations	SALLIE MALE BK C/D 2.000% 12/09/19	09-Dec-2019	795450XF7	245,000,000	\$245,000,000	\$243,231,100	N/A	(\$1,768.90) USD		
Corporate Obligations	FIRST BUSINESS BK C/ 1.600% 1/21/20	21-Jan-2020	3193QR30	245,000,000	\$245,000,000	\$241,714,550	N/A	(\$3,285.45) USD		
Corporate Obligations	CONTINENTAL BK C/D 1.100% 1/29/20	29-Jan-2020	211163FC8	248,000,000	\$248,000,000	\$242,973,040	N/A	(\$5,026.96) USD		
Corporate Obligations	AMERICAN ST BK C/D 1.450% 2/05/20	05-Feb-2020	02972BAT9	245,000,000	\$245,000,000	\$241,080,000	N/A	(\$3,920.00) USD		
Corporate Obligations	STEARNS BK NA ST C/D 1.600% 2/26/20	26-Feb-2020	85789ATX7	248,000,000	\$248,000,000	\$244,302,320	N/A	(\$3,697.68) USD		
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	28-Feb-2020	33646CFN9	248,000,000	\$248,000,000	\$246,412,800	N/A	(\$1,587.20) USD		
Corporate Obligations	WEBBANK SALT LAKE C/D 1.850% 3/30/20	30-Mar-2020	947547JN6	248,000,000	\$248,000,000	\$244,847,920	N/A	(\$3,152.08) USD		
Government Obligations	FHLMC NTS 1.600% 4/13/20	13-Apr-2020	3130AB3F1	1,000,000,000	\$1,000,000,000	\$982,080,000	AA+	(\$17,920.00) USD		
Government Obligations	FFCB BD 2.500% 4/23/20	23-Apr-2020	3133EJMA4	2,000,000,000	\$2,000,000,000	\$1,989,780,000	AA+	(\$10,220.00) USD		
Government Obligations	FHLMC WTN SU 1.000% 4/24/20	24-Apr-2020	3134GBGBD8	2,000,000,000	\$1,998,000,000	\$1,975,640,000	AA+	(\$22,360.00) USD		
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	24-Apr-2020	87165FGF5	248,000,000	\$248,000,000	\$245,192,640	N/A	(\$2,807.36) USD		
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20	27-Apr-2020	08173QBPO	248,000,000	\$248,000,000	\$243,459,120	N/A	(\$4,540.88) USD		
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	30-Apr-2020	94986TTT4	250,000,000	\$250,000,000	\$248,757,500	N/A	(\$1,242.50) USD		
Corporate Obligations	GOLDMAN SACHS BK C/D 1.900% 5/06/20	06-May-2020	38148USU6	248,000,000	\$248,000,000	\$244,696,640	N/A	(\$3,303.36) USD		
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20	07-May-2020	02587DXT0	245,000,000	\$245,000,000	\$241,572,450	N/A	(\$3,427.55) USD		
Government Obligations	FFCB BDS 1.420% 5/18/20	18-May-2020	3133EGAX3	1,000,000,000	\$999,490,000	\$978,040,000	AA+	(\$21,450.00) USD		
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20	29-May-2020	201282HB9	245,000,000	\$245,000,000	\$240,903,600	N/A	(\$4,096.40) USD		
Corporate Obligations	EVERGREEN BK GROUP C/D 1.600% 5/29/20	29-May-2020	300185FM2	248,000,000	\$248,000,000	\$243,245,840	N/A	(\$4,754.16) USD		
Corporate Obligations	CIT BANK SLC UT C/D 2.300% 6/30/20	30-Jun-2020	17284DDN9	248,000,000	\$248,000,000	\$245,837,440	N/A	(\$2,162.56) USD		
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	30-Jun-2020	401228AW1	245,000,000	\$245,000,000	\$241,925,250	N/A	(\$3,074.75) USD		
Corporate Obligations	CAPITAL ONE BK C/D 2.250% 7/07/20	01-Jul-2020	14042DSX9	248,000,000	\$248,000,000	\$244,984,320	N/A	(\$3,015.68) USD		
Government Obligations	FFCB BDS 1.190% 7/13/20	13-Jul-2020	3133EGLB9	2,000,000,000	\$1,999,000,000	\$1,943,580,000	AA+	(\$55,420.00) USD		
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20	15-Jul-2020	14042E4P2	248,000,000	\$248,000,000	\$245,286,880	N/A	(\$2,713.12) USD		
Government Obligations	US TREAS NTS 1.500% 7/15/20	15-Jul-2020	9128282J8	2,000,000,000	\$1,984,687,500	\$1,954,540,000	N/A	(\$10,147.50) USD		
Corporate Obligations	PNC FINL SERV 2.600% 7/15/20	21-Jul-2020	69353RES3	1,000,000,000	\$1,027,646,500	\$992,840,000	A	(\$34,806.50) USD		
Corporate Obligations	IOWA ST BK C/D 1.550% 7/19/20	29-Jul-2020	48236YAH2	245,000,000	\$245,000,000	\$242,003,650	N/A	(\$2,996.35) USD		
Corporate Obligations	LUBBOCK NATL BK C/D 1.550% 7/19/20	29-Jul-2020	549152CM6	245,000,000	\$245,000,000	\$241,562,650	N/A	(\$3,437.35) USD		
Corporate Obligations	CARROLL CNTY ST C/D	12-Aug-2020	145087AH5	248,000,000	\$248,000,000	\$240,788,160	N/A	(\$7,211.84) USD		



As of: 30-Sep-2018

Holdings - Reporting as of Settlement Date

Account: 6736305280 - COUNTY OF INYO

Asset Type	Asset Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	1.200% 8/12/20									
Corporate Obligations	IRQUOIS FED SVGS CI 1.600% 8/12/20	12-Aug-2020	46355PBV9	248,000,000	\$248,000,000 USD	\$242,390,720 USD	N/A	(\$5,669,280) USD		
Corporate Obligations	BRIDGEWATER BK C/D 1.500% 8/17/20	17-Aug-2020	10662ZET4	248,000,000	\$248,000,000 USD	\$241,807,440 USD	N/A	(\$6,192,560) USD		
Corporate Obligations	KS STATBANK C/D 1.550% 8/19/20	19-Aug-2020	50116CAJ8	248,000,000	\$248,000,000 USD	\$244,136,160 USD	N/A	(\$3,863,840) USD		
Corporate Obligations	EVERBK JACKSONVILL CD2.050% 8/28/20	28-Aug-2020	29976DA59	248,000,000	\$248,000,000 USD	\$244,193,200 USD	N/A	(\$3,806,800) USD		
Corporate Obligations	ORRSTOWN BK C/D 2.000% 8/28/20	28-Aug-2020	687377DS7	248,000,000	\$248,000,000 USD	\$243,962,560 USD	N/A	(\$4,037,440) USD		
Corporate Obligations	BARCLAYS BK C/D 2.200% 9/16/20	16-Sep-2020	06740KJK4	248,000,000	\$248,000,000 USD	\$244,964,480 USD	N/A	(\$3,035,520) USD		
Corporate Obligations	FIRST SVC BK GREEN CD1.500% 11/12/20	12-Nov-2020	33640VBG2	248,000,000	\$248,000,000 USD	\$240,721,200 USD	N/A	(\$7,278,800) USD		
Corporate Obligations	MAPLE CITY SVGS C/D 1.500% 12/07/20	07-Dec-2020	58511PAC2	248,000,000	\$248,000,000 USD	\$240,428,560 USD	N/A	(\$7,571,440) USD		
Corporate Obligations	HSBC BANK USA C/D S/ 1.625% 12/09/20	09-Dec-2020	40434AE82	248,000,000	\$248,000,000 USD	\$246,023,440 USD	N/A	(\$1,976,560) USD		
Corporate Obligations	BMW BK N.A. SL C/D 2.250% 12/18/20	18-Dec-2020	05590ADM3	245,000,000	\$245,000,000 USD	\$241,089,800 USD	N/A	(\$3,910,200) USD		
Government Obligations	FHLMC MTN 1.700% 12/22/20	22-Dec-2020	3134GBSA1	2,000,000,000	\$2,000,000,000 USD	\$1,949,180,000 USD	AA+	(\$50,820,000) USD		
Corporate Obligations	BANK HAPCALUM C/D 2.050% 1/15/21	15-Jan-2021	06251AL40	245,000,000	\$245,000,000 USD	\$240,070,600 USD	N/A	(\$4,929,400) USD		
Government Obligations	FHLB BDS 1/29/21	29-Jan-2021	3130ADC26	2,000,000,000	\$2,000,000,000 USD	\$1,961,620,000 USD	AA+	(\$38,380,000) USD		
Corporate Obligations	COMMUNITY FINL C/D 1.600% 2/17/21	17-Feb-2021	20364ABA2	248,000,000	\$248,000,000 USD	\$240,153,280 USD	N/A	(\$7,846,720) USD		
Corporate Obligations	IBM SR GLBL NT 2.250% 2/19/21	19-Feb-2021	459200JF9	1,000,000,000	\$1,000,000,000 USD	\$979,810,000 USD	A+	(\$23,190,000) USD		
Corporate Obligations	INVESTORS CMNTY BK 1.800% 2/26/21	26-Feb-2021	46147USN1	248,000,000	\$248,000,000 USD	\$241,192,400 USD	N/A	(\$6,807,600) USD		
Corporate Obligations	UNION ST BK CLAY C/D 1.900% 3/24/21	24-Mar-2021	908414BK0	248,000,000	\$248,000,000 USD	\$241,514,800 USD	N/A	(\$6,485,200) USD		
Government Obligations	FNMA NTS 5/06/21	06-May-2021	3135GDK69	2,000,000,000	\$1,983,900,000 USD	\$1,919,740,000 USD	AA+	(\$65,160,000) USD		
Government Obligations	FNMA NT 5/26/21	26-May-2021	3136G3PR0	2,000,000,000	\$2,000,000,000 USD	\$1,931,060,000 USD	AA+	(\$69,940,000) USD		
Corporate Obligations	PRIVATEBANK & TC C/D 1.500% 5/26/21	26-May-2021	74267GVG9	248,000,000	\$248,000,000 USD	\$235,012,480 USD	N/A	(\$13,987,520) USD		
Corporate Obligations	UBS BK USA SALT C/D 1.650% 6/07/21	07-Jun-2021	90348JAR1	248,000,000	\$248,000,000 USD	\$238,853,760 USD	N/A	(\$9,146,240) USD		
Corporate Obligations	MERCANTIL COMMERCE CD1.650% 6/24/21	24-Jun-2021	58733ACY3	248,000,000	\$248,000,000 USD	\$238,690,080 USD	N/A	(\$9,309,920) USD		
Government Obligations	FNMA NTS 7/27/21	27-Jul-2021	3136G3H24	6,000,000,000	\$6,000,000,000 USD	\$5,767,440,000 USD	AA+	(\$232,560,000) USD		
Government Obligations	FHLB BDS SU 9/30/21	30-Sep-2021	3130A9DH1	3,000,000,000	\$3,000,000,000 USD	\$2,913,870,000 USD	AA+	(\$86,130,000) USD		
Corporate Obligations	APEX BK CAMDEN TN CD1.500% 10/12/21	12-Oct-2021	03753XAO3	248,000,000	\$248,000,000 USD	\$236,579,600 USD	N/A	(\$11,420,400) USD		
Government Obligations	FHLMC MTN 10/27/21	27-Oct-2021	3134GBWK4	3,000,000,000	\$3,000,000,000 USD	\$2,901,690,000 USD	AA+	(\$98,310,000) USD		
Corporate Obligations	DISCOVER BK C/D 1.750% 11/02/21	02-Nov-2021	254672M39	245,000,000	\$245,000,000 USD	\$233,230,200 USD	N/A	(\$11,769,800) USD		
Corporate Obligations	JPMORGAN CHASE C/D 1.800% 11/18/21	18-Nov-2021	48126XLB9	248,000,000	\$248,000,000 USD	\$236,073,680 USD	N/A	(\$11,926,320) USD		
Corporate Obligations	JEFFERSON FINL C/D 2.200% 11/22/21	22-Nov-2021	474087AJ4	248,000,000	\$248,000,000 USD	\$241,313,920 USD	N/A	(\$6,686,080) USD		
Government Obligations	FHLMC MTN 11/24/21	24-Nov-2021	3134GBMX7	1,020,000,000	\$1,020,000,000 USD	\$986,044,200 USD	AA+	(\$33,955,800) USD		
Government Obligations	FHLB CONS BD 1.875% 11/29/21	29-Nov-2021	3130AABG2	2,000,000,000	\$1,977,324,000 USD	\$1,937,460,000 USD	AA+	(\$39,864,000) USD		
Corporate Obligations	TEXAS EXCHANGE BK 30-Nov-2021	30-Nov-2021	88241TAV2	248,000,000	\$248,000,000 USD	\$237,479,840 USD	N/A	(\$10,520,160) USD		



As of: 30-Sep-2018

Holdings - Reporting as of Settlement Date

Account: 6736305280 - COUNTY OF INYO

Asset Type	Asset Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Government Obligations	C/D:1.700% 11/30/21									
Government Obligations	FFCB BDS 2.730% 14-Feb-2022	14-Feb-2022	3133EJCG2	2,000,000.0000	\$2,000,000.00 USD	\$1,982,920.00 USD	AA+	(\$17,080.00) USD		
Corporate Obligations	STATE BK INDIA YC/D 2.350% 2/24/22	24-Feb-2022	862846J8	248,000.0000	\$248,000.00 USD	\$241,739.00 USD	N/A	(\$6,262.00) USD		
Corporate Obligations	JPMORGAN CHASE BK CD 2.350% 2/28/22	28-Feb-2022	48126XYN9	248,000.0000	\$248,000.00 USD	\$241,685.92 USD	N/A	(\$6,314.08) USD		
Corporate Obligations	UNITED CHURCH BKS C/D 2.650% 3/01/22	01-Mar-2022	90984P5A9	248,000.0000	\$248,000.00 USD	\$239,302.64 USD	N/A	(\$8,697.36) USD		
Corporate Obligations	BELMONT SVGS BK C/D 2.150% 3/21/22	21-Mar-2022	060515BV0	248,000.0000	\$248,000.00 USD	\$239,927.60 USD	N/A	(\$8,072.40) USD		
Corporate Obligations	AMERICAN EXP CEN C/D 2.450% 4/05/22	05-Apr-2022	02587DN38	248,000.0000	\$248,000.00 USD	\$240,844.32 USD	N/A	(\$7,155.68) USD		
Government Obligations	FHLMC MTN S/U 1.500% 6/15/21	15-Jun-2022	3134GBRV6	1,000,000.0000	\$1,000,000.00 USD	\$988,060.00 USD	AA+	(\$11,940.00) USD		
Government Obligations	FFCB BDS 2.150% 7/12/22	12-Jul-2022	3133EHQZ9	2,000,000.0000	\$2,000,000.00 USD	\$1,924,840.00 USD	AA+	(\$75,160.00) USD		
Government Obligations	FFCB BDS 2.000% 9/12/22	12-Sep-2022	3133EHXZ1	3,000,000.0000	\$3,000,000.00 USD	\$2,883,150.00 USD	AA+	(\$116,850.00) USD		
Government Obligations	FFCB BDS 2.150% 9/28/22	28-Sep-2022	3133EHAY8	3,000,000.0000	\$3,000,000.00 USD	\$2,864,230.00 USD	AA+	(\$115,770.00) USD		
Corporate Obligations	MOUNTAIN AMER FED C/D 2.40% 11/30/22	30-Nov-2022	62384RAD8	248,000.0000	\$248,000.00 USD	\$239,962.32 USD	N/A	(\$8,037.68) USD		
Government Obligations	FEDERAL HOME LN MTG 3.000% 1/30/23	30-Jan-2023	3134GSR56	3,000,000.0000	\$3,000,000.00 USD	\$2,966,280.00 USD	AA+	(\$33,720.00) USD		
Corporate Obligations	MORGAN STANLEY BK CD 2.850% 2/08/23	08-Feb-2023	61747MJ77	248,000.0000	\$248,000.00 USD	\$241,904.16 USD	N/A	(\$6,095.84) USD		
Government Obligations	FHLMC NTS 2.850% 2/23/23	23-Feb-2023	3134GSDH6	2,000,000.0000	\$2,000,000.00 USD	\$1,964,840.00 USD	AA+	(\$35,160.00) USD		
Government Obligations	FHLB BDS S/U 2.500% 2/27/23	27-Feb-2023	3130ADNL2	2,000,000.0000	\$2,000,000.00 USD	\$1,986,360.00 USD	AA+	(\$13,640.00) USD		
Government Obligations	FHLMC NTS 3.000% 3/15/23	15-Mar-2023	3134GSEQ4	2,000,000.0000	\$2,000,000.00 USD	\$1,973,820.00 USD	AA+	(\$26,180.00) USD		
Government Obligations	FFCB BDS 2.970% 4/10/23	10-Apr-2023	3133EJKK4	2,000,000.0000	\$1,999,500.00 USD	\$1,975,360.00 USD	AA+	(\$24,140.00) USD		
SUBTOTALS										
Cash & Cash Equivalents					\$2,943,061.67 USD	\$2,979,780.00 USD		\$36,718.33 USD		
Government Obligations					\$77,848,265.56 USD	\$76,377,594.20 USD		(\$1,470,671.36) USD		
Corporate Obligations					\$22,450,126.53 USD	\$22,079,503.58 USD		(\$370,622.95) USD		
TOTALS					\$103,241,453.76 USD	\$101,436,877.78 USD		(\$1,804,575.98) USD		

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 599636
Receipt Number: 2533542
Geographical Code: 1400
Copies Mailed Date: October 16, 2018
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: BERGUEM, SALOUA
Name of Business: GRILL THE
Location of Business: 446 S MAIN ST
LONE PINE, CA 93545
County: INYO
Is Premise inside city limits? No

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INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD
Census Tract 0008.00

Mailing Address:
(If different from
premises address)

Type of license(s): 41

Transferor's license/name: 540176 / MEYLEMANS, CLAUDINE
HELENE Dropping Partner: Yes ___ No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include On-Sale Beer And Wine, ANNUAL FEE, STATE FINGERPRINTS, FEDERAL FINGERPRINTS, and a Total row.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? No
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications
of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the
Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: October 2, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive
officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the
foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or
applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made;

(4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety
(90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or
transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with
no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to
share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license
if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

BERGUEM, SALOUA

Recorded 227 Forthcoming

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **600523**
 Receipt Number: **2536483**
 Geographical Code: **1400**
 Copies Mailed Date: **October 29, 2018**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **INDEPENDENCE STATIONS INC.**

Name of Business: **NA**

Location of Business: **130 S EDWARDS ST
 INDEPENDENCE, CA 93526**

County: **INYO**

Is Premise inside city limits? **No**

Census Tract **0005.00**

Mailing Address:
 (If different from
 premises address)

Type of license(s): **20**

Transferor's license/name: **539604 / FRESH & EASY LLC**

Dropping Partner: Yes No

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 INYO COUNTY
 ADMINISTRATOR
 CLERK OF THE CLERK

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win.	PREMISE TO PREMISE TRANSFER	NA	Y	0	10/29/18	\$100.00
20 - Off-Sale Beer And Win.	PERSON-TO-PERSON TRANSFER	NA	Y	0	10/29/18	\$50.00
20 - Off-Sale Beer And Win.	ANNUAL FEE	NA	Y	0	10/29/18	\$283.00
NA	FEDERAL FINGERPRINTS	NA	N	1	10/29/18	\$24.00
NA	STATE FINGERPRINTS	NA	N	1	10/29/18	\$39.00
Total						\$496.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: October 29, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

INDEPENDENCE STATIONS INC.