

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.

January 8, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Los Angeles Department of Water and Power v. County of Inyo, Kern Superior Court Case No. BCV-18-101513-KCT (CEQA).**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case Nos. BVC-18-101260; BVC-18-101261; and BVC-18-101262.**
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**
5. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Public Works Director.**
6. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Water Director.**

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

7. **REPORT ON CLOSED SESSION**
8. **ELECTION OF OFFICERS – The Board will elect a Chairperson and Vice-Chairperson for Calendar 2019.**
9. **PUBLIC COMMENT**
10. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

11. **INTRODUCTIONS** – New Risk Manager Aaron Holmberg will be introduced to the Board.
12. **PROCLAMATION – Supervisor Kingsley** – Request Board: A) approve a proclamation titled, “A Proclamation of the Board of Supervisors, County of Inyo, State of California Honoring Olancho-Cartago Fire Chief Steve Davis on the Occasion of His Retirement;” and B) present the proclamation to Chief Davis.
13. **PROCLAMATION – Health & Human Services** – Request Board approve a proclamation declaring January 2019 as Positive Parenting Awareness Month in Inyo County.

DEPARTMENTAL – PERSONNEL ACTIONS

14. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in the Solid Waste Budget, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Gate Attendant, Range 48 (\$2,740 - \$3,320), from the recently established eligibility list.
15. **ASSESSOR** – Request Board: A) consistent with the Fiscal Year 2018-2019 Board Approved Budget, change the authorize strength in the Assessor's Office by adding one (1) full-time Auditor-Appraiser II, Range 72 (\$4,787 - \$5,815) and; B) find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested position exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates meet the qualifications for the position, an internal recruitment is appropriate; and 3) approve the hiring of one (1) Auditor-Appraiser II, Range 72 (\$4,787 - \$5,815).
16. **HEALTH AND HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Assistant to the HHS Director exists in non-General Fund and IC-GOLD Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Assistant to the HHS Director at Range 70 (\$4,569 - \$5,557).
17. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of non-General Fund Community Mental Health funding for the position of A-PAR Program Services Assistant (PSA) I or II exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely that the vacancy could be filled by internal candidates meeting the qualifications for the position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) A-PAR PSA I at Range 39PT (\$11.93 - \$14.48/hr.) or PSA II at Range 42PT (\$12.75 - \$15.52/hr.), depending upon qualifications.
18. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk II at Range 50 (\$2,860 - \$3,478).
19. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested Airport Supervisor Operations position exists within the Airport Budgets, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) authorize the hiring of one (1) Airport Supervisor Operations at Range 63 (\$3,867 - \$4,705).

20. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Deputy Sheriff position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Deputy Sheriff, Range 67SA-SC (\$4,317 – \$5,791), and authorize up to the E step for a qualified lateral applicant.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

21. **Advertising County Resources** – Request Board approve a final payment of \$650 from the Fiscal Year 2017-2018 Advertising County Resources Budget to the Bishop Area Chamber of Commerce for the 2018 Inyo County FAM Tours.
22. **Information Services** – Request Board: A) approve a lease agreement with Canon Financial Services, having a term of 60 months in an amount estimated not to exceed \$90,000 per year (based on the estimated number of copies using actual copy counts of Fiscal Year 2017-2018), contingent on adoption of future budgets for fiscal years covered by the term of the agreement; and B) authorize the Chairperson to sign.
23. **Parks & Recreation** – Request Board approve request from Mr. Allan Johnson to reserve all campsites at Portagee Joe Campground October 10 through October 12, 2019.

PUBLIC WORKS

24. Request Board: A) award the three-year (January 8, 2019 – December 31, 2021) contract for the Inyo County Floor Cleaning Services to Toss Properties of Ridgecrest, CA in an amount not to exceed \$80,418 with an annual limit of \$26,806; B) authorize the Chairperson to sign, contingent upon Board approval of future budgets and appropriate signatures being obtained; and C) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.
25. Request Board approve Amendment No. 19 to the County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation to increase the contract amount by \$29,400 for a total not-to-exceed amount of \$2,790,593, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

26. **BOARD OF SUPERVISORS – Supervisor Kingsley** – Request Board change its previous policy direction and assign Assistant County Counsel John Vallejo to serve as the Alternate Director to the Indian Wells Groundwater Authority Board of Directors.
27. **TREASURER-TAX COLLECTOR** – Request Board approve the 2019 Statement of Investment Policy with recommended changes.
28. **TREASURER-TAX COLLECTOR** – Request Board approve Resolution No. 2019-01, titled, “A Resolution of the Board of Supervisors of the County of Inyo Delegating to the County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code.”
29. **WATER DEPARTMENT** – Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner to an unexpired four-year term ending December 31, 2022.
30. **HEALTH & HUMAN SERVICES – Health** – Request Board ratify and approve Agreement No. 18-95039 between the County of Inyo Health and Human Services and the California Department of Health Care Services for the Medi-Cal Inmate Program (MCIP) in the amount of \$100,087.11 for the period of July 1, 2018 to June 30, 2019, and authorize the HHS Director to sign.

31. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board consider approval of Resolution No. 2019-02, titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal During the Lower Owens River Clean-up.”
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.

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

- 11 a.m. 37. **AG COMMISSIONER** – Request Board:
- A) conduct a public hearing on the consideration of county commercial cannabis licenses for
 - retail classification licenses in cannabis Zone 5C
 - cultivation in excess of 5,000 square feet classification licenses in Zone 5C
 - retail classification licenses in Zone 5G
 - cultivation in excess of 5,000 square feet classification licenses in Zone 5G
 - manufacturing level 1 classification licenses in Zone 5G, and
 - microbusiness classification licenses in Zone 5G;
 - B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the County and the state of California including payment of all required fees and taxes; and
 - C) deny those applications that failed to meet the 80% minimum requirement and authorize final letters of rejection.

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)

39. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

40. **Inyo County Sheriff** – Sheriff’s Office and Jail overtime report for November 2018.
41. **Department of Alcoholic Beverage Control** – Application for Person-to-Person and Premise-to-Premise Transfer of Off-Sale Beer and Wine License from Whole Living LLC to Nicholas Scira of Creekside RV Park, 1949 South Lake Rd., Bishop, CA.



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: January 8, 2018

SUBJECT: Proclamation declaring January 2019 as Positive Parenting Awareness Month

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a proclamation declaring January 2019 as Positive Parenting Awareness Month in Inyo County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The attached proclamation recognizes the power of positive parenting, noting that raising children to become healthy, confident, and capable individuals is the most important job parents and caregivers have; that the quality of parenting is one of the most powerful predictors of children's future social, emotional, physical and cognitive health; and positive parenting programs can prevent or mitigate the effects of Adverse Childhood Experiences (ACEs) such as child abuse, neglect, or other traumatic events that can create dangerous levels of stress and impair lifelong health and well-being.

In January 2012, the Santa Cruz County Board of Supervisors and First 5 Santa Cruz proclaimed the first Positive Parenting Awareness month. Since then, the movement has grown to include other California counties, including Napa, Sonoma, and Mendocino.

Locally, Inyo County Health and Human Services facilitates the Inyo Triple P Network, comprised of 7 agencies and 24 facilitators trained in and/or implementing Triple P, the evidence based program proven to help parents and caregivers build skills to meet the challenges of parenting. Agencies include: Inyo County Health and Human Services via the following programs: First 5, Maternal Child Adolescent Health, Substance Use Disorder Prevention, Behavioral Health, CPS, FIRST, and Tecopa Community Center; Probation; Great Steps Ahead; Kern Regional Center; Bishop Pediatrics; IMACA; Owens Valley Career Development Center and Wild Iris.

Inyo County Health and Human Services is respectfully requesting approval of the attached proclamation declaring January 2019 as Positive Parenting Awareness Month in Inyo County.

ALTERNATIVES:

Your Board could choose to not to adopt this resolution, which would mean that January 2019 would not be declared as Positive Parenting Awareness Month countywide.

OTHER AGENCY INVOLVEMENT:

Kern Regional Center, Owens Valley Career Development Center's Tuniwa Nobi Family Literacy Program, Northern Inyo Hospital Pediatrics, IMACA, Great Steps Ahead and Wild Iris.

FINANCING:

No funding is involved with this resolution.

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: _____

[Signature]
12/25/2012

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: _____

[Signature]

12/21/18



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING JANUARY 2019
POSITIVE PARENTING AWARENESS
MONTH IN INYO COUNTY**



***WHEREAS**, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have, and positive parenting strengthens family relationships, increases parents' confidence and promotes children's healthy development; and*

***WHEREAS**, the quality of parenting or caregiving is one of the most powerful predictors of children's future social, emotional and physical health, and in Inyo County, families come in many forms and children are raised by parents, grandparents, foster parents, family members and other caregivers; and*

***WHEREAS**, positive parenting can prevent or mitigate the effects of Adverse Childhood Experiences (ACES) such as child abuse, neglect or other traumatic events that can create dangerous levels of stress, impair children's healthy development and increase the risk for costly health and behavioral health problems later in life; and*

***WHEREAS**, Triple P is an effective and universal public health parenting intervention, currently there are 24 accredited facilitators and 7 agencies participating in the Inyo Triple P Network, in addition to three other agencies offering evidence based parenting programs in Inyo County; and*

***WHEREAS**, Triple P offers parents and caregivers a "tool kit" of proven strategies for strengthening relationships with their children, promoting children's development, and preventing or managing common parenting challenges; and*

***WHEREAS**, individuals community members, businesses, early care and education providers, schools, and faith-based, non-profit and government organizations are play a vital role in supporting parents and caregivers to raise happy, healthy children; and*

***WHEREAS**, during the month of January, Inyo County Health and Human Services along with public, private, and nonprofit partners, will be increasing awareness of the importance of positive parenting and the availability of resources such as Triple P;*

***NOW, THEREFORE, BE IT PROCLAIMED** that January 2019 be the 1st Annual Positive Parenting Awareness Month in Inyo County, California.*

***PASSED AND PROCLAIMED** this 8th day of January 2019.*

Supervisor Rick Pucci, Board Chairperson



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: Integrated Waste Management

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Request to fill vacant Recycling Waste Management gate Attendant position.

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

- 1) The availability of funding for the requested position exists as certified by the Department Head with concurrence by the County Administrator and Auditor-Controller; and
- 2) Authorize the filling of the Gate Attendant, Range 48 (\$2,740-\$3,320) from the recently established eligibility list.

SUMMARY DISCUSSION: The FY 2018-19 Manpower Report (approved by your Board as part of the FY 2018-19 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The current gate attendant position became vacant with the recent retirement of the incumbent.

ALTERNATIVES: Your Board could choose not to authorize filling the vacant position, however, this is not recommended, as the functionality of the Recycling Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2018-2019 Solid Waste Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>12/28/18</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.) <i>[Signature]</i> Approved: <u>J</u> Date <u>12/28/18</u>

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 12/28/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Dave Stottlemyre, Assessor

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Auditor-Appraiser II

DEPARTMENTAL RECOMMENDATION:

- 1) Consistent with the Fiscal Year 2018-2019 Board Approved Budget, change the authorize strength in the Assessor's Office by adding one full time Auditor-Appraiser II, Range 72 (4,787-\$5,815) and; 2) Request your 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 Auditor-Controller and concurred with by the County Administrator; and b) Where Internal candidates meet the qualifications for the position of Auditor-Appraiser II, an internal recruitment is appropriate; and c) Approve the hiring of an time Auditor-Appraiser II, Range 72 (4,787-\$5,815)

SUMMARY DISCUSSION: . An Auditor-Appraiser II appraises both real and business property following the R&T Code and using the appraisal methods outlined in the various Assessor Handbooks. Examines and audits accounting records, financial statements, and other records of businesses in connection with the appraisal of personal property and fixtures, including equipment, merchandise, and machinery in order to reconcile differences between financial records and other available documentation; Examines asset accounts to evaluate the method of depreciation for property tax purposes; Develops effective relationships; Prepares correspondence and reports; Assist with training other staff as necessary. To qualify as an Auditor-Appraiser II, the successful candidate must have performed the duties of an Auditor-Appraiser I for a period of at least one year.

ALTERNATIVES: Your Board could choose not to approve the hiring of this position, but this would negatively impact the daily operations of the Assessor's office.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funding for this position is from the General Fund. This position is currently budgeted for in the Assessor's budget 010600, in the Salaries and Benefits object code.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>12/31/2018</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>12/31/18</u>

DEPARTMENT HEAD SIGNATURE: Dave Stottlemyre Date: 1-3-19
 (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 16

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Approval to hire an Assistant to the HHS Director.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for this requested positions exists in non-General Fund and I.C. GOLD Fund budgets as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B) Where internal candidates meet the qualification for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Assistant to the HHS Director at Range 70 (\$4,569 - \$5,557).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Assistant to the HHS Director recently became vacant as a result of the employee accepting another position within HHS. This position is the right hand to the HHS Director, as well as providing support to the HHS leadership team. This is a busy position with a high volume of work in the areas of: managing the preparation, routing and administrative problem-solving of Board agenda items; the assurance of coordination and completion of administrative forms and details between the County Personnel system and the State Cooperative Personnel Services; acting in a lead role between HHS and Red Cross of Los Angeles around preparation and details of disaster preparedness for shelter care; acting as the HHS gatekeeper for the large volume of HHS requests/needs for services to Information Services, Public Works, County Counsel, Personnel, and Motor Pool; acting as the interface and keeper of critical information between the HHS Director and four (4) different California state departments that regulate HHS services, Inland Counties Emergency Medical Services, multiple local HHS advisory councils, various local coalitions, two Managed Care entities, various statewide associations for HHS directors, as well as the usual County-level interface between any Department Head and local partners. The Department respectfully requests authorization to recruit and hire an Administrative Assistant to the HHS Director.

ALTERNATIVES:

Your Board could deny this request, resulting in a significant loss of HHS availability to respond to political and workforce needs and problems.


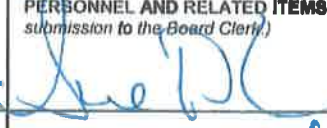
OTHER AGENCY INVOLVEMENT:

Various State departments and associations, County Administration, County Departments

FINANCING:

State and Federal funding, Health, Behavioral Health and Social Services Realignment. This position is budgeted as follows: 20% Health (045100); 20% Mental Health (045200); 50% Social Services (055800); 5% ICGOLD (056100); and 5% ESAAA (683000) in the Salaries and Benefits object codes.

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>12/24/2018</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>12/21/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 12/31/18
(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 17

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Request to hire one A-PAR Program Services Assistants (PSA) I or II in the ESAAA/IC-GOLD Program.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of Community Mental Health (No County General Funds) funding for the position of A-Par Program Services Assistant (PSA) I or II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one A-Par PSA I at Range 39PT (\$11.93 to \$14.48/hr.) or II at Range 42PT (\$12.75 to \$15.52/hr.), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The A-PAR Program Services Assistant recently retired, resulting in a vacancy. The part-time, up to 19 hours per week, position performs Friendly Visitor services through our IC-GOLD program and is funded with Mental Health Services Act Prevention and Early Intervention monies. The Friendly Visitor program expands our outreach efforts to isolated seniors who may be experiencing loneliness and/or minimal to mild symptoms of depression. The program is designed to increase the safety net available to our more at-risk seniors, as well as to provide socialization that may be lost by physical and/or mental capacity challenges.

The PSA position conducts visits with seniors in a manner that is respectful to the individual needs of the senior. To the extent possible, the PSA will engage in activities with the senior that are directed by the senior and are based on the senior's identified interests/desires.

The department is respectfully requesting authorization to hire an A-Par PSA I or II in the ESAAA/IC-GOLD Program.

ALTERNATIVES:

The Board could choose not to allow HSS to hire the A-Par PSA I or II, which would impact the ability of the Friendly Visitor Program to provide outreach to vulnerable seniors as well as ensure adequate coverage of meal delivery routes and other support services, during periods of staff absences.

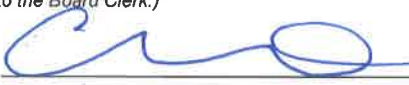
OTHER AGENCY INVOLVEMENT:

None


FINANCING:

State funding. This position is budgeted 100% in CMH (045200) in the salaries and benefits object codes.

APPROVALS

COUNTY COUNSEL: <i>n/a</i>	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: <i>yes 12/12/2018</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> Approved: <i>by K Reade</i> Date: <i>12/7/18</i>

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

 Date: *12/18/18*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: HEALTH & HUMAN SERVICES – Social Services - Employment and Eligibility

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Request to hire one full time Office Clerk II in the HHS Social Services, Employment and Eligibility 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 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 Office Clerk II at Range 50 (\$2,860 - \$3,478).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Office Clerk in the Employment and Eligibility program, Lone Pine office, recently accepted a promotional position with HHS Fiscal, resulting in a vacancy. This position remains critical to the functioning of the Lone Pine Social Services office, providing the first point of contact by telephone or in person to individuals applying for a multiple social services programs. This division provides a wide range of services including, but not limited to MediCal benefits, Cal Fresh benefits, cash assistance through CalWORKs, County Medical Services Program (CMSP) and General Relief. The Lone Pine office is also used by staff from other HHS divisions and County Departments including, Behavioral Health, Public Health and Prevention and Probation. The Office Clerk is critical to ensuring traffic flow for the clients accessing services from these other divisions/departments, as well as our own. Maintaining our current staffing level helps ensure high quality customer services, as well as ensuring timely and accurate documentation of client records.

The Department is respectfully requesting authorization to hire an Office Clerk II in the Social Services, Employment & Eligibility Division. .

ALTERNATIVES:


The Board could choose to not allow HHS to fill this vacancy, which would likely result in increased wait times for consumers, as well as the use of higher paid staff to provide front office coverage during portions of the work day.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

<u>APPROVALS</u>	
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:	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>12/7/20</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.) <u>by K Rease</u> Approved: <u>✓</u> <u>12/7/18</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/8/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 19

FROM: Public Works Department

FOR THE BOARD MEETING OF: JAN 08 2019

SUBJECT: Authorize the hiring of (1) Airport Supervisor Operations

DEPARTMENTAL RECOMMENDATIONS:

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

1. The availability of funding for the requested Airport Supervisor Operations position exists within the Airport Budgets, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
2. Where internal candidates meet the qualifications for the position; an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
3. Authorize the hiring of; one (1) Airport Supervisor Operations at range 63 (\$3,867 - \$4,705).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Public Works would like to hire one (1) Airport Supervisor Operations. This vacancy has been created by a recent separation of an employee. This position is critical to the Airports operations and is spread within multiple budgets and Airport functions. These critical functions include, but are not limited to, Airport operations, maintenance, aircraft fueling, auto parking contracts, hangar leases, fuel sales, military fuel sales and customer service. This position is funded through non-general fund budgets and is included in our authorized strength for FY 2018/2019.

ALTERNATIVES:

The Board could decide not to approve filling the position or expanding the recruitment. This is not recommended, as the position is allocated and plays a key role in the professional and technical activities of the Department.

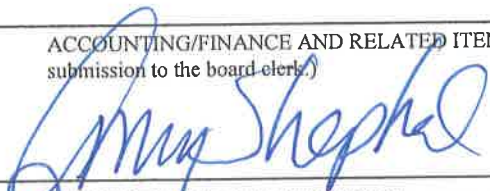
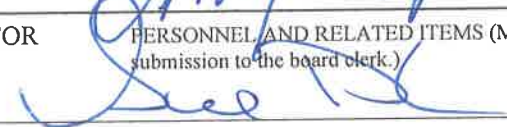
OTHER AGENCY INVOLVEMENT:

Personnel Department for recruitment
Auditor

FINANCING:

This position is currently budgeted in Bishop Airport (150100) and Independence Airport (150300) salaries and benefits object codes.

Agenda Request Form
Board meeting of
Subject:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council 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: <input checked="" type="checkbox"/> _____ Date <u>12/19/18</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: <input checked="" type="checkbox"/> _____ Date <u>12/18/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 12/27/18
FOR Mike Erenetz.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

20

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **January, 8th, 2019**

SUBJECT: Request to fill (1) one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- B. 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
- C. Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC \$4,317 – \$5,791) and authorize up to the E step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On December, 5th, 2018, the Sheriff's Office had one Deputy Sheriff's position become vacant due to a separation. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the E step, or an internal and open recruitment for an entry level applicant. Hiring of this (1) one deputy sheriff's position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:


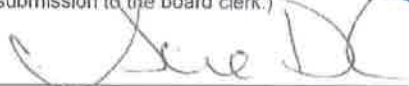
Your Board could choose to not authorize the hiring of (1) one full time sheriff deputy position. This will increase overtime costs and extend the burden of covering shifts on existing personnel.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

This position is currently budgeted in the 2018-2019 Sheriff's Safety budget 022710.

<u>APPROVALS</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>12/21/2018</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>12/20/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/22/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

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

FROM: Jon Klusmire, Museum Services Administrator
FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Final County of Inyo Community Project Sponsorship Program payment to the Bishop Area Chamber of Commerce and Visitors Bureau for successfully completing one 2018 Annual New Community Project Sponsorship Project.

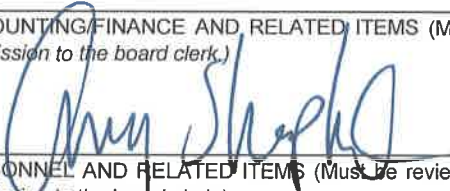
DEPARTMENTAL RECOMMENDATION: Request your Board approve a final payment from the 2017-18 Advertising County Resources Budget, 011400, to the Bishop Area Chamber of Commerce and Visitors Bureau for \$650 for the 2018 Inyo County FAM Tours. (Object Code 5511).

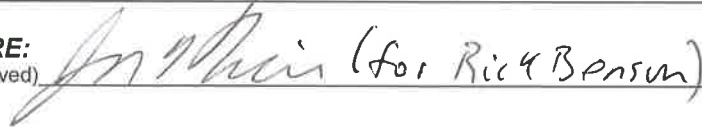
SUMMARY DISCUSSION: The Bishop Chamber of Commerce and Visitors Bureau was awarded a FY 2017-18 County of Inyo Annual New Community Project Sponsorship Grant in the amount of \$1,300 to help sponsor the 2018 Inyo County FAM Tours project. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$650. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2017-18 Advertising County Resources Budget (011400) in the Object Code noted in the Departmental Recommendation.

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>12/28/18</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  (for Rick Benson) Date: 12-27-18
 (Not to be signed until all approvals are received)

Fam Tours for Frontline Hospitality Providers

The Bishop Chamber of Commerce hosted a “Fam Tour” of various Inyo County destinations to familiarize local residents with the many recreational, scenic and cultural assets of our region. This particular tour was focused on venues that are easily accessible in winter months.



Several frontline hospitality providers representing local hotels and retailers participated. The goal was to create more informed and enthusiastic guest hosts. Subsequently, guests will become more excited and informed so they can revisit the area, experiencing many new venues they may otherwise not know about.

As you can see by the attached itinerary, the group had a full day. Venues not only included recreation and museum locations but motor touring routes for guests seeking scenic drives, historic landscapes, and off the beaten path opportunities. Many participants have told us they learned great information through first-hand experience to share with guests and colleagues. Many expressed a greater appreciation for our area’s natural, cultural and historical assets. We’ve been asked regularly to repeat the program and to expand the venues.

This project was originally designed to improve tourism and enhance customer service to visitors by hotel employees. It also helps employees enjoy and appreciate living in Inyo County. Most prior participants had never visited many of the venues featured on the tours. After the tours, they stated they were proud to live in Inyo and eager to share their new knowledge with others.

We are grateful for Inyo County’s financial support of this meaningful project

North Inyo County Winter FAM Tour Itinerary

Funded by Inyo County Community Project Sponsorship Program

December 5, 2018 – Wednesday

Scenic Touring, Wildlife Viewing, Hiking, Climbing, Heritage, Fishing & Night Sky Themes

Meet at Chamber: 8:30 AM

8:45 – 9:45 AM - Bishop Murals/Historic Buildings with Gail Swain

- Manzanar Barracks
- Old Hospital
- Bishop Grammar School
- Mammoth Gear Exchange Building

9:45 – 10:45 AM - Chalk Bluff Scenic Drive via Pleasant Valley Road

- Reservoir
- Wild Trout Area
- Happy Boulders/Sad Boulders

10:45 AM – 1:30 PM – Fish Slough Road/Petroglyph Loop

- Kiosk
- Wagon Road
- Cultural Resources – Prehistoric/Historic
- Bear Rock
- Red Rock Canyon Petroglyph Site - Lunch



2:00 PM – 2:15 PM - Raptor Wildlife at Alfalfa Fields

- Birding - Binoculars
- Laws Historic Village
- Silver Canyon 4wd Road

2:15 PM – 3:15 PM – Laws-Poleta Road/Warm Springs Loop/Buckley Ponds

- Road/Mountain Biking
- Warm Water Fishing
- Night Sky
- Some Fall Color Spots
- Swimming
- Kayaking/Canoeing/Rafting
- Bird Watching
- Adventure Trails

3:15 PM – 4:00 PM - Buttermilk Loop OHV Staging Area – Night Sky

4:00 PM – 5:00 PM – Buttermilk Shake, Rattle & Roll?

Finish – 5:00 PM



**COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:

County of Inyo
Community Project Sponsorship Program
P. O. Drawer N
Independence, CA 93526

Total Requested \$ 650.00

Mid Project Request

(list relevant invoices)

Final Payment Request

(if yes, complete all sections below)

Grant Recipient Name Bishop Area Chamber of Commerce & Visitors Bureau

Project Name 2018 Inyo County Fam Tours

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)

INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
12/4/18	Enterprise Rent-a-Car	Van Rental	\$ 132.32
12/5/18	Erick Schat's Bakkerly	Lunches for Participants	\$ 77.31
12/5/18	Dino Gas/Sinclair Station	Fuel	\$ 19.00
11/19/18	Joe Pollini	Mileage Reimbursement for Tour Planning	\$ 60.25
12/3/18	Vons	Snacks for Tour Participants	\$ 62.53
12/11/18	Staff Expense	See Attached Report	\$ 1,004.50

Invoice Total \$ 1,355.91

Total Reimbursement requested (if different) \$ 650.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity

Date Project/Event Completed 12/5/18

Final Report to the Board of Supervisors

Oral Report

Written Report

Report of Eligible Staff Costs

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Dawni Johnson
Signature of Representative

Executive Director
Title

12/11/18
Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: County Administrator-Information Services

FOR THE BOARD MEETING: January 8, 2018

SUBJECT: Countywide Photocopy Machine Upgrade and Management

DEPARTMENTAL RECOMMENDATION:

Request your Board A) approve a lease agreement with Canon Financial Services having a term of 60 months in an amount estimated not to exceed \$90,000 per year (based on the estimated number of copies using actual copy counts of FY 17-18), contingent on adoption of future budgets for fiscal years covered by term of Agreement and B) Authorize the Chairperson of the Board to sign.

SUMMARY DISCUSSION:

In October 2018 an RFP went out for bid to provide a managed copier service and maintenance service. ABM was the only respondent and we would like to make them sole source for the remainder of the 5 year contract.

Currently County wide we have almost 200 printers including the 39 Canon Copiers currently leased through ABM on the network. Through onsite assessments it was discovered that we could eliminate stand-alone color printers and fax machines by upgrading multi-function digital copiers by Canon through ABM. This will make a great reduction in cost of printers and ink county wide. With buy in from department heads our goal is to move to a more centralized printing model.

On-site assessment also resulted in the need to add 3 additional Canon copiers to improve efficiency. ABM has also granted us flexibility to add additional machines including specialized machines in the future.

ALTERNATIVES: Your board could choose not to approve this request in which case the alternative would be for departments to convert back to stand-alone, unmanaged copiers, printers and fax machines and be settled with the cost of maintenance and costly supplies which could easily exceed this proposed contract of \$90,000 per year.

OTHER AGENCY INVOLVEMENT:

All County agencies/departments are affected

FINANCING: Funding for the estimated cost for FY 2018-19 is included in the approved FY2018/19 Board Approved Budget (011801-5285). Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects copy counts on a monthly basis and makes lease payments and charges to departments quarterly.

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 <u>12/27/18</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>12/29/18</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: _____ 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: Dec 25, 2018



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance Address: 14904 Collections Center Dr.
 Chicago, Illinois 60693 (800) 220-0200

**TOTAL SOLUTION
 LEASE AGREEMENT**
 CFS-1015 (01/17)

LESSOR'S AGREEMENT
 NUMBER: _____ PHONE _____

COMPANY LEGAL NAME Inyo California, County Of	DBA	("Customer") 760-878-0398	
BILLING ADDRESS 168 North Edwards Street	CITY Independence	COUNTY Inyo	STATE ZIP CA 93526
EQUIPMENT ADDRESS See Schedule	CITY	COUNTY	STATE ZIP

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
See Schedule		166,000	0	.0092	.06	200	50
TOTALS							

Guaranteed Copy Plan: Individual **Aggregate** (Totals only required)
Payment Frequency: Monthly Quarterly Other: _____
Meter Reading Frequency: Monthly Quarterly Other: _____
End of Term Purchase Option: \$1.00 Fair Market Value Other: _____

Term: 60 months
Minimum Monthly Rental Payment *: \$7,380.00
Service and Supplies Included *: Supplies Maintenance
 * Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED
 DEALER: American Business Machines ("Dealer")
 By: _____
 Print Name: Ryan Jones
 Title: General Manager
 Date: _____

AUTHORIZED CUSTOMER SIGNATURE
 By: X _____ Title: _____
 Printed Name: _____ Email address: _____
 Tax ID#: _____ If proprietor, DOB: _____ Date: _____
 By: X _____ Title: _____
 Printed Name: _____ Email address: _____

ACCEPTANCE CERTIFICATE
 To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
 Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS
 1. AGREEMENT: Dealer rents to Customer, a County / Political Subdivision organized under the laws of the State of California, with its chief executive office at _____ and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 168 Gaidler Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".
 2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
 3. PAYMENTS: Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, in more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
 4. PAYMENTS OF PAYMENTS; METER READING: All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount, and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.
 5. NO LESSOR WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTY
 The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.
 If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.
 Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.
 Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.
 Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS's successors or assigns, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs. If any Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as levied by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of (i) all amounts then owed by Customer to Lessor under this Agreement, plus (ii) the present value of all remaining Payments for the full term of this Agreement, plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1,000 Purchase Option, \$1,000; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement, plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (j) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS's obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1,000 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1,000 that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees). (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire agreement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

ATTACHMENT A

PURCHASE ORDER AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES.

TERM:

FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024

This Attachment A is made part of the purchase order Total Solution Lease Agreement (“Agreement”) between American Business Machines (“Dealer” or “ABM”) and The County of Inyo (“County” or “Customer”). In the event of a conflict between this Attachment A and the Agreement, the express language of this Attachment A shall control.

SCOPE OF WORK:

Project Management & Implementation

ABM will provide a Project Manager to be the primary point of contact for implementation and coordination. Project Manager will also manage day-to-day operational aspects including:

- Equipment Implementation matrix to identify each machine, location, tasks and timeline for implementation;
- Identify, manage and mitigate project risks;
- Identify and secure required resources for implementation;
- Create a communication plan to disseminate information between Inyo County and ABM, and adapt if any corrective action is needed;
- Identify, track and manage project issues;
- Update and manage action items;
- Coordinate and lead regularly scheduled project status meetings, with follow up emails;
- Prepare engagement reviews and quality assurance checks;
- Ensure accuracy and completeness of project documents including ABM Delivery & Acceptance forms and Canon Financial Lease Agreements.

Site Survey

ABM will

- Identify key managers and site contacts;
- Identify and verify location of equipment for installation;
- Verify list of equipment to be removed;
- Create equipment removal schedule if applicable;

- Collect appropriate fax numbers and IP addresses;
- Identify priority installations;
- Verify power and connectivity are available at each location;
- Identify specific installation challenges, risks and special circumstances;
- Identify equipment staging area if required;
- Identify location for on-site parts and/or consumables storage.

Fleet Management

ABM will

- Provide uniFlow software to help increase productivity, manage the fleet of machines and report departmental usage
- Provide FM Audit software to allow remote monitoring of the Canon machines, and other print devices on the network. FM Audit allows for Automatic Supply Replenishment alerts to be sent when supply levels fall below 10%. It also reports any low toner or paper levels, jams or other errors occurring on a device.

Monthly Reporting

- Equipment service history
- Fleet management reporting from FM Audit and uniFlow
- ABM will partner with Inyo County for frequent evaluations of productivity and efficiency to identify opportunities to improve

On Site Training

ABM will

- Provide Inyo County with initial training for all machines which includes, overview of hardware, scan to email and file, secure print, print to fax and more
- Provide dedicated ongoing training for the term of the contract. Training is unlimited

Service and Support

ABM will

- Out of the Box Support at our fingertips through the machine display panel
- Help Desk Support with expert technicians offering live support via phone or on-site
- Remote Monitoring to proactively monitor devices and keep them running by assessing meter reads, consumable tracking, maintenance history/needs and service alerts
- Rapid response to service calls in four hours or less
- Provide supplies such as toner, parts, maintenance and support

TERMINATION:

This Agreement may be canceled by ABM or County with cause, by giving ninety (90) days written notice of such intent to cancel.

DEFENSE AND INDEMNIFICATION:

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

FUNDING LIMITATION:

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ninety (90) days of its notifying ABM of the cancellation, reduction, or modification of available funding.

[REST OF PAGE INTENTIONALLY BLANK]

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE
OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES**

TERM:

FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024

SCHEDULE OF FEES:

SEE SCHEDULE A

CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A
 CFS - 1104 (02/14)
 Application # 1549548
 Agreement # _____

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Inyo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer") it is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Administration Services; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
2	Administration Services; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
3	Annex 2nd Floor Hall; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA 6555i II	\$240.00	\$0.0092	N/A
4	Assessors; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
5	Auditor; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
6	Behavioral Health; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
7	Bishop Airport; 703 Airport Road	Bishop	93514	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
8	Social Services; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
9	Child Support Services; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
10	Information Services; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
11	County Services; 207 West South Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
12	2nd Floor Courthouse; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
13	DA / Welfare & Fraud; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
14	DA; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
15	Senior Center; 138 Jackson Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
16	Health Department; 207 A West South Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
17	Health Tobacco; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
18	HHS; 380 North Mt. Whitney	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
19	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
20	HHS Fiscal; 155 East Market Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
21	Library; 408 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
22	Jail; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
23	Juvenile; 201 Mazourka	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
24	Library; 110 North Main Street	Big Pine	93513	760-878-0398	Canon	IRA 4535i II	\$115.00	\$0.0092	N/A
25	Library; 127 North Washington Street	Lone Pine	93545	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
26	Library; 210 Academy Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
27	Museum; 155 North Grant	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
28	Parks & Rec / HHS; 405 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
29	Planning; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
30	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
31	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$185.00	\$0.0092	\$0.06
32	Roads Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
33	Sheriff's Department; 301 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
34	Sheriff's Department; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
35	Sheriff's Department; 726 North Main Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
36	Water Department; 135 South Jackson Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
37	Senior Center; 682 Spruce Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
38	First 5; 568 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
39	Emergency Services; 136-A S. Jackson Street	Independence	93526	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
40	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
41	Board Clerk; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	IBP-712Cdn	\$44.00	\$0.0092	\$0.06
42	Ag Commissioner; 207 South Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
	IS Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	UniFlow Software	\$252.00	N/A	N/A

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

ACCEPTED

JONES WALBAUM CORPORATION (DBA: American Business Machines)

By: _____
 Printed Name: Ryan Jones
 Title: General Manager

AUTHORIZED CUSTOMER SIGNATURE

Customer: County of Inyo

By: _____
 Printed Name: _____
 Title: _____



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: Parks & Recreation

FOR THE BOARD MEETING: January 8, 2019

SUBJECT: Request to Reserve Portagee Joe Campground

DEPARTMENTAL RECOMMENDATION:

Approve request from Allan Johnson to reserve all campsites at Portagee Joe Campgrounds October 10 through October 12, 2019.

SUMMARY DISCUSSION:

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portagee Joe Campground from October 10 through October 12, 2019. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portagee Joe Campgrounds. In order to assure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue.

While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition Mr. Johnson will be required to pay appropriate fees.

ALTERNATIVES:

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portagee Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Revenues accrue to the Parks and Recreation budget.

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> N/A </u> Date <u> </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> N/A </u> Date <u> </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> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 7 copies of this document are required)



Date: 12/13/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 24

FROM: Public Works Department

FOR THE BOARD MEETING OF: January 8, 2018

SUBJECT: Award of contract for the Inyo County Floor Cleaning Services to Toss Properties of Ridgecrest, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the three year Contract for the Inyo County Floor Cleaning Services to Toss Properties of 1525 N. Norma St, Suite A, Ridgecrest, CA 93555 in the amount not to exceed eighty thousand, four hundred and eighteen dollars (\$80,418.00) with an annual limit of twenty-six thousand, eight hundred and six dollars (\$26,806.00).
- B. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; and,
- C. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: This project will provide hard floor service in the common area twice a year in the following County buildings: County Services Building, 207 South Street Bishop, Ca; Bishop HHS/Probation Office, 920 N. Main St., Bishop, Ca.; Agricultural Maintenance Building, 218 Wye Rd. Bishop, Ca; Animal Shelter, County & Reynolds Rd. Big Pine, Ca; Independence Courthouse, 168 N. Edwards, Independence, Ca; Museum, 155 N. Grant Street Independence, Ca; Statham Hall 138 N. Jackson St. Lone Pine, Ca; Lone Pine HHS 380 N. Mt. Whitney, Lone Pine, Ca.; Annex Building, 168 N. Edwards, Independence, Ca; and once a year in Legion Hall – Auxiliary room, bathrooms, kitchen, 201 S Edwards St, Independence, Ca. It will also clean and add two layers of floor finish once annually in the following County buildings: Legion Hall, 201 S Edwards St, Independence, Ca.; Big Pine Town Hall, 180 Dewey St, Big Pine, Ca.; Lone Pine Library, 206 N. Washington, Lone Pine, Ca. It also provides the option of cleaning the carpet floors in following County buildings: Bishop Library, 210 Academy Ave, Independence, Ca; Senior Center, 506 Park Ave, Bishop, Ca; Bishop Health & Human Services, 162 Grove St, Bishop, Ca; HHS/Probation Office, 918 N. Main St, Bishop, Ca; County Administration, 168 N Edwards St, Independence, Ca.

On November 13, 2018 and November 15, 2018, the Public Works Department advertised for Floor Cleaning Services. One bid was received on November 28, 2018; the proposal meets the project bid proposal requirements. The County has previously had a three year contract with Toss Properties (formerly ServiceMaster of IWV) and was pleased with the services provided.

The Inyo County Public Works Department would like to enter into a Service Contract with Toss Properties to provide floor cleaning services for County buildings, as and when requested, for a period of three years from January 8, 2019 to December 31, 2021.

ALTERNATIVES: Your Board could choose not to award the bid and service contract for the Project and to readvertise. This is not recommended because it is unlikely that readvertising will result in additional bids.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; Office of the County Counsel for review of the contract documents.

FINANCING: The service costs will be paid through budget unit 011100, Building & Maintenance, object code 5265, the amount of not to exceed \$26,806.00 per year.

APPROVALS

COUNTY COUNSEL:

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

Approved: yes Date 12/11/18

AUDITOR/CONTROLLER

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

Approved: yes Date 12/29/18

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: 12/31/18

AGREEMENT BETWEEN COUNTY OF INYO
AND TOSS PROPERTIES
FOR THE PROVISION OF COUNTY FLOOR CLEANING SERVICES SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the county floor cleaning services of Toss Properties of Ridgecrest, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from January 8, 2019 to December 31, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>Public Works Department</u>	Department
<u>168 N Edwards St</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Toss Properties</u>	Name
<u>1525 N. Norma Street, Suite A</u>	Street
<u>Ridgecrest, CA 93555</u>	City and State

25. ENTIRE AGREEMENT.

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND TOSS PROPERTIES
FOR THE PROVISION OF COUNTY FLOOR CLEANING **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____ TOSS PROPERTIES
FOR THE PROVISION OF _____ COUNTY FLOOR CLEANING _____ SERVICES**

TERM:

FROM: Jan 8, 2019 **TO:** Dec 31, 2021

SCOPE OF WORK:

Clean the floors of the buidlings listed in attachment B, schedule of fees. Work will be done either once or twice annually as noted in attachment B.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND TOSS PROPERTIES
FOR THE PROVISION OF COUNTY FLOOR CLEANING SERVICES SERVICES**

TERM:

FROM: Jan 8, 2019 **TO:** Dec 31, 2021

SCHEDULE OF FEES:

See the attached Bid Sheet for schedule of fees.

7. BID SHEET

The specific bid prices for the materials and services to be rendered are as follows:

Number	Site Description	Address	Square Feet of Flooring	Type of Flooring	Price
Hard Flooring – Remove floor coating and add 2-3 coats of floor finish (bi-annually)					
1	County Services Building	207 South Street, Bishop	462	VCT	235.00
2	HHS/Probation Office**	920 N. Main Street Bishop	1,677	VCT	855.00
3	Agricultural Maintenance Building	218 Wye Road, Bishop	727	VCT	371.00
4	Animal Shelter	County & Reynolds Rd. Big Pine	633	VCT	310.00
5	Independence Courthouse	168 N. Edwards St, Independence	2,517 + 60 steps	Marble*	1293.00
			1,778	VCT	871.00
6	Museum**	155 N. Grant St, Independence	4,101	VCT	2069.00
7	Senior Center**	506 Park Ave, Bishop	1,364	VCT	730.00
8	Statham Hall**	138 N. Jackson, Lone Pine	4,441	VCT	2147.00
9	Health & Human Services	380 N. Mt. Whitney, Lone Pine	871	VCT	409.00
10	Annex Building	168 N. Edwards, Independence	1,800 + 20 steps	VCT	902.00
11	Legion Hall – Auxiliary room, bathrooms, kitchen***	201 S Edwards St, Independence	680	VCT	333.00
					Cost of both VCT/Tile Services
Hardwood (and Linoleum) – Clean and add two layers of floor finish (once annually)					
12	Legion Hall	201 S Edwards St, Independence	2,814	Hardwood	1238.00
13	Big Pine Town Hall	180 Dewey St, Big Pine	2,418	Hardwood	1112.00
14	Lone Pine Library	206 N. Washington, Lone Pine	1,716	Linoleum	789.00
			Cost of Hardwood Service		3139.00
Commercial Carpet – Clean hallways and common areas with hot water extraction (once annually)				\$/SF	Total Price
15	Bishop Library	210 Academy Ave, Bishop	Approx. 2000	.41	820.00
16	Senior Center	506 Park Ave, Bishop	Approx. 500	.41	205.00
17	Bishop Health & Human Services**	162 Grove St, Bishop	Approx. 1500	.41	615.00
18	HHS**/Probation Office	918 N. Main Street Bishop	Approx. 1000	.41	410.00

19	County Administration **	168 N Edwards, Independence	1621	.35	567.00
			Cost of Carpet Service		2617.00
			Total Annual Cost		26806.00

*No-scratch brushes must be used to avoid damaging the marble flooring.

**Requires moving some tables and chairs.

***Once per year

Notes:

- Work shall be performed once or twice annually, as noted. This will not be a monthly agreement.
- County reserves the right to add/delete to this list, as needed, during the term of this agreement. Pricing for new facilities would be agreed upon in advance, and added to the contract by amendment.
- Floor Finish shall be IShine, by Spartan or approved equal.
- All manufacturer recommendations must be followed for the type of flooring as specified in the table.
- Carpet cleaning will be on an as-needed basis and may not include the full quantity.

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- 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: JAN 08 2019

SUBJECT: Amendment No. 19 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Bishop Airport – Passenger Traffic Study Phase 3.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

1. Approve Amendment No. 19 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$29,400.00 for a total not to exceed amount of \$2,790,593;
 - b. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following eighteen (18) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase I.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.
10. Independence Airport – Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids Improvements
13. Bishop Airport - PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
14. Bishop Airport – Design for apron rehabilitation
15. Bishop Airport – Apron Construction Contract Support Services
16. Bishop Airport Certification – Phase I Services
17. Lone Pine/Death Valley Airport – Pavement Rehabilitation Design (Including contract term increase to 6 years)
18. Bishop Airport – Taxiway Rehabilitation Design

On Tuesday August 28, 2018 the Inyo County Board of Supervisors and the Town of Mammoth Lakes Town Council held a joint meeting to discuss regional commercial air service goals. At this meeting both entities expressed support for the possibility of commercial air service transitioning from the Mammoth Airport to the Bishop Airport in 2020.

The scope of work of amendment is to update the previously completed passenger traffic study to reflect the transfer of commercial air service. This forecast is required by the Federal Aviation Association to support the planning and environmental analyses which are underway for the Bishop Airport.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended because this passenger traffic study is an important step towards the goal of commercial air service at the Bishop Airport.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

The costs associated with this amendment will be paid out of Budget 010201 (CAO ACO), Object Code 5265.

APPROVALS	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>12/28/18</u></p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>1/2/19</u></p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>✓</u> Date <u>1/2/19</u></p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


For White Grants -

Date: 2019.01.03

AMENDMENT NO. 19
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE 3

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to June 30, 2019.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, seven hundred and ninety thousand, five hundred and ninety three dollars and no cents (\$2,790,593.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Passenger Traffic Study Phase 3, as described in Wadell Engineering Corporation’s proposal entitled Scope of Work, Bishop Airport – Passenger Traffic Study Phase 3, which is included as Attachment A-19 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-19 to the Contract shall be the lump-sum, fixed-price fee of \$29,400, as shown in Attachment B-19: Schedule of Fees.

The effective date of this amendment to the Agreement is January 8, 2019.

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

AMENDMENT NO. 19
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE 3

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AMENDMENT NO. 19
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE 3

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: RP Wadell

Dated: _____

Dated: 1-2-19

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
 SERVICES**

**BISHOP AIRPORT
 PASSENGER TRAFFIC STUDY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Bishop Airport – Passenger Traffic Study**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation’s proposal entitled SCOPE OF WORK, Bishop Airport – Passenger Traffic Study -Phase 3, which is included in this Attachment A-19.

**SCOPE OF WORK
 BISHOP AIRPORT
 PASSENGER TRAFFIC STUDY – PHASE 3**

Background

In 2015 and 2016, WEC prepared a Passenger Traffic Study for Bishop Airport which included two phases: Phase 1—a survey of selected airlines and Phase 2—commercial passenger airline forecasts (the 2016 Forecasts).

Proposed Scope of Services

WEC understands that Inyo County is seeking assistance to update the 2016 Forecasts to reflect the transfer of commercial operations from Mammoth Airport to Bishop Airport in 2020. The updated forecasts (the 2019 Forecasts) represent Phase 3 of our ongoing work for Inyo County and will be used to support environmental planning work related to Bishop’s new role as the regional airport for the Eastern Sierra region. WEC proposes the following tasks and scope.

Phase 3: Update of Aviation Activity Forecasts

Task 3.1—Establish a 2018 Base Year

The 2019 Forecasts will be developed using 2018 as the base year. (The 2016 Forecasts were developed using 2015-2016 as the base year.) Actual aviation activity will be compiled and reviewed for 2017 and 2018, including enplaned passengers, aircraft operations, scheduled seats, load factors, and aircraft fleet for the airports in Mammoth and Bishop. Socioeconomic and visitor activity will be reviewed and documented as appropriate.

Task 3.2—Prepare Updated Short-Term Annual Forecasts

The short-term annual forecasts of passengers and aircraft operations will be updated by city-pair market for the first two years of commercial airline service based on:

- Airline letters of commitment to start scheduled service at Bishop Airport,
- The transfer of commercial passenger airline service from Mammoth Airport to Bishop in 2020,

- Discussions with representatives of Alterra Mountain Company by telephone to obtain their input on the aviation activity forecasts in terms of future Mammoth Mountain ski visitors, length of visitor stays, and target markets,
- Discussions with United and other airlines by telephone for their input on the aviation activity forecasts in terms of future frequencies, aircraft gauge, and destinations,
- Published airline schedules from OAG Aviation Worldwide Ltd,
- Visitor data reported by Mammoth Mountain, Yosemite, and regional tourism agencies,
- Airline network strategies and aircraft fleets, as available from published sources and/or individual airlines.

Task 3.3—Prepare Updated Long-Term Annual Forecasts

In Task 3.3, one forecast scenario (a baseline or probable forecast) of enplaned passengers and aircraft operations will be updated for a 20-year period based on the aviation activity summarized in the previous tasks and professional judgment, as well as:

- Independent projections of economic and aviation drivers, if available,
- Review of similar ski resort markets,
- Development of key forecast assumptions for passenger load factors, average seats per operation, and operations per based aircraft.

Task 3.4—Prepare Average Annual Day and Aircraft Fleet Mix Forecasts

The average annual day (AAD) aircraft fleet mix will be derived from the annual aviation activity forecasts described in Tasks 3.1 and 3.2. The number of AAD operations is calculated as the annual total divided by 365 days. The AAD aircraft fleet mix will be developed using 2018 base year data compiled using a combination of source data, subject to availability. Official Airlines Guide (OAG) data will provide the basis for the current fleet mix for the operations of scheduled passenger airlines.

Distributions of AAD operations will be prepared by aircraft type, operation type (arrivals and departures), stage length (or profile), and time of operation (daytime or nighttime). These distributions will be suitable for use in the FAA's Integrated Noise Model (INM) in support of the environmental analyses.

Task 3.5—Documentation and Coordination

The updated aviation activity forecasts will be summarized in a brief technical memorandum documenting the forecast assumptions and results and submitted electronically in pdf format. WEC will prepare one draft and final report that incorporate comments from Inyo County. It is anticipated that the 2016 Forecast Report will be included as an appendix to the technical memorandum.

WEC will conduct all briefings by telephone conference call. Any meeting requiring travel would need to be authorized to provide for additional budget. Any additional requirements by the County's environmental consultant or FAA Staff would need to be authorized to provide for additional budget.

SCHEDULE OF SERVICES:

The Consultant is allowed 90 calendar days to prepare passenger traffic forecasts to support of airport plans and environmental analyses that require FAA approval.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

**BISHOP AIRPORT
PASSENGER TRAFFIC STUDY – PHASE 3**

TERM:
FROM: June 18, 2013 TO: June 30, 2019

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Twenty-Nine Thousand Four-Hundred Dollars and no cents (\$29,400.00) for the Bishop Airport - Passenger Traffic Study Phase 3. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during this project work.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of October 2018 an order was duly made and entered as follows:

**Public Works –
Wadell Engineering
Amendment 17**

Acting CAO Quilter explained the need to amend the existing on-call contract with Wadell Engineering to accommodate a new project, and to also amend the budget to account for related grant funding. Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) approve Amendment No. 17 to County of Inyo Standard Contract 156 between the County of Inyo and Wadell Engineering Corporation to increase the amount of the contract \$192,785 for a total not-to-exceed amount of \$2,458,693 and extend the contract to June 30, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) amend the Fiscal Year 2018-2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412; and C) amend the Fiscal Year 2018-2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget To Be Determined By Auditor) as follows (4/5ths vote required):

1. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
2. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9,338;
3. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
4. Increase appropriations in Professional Services (Object Code 5265) by \$192,785; and
5. Increase appropriations in External Charges (Object Code 5124) by \$14,715.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9th
Day of October, 2018



CLINT G. QUILTER
Acting Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: October 31, 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

19

FROM: Public Works Department

FOR THE BOARD MEETING OF ~~OCT~~ - 9 2018

SUBJECT: Amendment No. 17 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Design.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

1. Approve Amendment No. 17 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$192,785.00 for a total not to exceed amount of \$2,458,693.00;
 - b. Extend the contract to June 30, 2019;
 - c. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures;
2. Amend the Fiscal Year 2018/2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412;
3. Amend the Fiscal Year 2018/2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget _____ as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
 - b. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9338;
 - c. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
 - d. Increase appropriations in Professional Services (Object Code 5265) by \$192,785;
 - e. Increase appropriations in External Charges (Object Code 5124) by \$14,715;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following sixteen (16) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase I.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.
10. Independence Airport – Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids Improvements

- 13. Bishop Airport - PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
- 14. Bishop Airport – Design for apron rehabilitation
- 15. Bishop Airport – Apron Construction Contract Support Services
- 16. Bishop Airport Certification – Phase I Services

On 8/28/2018, your Board accepted a grant from the Federal Aviation Administration (FAA) for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project in the amount of \$186,750; and subsequently accepted a matching grant from the California Division of Aeronautics (CDA) for \$9338. Amendment 17 will add preparation of the Plans, Specifications and Estimate for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project to the scope of work for the on call contract , as shown in Attachment A-17: *Scope of Work, Lone Pine/Death Valley Airport – Pavement Rehabilitation Design Only.*

Typically, under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of first project. Amendment 1 to this contract was effective November 5, 2013. The FAA Program Manager at the Los Angeles office confirmed, in the attached email, that per *Advisory Circular 150/5100-14E* Section 2.7.2:

Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.

Therefore, this Amendment will be reimbursable by the FAA.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended if the Board wishes to make use of the FAA and CDA Grants.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

This Amendment will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the costs. The reimbursable costs of this Amendment will be paid through Budget Unit _____, Object Code 5265. The County's cost share of cost of this Project will be \$11,412, which will come from the Lone Pine Airport Operating Budget (Budget 150500).

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.) <div style="text-align: right; margin-top: 10px;"> Approved: <u>yes</u> Date <u>10/1/18</u> </div>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <div style="text-align: right; margin-top: 10px;"> Approved: <u>10/1/2018</u> Date <u>gg</u> </div>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right; margin-top: 10px;"> Approved: <u>yes</u> Date <u>10/1/18</u> </div>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) mil [Signature] Date: 10/1/18

BUDGET OFFICER SIGNATURE:
 (Not to be signed until all approvals are received) [Signature] Date: 10/1/18

From: Manson.Wong@faa.gov [<mailto:Manson.Wong@faa.gov>]
Sent: Wednesday, September 26, 2018 1:38 PM
To: Michael Errante
Cc: Ashley Helms
Subject: RE: Consultant contract questions

Mike,

Per our conversation, I confirm that Inyo County can proceed with the on-going contract with your current consultant for the design works on Bishop and Lone Pine Airports since the contract is initiated prior to the expiration of the 5-year service agreement. Based on AC 150/5100-14E, we have no objection over your request to allow the consultant finishing up their works as planned. Any other projects will have to be performed under a new RFQ and consultant selection process.

Let me know if you have any further questions.

Manson

*Manson W. Wong, P.E., PMP
Program Manager/Engineer*

*Federal Aviation Administration
Los Angeles Airports District Office
777 S. Aviation Boulevard, Suite #150
El Segundo, CA 90245*

*Tel: (424) 405-7280
Manson.Wong@faa.gov*



Office of Airports

*World leaders in creating a safe and efficient system of airports
We value Integrity, Collaboration and Innovation!*

From: Michael Errante <merrante@inyocounty.us>
Sent: Wednesday, September 26, 2018 11:26 AM
To: Wong, Manson (FAA) <Manson.Wong@faa.gov>
Subject: Consultant contract questions

Manson,

We are trying to decide if there is an issue awarding the design of the Bishop Taxiway Rehab and the Lone Pine Pavement Rehab to Bob Wadell under our current contract which is nearing the end of its 5 year term. The two excerpts below seem to contradict each other on this subject. We would also like to know who at the LA ADO we should send our A&E RFQ to for review before advertising it. We will be giving you a call in a moment to discuss this if you are available.

Thank you

3-59. Indefinite Delivery (Task Orders) Extensions for Consultant Services. Per FAA policy, a sponsor may not extend a task order contract for consultant services beyond a total overall contract duration (without re-advertising the contract) of more than five years. (Order 5100.38D)

2.7.2 Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action. (AC 150/5100-14E)

Michael Errante, P.E. , QSD/QSP

Acting Public Works Director

Inyo County Public Works Department

168 N. Edwards

P.O. Drawer Q

Independence, CA 93526

(760) 878-0205 Office

(760) 391-0375 Cell

(760) 878-2001 Fax

merrante@inyocounty.us



AMENDMENT NO. 17
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, four-hundred and fifty-eight thousand, six hundred and ninety-three dollars and no cents (\$2,458,693.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only, as described in Wadell Engineering Corporation’s proposal entitled Scope of Work, Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only, which is included as Attachment A-17 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-17 to the Contract shall be the lump-sum, fixed-price fee of \$192,785.00.
4. The contract term is extended from December 30, 2018 to June 30, 2019.

The effective date of this amendment to the Agreement is _____.

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

AMENDMENT NO. 17
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF October, 2018.

COUNTY OF INYO

CONSULTANT

By: 

By: _____


Dated: 10-12-18

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NO. 17
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONSULTANT

By: _____

By: Robert P. Wadell

Dated: _____

Dated: 10-9-2018

**APPROVED AS TO FORM AND
LEGALITY:**

Michael V
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

[Signature]
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

KReade for A. Dishion
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
 SERVICES**

**LONE PINE / DEATH VALLEY AIRPORT
 PAVEMENT REHABILITATION DESIGN ONLY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only is included in this Attachment A-17.

SCOPE OF WORK

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

The paving project includes design for rehabilitation of the approximately 4,000' x 60' runway 16-34 with three entrance/exit taxiways, full length parallel taxiway, approximately 2,850' x 40' perpendicular access taxiway, removal of existing central exit taxiway and relocation / replacement to meet FAA standards, pavement markings, drainage shaping and culvert replacements, shoulder grading and runway safety area (RSA) and taxiway safety area (TSA) surface grading corrections. Services include obtaining new existing pavement 5-point runway and taxiway cross section elevation surveys every 100' linear feet along centerline, exit and fillet surveys on a 25-foot grid basis.

The designs will be based on draft FAA specifications 150/5370-10H that allows for pavement recycling for use as subbase or base material.

The geotechnical and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the taxiways. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking. Rehabilitation options that will be considered include 1) milling to a depth that eliminates the most severe cracks and conducting localized full depth repairs as necessary as an interim remedy; 2) Full Depth Reclamation (FDR) of all asphalt layers and a portion of the granular base with new soil treatment options and new P-403 PG asphalt surface.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, pre-bid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final documents. Bid plans will be on Consultant title block with County designation in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices, and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

SCHEDULE OF SERVICES:

The schedule for completion is 180 calendar days for performance of the work after the notice to proceed.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

**LONE PINE / DEATH VALLEY AIRPORT
PAVEMENT REHABILITATION DESIGN ONLY**

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCHEDULE OF FEES:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of One Hundred Ninety-Two Thousand Seven Hundred and Eighty-Five Dollars and no cents (\$192,785.00) for the Pavement Rehabilitation Design. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 11th day of *June* 2013 an order was duly made and entered as follows:

P.W.Wadell Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the Contract
Engineering Contract between County of Inyo and Wadell Engineering Corporation (WEC) for on-call airport engineering services in the amount of \$0 for the period of June 18, 2013 through December 30, 2018, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent the appropriate signatures being obtained and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 11th

Day of June 2013



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

<i>Routing</i>	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other <i>P.W.</i>	_____
DATE: June 19, 2013	



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 5

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Approve a contract/master agreement for on-call airport engineering and planning services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 156 between the County of Inyo and WEC for airport engineering services in an amount not to exceed \$0 for the period from June 18, 2013 through December 30, 2018;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; upon adoption of the fiscal year 2013/2014 and future budgets; and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate (IFE).

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department recently solicited for interested consultants to provide all-inclusive on-call engineering services for the Bishop, Independence, and Lone Pine Airports for projects that are funded by the FAA's Airport Capital Improvement Program (ACIP). Six specialty consultants who provide engineering services exclusively for airport projects submitted Statements of Qualification for the work:

- Atkins North America, Inc., Reno, California.
- C&S Companies, Sacramento, California;
- Kimley-Horn and Associates, Inc., Reno, Nevada;
- Reinard W. Brandley, Consulting Airport Engineer, Loomis, California;
- Tartaglia Engineering, Atascadero, California;
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by four of the Public Works Department engineering and airport staff. WEC was selected as the most qualified consultant to provide engineering services for these projects.

WEC's initial services are anticipated to include the design of pavement rehabilitation projects for Bishop and Lone Pine Airport Runway 16-34. These services include performing land surveys, pavement investigations, and laboratory testing of soil samples; assessment of rehabilitation alternatives; preparation of design reports, plans, specifications, cost estimates, and FAA forms; contractor inquiry assistance during bidding; and assistance with FAA/State Aeronautics coordination as requested. WEC will also prepare Airport Layout Plan (ALP) Updates and Narrative Reports for Bishop, Independence, and Lone Pine Airports. The purpose of the ALP Update and Narrative Reports is to identify needs for future development, and the cost of the proposed development.


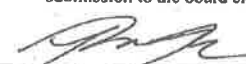
The FAA must approve the consultant's scope of work prior to proceeding with the project. Additionally, FAA procedures require that an Independent Fee Estimate (IFE) be prepared to ensure that the consultant's prices are reasonable and justifiable, and the FAA must approve the IFE. Therefore, in order to expedite the contracting process, the Public Works Department is requesting that the Board approve this initial master agreement in the amount of zero dollars. New projects will be incorporated into the master agreement by amendments.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport engineering and planning services. This is not recommended because the Public Works Department does not have staff that is familiar with FAA specifications and design methods. Also, the sooner WEC is under contract, the sooner that entitlement funds expiring at the end of the federal fiscal year (September 30, 2013) can be accessed, and the sooner that Bishop Airport Runway 16-34 can be repaired.


OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded;
 County counsel to review and approve the contract;

FINANCING: The project is funded by the FAA's ACIP, which will reimburse the county for 90 percent of the consultant engineering cost of the project. The cost of engineering will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5265, Professional and Special Services. The county will pay the 10 percent match through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/28/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/24/13</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: 5-28-13



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/Supervisor Kingsley
BY: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Assignment of Alternate Director to the Indian Wells Valley Groundwater Authority Board

DEPARTMENTAL RECOMMENDATION: Request Board change its previous policy direction and assign Assistant County Counsel John Vallejo to serve as the Alternate Director to the IWGA Board of Directors.

SUMMARY DISCUSSION: At the July 12, 2016 regular Board of Supervisors meeting, your Board voted to join in a joint exercise of powers agreement (JPA) to form the Indian Wells Groundwater Authority (IWGA). The JPA provides that Inyo County shall appoint one Primary Director as well as an Alternate Director to serve in the Primary Director's stead if he or she cannot attend. Under this JPA, these director positions may be Board members, but are not required to be.

At the July 26, 2016 meeting, your Board voted to appoint Supervisor Kingsley to the Primary Director position and Water Director Dr. Bob Harrington to the Alternate Director position. Your Board further directed that the Primary Director assignment be added to the Board's official list of annual committee assignments with a notation that the Water Director will always fill the Alternate position.

With the retirement of Dr. Harrington on December 31, discussions arose over the past few weeks about his replacement on the IWGA Board, which will be holding its first meeting of 2019 on January 17. Although Assistant County Counsel Vallejo cannot and would not be appointed to serve in any legal capacity for the IWGA, he has been identified as an ideal replacement for Dr. Harrington/the Water Director at this time. As such, your Board is being requested to alter its previous direction that the Water Director will always serve as Inyo County's Alternate Director to the IWGA Board of Directors, and to appoint Assistant County Counsel John Vallejo to serve as the Alternate Director to the IWGA Board of Directors.

ALTERNATIVES: Your Board may choose not to reverse its earlier policy decision, or may assign other individuals to these director positions, e.g., your Board may assign a Board member to be Alternate Director. As stated above, under this JPA, these director positions may be Board members, but are not required to be.


OTHER AGENCY INVOLVEMENT: County Counsel, Water Department

FINANCING: N/A

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

PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>
--------------------------------	--

DEPARTMENT HEAD SIGNATURE:  _____ Date: 01-03-19
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  _____ Date: 01-03-19
(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 27

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Annual Board approval of the Inyo County Treasury Investment Policy (Policy).

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the 2019 Statement of Investment Policy with recommended changes.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. There are no new laws, nor changes to existing laws that would impact the Policy. The recommended change to the Policy came as a result of the 2018 Policy discussion and is identified on Page 11 of the Policy. The CAO requested this addition to the Policy. I agreed with the change and implemented the practice immediately with the understanding that it would be written into the 2019 Policy.

ALTERNATIVES:

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

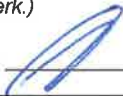
OTHER AGENCY INVOLVEMENT:

N/A

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> Approved:  Date <u>1.16/2018</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> N/A 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> N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 01/05/2018
Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

DRAFT November 2018

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal references to "Sections" made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the "**Prudent Investor Rule**", which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer's office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601(b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601(e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601(c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601(g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601(h) and §53635(a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601(i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601(j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601(j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601(k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601(l)) & (6509.7 & 53601(p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF (\$50MM per Agency	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose

which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.

- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
 - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be

withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
 - Sale of a security prior to the stated maturity or call date of said security.
 - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
 - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

Formatted: Font: 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.29" + Indent at: 0.54"

Formatted: Font: 12 pt

Formatted

Formatted: Font: 12 pt

Comment [AM1]: This being added as a result of 2018 discussion and Board recommendation. I agreed to immediately implement without amending the 2018 Policy and bring back in the 2019 Policy.

Formatted: Font: 12 pt, Bold, Underline, Font color: Blue

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.29" + Indent at: 0.54"

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

**Inyo County Treasurer
Disaster/Business Continuity Plan
Banking and Investment Functions**

Scope:

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Annual delegation of investment authority to the Inyo County Treasurer.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a resolution entitled "A Resolution of The Board of Supervisors of The County of Inyo Delegating To The County Treasurer It's Investment Authority Pursuant To Section 53607 Of The Government Code".

CAO RECOMMENDATION:

SUMMARY DISCUSSION:


Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California county boards of supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operation of the county treasury.

ALTERNATIVES:

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Boards individual members would assume the fiduciary responsibility for providing the day-to-day safety, liquidity and yield for the County's public funds on deposit in the county treasury. All other agency funds on deposit in the treasury remain under the authority of the County Treasurer.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>11/14/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A Approved: _____ 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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-01-2018
Alisha McMurtrie, Treasurer-Tax Collector

RESOLUTION No. 2019 _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
INYO DELEGATING TO THE INYO COUNTY TREASURER ITS
INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE
GOVERNMENT CODE**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 8th day of January 2019 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairman
Inyo County Board of Supervisors

ATTEST: Clint Quilter, Clerk of the Board

BY _____
Darcy Ellis, Assistant



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: WATER DEPARTMENT

FOR THE BOARD MEETING OF: January 8, 2018

SUBJECT: APPOINTMENT OF ONE APPLICANT TO FILL A VACANCY ON THE WATER COMMISSION

DEPARTMENTAL RECOMMENDATION:

Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner, with a term ending December 31, 2022.

SUMMARY DISCUSSION:

The Water Commission currently has one vacancy with a term expiring December 31, 2022. The Clerk of the Board has advertised this vacancy in accordance with County policy. Ms. Teri Red Owl has submitted a letter of interest seeking reappointment to the Commission to fill a four (4) year term of office ending December 31, 2022.

ALTERNATIVES:

Not appoint a Commissioner at this time, and re-advertise to fill the vacancies.

Designate an ad hoc committee to interview the respondents and make recommendations to the Board.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Water Commission stipends and travel expenses are paid from the Water Department budget (024102).

APPROVALS

COUNTY COUNSEL: <p align="center">N/A</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 align="right">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER: <p align="center">N/A</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 align="right">Approved: _____ Date _____</p>

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date:

12/27/2018

Teri Red Owl

234 S. PaHa Lane • Bishop, CA 93514 • 760-937-2426

December 20, 2018

Honorable Dan Tothoroh, Board Chairman
and Honorable Board of Supervisors
County of Inyo
P.O. Drawer N
Independence, CA 93526

Re: Inyo County Water Commission – Request for Reappointment

Dear Honorable Tothoroh and Honorable Supervisors:

I respectfully request you reappoint me to the Inyo County Water Commission. My term expires on December 31, 2018 and I would appreciate the opportunity to continue to serve the residents of Inyo County in my capacity as a Water Commissioner.

Throughout my tenure as an Inyo County Water Commissioner, I worked with my counterparts, Water Department Staff, political leaders, and the public to ensure the agreements between Inyo County and Los Angeles are followed and that the Water Commission fosters an atmosphere of public participation and open dialog.

I believe the Water Commission is an important forum that assists with getting information to the public and receiving the public's input on a variety of water-related topics in Inyo County. I appreciate, welcome, and value public participation at the Water Commission level.

As an Inyo County Water Commissioner, I am committed to assist with the implementation and oversight of the County's water policies. I understand the importance of balancing the water needs of the City of Los Angeles with the environmental needs of the Owens Valley. However, given the alarming trend of Los Angeles to decrease water use in the Owens Valley and Mono Basin while increasing their exports as seen in their attempts to de-water Long Valley, pump permanently-off status wells 385 and 386, and decrease irrigation to leases in Inyo County, while entering into discussions with the Indian Wells Valley (IWV) to potentially supply water to IWV, it's imperative that the County remains vigilant as I am prepared to do.

With the retirement of Water Department Director, Dr. Harrington, continuity is essential during this transition. My experience with the Water Department will help ensure a smooth transition.

I have dedicated the necessary time and I am fully committed to serve another term on the Inyo County Water Commission to help protect the beautiful place Inyo residents call home. I have enjoyed serving on the Water Commission and hope to be re-appointed.

Thank you for your consideration.

Sincerely,



Teri Red Owl



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: HEALTH & HUMAN SERVICES – Health

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Agreement between Inyo County and California Department of Health Care Services to participate in Medi-Cal County Inmate Program (MCIP)

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify agreement #18-95039 between County of Inyo Health and Human Services and the California Department of Health Care Services for the Medi-Cal Inmate Program (MCIP) in the amount of \$100,087.11 for the period of July 1, 2018 to June 30, 2019, and authorize the Director of Health and Human Services to sign the agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your board approved the participation agreement between Inyo County and DHCS for the MCIP for FY 18/19 during the January 16, 2018 board meeting. On May 8, 2018, your Board approved agreement #18-95039 between the County of Inyo and DHCS for the FY 18/19. However, at that time, HHS had asked your Board to approve the contract amount of \$87.11, reflecting only the administrative fees associated with the program for FY 18-19. The MCIP contract also places a cap on the amount that Inyo County would be required to reimburse DHCS for the nonfederal share of Medi-Cal payments for MCIP services for Inyo County inmates. Therefore, DHCS has requested that Inyo County ratify the agreement and provide a Board Order that reflects the full amount of the contract, not to exceed \$100,087.11.

The Medi-Cal Inmate Program provides Medi-Cal coverage for eligible inmates who receive inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours. This program will relieve the county of the federal share of these services provided to inmates. The medical provider will bill Medi-Cal as they usually do and receive payment. DHCS will then quarterly submit invoices to the counties where the inmate is incarcerated to re-coop the nonfederal share of the services.

The Health and Human Services Department has developed a comprehensive case management system to identify when an inmate's hospitalization meets these criteria so that the Medi-Cal application is completed in a timely manner, the dates of services and eligibility correspond, and services and costs are tracked. During the current fiscal year, as of December 1, 2018, no inmates in Inyo County have received inpatient medical care that would qualify for payment under the MCIP. Therefore, DHCS has not invoiced Inyo County for the nonfederal share of any inmate Medi-Cal claims for FY 18-19.

ALTERNATIVES:

The Board could choose not to ratify this agreement and allow the HHS Director to sign the agreement. This is not recommended as this would make Inyo County responsible for the full cost associated with

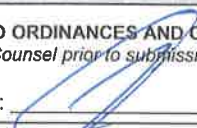

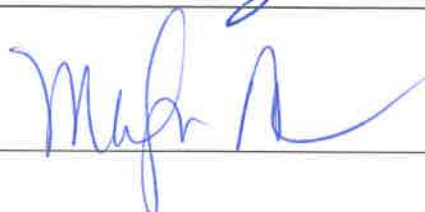
inpatient hospital stays for inmates.

OTHER AGENCY INVOLVEMENT:

HHS divisions, Sheriff, and Probation

FINANCING:

Health Services Realignment. These expenses are paid out of Health (045100) in Professional Services (5265). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved:  Date: 12/11/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: yes Date: 12/12/2018
DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)	 Date: 12/18/17

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are *County of Inyo* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2018, through June 30, 2019.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$100,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2018-19	\$100,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$87.11. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2018-19	\$87.11

- C. The maximum payable amount under this Agreement shall not exceed \$100,087.11.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

*County Coordinator
County of Inyo
Attn: Anna Scott, Deputy Director
P.O. Box Drawer H
Independence, CA 93526
ascott@inyocounty.us
(760) 878-0232*

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this

Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.
- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County

incurs the cost of providing MCIP services and claims them through the CPE process.

- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2017-18 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement.
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.

- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
 - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.

- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term "certified public expenditure process" or "CPE process" means the process established for the Medi-Cal program under state law (including but not limited to Welfare and Institution Code section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term "designated public hospital" is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.
- 5) The term "inmate" as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "juvenile inmate," and Government Code sections 26605.6(a) "prisoner,"

26605.7(a) "prisoner" and (d)(1) "probationer," and 26605.8 "prisoner" and "probationer."

- 6) The term "MCIP" or "Medi-Cal County Inmate Program" contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) "MCIP administrative services" means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) "MCIP services" constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for

coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10) The term "Medi-Cal rate" means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11) The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3) Title XIX of the Social Security Act;
 - 4) Welfare and Institutions Code section 14000 et seq.;
 - 5) Government Code section 53060;
 - 6) The California Medicaid State Plan;

- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26605.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections

14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.
 - 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

County of Inyo

Signature: _____

Name: _____

Title: _____

Date: _____

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit**

Signature: _____

Name: _____

Title: _____

Date: _____



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: Recycling and Waste Management Program

FOR THE BOARD MEETING OF: January 15, 2019

SUBJECT: Consideration of waiver of fees for Lower Owens River Clean-Up Event.

DEPARTMENTAL RECOMMENDATION: Request your Board consider approval of a Resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean-Up event Saturday, February 9, 2019.

SUMMARY DISCUSSION: As a community service, The California Waterfowl Association in conjunction with several other organizations is holding a Clean-Up of the Lower Owens River event on Saturday, February 9, 2019.

The organizers have requested a waiver of solid waste disposal and gate fees for waste collected at the event. The participants will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River Clean-Up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be hauled by Preferred Septic and Disposal on Monday, February 11, 2019 and tracked by the Landfill Gate Attendant.

This is the fifth year for the event. Your Board waived the fees in the past and the lost revenue was minimal.

The attached resolution waives the fees as requested.

ALTERNATIVES: Your Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.

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 Assistant Clerk of the Board.) 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 Assistant Clerk of the Board.) 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 Assistant Clerk of the Board.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Richard J. Penner

Date: 12/27/19

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE LOWER OWENS RIVER CLEAN UP

WHEREAS, on February 9, 2019, the California Waterfowl Association and other organizations will be conducting a clean-up of the Lower Owens River; and

WHEREAS, the sponsors have requested a waiver of solid waste disposal and gate fees for the trash collected at the event, and

WHEREAS, Inyo County recognizes the benefit of public access to lands owned and managed by the City of Los Angeles Department of Water and Power, and desires to assist the City and public in keeping these lands clean and beautiful; and

WHEREAS, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center; and

WHEREAS, Inyo County will track the volume and associated landfill fees attributable to the event; and

WHEREAS, all trash and litter coming from the Lower Owens River Clean-Up will be transported by Preferred Septic and Disposal and deposited in the Bishop-Sunland Landfill; and

WHEREAS, trash or litter coming from any other source will not be represented as having been collected at the Lower Owens River Clean-Up.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the California Waterfowl Association's Lower Owens River Clean-Up for a total up to \$100.

BE IT FURTHER RESOLVED that this fee waiver shall cover disposal fees for the disposal of material from February 9, 2019 to February 11, 2019.

PASSED AND ADOPTED on this 15th day of January, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



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, County Administrator

FOR THE BOARD MEETING: January 8, 2019

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: 12-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 33

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: January 8, 2019

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: 12-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 34

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING OF: January 8, 2019

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)

 Date: 12-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 35

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: January 8, 2019

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: 12-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 36

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

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING OF: January 8, 2019
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: 12-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: January 8, 2019

SUBJECT: Consideration of Commercial Cannabis Business Licenses

DEPARTMENTAL RECOMMENDATION:

Request your Board A) conduct a public hearing on the consideration of county commercial cannabis licenses for retail classification licenses in cannabis Zone 5C, cultivation in excess of 5,000 sq. ft. classification licenses in Zone 5C, Retail classification licenses in zone 5G, cultivation in excess of 5,000 sq. ft. classification licenses in Zone 5G, manufacturing level 1 classification licenses in zone 5G, and microbusiness classification licenses in zone 5G, and B) conditionally approve those applications that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of licenses contingent on the applicant paying the fees established, and applicants obtaining all applicable permits and licenses required by the county and the state of California including payment of all required fees and taxes, and C) deny those applications that failed to meet the 80% minimum requirement and authorize final letters of rejection.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 18, 2018, the window for acceptance of commercial cannabis license applications closed. County staff has been working together and with the applicants since that time to ensure the applications are complete and assess the final proposals. Of the 35 applications received, 30 moved forward to the final round of scoring. Applications were scored based on a point system that considered the following criteria:

- a. Adequacy of the security plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community;
- e. Environmental considerations including water sources;
- f. Residency considerations;
- g. Community benefit plan;
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter;

Statistics for this group of applications are outlined on the following table:

Zone 5C			
	Available	Applied	Viable (scored >80%)
Retail	1	2	1
Cultivation (>5,000 ft ²)	5	8 (5 parcels)	8
Zone 5G			
	Available	Applied	Viable (scored >80%)
Retail	1	1	1
Cultivation (>5,000 ft ²)	5	6	5
Manufacturing (level 1)	10	2	2
Microbusiness	2	1	1

As outlined in Inyo County Code section 5.40.070(A), “only one license-classification per parcel shall count toward the applicable limit” when calculating the number of licenses available in an area. Although eight applications were received for cultivation in excess of 5,000 ft² in Zone 5C, four of the premises were located on one parcel, and so only one license will count toward the cap.

The following is a summary of the scoring for these proposals:

Zone 5C - Retail	
Applicant	Score
Auto Salvage LLC D.B.A. So Cal Enterprises	769 points (56.13%)
Bloomeezz	1,129 points (82.41%)

Zone 5C – Cultivation (>5,000 sq. ft.)	
Applicant	Score
Chief Farms, LLC	1,295 points (81.96%)
Gypsy Girl Farm and Seed Co., LLC	1,267 points (80.19%)
Hamptons West, LLC	1,345 points (85.13%)
Inyo Farms, Inc.	1,265 points (80.06%)
Inyo’s Best Network, LLC	1,346 points (85.19%)
Manchester Global, LLC	1,346 points (85.19%)
RPGM Advanced Partnership, LLC	1,346 points (85.19%)
Sundance Capital Partners, LLC	1,346 points (85.19%)

Zone 5G - Retail	
Applicant	Score
Inyo Cannabis Village, LLC	1,224 points (89.34%)

Zone 5G – Cultivation (>5,000 sq. ft.)	
Applicant	Score
Grow 4 Gold, LLC	1,386 points (87.72%)
Inyo Botanicals, Inc.	1,188 points (75.19%)
Inyo Cannabis Village, LLC (APN 048-391-11)	1,418 points (89.75%)

Inyo Cannabis Village, LLC (APN 048-391-12)	1,418 points (89.75%)
Nanofarms Group, LLC	1,302 points (82.41%)
Old Spanish Cannabis and Commerce Park	1,291 points (81.70%)

Zone 5G – Manufacturing (level 1)	
Applicant	Score
Grow 4 Gold, LLC	1,210 points (88.32%)
Nanofarms Group, LLC	1,112 points (81.17%)

Zone 5G – Microbusiness	
Applicant	Score
Inyo Cannabis Village, LLC	1,234 points (90.07%)

Note that the maximum score for application types that include a cultivation component is 1,580 and all others is 1,370.

Inyo County Code Section 5.40.090(H) requires that a cannabis application receive a minimum score of 80% in order for a license to be issued. Two of the applications brought to your board today do not meet this requirement. The consideration of microbusiness licenses in Zone 5C has been delayed pending an appeal of an application rejection by the C3P0. Those applications will come before your board at a later date.

ALTERNATIVES:

Your board could choose to adjust scoring to change the outcome of the staff scoring or decide to deny all applications.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If 18 licenses are issued, license fee revenue of \$159,300 annually is projected. Additional sales tax revenue may also be generated.

APPROVALS

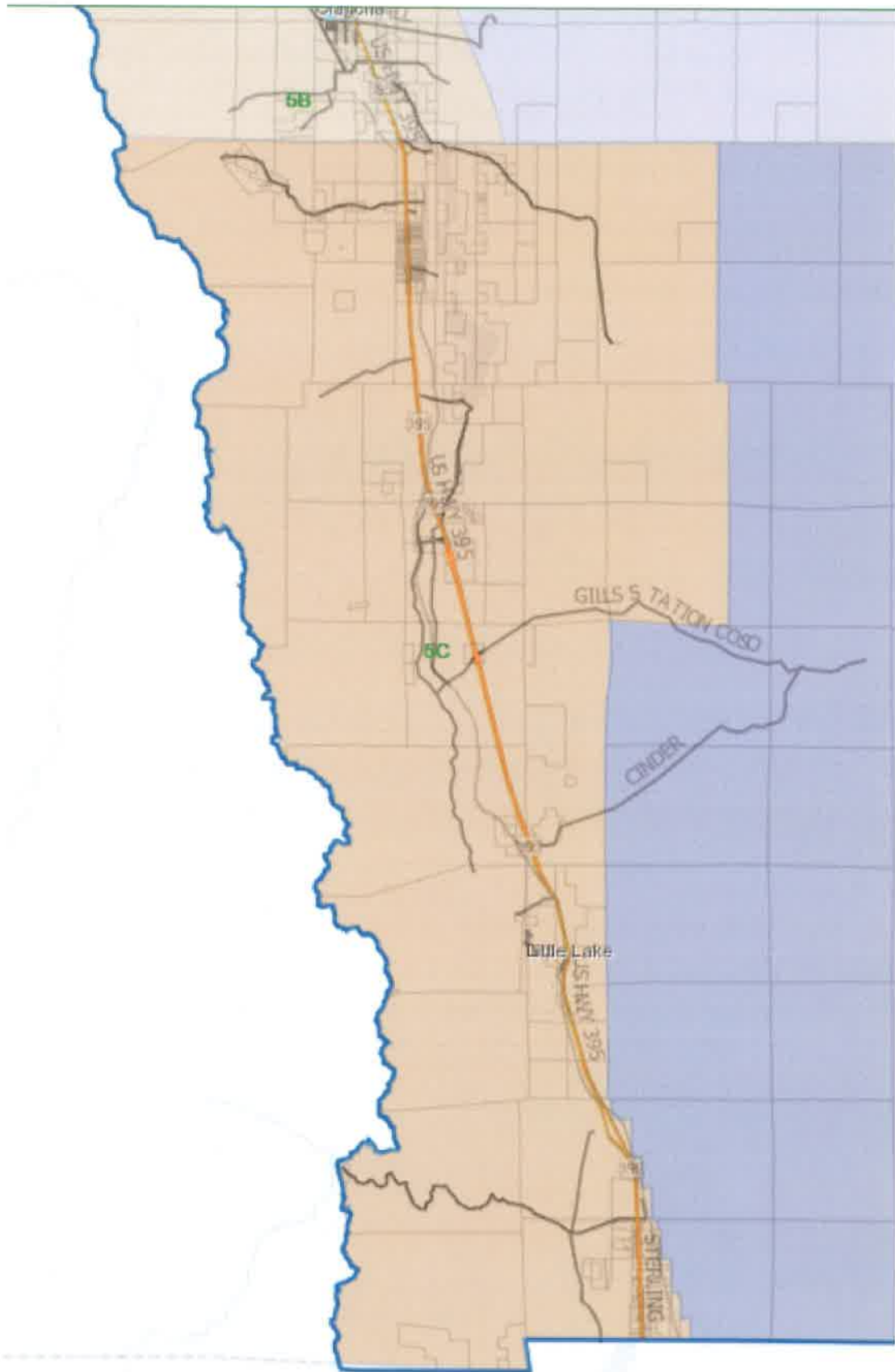
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date: <u>01/04/2018</u>
-----------------	--

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

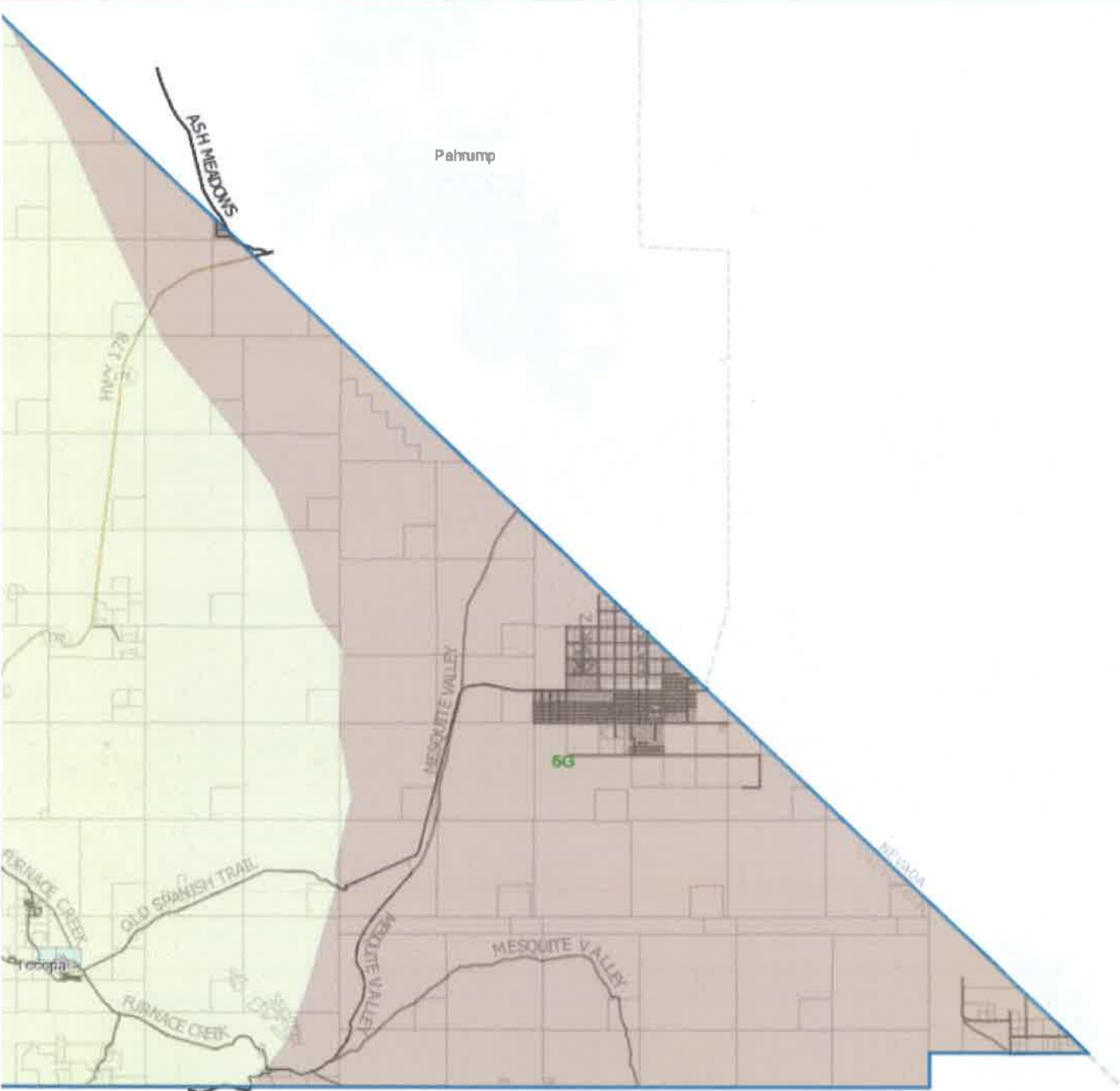


Date: 1-2-19

Zone 5C Map



Zone 5G Map



FINAL SCORING

Auto Salvage LLC

D.B.A.

So Cal Enterprises



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
So Cal Enterprises	10/17/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	67	244	NA	90	185	183	769
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy	0-30	10
2. Alarm system adequacy	0-30	15
3. Cash security	0-30	12
4. Perimeter/security fencing adequacy	0-30	20
5. Security personnel use and training	0-30	0
6. Additional security measures	0-30	10
	TOTAL	67

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	25
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials	0-30	30
4. Storage safety and security	0-30	27
5. Waste disposal plan adequacy	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	27
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	50
	TOTAL	244

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
	TOTAL	0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	90
TOTAL		90

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability	0-60	60
2. Wastewater runoff management adequacy	0-60	30
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	20
b. Mitigation of dark skies concerns	0-30	15
4. Odor control and ventilation systems	0-60	20
5. Dust control plan adequacy	0-60	20
6. Noise mitigation plan adequacy	0-60	20
TOTAL		185

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	130
2. Local hiring plan/strategies	0-60	10
3. Wage comparison	0-60	43
TOTAL		183

FINAL SCORING

Bloomeezz



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name: Bloomeezz	Date Received: 12/6/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	128	242	N/A	171	273	315	1129
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	10
4. Perimeter/security fencing adequacy (Sheriff)	0-30	25
5. Security personnel use and training (Sheriff)	0-30	20
6. Additional security measures (Sheriff)	0-30	20
	TOTAL	128

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	25
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (AG/EH)	0-30	28
4. Storage safety and security (AG/EH)	0-30	28
5. Waste disposal plan adequacy (AG/EH)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	21
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
	TOTAL	242

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
	TOTAL	0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
	TOTAL	171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	55
2. Wastewater runoff management adequacy (AG/EH)	0-60	10
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	10
b. Mitigation of dark skies concerns	0-30	28
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	50
	TOTAL	273

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

Chief Farms, LLC
(Cultivation)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Chief Farms, LLC (Cultivation)	12/3/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	155	210	196	144	315	275	1295
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	29
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	20
4. Perimeter/security fencing adequacy (Sheriff)	0-30	25
5. Security personnel use and training (Sheriff)	0-30	28
6. Additional security measures (Sheriff)	0-30	28
	TOTAL	155

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	25
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	10
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	30
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	210

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	25
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	56
	TOTAL	196

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	144
	TOTAL	144

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	45
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	25
4. Odor control and ventilation systems	0-60	55
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	315

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	156
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	59
	TOTAL	275

FINAL SCORING

Gypsy Girl Farm and Seed Company, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input checked="" type="checkbox"/> Initial Application	<input type="checkbox"/> Revised Application
Business Name:	Date Received:
Gypsy Girl Farm & Seed Co., LLC	10/29/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	145	215	210	90	335	272	1267
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	30
3. Cash security (Sheriff)	0-30	25
4. Perimeter/security fencing adequacy (Sheriff)	0-30	20
5. Security personnel use and training (Sheriff)	0-30	15
6. Additional security measures (Sheriff)	0-30	30
	TOTAL	145

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (AG/EH)	0-30	20
4. Storage safety and security (AG/EH)	0-30	20
5. Waste disposal plan adequacy (AG/EH)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	30
	TOTAL	215

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	60
	TOTAL	210

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	90
	TOTAL	90

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	55
2. Wastewater runoff management adequacy (AG/EH)	0-60	50
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	55
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	335

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	30
3. Wage comparison	0-60	47
	TOTAL	272

FINAL SCORING

Hamptons West, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Hamptons West, LLC	12/6/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	133	260	182	171	285	314	1345
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	22
4. Perimeter/security fencing adequacy (Sheriff)	0-30	26
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	133

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	25
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	260

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
	TOTAL	171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	15
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	55
	TOTAL	285

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	59
	TOTAL	314

FINAL SCORING

Inyo Farms, Inc.



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name: Inyo Farms, Inc.	Date Received: 9/10/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	60	245	210	90	350	310	1265
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	5
2. Alarm system adequacy (Sheriff)	0-30	10
3. Cash security (Sheriff)	0-30	15
4. Perimeter/security fencing adequacy (Sheriff)	0-30	10
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	60

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (AG/EH)	0-30	25
4. Storage safety and security (AG/EH)	0-30	25
5. Waste disposal plan adequacy (AG/EH)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	30
8. Community mitigation measures	0-60	45
	TOTAL	245

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	60
	TOTAL	210

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	90
	TOTAL	90

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	60
2. Wastewater runoff management adequacy (AG/EH)	0-60	50
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	350

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	208
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	57
	TOTAL	310

FINAL SCORING

Inyo's Best Network, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Inyo's Best Network, LLC	12/5/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	133	260	182	171	285	315	1346
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	22
4. Perimeter/security fencing adequacy (Sheriff)	0-30	26
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	133

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	25
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	260

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
TOTAL		171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	15
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	55
TOTAL		285

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
TOTAL		315

FINAL SCORING

Manchester Global, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Manchester Global, LLC	12/6/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	133	260	182	171	285	315	1346
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	22
4. Perimeter/security fencing adequacy (Sheriff)	0-30	26
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	133

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	25
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	260

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
	TOTAL	171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	15
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	55
	TOTAL	285

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

RPGM Advanced Partnership, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
RPGM Advanced Partnership, LLC	12/6/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	133	260	182	171	285	315	1346
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	22
4. Perimeter/security fencing adequacy (Sheriff)	0-30	26
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	133

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	25
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	260

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
	TOTAL	171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	15
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	55
	TOTAL	285

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

Sundance Capital Partners, LLC



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Sundance Capital Partners, LLC	12/6/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	133	260	182	171	285	315	1346
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	25
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	22
4. Perimeter/security fencing adequacy (Sheriff)	0-30	26
5. Security personnel use and training (Sheriff)	0-30	10
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	133

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	25
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	30
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	260

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	171
	TOTAL	171

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	15
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	55
6. Noise mitigation plan adequacy	0-60	55
	TOTAL	285

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

Inyo Cannabis Village, LLC
(Retail)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Inyo Cannabis Village, LLC (Retail)	11/24/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	132	248	N/A	162	330	352	1224
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	18
5. Security personnel use and training (Sheriff)	0-30	22
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	132

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	248

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
	TOTAL	0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	162
	TOTAL	162

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	10
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	50
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	330

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	247
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	60
	TOTAL	352

FINAL SCORING

Grow 4 Gold, LLC
(Cultivation)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input checked="" type="checkbox"/> Initial Application	<input type="checkbox"/> Revised Application
Business Name: Grow 4 Gold, LLC (Cultivation)	Date Received: 11/22/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	161	237	182	144	347	315	1386
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	30
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	27
5. Security personnel use and training (Sheriff)	0-30	20
6. Additional security measures (Sheriff)	0-30	28
	TOTAL	161

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (AG/EH)	0-30	25
4. Storage safety and security (AG/EH)	0-30	25
5. Waste disposal plan adequacy (AG/EH)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	28
7. Adequacy of equipment to proposed activity	0-30	29
8. Community mitigation measures	0-60	40
	TOTAL	237

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	20
3. Fertilizer plan adequacy	0-30	20
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	52
	TOTAL	182

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	144
	TOTAL	144

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	60
2. Wastewater runoff management adequacy (AG/EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	20
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	57
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	347

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

Inyo Botanicals, Inc



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:

Initial Application

Revised Application

Business Name:

Inyo Botanicals, Inc.

Date Received:

12/11/2018

Section 1 – License Type and Status

Complete

Incomplete

Notes:

Section 2 – Contact Information

Complete

Incomplete

Notes:

Section 3 – Location Information

Complete

Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	96	230	194	72	280	316	1188
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	26
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	15
4. Perimeter/security fencing adequacy (Sheriff)	0-30	15
5. Security personnel use and training (Sheriff)	0-30	5
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	96

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	15
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	230

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	23
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	56
	TOTAL	194

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	72
	TOTAL	72

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	50
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	5
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	50
	TOTAL	280

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	221
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	35
	TOTAL	316

FINAL SCORING

Inyo Cannabis Village, LLC
(Cultivation, APN 048-391-11)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Inyo Cannabis Village, LLC (Cultivation APN11)	11/26/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	132	248	194	162	330	352	1418
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	18
5. Security personnel use and training (Sheriff)	0-30	22
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	132

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
	TOTAL	248

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	23
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	56
	TOTAL	194

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	162
	TOTAL	162

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	10
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	50
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	330

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	247
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	60
	TOTAL	352

FINAL SCORING

Inyo Cannabis Village, LLC
(Cultivation, APN 048-391-12)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Inyo Cannabis Village, LLC (12)	11/26/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	132	248	194	162	330	352	1418
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	18
5. Security personnel use and training (Sheriff)	0-30	22
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	132

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
	TOTAL	248

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	23
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	30
5. Overall plan adequacy	0-60	56
	TOTAL	194

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	162
	TOTAL	162

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	10
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	50
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	330

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	247
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	60
	TOTAL	352

FINAL SCORING

Nanofarms Group, LLC
(Cultivation)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Nanofarms Group, LLC (Cultivation)	12/3/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Some map elements were missing from the revision, but enough information has been provided to assess proposal.

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	163	203	190	126	335	285	1302
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	27
4. Perimeter/security fencing adequacy (Sheriff)	0-30	28
5. Security personnel use and training (Sheriff)	0-30	28
6. Additional security measures (Sheriff)	0-30	25
	TOTAL	163

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	10
3. Hazardous materials (AG/EH)	0-30	30
4. Storage safety and security (AG/EH)	0-30	30
5. Waste disposal plan adequacy (AG/EH)	0-30	15
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	28
8. Community mitigation measures	0-60	45
	TOTAL	203

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	20
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	55
	TOTAL	190

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	126
TOTAL		126

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	55
2. Wastewater runoff management adequacy (AG/EH)	0-60	55
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	15
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		335

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	30
3. Wage comparison	0-60	60
TOTAL		285

FINAL SCORING

Old Spanish Cannabis and Commerce Park



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Old Spanish Cannabis and Commerce Park	11/15/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	152	241	197	135	340	226	1291
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	28
4. Perimeter/security fencing adequacy (Sheriff)	0-30	28
5. Security personnel use and training (Sheriff)	0-30	26
6. Additional security measures (Sheriff)	0-30	15
	TOTAL	152

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	20
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	25
6. Adequacy of weights & measures equipment and practices	0-30	28
7. Adequacy of equipment to proposed activity	0-30	28
8. Community mitigation measures	0-60	50
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	241

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	30
3. Fertilizer plan adequacy	0-30	25
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	57
	TOTAL	197

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	135
TOTAL		135

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	55
2. Wastewater runoff management adequacy (EH)	0-60	50
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	30
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	55
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		340

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	156
2. Local hiring plan/strategies	0-60	50
3. Wage comparison	0-60	20
TOTAL		226

FINAL SCORING

Grow 4 Gold, LLC
(Manufacturing)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Grow 4 Gold, LLC (Manufacturing)	11/22/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	161	243	N/A	144	347	315	1210
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	30
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	27
5. Security personnel use and training (Sheriff)	0-30	20
6. Additional security measures (Sheriff)	0-30	28
	TOTAL	161

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (AG/EH)	0-30	30
4. Storage safety and security (AG/EH)	0-30	30
5. Waste disposal plan adequacy (AG/EH)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	28
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	40
	TOTAL	243

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
	TOTAL	0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	144
	TOTAL	144

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	60
2. Wastewater runoff management adequacy (AG/EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	20
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	57
6. Noise mitigation plan adequacy	0-60	60
	TOTAL	347

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	TOTAL	315

FINAL SCORING

Nanofarms Group, LLC
(Manufacturing)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Nanofarms Group, LLC (Manufacturing)	12/3/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Several map elements still missing, but enough information can be gleaned to assess the proposal.

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	163	203	N/A	126	335	285	1112
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	30
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	27
4. Perimeter/security fencing adequacy (Sheriff)	0-30	28
5. Security personnel use and training (Sheriff)	0-30	28
6. Additional security measures (Sheriff)	0-30	25
TOTAL		163

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	30
2. Track and Trace compliance system adequacy	0-30	10
3. Hazardous materials (AG/EH)	0-30	30
4. Storage safety and security (AG/EH)	0-30	30
5. Waste disposal plan adequacy (AG/EH)	0-30	15
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	28
8. Community mitigation measures	0-60	45
TOTAL		203

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
TOTAL		0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	126
TOTAL		126

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (AG/EH)	0-60	55
2. Wastewater runoff management adequacy (AG/EH)	0-60	55
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	15
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		335

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	195
2. Local hiring plan/strategies	0-60	30
3. Wage comparison	0-60	60
TOTAL		285

FINAL SCORING

Inyo Cannabis Village, LLC
(Microbusiness)



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Inyo Cannabis Village, LLC (Micro)	11/24/2018

Section 1 – License Type and Status

Complete Incomplete

Notes:

Section 2 – Contact Information

Complete Incomplete

Notes:

Section 3 – Location Information

Complete Incomplete

Notes:

Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	132	248	N/A	162	340	352	1234
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

Section 4 – Security Plan	Point Value	Points Assigned
1. Surveillance system adequacy (Sheriff)	0-30	28
2. Alarm system adequacy (Sheriff)	0-30	28
3. Cash security (Sheriff)	0-30	26
4. Perimeter/security fencing adequacy (Sheriff)	0-30	18
5. Security personnel use and training (Sheriff)	0-30	22
6. Additional security measures (Sheriff)	0-30	10
	TOTAL	132

Section 5 – Operations Plan	Point Value	Points Assigned
1. Adequacy of improvements and permit status	0-30	28
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	15
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	60
Pro Forma Included? <input checked="" type="checkbox"/>	TOTAL	248

Section 6 – Cultivation Plan	Point Value	Points Assigned
1. Surrounding land use compatibility	0-60	
2. Pest management plan adequacy	0-30	
3. Fertilizer plan adequacy	0-30	
4. Adequacy of processing equipment and facilities	0-30	
5. Overall plan adequacy	0-60	
	TOTAL	0

Section 7 – Community Impact Mitigation Measures	Point Value	Points Assigned
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	162
TOTAL		162

Section 8 – Environmental Considerations	Point Value	Points Assigned
1. Water source sustainability (EH)	0-60	60
2. Wastewater runoff management adequacy (EH)	0-60	60
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	10
b. Mitigation of dark skies concerns	0-30	30
4. Odor control and ventilation systems	0-60	60
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
TOTAL		340

Section 9 – Community Benefit Plan	Point Value	Points Assigned
1. Strength of community benefit plan	0-260	247
2. Local hiring plan/strategies	0-60	45
3. Wage comparison	0-60	60
TOTAL		352

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



JEFF R HOLLOWELL
SHERIFF

ERIC PRITCHARD
UNDERSHERIFF

"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: December 11, 2018
Re: November 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of November 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 8686.16
022701	Kitchen Services	\$ 3534.27
022710	Sheriff Safety	\$ 37383.06
022900	Jail General	\$ 16482.08
022910	Jail Safety	\$ 14238.30
	Grand Total	\$ 80,293.87

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
 ABC 211 (6/99)

Amended
 State of California #41

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

File Number: **601696**
 Receipt Number: **2543818**
 Geographical Code: **1400**
 Copies Mailed Date: **December 10, 2018**
 Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
 First Owner: **SCIRA, NICHOLAS BERNARD**
 Name of Business: **CREEKSIDE RV PARK**
 Location of Business: **1949 S LAKE RD
 BISHOP, CA 93514-7220**
 County: **INYO**
 Is Premise inside city limits? **No**

Census Tract **0004.00**

Mailing Address:
 (If different from
 premises address)

Type of license(s): **20**

Transferor's license/name: **537731 / WHOLE LIVING LLC**

Dropping Partner: Yes No

RECEIVED
 2019 JAN -3 AM 10:47
 INYO COUNTY
 ADMINISTRATOR
 CLERK OF SUPERIOR COURT

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win	PREMISE TO PREMISE TRANSFER	NA	Y	0	12/10/18	\$100.00
20 - Off-Sale Beer And Win	PERSON-TO-PERSON TRANSFER	NA	Y	0	12/10/18	\$50.00
20 - Off-Sale Beer And Win	ANNUAL FEE	NA	Y	0	12/10/18	\$296.00
NA	FEDERAL FINGERPRINTS	NA	N	1	12/10/18	\$24.00
NA	STATE FINGERPRINTS	NA	N	1	12/10/18	\$39.00
Total						\$509.00

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: December 10, 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)

SCIRA, NICHOLAS BERNARD

See 211 Signature Page