

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

November 13, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

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

10. **PRESENTATION – Supervisor Griffiths** – Recognition of Bishop Airport personnel for providing exceptional service and dedication to their duties during the Marine Corps Mountain Warfare Training Exercise, “Mountain Exercise 2018,” in providing after-hours fuel supply and support equipment that ensured Marine Medium Tiltrotor Squadron 161 maintained high readiness during the exercise.

DEPARTMENTAL – PERSONNEL ACTIONS

11. **COUNTY ADMINISTRATOR – Personnel** – Request Board: ratify and approve the contract between the County of Inyo and Clint Quilter for the provision of personal services as the County Administrative Officer at a monthly salary of \$15,000 effective November 6, 2018 and authorize the Chairperson to sign; and B) approve Resolution 2018-49, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo” and authorize the Chairperson to sign.
12. **COUNTY COUNSEL** – Request Board: A) find consistent with the Authorized Position Review Policy: 1) the availability of funding for one (1) Deputy County Counsel exists in a General Fund Budget, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; and 2) 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 applicants apply; and B) authorize the County Administrator to sign the at-will contract with Grace Chuchla at a monthly salary of \$7,564, with employment starting at a mutually agreeable date no later than January 24, 2019.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

13. **Economic Development** – Request Board approve a contract between the County and ROI Research on Investment for the provision of Target Industry Lead Generation Services in an amount not to exceed \$30,000 for the period of November 13, 2018 through November 13, 2019, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.
14. **Economic Development** – Request Board approve a contract between the County and Linner Group LLC for the provision of Potential Employer “Early Lead” Development Services in an amount not to exceed \$48,000 for the period of November 13, 2018 through May 31, 2019, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

HEALTH & HUMAN SERVICES

15. Request Board authorize payment of County Behavioral Health Directors Association dues for Fiscal Year 2018-2019 in an amount not to exceed \$11,077.

PUBLIC WORKS

16. Request Board accept the easement for Independence Water Reservoir from the City of Los Angeles, and authorize the County Administrator to sign the Certificate of Acceptance.
17. Request Board: A) declare QT Petroleum on Demand as a sole-source vendor for the outside fastpay fuel credit card terminal upgrades at Bishop and Lone Pine airports; and B) authorize a purchase order in the amount of \$30,000 for the M4000 upgrades at both airport locations.
18. Request Board: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed \$7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained.
19. **Road** – Request Board approve the purchase of one (1) John Deere R20 Flex Wing Rotary Cutter from Kern Machinery, Inc. of Lancaster in the amount of \$33,913.15.

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

20. **BOARD OF SUPERVISORS – Supervisor Tillemans** – Request Board approve a letter endorsing Mr. Alan Bacock of Big Pine for presidential appointment to director of the U.S. Environmental Protection Agency American Indian Environmental Office, and authorize the Chairperson to sign.
21. **SPECIAL DISTRICTS – Southern Inyo Hospital** – Request Board waive the invoice for the Southern Inyo Hospital District Measure J special election, held on April 10, 2018, in the amount of \$12,621.
22. **PUBLIC WORKS** – Pursuant to Public Contract Code Division 2, Part 3, Chapter 2.5, Section 22050 (C) (1), request Board determine that there is a need to continue with the emergency action of replacing the fire suppression sprinklers at the Inyo County Jail Facility (*4/5ths vote required*).
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board: A) approve the submittal of a “Motion for Party Status of the County of Inyo” to register as a stakeholder to the California Public Utility Commission (CPUC) rulemaking proceedings to implement the provisions of SB 901, related to investor owned utility (IOU) wildfire mitigation plans; and B) authorize the County Administrator to sign.

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

- | | |
|------------|---|
| 10:30 a.m. | 24. PLANNING – Request Board approve Appeal No. 2018-02 (Marty Williams) of Conditional Use Permit 2018-01/Silver Canyon Storage. |
| 11:50 a.m. | 25. BOARD OF SUPERVISORS – The Board of Supervisors will recess so that its members may attend the investiture ceremony for the Honorable Stephen M. Place, Inyo County Superior Court Judge, on the top floor of the Historic Courthouse, 168 N. Edwards St., Independence. (The meeting will be reconvened at the discretion of the Chairperson and at the Board's convenience in order to complete remaining business on the agenda.) |
| 1 p.m. | 26. AG COMMISSIONER – Request Board conduct a workshop to discuss and provide direction to staff on several aspects of Inyo County's Commercial Cannabis Permitting Program in anticipation of forthcoming license issuance. |

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)

27. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Supervisor Jeff Griffiths

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Recognition of Airport Personnel

DEPARTMENTAL RECOMMENDATIONS:

Recognition of Airport personnel for providing exceptional service and dedication to their duties during the Marine Corps Mountain Warfare Training Exercise; 'Mountain Exercise 2018' in providing after-hours fuel supply and support equipment that ensured that marine Medium Tiltrotor Squadron 161 maintained high readiness during the exercise.

SUMMARY DISCUSSION:

In August 2018 the United States Marine Corps, Marine Medium Tiltrotor Squadron 161, performed a training exercise at the Bishop Airport. Inyo County employees, Kenneth R. Babione, Steve W. Loven, and Chris J. Preter, showed exceptional dedication to their duties for Bishop Airport operations and went above and beyond their normal duties to ensure the Marine Training operation was a success.

This commitment to the mission and task when called upon is what makes Inyo County a destination where Government agencies want to train and hopefully will continue to consider training in Inyo County in the future.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

N/A

APPROVALS

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

Jeff Griffiths

Date: 10/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

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

FROM: County Administrator/PERSONNEL
FOR THE BOARD MEETING OF: November 10, 2015
SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify: A) Contract between the County of Inyo and Clint Quilter for the provision of personal services as the County Administrative Officer at a monthly salary of \$15,000.00 effective November 6, 2018 and authorize the Chairperson to sign. B) Approve Resolution 2018-____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and condition of employment.

ALTERNATIVES:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

This position will be budgeted in FY 2018/2019 County Administration Budget

Table with 2 columns: Approver Role and Approval Details. Rows include County Counsel, Auditor/Controller, and Personnel Director, each with a signature and date.

DEPARTMENT HEAD SIGNATURE:

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

Handwritten signature: Clint Quilter

Date: 11/7/18

PASSED AND ADOPTED this 13th of November, 2018 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest: CLINT QUILTER
Clerk of the Board

Chairperson Inyo County Board of Supervisors

BY: _____
Darcy Ellis, Assistant

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

INTRODUCTION

WHEREAS, CLINT G. QUILTER (hereinafter referred to as "Officer") has been duly appointed as County Administrative Officer for Inyo County; and

WHEREAS, Officer was employed by the County as its Director of Public Works, County Road Commissioner, County Surveyor, and County Fire Marshal, pursuant to another Agreement for the Provision of Personal Services as County Officer entered into on or about August 5, 2013, which is hereby prospectively superseded in its entirety by this Agreement; and

WHEREAS, Officer has also been serving as Acting County Administrator; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties as set forth in this new Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from November 6, 2018, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses

which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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.

D. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County Officers and employees.

E. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Officer to perform the duties described in Attachment A. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

B. Products of Officer'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 or product of, Officer'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, Officer will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Administrative Officer and County Surveyor of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred and eighty (180) days written notice of such intent to terminate.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administration	Department
P.O. Drawer N	Street
Independence, CA 93526	City and State

Officer:

Clint Quilter	Name
1551 Indian Springs Drive	Street
Lone Pine, CA 93545	City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
13th DAY OF November, 2018.

COUNTY OF INYO

By: _____
Print or Type Name

Signature

Dated: _____

OFFICER

By: CLINT G. QUILTER
Print or Type Name

[Signature]
Signature

Dated: 11/8/18

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: NOVEMBER 6, 2018 TO: TERMINATION

SCOPE OF WORK:

Duties as defined in the Inyo County job description for County Administrator and as defined in the Inyo County Code and California Government Code.

Office will also continue to serve as the County Surveyor and shall perform the duties specified for such position in the state statutes and Inyo County Code

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: NOVEMBER 6, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. From November 6, 2018 to November 14, 2018, Officer shall continue to be paid the amount he was being paid as Acting County Administrator. Effective November 15, 2018, Officer shall be paid \$15,000.00 per month, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
3. Officer is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
4. County will provide and maintain a motor vehicle for Officer's use; such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County; vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: NOVEMBER 6, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: County Counsel

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Deputy County Counsel appointment

DEPARTMENTAL RECOMMENDATION: (1) Request your Board find consistent with the Authorized Review Policy: a) the availability of funding for one Deputy County Counsel exists in a General Fund budget, as certified by the County Counsel and concurred with by the Acting County Administrator and Auditor-Controller; and b) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal candidate, but an open recruitment is more appropriate to ensure qualified applicants apply; and 2) authorize the Acting County Administrator to sign the at-will contract with Grace Chuchla at a monthly salary of \$7,564, with employment starting at a mutually agreeable date no later than January 24, 2019.

SUMMARY DISCUSSION:


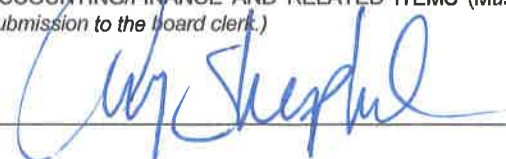
Ms. Chuchla was interviewed in October by a panel of County Counsel and Administration staff. She has an impressive educational and professional background, having graduated from Pomona College and Stanford Law School and worked in Los Angeles at the highly-regarded firm of Irell & Manella. She has experience in litigation, administrative law, municipal law, labor and employment, and constitutional law, which will serve her well as a Deputy County Counsel. She is an avid hiker, backpacker, skier, cyclist, and runner who has frequently visited the Eastern Sierra for recreation and is excited by the opportunity to live and work in the Owens Valley.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/5/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/5/18</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date: <u>11/5/18</u>
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DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 11/5/18

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

INTRODUCTION

WHEREAS, Grace Chuchla (hereinafter referred to as "Deputy") has been or will be duly appointed as a Deputy County Counsel for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy desire to set forth the manner and means by which Deputy will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the County Counsel.

3. TERM.

The term of this Agreement shall be from November 13, 2018 until terminated as provided below. Deputy shall commence employment on a date mutually agreeable to County and Deputy, but no later than January 24, 2019.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. County shall reimburse Deputy for the travel expenses and per diem which Deputy incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Deputy to practice law in the State of California and before all appropriate federal courts. Deputy will provide County, at County's request, 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 Deputy 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy	
<u>Grace Chuchla</u>	<u>Name</u>
<u>4249 Rhodes Ave.</u>	<u>Street</u>
<u>Studio City, CA 91604</u>	<u>City and State</u>

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
13th DAY OF November, 2018.

COUNTY OF INYO

DEPUTY

By: _____

By: _____
Print or Type Name

Dated: _____

Signature

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



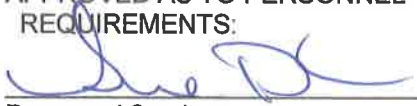
County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

Elected-ApptdOfficials/P.208

AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
13th DAY OF November, 2018.

COUNTY OF INYO

DEPUTY

By: _____

By: Grace Chuchla
Print or Type Name

Dated: _____

Grace Chuchla
Signature

Dated: 11/6/18

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

Elected-Appointed Officials/P.208

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy County Counsel II attached hereto. If and when Deputy is promoted to Deputy III, Deputy IV, or Assistant County Counsel (see Attachment B), then Deputy will perform the duties and responsibilities in the then current job descriptions for those positions, which are incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall initially be paid at Range 83 (Currently \$6,225 - \$7,564 per month), Step E (currently \$7,564), Deputy County Counsel II, and shall be paid every two weeks on County paydays.
2. The County Counsel will review Deputy's performance annually. As a result of such review, the County Counsel may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize Deputy to be promoted to a Deputy III after at least twelve months' of employment and may thereafter authorize Deputy to be promoted to a Deputy IV after at least twelve months' of employment as a Deputy III, and may thereafter authorize Deputy to be promoted to an Assistant County Counsel after at least twelve months' of employment as a Deputy IV, at any such step in the ranges for those positions that the County Administrator deems appropriate (up to and including Step E).
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. For purposes of vacation leave only, Deputy shall be considered to have three (3) years of continuous service upon commencing employment (and shall initially accrue vacation at the rate of 1 ¼ days for each calendar month).
6. Deputy is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
7. The County shall reimburse Deputy for reasonable moving expenses up to \$5,000.00 that are incurred between December 1, 2018 and March 1, 2019. Deputy shall provide the County with receipts or other proof of actual expenditures made.
8. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE CHUCHLA
FOR THE PROVISION OF PERSONAL SERVICES
AS A DEPUTY COUNTY COUNSEL**

TERM:

FROM: November 13, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Approve contract with ROI Research on Investment for Target Industry Lead Generation

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve a contract between the County and ROI Research on Investment for the provision of Target Industry Lead Generation Services in an amount not to exceed \$30,000 for the period of November 13, 2018 through November 13, 2019, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

SUMMARY DISCUSSION:

Over the past year, the former CAO commissioned three different economic development studies:

- The **“County of Inyo Cellular Siting Report,”** prepared by David Witkowski, CEO of OKU Solutions, evaluates existing and preferred (or, ideal) locations at which “next generation” communication towers could be sited to improve wireless voice and data communications in the Owens Valley.
- The **“Targeting Industry Snapshot,”** prepared by ROI Research on Investment, examines five (5) economic clusters of industries, identified through objective study and analysis, that either: (a) already exist in the county, and might be expanded by focusing attention and effort on building specific sectors within the industry; or (b), do not presently exist within the county, but which the County might induce to locate here.
- The **“Preliminary Digital Economy Strategic Plan & Roadmap,”** prepared by JR Lamia (Linner Group LLC), Digital Strategy Consultant, identifies specific areas in which the County can strategically focus efforts and resources to better realize the purpose and potential of Digital 395 to improve both the delivery of public services, and the expansion and diversification of the county’s economy.

As a next logical step and follow-up to the “Targeting Industry Snapshot” report, ROI Research on Investment proposes a lead generation program to promote Inyo County to companies occupying economic clusters the Snapshot recommends the County target or recruit (e.g., telemedicine, outdoor gear, advanced materials), and set up meetings between County representatives and existing County staff. The Lead Generation Offer proposed by ROI will result in the consultant contacting a minimum of 300 companies among the five (5) targeted industry sectors, and arranging up to the 30 meetings with existing County staff. The lead generation process will also result in gathering critical data and feedback that will enable the County to better understand its strengths and weaknesses relative to attracting businesses from targeted industries and how to refine and improve its messaging.

The cost of the contract is \$30,000 and also has well defined milestones and deliverables over the next 12 months that must be met for payment.

ALTERNATIVES:

1. The Board could provide direction to staff to attempt to perform the work.
2. The Board could choose not to pursue target industry lead generation opportunities.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding is available in the CAO Economic Development Budget (Budget Unit #010202).

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.)
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
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: yes Date 11/8/18

 Approved: yes Date 11/8/2018

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 11/8/18

AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Lead Generation services of ROI Research on Investment of Montreal, Quebec, Canada (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 Clint G. Quilter, whose title is: County Administrator. 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 November 13, 2018 to November 13, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand (30,000*****) US 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>CLINT G. QUILTER, CAO</u>	Department
<u>P.O Drawer N</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>ROI RESEARCH ON INVESTMENT</u>	Name
<u>416 De Maisonneuve West, Ste. 1000</u>	Street
<u>Montreal, Quebec H3A 1L2</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.

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AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION **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

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name
Dated: _____

CONTRACTOR

By: C. Barry
Signature
CORIN BARRY
Print or Type Name
Dated: November 8, 2018.

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCOPE OF WORK:

PHASE 1: KICK-OFF

- Kick-off meeting between County of Inyo and Contractor. Submission of detailed minutes to ensure a uniform understanding of the project.
- Development of the conversation strategy (script) to reflect the campaign objectives.
- Training of Contractor's resources.
- Project management.
- Bi-weekly, 30-minute status meetings.
- Mid-mandate review.
- Final Report.

Deliverables:

- Detailed kick-off meeting minutes
- Common definition of program "success"
- Alignment of key KPIs
- Alignment on reporting and communication plan

PHASE 2: BUILDING THE TARGET COMPANY PROSPECT LIST

- Development of the prospect database of approximately 300 companies and contacts.
- Programming of the prospect database in ROI Vision CRM (including 1 license to Contractor's CRM)

Deliverables:

- Minutes outlining the specific criteria to be used for County of Inyo's Target Company Prospect List.
- Target Company Prospect List of targeted companies.
- Client sign-off in advance of the construction of the Target Company Prospect List.
- Presentation of the Target Company Prospect List in advance of outreach.
- Sign-off on the Target Company Prospect List.

ATTACHMENT A (continued)

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCOPE OF WORK:

**PHASES 3 & 4: OUTREACH/GENERATING BUSINESS INTELLIGENCE AND
COMPANY SCORING**

- Outreach and qualification of the targeted companies.
- Final database (Target Company Prospect List) including all the business intelligence and updated contact information, on a best effort basis
 - Including a pipeline of C level companies.

Deliverables (Phase 3):

- Multi-touch Outreach to the entire Target Company Prospect List with a view to interviewing Senior Management
- Acquire intelligence to score companies as potential prospects

Deliverables (Phase 4):

- Fully segmented database (Target Company Prospect List) with primary-sourced business intelligence.

PHASE 5: MEETING SET-UP

- Schedule meetings with qualifies A and B level leads.
- Provide meeting briefing profiles.
- Based on similar mandates, Contractor forecasts but cannot guarantee:
 - 20 meetings with level A and B leads.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SCHEDULE OF FEES:

Target of 20 meetings from a Target Company Prospect List of 300 companies across 5 target sectors:

- Fixed fee of US\$22,000, plus a fee of US\$400 per meeting scheduled

Total: US\$30,000 plus any applicable taxes

Payment terms for the fixed fees:

- 50% of fixed fees will be invoiced upon contract signature
- 25% of fixed fees will be invoiced after 50% of the TCPL has been covered
- 25% of fixed fees will be invoiced after 100% of the TCPL has been covered

Payment terms for meeting fees:

- For the target of 20 meetings, ROI will invoice per batch of 5 scheduled meetings.

**Notwithstanding paragraph 3.F of the Agreement, County will exempt contractor from the tax withholding requirements, subject to the County Auditor's approval.*

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

**AND ROI RESEARCH ON INVESTMENT
FOR THE PROVISION OF TARGET INDUSTRY LEAD GENERATION SERVICES**

TERM:

FROM: Nov. 13, 2018 TO: Nov. 13, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

14

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

FROM: County Administrator

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Approve contract with JR Lamia (Linner Group LLC) for Early Lead Development

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve a contract between the County and Linner Group LLC for the provision of Potential Employer "Early Lead" Development Services in an amount not to exceed \$48,000 for the period of November 13, 2018 through May 31, 2019, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained.

SUMMARY DISCUSSION:

Over the past year, the former CAO commissioned three different economic development studies:

- The "**County of Inyo Cellular Siting Report,**" prepared by David Witkowski, CEO of Oku Solutions, evaluates existing and preferred (or, ideal) locations at which "next generation" communication towers could be sited to improve wireless voice and data communications in the Owens Valley.
- The "**Targeting Industry Snapshot,**" prepared by Research on Investment, examines five (5) economic clusters of industries, identified through objective study and analysis, that either: (a) already exist in the county, and might be expanded by focusing attention and effort on building specific sectors within the industry; or (b), do not presently exist within the county, but which the County might induce to locate here.
- The "**Preliminary Digital Economy Strategic Plan & Roadmap,**" prepared by JR Lamia (Linner Group LLC), Digital Strategy Consultant, identifies specific areas in which the County can strategically focus efforts and resources to better realize the purpose and potential of Digital 395 to improve both the delivery of public services, and the expansion and diversification of the county's economy.

As a next logical step to the cellular siting study, and as a follow-up to his "Preliminary Digital Economy Strategic Plan & Roadmap," the County, with Board approval on October 16, contracted with JR Lamia (Linner Group LLC) to engage and work with cell service providers to expand and improve Inyo County's cell network. The cost of the contract is \$15,000 and has well defined milestones and deliverables over the next seven months that must be met for payment.

Now, concurrent with the Next Generation Wireless Network development and in further support of the Roadmap to a Digital Economy, Lamia proposes a lead generation program to attract new businesses to Inyo County. The program will be focused solely on the technology sector and, specifically, on the technology-related business sectors identified in his report: research and development/innovation; data centers; custom software development; entrepreneurs/startups; customer service/on-shoring; eCommerce/warehousing, transportation/logistics; manufacturing; and, tech, telecom and media. In addition, the Early Leads Program includes the value-added proposition of creating messaging and marketing strategies to complement its lead generation efforts. The cost of the contract is \$48,000 and also has well defined milestones and deliverables over the next six months that must be met for payment.

ALTERNATIVES:

1. The Board could provide direction to staff to attempt to perform the work.
2. The Board could choose not to pursue tech business related leads.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding is available in the CAO Economic Development Budget (Budget Unit #010202).

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 11/8/18

AUDITOR/CONTROLLER

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



Approved: _____

Date _____

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: 11/8/18

**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF POTENTIAL EMPLOYER "EARLY LEAD" DEVELOPMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Early Lead Development services by Linner Group, LLC, of Wayzata, Minnesota, (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 Clint G. Quilter, whose title is County Administrator.

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 November 13, 2018 to May 31, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Forty-eight Thousand Dollars (\$48,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County an itemized statement of all services and work described in Attachment A, which were done at the County's request. Payment terms are defined in Exhibit B, Schedule of Fees, attached hereto.

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

County of Inyo Standard Contract – Linner Group Early Lead Development
(Independent Contractor)

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>CLINT G. QUILTER,</u>	<u>CAO</u>	Department
<u>P.O. Drawer N</u>		Street
<u>Independence, CA 93526</u>		City and State

Contractor:		
<u>LINNER GROUP, LLC, J.R. Lamia</u>		Name
<u>2340 Linner Road</u>		Street
<u>Wayzata, MN 55391</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.

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AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF POTENTIAL EMPLOYER "EARLY LEAD" DEVELOPMENT SERVICES

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature


JAMES R LAMIA
Print or Type Name

Dated: 10/31/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

s:CoCo Contracts/Modified/Linner Group Early Lead Development

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND LINNER GROUP, LLC FOR THE PROVISION OF POTENTIAL EMPLOYER "EARLY LEAD" DEVELOPMENT SERVICES

TERM:

FROM: November 13, 2018 TO: May 31, 2019

SCOPE OF WORK:

MAJOR PLAN ACTIVITIES

	Estimated Level of Effort
Review and develop messaging to attract technology-focused businesses (iterative process while developing list of leads below)	15%
• Identifying their requirements (connectivity, business climate, workforce, housing, etc.)	
• Identifying Inyo County's best attributes to exploit (why locate here, what's available, how County supports digital business)	
Develop list of high-quality leads from business sectors likely interested in locating in Inyo County (from Preliminary Plan)	20%
• Identify up to 25 high-quality business manager leads from distinct companies within California (primarily from SoCal and Bay Area)	
• Local companies deferred until Phase II	
Create marketing collateral to use in lead attraction	15%
• Describe compelling local offerings such as "digital readiness" and "quality of life" as well as addressing their business requirements	
• Web page, PDF document or Printed Material	
o Cost TBD and if more than one medium, expenses may be higher	
o Advertising, Video Content and use of Digital Ambassadors deferred until Phase II	
Actively perform lead management process to quickly and effectively	50%
• Generate awareness (contact)	
• Gauge interest (follow-up)	
• Influence decision (advance)	

DELIVERABLES

- Prepare agenda and exhibits, and facilitate discussion amongst stakeholders
- Bi-weekly progress reporting to Sponsor on plan activities, issues and requests for guidance
- Custom messaging for use in engaging awareness for leads
 - o Web, PDF or printed material
- List of business manager leads for each targeted sector identified as likely to locate in County (up to 25 each)
- Feedback from contacted leads useful to make decisions in planning Phase II (what works and what doesn't)
- List of issues and opportunities to address in Phase II, including go/no go decision criteria
- Identification of high-quality, high-value leads that advance with commitments to locate a yet-to-be determined number of digital economy jobs with higher wages

County of Inyo Standard Contract – Linner Group Early Lead Development
(Independent Contractor)

Page 8

Modified Contract No. 116
10/31/2018

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF POTENTIAL EMPLOYER "EARLY LEAD" DEVELOPMENT SERVICES**

TERM:

FROM: November 13, 2018 TO: May 31, 2019

SCHEDULE OF FEES:

COSTS	AMOUNT
Project Management Fee November 2019 - May 2019	\$45,000
Expenses	
Marketing Collateral, Professional Design & Production (estimated)	\$2,000
Travel to/from leads (SoCal, Bay Area) expressing interest, plan for 2 leads with overnight stay (estimated)	\$1,000
Total	\$48,000

ACCEPTANCE

Payment terms for project management fees are:

- 25% will be invoiced upon contract signature
- 25% will be invoiced upon completion of messaging to engage leads and identification of business manager leads for each targeted sector
- 25% will be invoiced upon delivery of feedback from contacted leads including issues and opportunities (go/no for Phase II)
- Remaining 25% will be invoiced upon identification of one or more leads with commitments to locate in Inyo County

Payment terms for expenses are:

- Actual marketing collateral, professional design and production to be invoiced upon receipt
- Travel expenses, if incurred, to be invoiced upon receipt

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF POTENTIAL EMPLOYER "EARLY LEAD" DEVELOPMENT SERVICES**

TERM:

FROM: November 13, 2018 TO: May 31, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



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: HEALTH & HUMAN SERVICES-Behavioral Health Division

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Approval to Pay Association Dues

DEPARTMENTAL RECOMMENDATION:

Request approval to pay County Behavioral Health Directors Association (CBHDA) dues for fiscal year 2018-2019 in an amount not to exceed \$11,077.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. CBHDA, the association of Behavioral Health Directors, is staffed by an experienced team that works closely with CSAC, RCRC and other State partners to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State and the Department of Healthcare Services (DHCS) for public behavioral health programs. In addition to its role in providing leadership, advocacy, and support for public behavioral health programs, CBHDA convenes behavioral health professionals for the purpose of informing public policy and improving the delivery of behavioral health services.

CBHDA has proved to be an effective organization, bringing needed resources, especially for small counties, to track and advocate around MediCal policies and regulations as related to the functioning as the Specialty Mental Health MediCal and Drug MediCal Plan. In addition, CBHDA provides advocacy and support in such areas as the implementation of the Mental Health Services Act, the Substance Abuse Block Grant, the Mental Health Block Grant, LPS reform and the Continuum of Care reform.

ALTERNATIVES: If dues are not paid, Inyo County would not have direct access to the resources, education and information available to participating counties.

OTHER AGENCY INVOLVEMENT:

All of California's County Behavioral Health programs

FINANCING:

The funding is a combination of Federal, State, and Behavioral Health Realignment funds. This expense will be budgeted in Behavioral Health (045200) in General Operating (5311).

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: yes Date: 10/29/2018

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 10/30/18

County Behavioral Health
 Directors Association of California
 2125 19th Street, 2nd Floor
 Sacramento, CA 95818

Invoice

Phone Number 916-556-3477 x 1118

Customer No.: INYO COUNTY
 Invoice No.: 11303

Bill To: Inyo County BH Department
 Gail Zwier, Director
 162 J Grove Street
 Bishop, CA 93514

Date	Ship Via	F.O.B.	Tax Payer I D Number 68-0232359	
07/19/18			Purchase Order Number	Our Order Number
	07/19/18	Kelsey Nolan, Director of Finance	Sales Person	
Quantity	Description	Unit Price	Amount	

1	Membership Dues FY 18/19	11077.00	11077.00	
		Invoice subtotal	11077.00	
		Invoice total	11077.00	



20180719 10:18:00 AM

Please Make Check Payable to: County Behavioral Health Directors Association of California



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

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Accept Easement for Independence Water Reservoir From the City of Los Angeles

DEPARTMENTAL RECOMMENDATIONS:

Request the Board Accept the Easement for Independence Water Reservoir from the City of Los Angeles.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The new water reservoirs that were built in Independence in 2008 need an easement from Los Angeles Department of Water and Power. Consequently, staff worked with the LADWP to get an easement for the actual location. The Board of Water and Power Commissioners authorized and the Los Angeles City Council approved this easement. Staff is now requesting that the Board accept this easement.

ALTERNATIVES:

1. The Board could decide not to accept the easement. This is not recommended as Inyo County has already built the reservoirs and paid \$5000 for the easement.


OTHER AGENCY INVOLVEMENT:

CAO
Auditor.

FINANCING:

The County previously paid \$5,000 out of Independence Water System Funds(Fund 152101) to purchase the easement.

Agenda Request Form
Board meeting of
Subject:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date: <u>10/29/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 10/31/18

CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant Deed dated _____ from LADWP to the County of Inyo, is hereby accepted by the undersigned officer on behalf of the County of Inyo, pursuant to the authority conferred by Resolutions 20 - _____ of the Inyo County Board of Supervisors, adopted on _____ and the Board of Supervisors hereby consents to recordation thereof by its duly authorized officer.

DATED: _____, 2018

Clint Quilter,
Acting County Administrative Officer

Attest: Clint Quilter,
Acting Clerk of the Board

By: _____
Darcy Ellis, Assistant Board Clerk



Los Angeles
Department of
Water & Power

CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

September 27, 2018

Mr. Clint Quilter, Acting Director
Inyo County Administrative Office
P.O. Drawer N
Independence, CA 93526

Dear Mr. Quilter:

Subject: Sale of an Easement to County of Inyo for Expansion of the Independence Reservoir

The balance of \$5,000 for the sale of an easement granted to the County of Inyo, in 2011, for expansion of the Independence Reservoir remains outstanding and past due. Enclosed are copies of applicable documents for reference.

Please submit payment, payable to Los Angeles Department of Water and Power, to 300 Mandich Street, Bishop, California, 93514-3449, attention Mr. Donald S. McGhie.

If you have any questions regarding this matter, you may write to our office at the above-noted address or you may phone Mr. McGhie at (760) 873-0248.

Sincerely,

Clarence E. Martin
Manager of Aqueduct

DSM:src

Enclosures

c: Mr. Donald S. McGhie

152101 5265 INDOY WATER

RECORDING REQUESTED BY:
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514

WHEN RECORDED, MAIL TO:
County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

EASEMENT DEED	Grantee: County of Inyo Project: Independence Town Water System
APN(s):	Por. of 022-140-04

As authorized by the Board of Water and Power Commissioners by Resolution No. 011-212, adopted on March 1, 2011, and approved by the Los Angeles City Council on June 29, 2011, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a California Charter City, grants to the COUNTY OF INYO, an easement for the purposes to construct, operate, and maintain a water system for the town of Independence, over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the county of Inyo, state of California, described as follows:

That portion of the northeast quarter of the northwest quarter of Section 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, County of Inyo, State of California, as shown on Map S-532-C, on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, and more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northwest quarter of said Section 19, monumented with a 2-inch Iron Pipe with Cap stamped "L.A.A. PROP., S.E. COR., NE¼ NW¼, SEC. 19"; thence North 00°47'22" West, along the easterly line of said northeast quarter, 188.34 feet to the POINT OF BEGINNING; thence continuing North 00°47'22" West, along said easterly line, 148.77 feet; thence South 89°13'22" West, 206.10 feet; thence South 48°20'54" West, 94.65 feet; thence South 22°43'49" West, 37.36 feet; thence South 36°48'03" East, 106.40 feet; thence South 50°29'59" West, 222.00 feet; thence South 39°39'10" East, 19.75 feet, more or less, to the southerly line of said northeast quarter; thence North 89°18'43" East, along said southerly line, 270.52 feet; thence North 31°49'13" East, 223.33 feet to the POINT OF BEGINNING

Containing 1.977 acres, more or less.

All distances are ground.

Bearings are grid as established by LADWP GPS network, CCS 1983, 1991.35 adjustment.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.

SUBJECT TO that granting of the property is authorized upon the terms and conditions stated herein and upon the further express condition that the same shall be continuously used and maintained by the County of Inyo for purposes of the Independence town water system; and that in the event the County of Inyo does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City of Los Angeles without any further action.

EXCEPTING AND RESERVING unto the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

THE CITY OF LOS ANGELES
AND THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE
CITY OF LOS ANGELES

By 
RONALD O. NICHOLS
General Manager

AUTHORIZED BY:

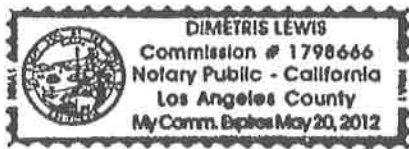
Resolution No. 011-212
Adopted..... March 1, 2011
Approved by Council on June 29, 2011
Council File No. 11-0328

State of California }
County of Los Angeles }

On April 10, 2012 before me, Dimetris Lewis, Notary Public
DATE Here Insert Name and Title of the Officer

personally appeared Ronald Owen Nichols
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dimetris Lewis
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above



RESOLUTION NO. 011 212

(Sale of an Easement for the
Independence Town Water System)

WHEREAS, the County of Inyo (County) has requested a permanent easement over certain City of Los Angeles (City) owned land for the water system for the town of Independence, in Inyo County, California; and

WHEREAS, it is found and determined that the public interest will be furthered by granting to the County, for and in consideration of the sum of \$5,000, a permanent easement for town water system purposes on certain property owned by the City and under the control of the Los Angeles Department of Water and Power, further described as:

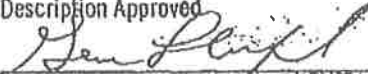
An easement for town water system purposes, all in, over, under, and across a portion of the northeast quarter of the northwest quarter of Section 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, County of Inyo, State of California, as shown on Map S-532-C, on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, and more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northwest quarter of said Section 19, monumented with a 2-inch Iron Pipe with Cap stamped "L.A.A. PROP., S.E. COR., NE $\frac{1}{4}$ NW $\frac{1}{4}$, SEC. 19"; thence North 00°47'22" West, along the easterly line of said northeast quarter, 188.34 feet to the POINT OF BEGINNING; thence continuing North 00°47'22" West, along said easterly line, 148.77 feet; thence South 89°13'22" West, 206.10 feet; thence South 48°20'54" West, 94.65 feet; thence South 22°43'49" West, 37.36 feet; thence South 36°48'03" East, 106.40 feet; thence South 50°29'59" West, 222.00 feet; thence South 39°39'10" East, 19.75 feet, more or less, to the southerly line of said northeast quarter; thence North 89°18'43" East, along said southerly line, 270.52 feet; thence North 31°49'13" East, 223.33 feet to the POINT OF BEGINNING.

Containing 1.977 acres, more or less.

All distances are ground.

Description Approved


#C2774 FOR WATER OPERATIONS
DATED 10/4/10

Bearings are grid as established by LADWP GPS network, CCS 1983, 1991.35 adjustment.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.


SUBJECT TO that granting of the property is authorized upon the terms and conditions stated herein and upon the further express condition that the same shall be continuously used and maintained by the County for purposes of the independence town water system; and that in the event the County does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City without any further action.


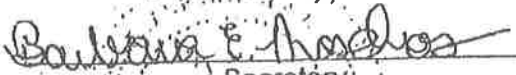
EXCEPTING AND RESERVING unto the City all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

NOW, THEREFORE, BE IT RESOLVED, that the President or Vice President of this Board, or the General Manager, or such person as he shall designate in writing as his designee, and the Secretary, Assistant Secretary, or the Acting Secretary of this Board are hereby authorized, empowered, and directed to execute an instrument in writing, approved as to form and legality by the City Attorney, conveying said easement for and on behalf of the Los Angeles Department of Water and Power; however, the execution of said written instrument shall be subject to approval by the Los Angeles City Council.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held MAR 01 2011

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

001 15 2010
BY 
MARY K. DENNIS
DEPUTY CITY ATTORNEY



Secretary

Los Angeles Department of Water & Power



Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

ERIC GARCETTI
Mayor

June 28, 2016

Mr. Clint Quilter, Director
Inyo County Department of Public Works
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Quilter:

Subject: Invoice for Sale of an Easement to County of Inyo for Expansion of the Independence Reservoir

A balance of \$5,000 for the sale of an easement granted to the County of Inyo for expansion of the Independence Reservoir is outstanding and past due. Funds need to be paid by July 6, 2016. Payment should be submitted to 300 Mandich Street, Bishop, California, 93514-3449, attention Mr. Donald S. McGhie.

Furthermore, please submit a *Certificate of Acceptance* (Certificate) accepting the Easement Deed (copy of Easement Deed and Los Angeles Department of Water and Power's (LADWP) Resolution No. 011 212 are enclosed for reference). LADWP will record the deed upon receipt of payment in the amount of \$5,000 and Certificate.

If you have any questions regarding this matter, you may write to our office at the above-noted address or you may phone Mr. McGhie at (760) 873-0248.

Sincerely,

James G. Yannotta
Manager of Aqueduct

DSM:src
Enclosures
c: Mr. Donald S. McGhie

RECEIVED

JUN 30 2016

INYO COUNTY
PUBLIC WORKS

Putting Our Customers First

RECORDING REQUESTED BY:
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, CA 93514

WHEN RECORDED, MAIL TO:
County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLE(S)

EASEMENT DEED	Grantee: County of Inyo Project: Independence Town Water System
APN(s):	Por. of 022-140-04

As authorized by the Board of Water and Power Commissioners by Resolution No. 011-212, adopted on March 1, 2011, and approved by the Los Angeles City Council on June 29, 2011, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a California Charter City, grants to the COUNTY OF INYO, an easement for the purposes to construct, operate, and maintain a water system for the town of Independence, over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the county of Inyo, state of California, described as follows:

That portion of the northeast quarter of the northwest quarter of Section 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, County of Inyo, State of California, as shown on Map S-532-C, on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, and more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northwest quarter of said Section 19, monumented with a 2-inch Iron Pipe with Cap stamped "L.A.A. PROP., S.E. COR., NE¼ NW¼, SEC. 19"; thence North 00°47'22" West, along the easterly line of said northeast quarter, 188.34 feet to the POINT OF BEGINNING; thence continuing North 00°47'22" West, along said easterly line, 148.77 feet; thence South 89°13'22" West, 206.10 feet; thence South 48°20'54" West, 94.65 feet; thence South 22°43'49" West, 37.36 feet; thence South 36°48'03" East, 106.40 feet; thence South 50°29'59" West, 222.00 feet; thence South 39°39'10" East, 19.75 feet, more or less, to the southerly line of said northeast quarter; thence North 89°18'43" East, along said southerly line, 270.52 feet; thence North 31°49'13" East, 223.33 feet to the POINT OF BEGINNING

Containing 1.977 acres, more or less.

All distances are ground.

Bearings are grid as established by LADWP GPS network, CCS 1983, 1991.35 adjustment.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.

SUBJECT TO that granting of the property is authorized upon the terms and conditions stated herein and upon the further express condition that the same shall be continuously used and maintained by the County of Inyo for purposes of the Independence town water system; and that in the event the County of Inyo does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City of Los Angeles without any further action.

EXCEPTING AND RESERVING unto the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

THE CITY OF LOS ANGELES
AND THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE
CITY OF LOS ANGELES

By



RONALD O. NICHOLS
General Manager

AUTHORIZED BY:

Resolution No. 011-212
Adopted March 1, 2011
Approved by Council on June 29, 2011
Council File No. 11-0328

RESOLUTION NO. 011 212

(Sale of an Easement for the
Independence Town Water System)

WHEREAS, the County of Inyo (County) has requested a permanent easement over certain City of Los Angeles (City) owned land for the water system for the town of Independence, in Inyo County, California; and

WHEREAS, it is found and determined that the public interest will be furthered by granting to the County, for and in consideration of the sum of \$5,000, a permanent easement for town water system purposes on certain property owned by the City and under the control of the Los Angeles Department of Water and Power, further described as:

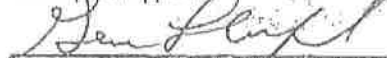
An easement for town water system purposes, all in, over, under, and across a portion of the northeast quarter of the northwest quarter of Section 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, County of Inyo, State of California, as shown on Map S-532-C, on file in the office of the Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California, and more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northwest quarter of said Section 19, monumented with a 2-inch Iron Pipe with Cap stamped "L.A.A. PROP., S.E. COR., NE $\frac{1}{4}$ NW $\frac{1}{4}$, SEC. 19"; thence North 00°47'22" West, along the easterly line of said northeast quarter, 188.34 feet to the POINT OF BEGINNING; thence continuing North 00°47'22" West, along said easterly line, 148.77 feet; thence South 89°13'22" West, 206.10 feet; thence South 48°20'54" West, 94.65 feet; thence South 22°43'49" West, 37.36 feet; thence South 36°48'03" East, 106.40 feet; thence South 50°29'59" West, 222.00 feet; thence South 39°39'10" East, 19.75 feet, more or less, to the southerly line of said northeast quarter; thence North 89°18'43" East, along said southerly line, 270.52 feet; thence North 31°49'13" East, 223.33 feet to the POINT OF BEGINNING.

Containing 1.977 acres, more or less.

All distances are ground.

Description Approved


#C2774 FOR WATER OPERATIONS
DATED 10/4/10

Bearings are grid as established by LADWP GPS network, CCS 1983, 1991.35 adjustment.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.

SUBJECT TO that granting of the property is authorized upon the terms and conditions stated herein and upon the further express condition that the same shall be continuously used and maintained by the County for purposes of the Independence town water system; and that in the event the County does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City without any further action.

EXCEPTING AND RESERVING unto the City all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.


NOW, THEREFORE, BE IT RESOLVED, that the President or Vice President of this Board, or the General Manager, or such person as he shall designate in writing as his designee, and the Secretary, Assistant Secretary, or the Acting Secretary of this Board are hereby authorized, empowered, and directed to execute an instrument in writing, approved as to form and legality by the City Attorney, conveying said easement for and on behalf of the Los Angeles Department of Water and Power; however, the execution of said written instrument shall be subject to approval by the Los Angeles City Council.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held MAR 01 2011

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

03/15/2010
BY Maria R. [Signature]
MARIA R. [Signature]
DEPUTY CITY ATTORNEY

Barbara E. [Signature]
Secretary





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Purchasing Authority with QT Petroleum on Demand (QTPod).

DEPARTMENTAL RECOMMENDATIONS:

Recommend the Board of Supervisors

1. Declare QT Petroleum on Demand as a sole source vendor for the outside fastpay fuel credit card terminal upgrades at Bishop and Lone Pine Airports; and
2. Authorize a purchase order in the amount of \$30,000 for the M4000 upgrades at both Airport locations.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The older fuel terminal modules that are currently in use at the Bishop and Lone Pine airports will no longer be supported as of Dec. 31, 2018. The old modules are analog systems and repair parts have been discontinued. The new modules are digital and will have the ability to be serviced and repaired if needed. QT Petroleum on Demand is the fast pay provider for Shell Fuels who currently has our fuel contract.

ALTERNATIVES:

The Board could elect not to upgrade the credit card fastpay fuel terminal modules. This is not recommended as the older fuel terminal M3000 that is currently in use, will no longer be supported as of Dec. 31, 2018.



OTHER AGENCY INVOLVEMENT:

County Counsel
 Auditor

FINANCING:

These funds are budgeted in the 2018-2019 Bishop Airport (150100) and Lone Pine Airport (150500), in Object Code Equipment (5650).

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date: <u>10/29/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: <u>10/30/2018</u>
PERSONNEL DIRECTOR 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/31/18

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.**
Electronic components that allow us to continue to be able to use credit cards for fuel sales at the Airports.

DEPARTMENT CONTACT PERSON & TITLE Ken Babione - Airport Manager	
DEPARTMENT NAME Public Works - Airports	PHONE 760-872-2971
REQUESTED SUPPLIER/CONSULTANT NAME	SUPPLIER CONTACT PERSON Jack Broderick
SUPPLIER ADDRESS QT Pod, 4909 Nautilus Court North, Suite 109 Boulder, CO 80301	SUPPLIER CONTACT'S PHONE NUMBER 303-444-3590 or 303-444-8736

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



 Signature of Requestor



 President/CEO Approval

10/23/18

 Date

10/26/18

 Date

* Quote good until 11/30/18



4909 Nautilus Court North, Suite 109
 Boulder, CO 80301
 ph: 303-444-3590 Fax: 303-444-8736

Quote No. JJB067

QT Pod Fueling Terminals

Representative

Name Jack Broderick Phone: 303-444-3590 ext 124
 Position Sales Fax: 303-444-8736
 Department Sales Division E-mail: JBroderick@Qtpod.com

Dates

First Contact 5/8/2018
 Quote Issued 5/10/2018
 Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
M4000U-C-1	1	\$15,995.00	\$15,995.00
M4000 Upgrade with Cell communications and 1 pump For Cell Communications Verizon Unlimited Data Plan Required \$480/year			
Trade-in credit for M3000 return	1	(\$3,495.00)	(\$3,495.00)
SHIPPING	1	\$295.00	\$295.00
		Sub Total	\$12,795.00
		Discount	
		Taxes	
		TOTAL	\$12,795.00

Client

Customer Breanne Nelums Company Inyo County #2 - Lone Pine Airport
 Address PO Drawer Q
 City Independence State CA
 ZIP 93526 Email bnelums@inyocounty.us
 Phone (760) 878-0206 Fax (760) 878-2001

Notes

**Quote valid until 11/30/2018.
 Price does not include installation
 Annual Subscription fee is required

Office Use Only

Prices are subject to change without notice.

** Quote good until 11/30/18*



4909 Nautilus Court North, Suite 109
 Boulder, CO 80301
 ph: 303-444-3590 Fax: 303-444-8736

Quote No. JJB066

QT Pod Fueling Terminals

Representative			Dates		
Name	Jack Broderick	Phone:	303-444-3590 ext 124	First Contact	5/8/2018
Position	Sales	Fax:	303-444-8736	Quote Issued	5/10/2018
Department	Sales Division	E-mail:	JBroderick@Qtpod.com	Accept/Reject	

Product/Service Name	Quantity	Price	TOTAL
M4000U-C-2 M4000 Upgrade with Cell communications and 2 pumps For Cell Communications - Verizon Unlimited Data Plan Required \$480/year	1	\$16,445.00	\$16,445.00
Trade-in credit for M3000 return	1	(\$3,495.00)	(\$3,495.00)
SHIPPING	1	\$295.00	\$295.00
		Sub Total	\$13,245.00
		Discount	
		Taxes	
		TOTAL	\$13,245.00

Client			
Customer	Breanne Nelums	Company	Inyo County #1 - Bishop Airport
Address	PO Drawer Q		
City	Independence	State	CA
ZIP	93526	Email	bnelums@inyocounty.us
Phone	(760) 878-0206	Fax	(760) 878-2001

Notes
 *Quote valid until 11/30/2018.
 Price does not include installation
 Annual Subscription fee is required

Office Use Only

Prices are subject to change without notice.

Cindy Truelsen

From: Breanne Nelums
Sent: Tuesday, October 23, 2018 9:28 AM
To: Cindy Truelsen
Cc: Michael Errante; Christopher A. Cash
Subject: FW: Inyo County Airports
Attachments: Inyo County #1 - Bishop Airport M4000 Upgrade Quote.pdf; Inyo County #2 - Lone Pine Airport M4000 Upgrade Quote.pdf

Good Morning Cindy,

Can you please start the process with these quotes to upgrade our machines at the airports? We need to get the process completed before the end of November for these prices to be honored.

Thanks,

Breanne

From: Jack J. Broderick [<mailto:jbroderick@qtpod.com>]
Sent: Tuesday, October 23, 2018 9:23 AM
To: Breanne Nelums
Subject: RE: Inyo County Airports

Hi Breanne,

I have refreshed your quotes. Basically I just changed the expiration date for the quote to the end of November. As I had mentioned our trade in allowance has dropped to \$1,995.00 for each unit as of 9/1/18. Since I am way too far behind on following up with people, I have received permission to honor past quotes until the end of November.

Please let me know if you have any questions.

WOOHOO™!!

WOOHOO is a registered trademark of the JacKara corporation. All rights reserved.

Thank you for your business.

Have a great day,

Jack Broderick
Operations Manager
Office: 303-444-3590 ext 116
Direct: 303-962-3416
Mobile: 303-956-1047
JBroderick@QTPod.com



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed \$7,942.00 for the period from November 15, 2018 through November 15, 2023;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

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 costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

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>11/7/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>11/8/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>11/8/18</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/8/18
(Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE [Signature] Date: 11/8/2018
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Public Works Department. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five (\$ 8,155 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure 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

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

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

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

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

35. 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.

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Environmental Science Associates	Name
2600 Capitol Avenue, Suite 200	Address
Sacramento, CA 95816	City and State

39. 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.

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

By: _____

Signature

Print or Type Name

Dated: _____

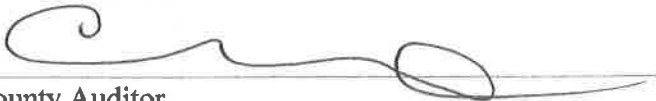
Dated: _____

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 Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
 - Allegiant Air, with the Airbus 319 aircraft
 - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

Ms. Helms
November 7, 2018
Page 2

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These “federal actions” require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA’s preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA’s 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County’s coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,



Autumn Ward, CM, ENV SP
Project Manager



Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	\$ 91.11	\$ 182.22
Senior Director III	Steven Alverson	6	\$ 93.75	\$ 562.50
Managing Associate II	Autumn Ward	18	\$ 50.29	\$ 905.22
Managing Associate II	Steven Smith	16	\$ 49.04	\$ 784.64

Total \$ 2,434.58

\$2,435

FRINGE BENEFITS

Rate Total
48.82% \$ 1,188.56

\$1,189

INDIRECT COSTS

Overhead and G&A

Rate Total
142.44% \$ 3,467.82

\$3,468

FEE

Rate Total
12% \$ 850.91

\$851

TOTAL COST

\$7,942

**NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary**

Task #	Task Name/Description	Employee Names			Total Hours	Labor Price
		Michael Arnold	Steven Alverson	Autumn Ward		
1.0	Prepare Draft EA Scope and Cost Estimate		2	12	25.00	\$ 4,477
2.0	Coordination with FAA		2	4	8.00	\$ 1,588
3.0	Prepare Final EA Scope and Cost Estimate		2	2	9.00	\$ 1,877
	Total Hours		6	18	42	
	Total Labor Costs	\$ 594	\$ 1,835	\$ 2,953	\$ 2,560	\$ 7,942

Employee Names
Labor Category

Senior Director III	Senior Director III	Managing Associate II	Managing Associate III	Total Hours	Labor Price
1	2	12	10	25.00	\$ 4,477
1	2	4	2	8.00	\$ 1,588
	2	2	4	9.00	\$ 1,877
	6	18	16	42	
\$ 594	\$ 1,835	\$ 2,953	\$ 2,560	\$	\$ 7,942

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
19

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Purchase of One (1) John Deere R20 Flex Wing Rotary Cutter

DEPARTMENTAL RECOMMENDATIONS:

Approve the Purchase of One (1) John Deere R20 Flex Wing Rotary Cutter from Kern Machinery, Inc., 45223 23rd Street West, Lancaster, CA 93536, for \$33,913.15.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department has two tow behind mowers to maintain the shoulders and easements along the County right of ways. Both of the mower units are pulled by John Deere tractors and are shared by the Road Districts throughout the valley. While the eventual goal is to update the mowing fleet, and have a mower in each Road District to service and maintain their respective areas, the immediate need is to continue operations until that can be accomplished.

The Road Department is requesting to purchase a replacement tow behind rotary cutter, replacing unit #8217 that was purchased in 2001. The current mower #8217, is at the end of its service life and is becoming unreliable; it will be patched up and available as a back-up unit.

The Road Department had requested quotes from four suppliers, and Kern Machinery, Inc., 45223 23rd Street West, Lancaster, CA 93536, was the low bid for \$33,913.15, including California sales tax.

ALTERNATIVES:

The Board has the option to not approve the purchase of this replacement mower, this is not recommended as the current mower is spending an excessive amount of time in the shops being repaired instead of operating. This unit has reached its usable reliable service life and the stresses incurred during mowing operations have fatigued the steel structure, deck plating, and gearboxes.

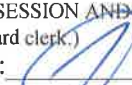
OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors Office

FINANCING:


Funds have been budgeted in Road (034600), Equipment (5650) in the FY 2018/19 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: 10/1/2018

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: 11/1/2018

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 2018.11.2
For Mike Egan

TELEPHONE QUOTES

QUOTES FOR REPAIRS OR MATERIALS OR SERVICES

Date: 9/19/2018

Purchase requested by:

Item (s) Requested: 1- Pull behind Mower rotary Cutter
- R-20 John Deere

<u>VENDOR</u> Name, Address & phone/fax	<u>CONTACT</u>	<u>AMOUNT</u>	<u>TAX</u>	<u>FREIGHT</u>	<u>TOTAL</u>
1. <u>Kern Machine</u>					<u>31,464¹⁸ +</u> <u>\$33,913.15 TX</u>
2. <u>Renner Equip</u>					<u>32,500⁰⁰</u> <u>\$35,010.75 TX</u>
3. <u>Balkorp Equip</u>		<u>Would not bid.</u>			
4. <u>John Deere Los Angeles</u>		<u>Would not respond</u>			

Quotes good through: _____

Reason for purchase:

Both quotes include set up and delivery to our
Shop.
This machine is sold under national purchasing powers
government contracts

Purchase or Repairs awarded to: _____

Telephone quotes – Purchases up to \$1000.00, including tax and freight.



JOHN DEERE

Quote Id: 18194932

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Kern Machinery, Inc.
45223 23rd Street West
Lancaster, CA 93536
661-948-8882
general@kminc.com

17 September 2018
3236 W Line St
Bishop, CA 93514

Steve,

Here is the initial quote for your mower. I will further clarify once I get delivery date information.

Warren Jablonski
661-948-8882
Kern Machinery, Inc.



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Kern Machinery, Inc.
45223 23rd Street West
Lancaster, CA 93536
661-948-8882
general@kminc.com

Quote Summary

Prepared For:

Inyo County Road Dept Constr
3236 W Line St
Bishop, CA 93514

Delivering Dealer:

Kern Machinery, Inc.
Warren Jablonski
45223 23rd Street West
Lancaster, CA 93536
Phone: 661-948-8882
wjablonski@kminc.com

Quote ID: 18194932

Created On: 17 September 2018

Last Modified On: 17 September 2018

Expiration Date: 30 November 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE R20 Flex Wing Rotary cutter	\$ 40,166.00	\$ 31,464.18 X	1 =	\$ 31,464.18
Contract: National Purchasing Partners-NPP Lawn & Landscape (PG 5S CG 70)				
Price Effective Date: September 17, 2018				
Equipment Total				\$ 31,464.18

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 31,464.18
Trade In	
SubTotal	\$ 31,464.18
Sales Tax - (7.75%)	\$ 2,438.47
CA Tire Fee	\$ 10.50
Est. Service Agreement Tax	\$ 0.00
Total	\$ 33,913.15
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 33,913.15

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 18194932 Customer Name: INYO COUNTY ROAD DEPT CONSTR

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Kern Machinery, Inc.
45223 23rd Street West
Lancaster, CA 93536
661-948-8882
general@kminc.com

JOHN DEERE R20 Flex Wing Rotary cutter

Contract: National Purchasing Partners-NPP Lawn & Landscape (PG 5S CG 70)

Suggested List *
\$ 40,166.00

Price Effective Date: September 17, 2018

Selling Price *
\$ 31,464.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2350P	R20 Flex Wing Rotary cutter	1	\$ 36,983.00	23.00	\$ 8,506.09	\$ 28,476.91	\$ 28,476.91
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	6 Pneumatic Tires - (double center, single on wings) - Severe Duty Ag Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3511	540 driveline - Cat 6	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3602	540 rpm - Commercial duty gearbox 125 hp	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball type hitch	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5280	Rigid casting tongue	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
9130	Independent Control Valve - 3 Function with Hoses and ROPS Mounting Bracket(For Separate Wing and Lift Control)	1	\$ 851.00	23.00	\$ 195.73	\$ 655.27	\$ 655.27
Standard Options Total			\$ 851.00		\$ 195.73	\$ 655.27	\$ 655.27
Other Charges							
	Freight	1	\$ 1,482.00			\$ 1,482.00	\$ 1,482.00
	Customer Setup	1	\$ 850.00			\$ 850.00	\$ 850.00
Other Charges Total			\$ 2,332.00			\$ 2,332.00	\$ 2,332.00
Suggested Price							\$ 31,464.18
Total Selling Price			\$ 40,166.00		\$ 8,701.82	\$ 31,464.18	\$ 31,464.18



JOHN DEERE

Equipment Details

Dealership: DALE SAVIDGE
 RENNER EQUIPMENT CO.
 402 West Bridge Street
 Yerington, NV 89447
 Phone: 7754632770

Date September 08, 2018

All amounts are displayed in USD

R20 Flex Wing Rotary cutter

Code	Description	Qty	List Price
2350P	R20 Flex Wing Rotary cutter Serial Number P00R20X000001 and above		\$36,983.00

Options

Required Items:

0202	United States	1	In Base Price
3602	540 rpm - Commercial duty gearbox 125 hp	1	No Added Cost
3511	540 driveline - Cat 6	1	In Configuration
5280	Rigid casting tongue	1	In Base Price
5120	Ball type hitch	1	In Base Price
3025	6 Pneumatic Tires - (double center, single on wings) - Severe Duty Ag Tires	1	In Base Price

Optional Items:

9120	Blade bolt and bushing kit Includes 6 bolts, 6 bushings and 6 nuts.	1	\$221.00
9130	Independent Control Valve - 3 Function with Hoses and ROPS Mounting Bracket(For Separate Wing and Lift Control) Can be used with either open or closed center hydraulics.	1	\$851.00

Configuration Total:
\$38,055.00

Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
R20 Flex Wing Rotary cutter	1	\$38,055.00	\$38,055.00

Delivered Price = 32,500⁰⁰



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: BOARD OF SUPERVISORS
By: Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Letter supporting Mr. Alan Bacock's appointment to director of the USEPA American Indian Environmental Office

DEPARTMENTAL RECOMMENDATION:

Request Board approve a letter endorsing Mr. Alan Bacock of Big Pine for presidential appointment to director of the U.S. Environmental Protection Agency American Indian Environmental Office, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Big Pine resident Alan Bacock is currently under consideration for appointment to the position of director of the U.S. Environmental Protection Agency American Indian Environmental Office in Washington, D.C. Mr. Bacock was recommended for the presidential appointment by Micheal Stoker, Regional Administrator for USEPA Region IX, who was recently appointed by the President to lead EPA operations in the Pacific Southwest.

The American Indian Environmental Office is a division of the USEPA's Office of International and Tribal Affairs and is charged with assisting the EPA with Tribal consultation, managing the largest grant available specifically to Tribes, and providing direction for stronger relations with Tribes.

Mr. Bacock currently serves as Water Program Coordinator for the Big Pine Paiute Tribe's Environmental Office. He has extensive knowledge of and experience in working on myriad environmental issues impacting the Big Pine Paiute Reservation, the Owens Valley, and state of California as a whole, and was an active participant in the process that resulted in the development of Inyo County's Tribal Consultation Policy. Mr. Bacock routinely engages with the Board of Supervisors on environmental and water-related issues and is a strong advocate for improved inter-governmental relations and resource protection.

His appointment to the USEPA American Indian Environmental Office would not only be a benefit to Tribes nationwide, but especially to those in rural areas like Inyo County.

Mr. Bacock has received endorsements for his appointment from local Tribes and all over the country, including from the Navajo Nation, which is the largest reservation in the U.S.

ALTERNATIVES: Our Board could decide to not send the letter. This is not recommended, as Mr. Bacock's appointment represents a rare opportunity for local representation at one of the highest levels of government.

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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</i> Approved: _____ Date _____

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

Mark Tillemans

Date: 11/8/18



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
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November 13, 2018

Jane Nishida
Acting Assistant Administrator
Environmental Protection Agency
Office of International and Tribal Affairs, Mail Code: 2610R
1200 Pennsylvania Ave., NW
Washington, DC 20460

RE: Appointment of Alan Bacock as American Indian Environmental Office Director

Dear Acting Assistant Administrator Nishida,

On behalf of the Inyo County Board of Supervisors, I write to express the Board's full support of the appointment of Mr. Alan Bacock to the position of director of the U.S. Environmental Protection Agency American Indian Environmental Office.

Mr. Bacock currently serves as Water Program Coordinator for the Big Pine Paiute Tribe's Environmental Office, and has extensive knowledge of and experience in working on myriad environmental issues impacting the Big Pine Paiute Reservation, the Owens Valley, the state of California, and the greater USEPA Region IX territory. He was recently an active participant in the process that resulted in the development of Inyo County's Tribal Consultation Policy. Mr. Bacock routinely engages with the Inyo County Board of Supervisors on environmental and water-related issues and is a strong advocate for improved inter-governmental relations and resource protection – locally, statewide, and on a national level.

At various times over the past several years, this Board has witnessed Mr. Bacock advocate for issues in a manner that is at once passionate and professional. He demonstrates time and again the ability to listen to opposing viewpoints and effectively communicate possible solutions, as well as the talent to bring diverse parties together in pursuit of common goals – whether they be improving relations, protecting the environment, or launching projects and programs to benefit and support the community. His honest, resolute approach and impressive leadership skills have earned him the trust and admiration of Tribal members and government officials alike.

Mr. Bacock would be an invaluable asset to the USEPA, the local, state, and federal governmental agencies with which it coordinates and interacts, and of course to Tribes nationwide. Just as important, Mr. Bacock's leadership could especially benefit Tribes in rural areas like Inyo County which desperately need a voice at the Federal level.

The Inyo County Board of Supervisors wholeheartedly supports the appointment of Mr. Alan Bacock to the position of Director of the U.S. Environmental Protection Agency American Indian Environmental Office.

Sincerely,

Dan Totheroh,
Chairperson,
Inyo County Board of Supervisors

cc: Paula Britton, Committee Chair, USEPA National Tribal Caucus
Michael Stoker, Regional Administrator, USEPA Region IX



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
Agenda Number:

21

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

FROM: Southern Inyo Hospital District

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Authorization of waive the invoice for the Southern Inyo Hospital District Measure J special election, held April 10, 2018.

DEPARTMENTAL RECOMMENDATION:

Request the Board waive the invoice for the Southern Inyo Hospital District Measure J special election, held on April 10, 2018 in the amount of \$12,621.00


CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Inyo County Elections Department conducted a special measure election on April 10, 2018 as per the written request of the Southern Inyo Hospital District. Because this election was consider a special election held prior to the primary June election, there were no other candidates of contests that were to be held in an overlapping district at that time, so the entire cost of the election was billed to the District. These services include printing Official Ballots, Sample Ballots, required legal publications, shipping and freight, postage, and stipends for one day for a central count precinct board. In an effort to keep costs as low as possible, the election was conducted entirely by mail. The invoice did not include staff time of the Inyo County Elections Department.

ALTERNATIVES:

- The Board can deny waiving the fee and the District will be required to pay the entire amount of the invoice
- The Board can reduce the invoice without waiving the entire fee

FINANCING: All costs for the election were paid from the funds available in the FY 2017-2018 elections budget (011000-5316). This revenue is not anticipated in FY2018-2019 and will not require any other budget adjustments.

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:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>10-22-18</u> 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: 10/22/18



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

22

FROM: Public Works Department

FOR THE BOARD MEETING OF: Nov. 13 2018

SUBJECT: Jail Fire Suppression Sprinklers Update

DEPARTMENTAL RECOMMENDATIONS:

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

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Administrator
County Counsel
Risk Management

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

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: N/A Date _____

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

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/7/18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: County Administrator-Office of Emergency Services

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Motion for Party Status of Inyo County, Registering as a Stakeholder in the Rulemaking Proceedings to Implement the Provisions of Senate Bill 901 (SB 901) Related to Investor Owned Utility-Wildfire Mitigation Plans

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the submittal of a "Motion for Party Status of the County of Inyo". Party Status registers the County of Inyo as a stakeholder to the California Public Utility Commission (CPUC) rulemaking proceedings to implement the provisions of SB 901, related to investor owned utility (IOU) wildfire mitigation plans.

SUMMARY DISCUSSION:

The California Public Utilities Commission (CPUC) has opened a new rulemaking proceeding to implement the provisions of SB 901 related to investor owned utility (IOU) wildfire mitigation plans. New provisions of the Public Utilities Code Section 8386, enacted as part of the SB 901, requires all California electric utilities to prepare and submit wildfire mitigation plans that describe the utilities' strategies to prevent, combat, and respond to wildfires affecting their service territories. These proceedings will focus on this requirement and provide guidance on the form and content of the initial IOU wildfire mitigation plans, provide a venue for review of the initial plans, and develop and refine the content of and process for review and implementation of wildfire mitigation plans to be filed in future years.

Under SB 901, the CPUC has identified Southern California Edison (SCE) as a Commission-jurisdictional electric corporation that is required to participate in these proceedings, and is required to develop a wildfire mitigation plan. SCE has previously identified to your Board several "High Fire Risk Areas" located in SCE's service region within the County of Inyo's jurisdictional Operational Area. Registering as a stakeholder in these proceedings provides the County with the opportunity to submit formal comments on the wildfire mitigation plan that will be submitted by SCE.

The CPUC's unique rulemaking process requires stakeholders become a party to the proceedings to be eligible for the submittal of formal comments. This is not a civil or criminal judicial legal proceeding, despite the similar terminology

ALTERNATIVES:


Your Board could choose not to submit a "Motion for Party Status" with the California Public Utilities Commission. This, however, would not be in the best interest of the County. Being identified as a stakeholder or "party" in these proceedings will give the County the ability to submit formal comments on SCE's initial wildfire mitigation plan and will contribute to the establishment of a process for review and implementation of wildfire mitigation plans to be filed in future years.

OTHER AGENCY INVOLVEMENT:

Cal Fire, California Energy Commission, State Air Resources Control Board, California Department of Fish and Wildlife, CSAC, California Native American Heritage Commission, Cal OES, BLM, USFS, League of Cities, California Department of Parks and Recreation.

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: <u>yes</u> Date <u>11/7/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
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: 11/7/18

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to
Implement Electric Utility Wildfire
Mitigation Plans
Pursuant to Senate Bill 901 (2018)

Rulemaking 18-10-007
(Filed October 25, 2018)

**MOTION FOR PARTY STATUS OF
THE COUNTY OF INYO**

November 13, 2018
Clint Quilter
Administrative Officer/Director of Emergency Services
County of Inyo
P.O. Drawer N
Independence, CA 93526
Tel: (760) 878-0292
E-mail: cquilter@inyocounty.us

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to
Implement Electric Utility Wildfire
Mitigation Plans
Pursuant to Senate Bill 901 (2018)

Rulemaking 18-10-007
(Filed October 25, 2018)

**MOTION FOR PARTY STATUS OF
THE COUNTY OF INYO**

I. Introduction

The County of Inyo respectfully moves for party status in this proceeding in accordance with Section 1.4 of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure.

II. Interest in this Proceeding Rulemaking 18-10-007

Southern California Edison has identified within their Inyo County service region, several “High Fire Risk Areas”. Inyo County has a vested interest in the wildfire mitigation plan that Southern California Edison will propose, which should define the utilities’ strategy to prevent, combat and respond to wildfires affecting their service within Inyo County. The County of Inyo would like to join this proceeding as a party in order to actively participate in this proceeding and submit comments.

III. Notice

Service of notices, orders, and other correspondence in this proceeding should be directed to the County of Inyo at the address set forth below:

Kelley Williams
County of Inyo
P.O. Drawer N
Independence, CA 93526
Tel: (760) 878-0120
E-mail: kwilliams@inyocounty.us

IV. Conclusion

The County of Inyo's participation in this proceeding will not prejudice any party and will not delay the schedule or broaden the scope of the issues in the proceeding. For the reasons stated above, the County of Inyo respectfully requests that the CPUC grant this Motion for Party Status filing.

Dated: November 13, 2018

Respectfully submitted,

Clint Quilter
County Administrator/Director of Emergency Services
County of Inyo
P.O. Drawer N
Independence, CA 93526
Tel: (760) 878-0292
E-mail: cquilter@inyocounty.us

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to
Implement Electric Utility Wildfire
Mitigation Plans
Pursuant to Senate Bill 901 (2018)

Rulemaking 18-10-007
(Filed October 25, 2018)

CERTIFICATE OF SERVICE

I hereby certify that I have on this date caused the attached **MOTION FOR PARTY STATUS OF THE COUNTY OF INYO** to be served pursuant to the CPUC's Rules of Practice and Procedure upon the official service list for **Rulemaking 18-10-007** obtained from the CPUC's website and attached hereto, by electronic mail (e-mail) to all persons with a valid e-mail address on the official service list and by U.S. Mail to all parties without a valid e-mail address on the official service list. I have also sent a hard copy by U.S. Mail to the Assigned Administrative Law Judge in this proceeding.

Executed: November 13, 2018 at Independence, California

Clint Quilter
County Administrator/Director of Emergency Services
County of Inyo
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Tel: (760) 878-0292
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Proceeding: R1810007 - OIR WILDFIRE MITIGAT
Filer: CPUC
List Name: LIST
Last changed: November 5, 2018

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Planning Department
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Phone: (760) 878-0263
 FAX: (760) 872-2712

E-Mail: inyoplanning@inyocounty.us

For Clerk's Use Only:
 AGENDA NUMBER
 24

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

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: November 13, 2018

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

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors: Approve Appeal No. 2018 02 (Marty Williams)

SUMMARY DISCUSSION: The applicant proposes to place 41 prefabricated, metal containers, for a commercial mini storage operation, on a parcel of land located at 2636 Gerkin Road, in the community of Wilkerson. The parcel currently has a developed parking lot and an abandoned convenience store.

The Applicant, Marty Williams, submitted an Appeal of the Planning Commission's denial of his CUP Application, on July 11, 2018. The appeal focused on several elements including:

- the service potentially provided by the storage units is needed in the community evidenced by the fact that he receives 2 to 3 phone calls daily requesting storage space, contrary to claims that there is sufficient storage opportunities in the area;
- a functioning business is preferable to the existing abandoned structure that attracts pests and is an eyesore to the community; and,
- the project application met all of the Inyo County Code requirements.

Staff reviewed the current zoning and General Plan designations on the property where the project is proposed (Highway Services and Tourist Commercial, C-2 and Retail Commercial, RC, respectively) and found that mini storage is allowed with a CUP upon approval from the Planning Commission. Planning staff recommended at the June 27th Planning Commission meeting that the CUP be approved based on compliance with the C2 zoning, RC General Plan designation and CEQA. Local residents attended the June 27th Planning Commission meeting and provided comments expressing a dislike of the project. The Planning Commission subsequently denied through a failed motion to approve the project.

On October 2, 2018, the Inyo County Board of Supervisors heard Appeal No. 2018-02 (Attachment 1) and directed staff to facilitate a meeting with the neighbors who live in the vicinity of the proposed project to negotiate conditions under which the project would be acceptable to the community. On Tuesday, October 16, 2018 the applicant and County Planning staff met with several members of the Wilkerson community to discuss the project. The meeting was held in the Executive Conference Room at the Bishop City Hall. Although they still oppose the project, the Wilkerson community members presented a list of recommended conditions and restraints for the project, should the Board approve the Appeal (Attachment 2). It should be noted that several conditions on the list are not applicable, as they would already be prohibited or not part of the scope of the

project. This CUP specifies 41 containers as part of the permitted project, so additional storage would require another permit (addressing Criterion "D"). Also, business activities, including yard sales, are already prohibited from operating out of storage containers (Criterion "L" & "O"). The applicant reviewed the list and submitted a revised site plan with an updated description of design elements that addressed the needs of the neighborhood (Attachment 3).

The applicant has *agreed to prohibit* the operation of generators and engines inside the units, rooftop storage, and any miscellaneous outside storage, as well as flammable or explosive materials beyond household applications (Criteria "F", "K", "I"). The applicant has also *added design elements*, requested by residents in the project vicinity, to make the project aesthetically more appealing. The applicant will install a new cedar fence along North Street; treat the corrugated tin on the storage facing, to create faux wooden shutters with river rock wainscoting, which will run the base of the containers facing the street; maintain landscaping by adding shrubs among the existing Arizona Cypress; have clearly posted contact information for on-site maintenance or emergencies; post *suggested* hours of operation as daylight business hours; and install a locked portable toilet to which only container renters will have keys. (Criterion "A", "C", "G", "J", "M", "N"). The applicant has not agreed to fence the *entire* lot (Criterion "A") as there is already a 6 foot cinder block wall along the western lot line, an existing 8 foot wall along the southern lot line, and a cedar fence planned for the northern lot line along North Street. The applicant believes this fencing is sufficient. The applicant *will not* install electronic gates at the entrances and exits, as he sees this as unnecessary (Criterion "B"). Also, the applicant *will* install minimal, motion detecting solar spotlights located along the street side of the largest storage structure (Criterion "H"). These will face out toward Gerkin Road and will not be visible to neighbors.

Finally, there were two requests from the community that are difficult at best to accommodate, for either the applicant or the County. Criterion "E" requests that the facility never be converted into another type of commercial enterprise without removal of all containers. This would be difficult to enforce from a land use standpoint and would require something similar to a reclamation plan. Criterion "P" requests added time for residents in the area to sell their properties if the permit is approved. This is a highly unusual request of the County for the issuance of a CUP and would effectively stop the applicant from moving forward with the project until properties are sold, which could be indefinite.

RECOMMENDED ACTIONS: Inyo County Code 18.48 the C2 zone, indicates that requiring a CUP is appropriate for Mr. Williams's proposed mini storage project; however, the residents of neighboring properties dislike the proposal. Conditional Use Permits are generally required for projects that are considered controversial, such as this one, so that the decision making body holds a public hearing to get comments from surrounding property owners. These comments are meant to assist decision makers beyond staff's recommendations based on the County Code, General Plan and CEQA evaluations. The applicant has made a good faith effort to address the valid concerns of Wilkerson residents by revising his project's plans, as the Board requested. Based on these factors, and that this project meets the spirit of the zoning code, General Plan and meets the requirements of CEQA, staff is recommending that the Board approve the Appeal that will result in the approval of CUP 2018-01/Silver Canyon Storage, with Findings and Conditions of Approval, including:

FINDINGS:

1. The proposed Conditional Use Permit is an Initial Study with Mitigated Negative Declaration under CEQA guidelines and the provisions of the California Environmental Quality Act have been satisfied.

[Evidence: Pursuant to 14 California Code Regulatory Sections 15000 et seq., the County has performed an Initial Study with a Mitigated Negative Declaration in order to "consult with other County departments, agencies, groups, and individuals, which may provide information and assistance to the Planning Department during this phase of environmental review" (Inyo County Code Section 15.28.030). This document contains the necessary "project description, evaluation of environmental impacts that may be conducted using an environmental checklist supported by

sufficient explanations, discussion of any potentially significant impacts and mitigation measures” (Inyo County Code Section 15.28.040).

2. The proposed Conditional Use Permit is consistent with the Inyo County General Plan Land Use Designation of Retail Commercial (RC).
[Evidence: The proposed project is consistent with the goals and policies of the General Plan’s Land Use Goal LU-3 to “provide commercial land uses that adequately serve the existing and anticipated future needs of the community and surrounding environs” (pg. 4-18). The General Plan designation is Retail Commercial, which “provides for retail and wholesale commercial uses, service uses, offices...and similar compatible uses” (pg. 4-18). The proposed storage units would provide a retail service for suburban consumers in the community.]
3. The proposed Conditional Use Permit is consistent with the Inyo County Zoning Ordinance, which permits “warehouses and storage facilities” as a conditional use.
[Evidence: Highway Services and Tourist Commercial; Section 18.48.030(G) allows for warehousing and storage facilities as a conditional use. The proposed project is therefore consistent with the C2 zoning designation for this property.]
4. The proposed Conditional Use Permit is necessary or desirable.
[Evidence: The proposed project would create a needed retail service to local residents, via a local business, that generates economic activity within the County. It is therefore a desirable use.]
5. The proposed Conditional Use Permit is properly related to other uses and transportation and service facilities in the vicinity.
[Evidence: The proposed conditional use permit is to make the current unused space compliant the County’s Zoning Code. The location is well situated relative to transportation facilities, such as US 395 and local County maintained roads. These facilities will not experience added capacity pressure due to the proposed project. Pre-existing driveway aprons, parking availability, and the modest size of the residential neighborhood will not create added impacts on transportation or service facilities in the vicinity.]
6. The proposed Conditional Use Permit would not under all the circumstances of this case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.
[The conditional use permit is being proposed to make the project compliant with the County’s Zoning Code. It will likely decrease the level of use from the previous business, since there are fewer daily visitors expected at the storage facility than the convenience store. This means fewer impacts from noise and traffic on the general public. In addition, the County has identified a septic tank to be decommissioned as an element of the proposed project. This will avoid impacts to soils, water, and other resources that could affect public health and welfare.]
7. Operating requirements necessitate the Conditional Use Permit for the site.
[Evidence: Use of the property for the purposes of the proposed project requires a conditional use permit per Inyo County Code Section 18.48.030. Therefore, the conditional use permit is necessary for the continued operations at the site.]

CONDITIONS OF APPROVAL

1. Hold Harmless

The applicant/developer shall defend, indemnify and hold harmless Inyo County agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or

employees to attack, set aside, void or annul an approval of the county, its advisory agencies, its appeals board, or legislative body concerning Conditional Use Permit No. 2018-01/ Silver Canyon Storage. The County reserves the right to prepare its own defense.

2. Compliance with County Code

The applicant/developer shall conform to all applicable provisions of Inyo County Code. If the use provided by this conditional use permit is not established within one year of the approval date it will become void.

3. Additional Building Requirements

The project will follow all building requirements as set by the Inyo County Building and Safety Department. The applicant will work with and get all necessary permits from the Building and Safety Department regarding all structures placed on the lot.

4. The applicant shall fully cover the storage facility with a façade as depicted in Attachment 3 of the 11/13/2018 Agenda Request Form and approved by Planning Staff prior to the final building permit.

5. The applicant shall prohibit storage of any materials on top of the storage containers.

6. The applicant shall provide landscaping as depicted in in Attachment 3 of the 11/13/2018 Agenda Request Form and approved by Planning Staff prior to the final building permit.

7. Any lighting shall be shielded and pointed in such a way that it does not affect surrounding properties.

8. The applicant shall prohibit the storage of any explosive or flammable materials beyond regular household applications.

9. The applicant shall provide clearly posted contact information for a Silver Canyon Storage representative to deal with any issues 24 hours a day, 7 days a week.

10. The applicant shall prohibit internal combustion engines operating on the property other than for property maintenance/landscaping.

11. Any additional businesses activities shall be prohibited from operating out of a storage unit or on the property.

12. Operating hours shall be 8:00AM to 5:00 PM.

13. Applicant shall provide portable toilets to renters - only that will be padlocked and keys assigned to renters.

14. Yard and garage sales shall be prohibited on the property.

ALTERNATIVES: The Board may consider the following alternatives:

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

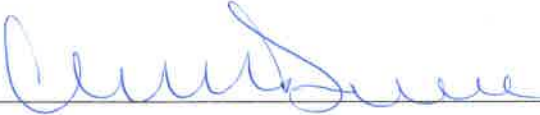
OTHER AGENCY INVOLVEMENT: N/A

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

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 _____ Date: 11/6/18

Attachments:

- (1) Appeal to Board of Supervisors (10-2-2018)
- (2) Community of Wilkerson, Request Page
- (3) Revised plans/designs



Planning Department
168 North Edwards Street
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Independence, California 93526

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FAX: (760) 872-2712

E-Mail: inyoplanning@inyocounty.us

For Clerk's Use Only:
AGENDA NUMBER

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

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: October 2, 2018

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

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors:

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

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

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

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

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

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

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

ALTERNATIVES: The Board may consider the following alternatives:

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

OTHER AGENCY INVOLVEMENT: N/A

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

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/20/18

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



Planning Department
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Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

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

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

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

EXECUTIVE SUMMARY

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

PROJECT INFORMATION

Supervisory District: 4

Project Applicant: Marty Williams

Site Address: 2636 Gerkin Road, Wilkerson, CA 93514

Community: Wilkerson, CA

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

General Plan: Retail Commercial (RC)

Zoning: Highway Services and Tourist Commercial (C2)

Size of Parcel: 0.5 acres

SURROUNDING LAND USE:

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

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

Alternatives:

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

Project Planner: Steve Karamitros

STAFF ANALYSIS

Background and Overview

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

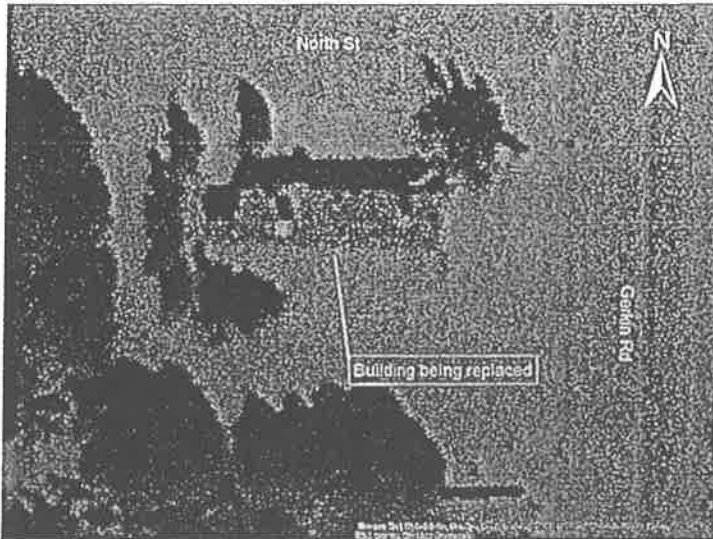
Although not a principal use for this zoning designation, the proposed project aligns with Inyo County Code Section 18.48.030-Conditional Uses-Highway Services and Tourist Commercial, which allows for "warehouses and storage facilities...if approved by the planning commission." This project falls under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

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

Site Location Map



Storage units will be placed at this location



General Plan Consistency

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

Zoning Ordinance Consistency

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

ENVIRONMENTAL REVIEW

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

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

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

TRIBAL CONSULTATION

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

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

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

RECOMMENDATION

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

FINDINGS:

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

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

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

CONDITIONS OF APPROVAL

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

Attachment 2:

Public Comments

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

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

Attachment 3:

Comments from Commissioners

The Commissioners added comments and questions following public hearing.

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

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

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

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

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

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

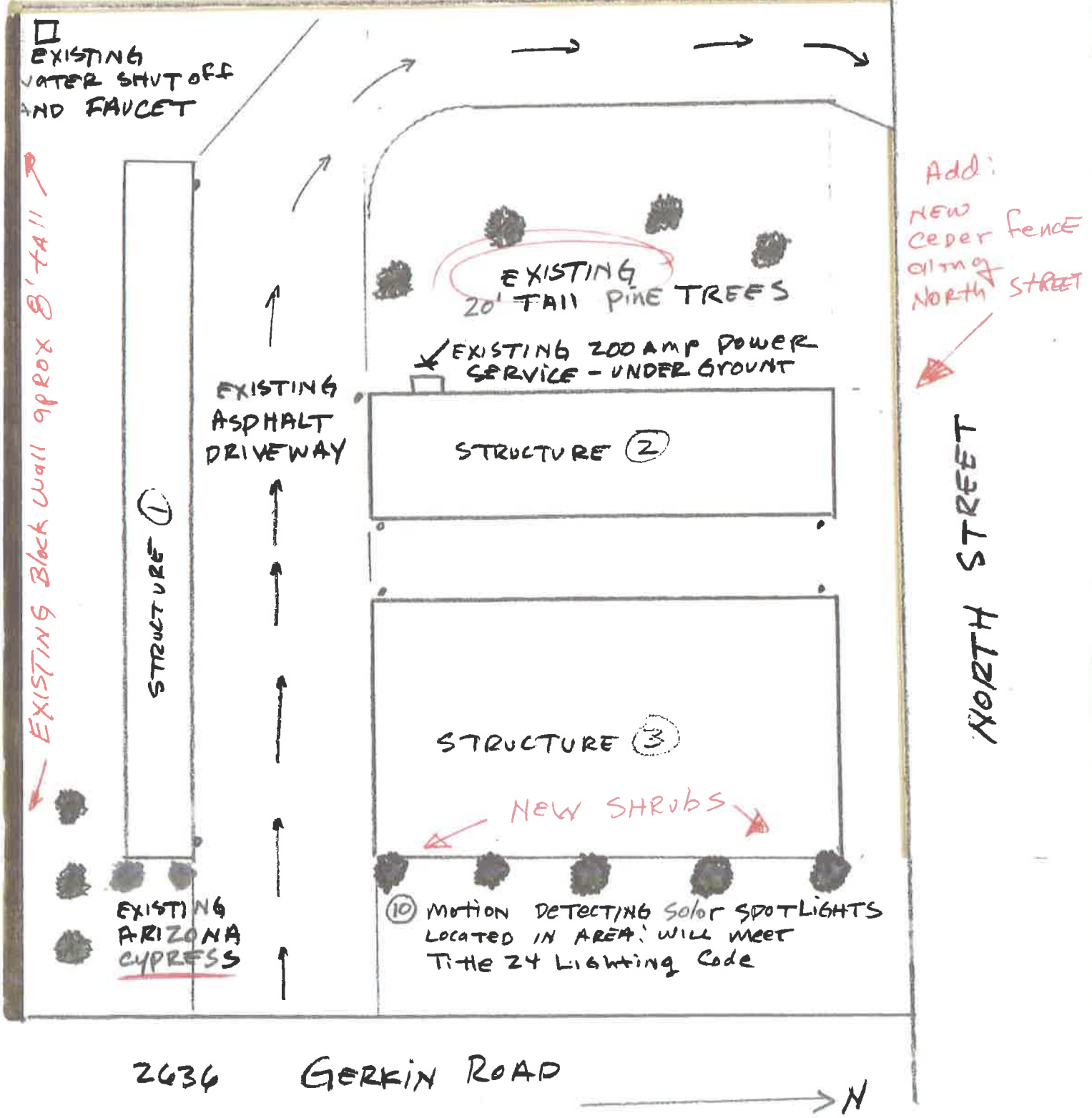
Commissioner Morley asked the applicant how many storage units were planned for the parcel and the applicant stated that 41 units were planned.

The residents of Wilkerson require the following conditions to be attached to the Conditional Use Permit should the permit be approved:

- A. Fully Fence the area with a substantial fence, cinder block or steel sheet piling, other type, no see through. Wilkerson to approve the fence type, height, placement and color.
- B. Electronic gates on both entrances
- C. Fully cover the shipping containers with a façade with type and color approved by Wilkerson to make the containers appear more aesthetically pleasing.
- D. No additional storage containers of any type will be added to the current 41 proposed.
- E. The storage facility may never be converted into any other type of commercial business unless all storage containers are removed completely.
- F. No storage of any materials, trailers etc. on top of the storage containers.
- G. Landscaping the area with a Wilkerson approved landscaping plan. Maintain the landscaping to ensure success.
- H. No lights at night.
- I. No flammable or explosive materials to be stored in the containers.
- J. Clearly posted telephone number for a Silver Canyon Storage representative to deal with any issues. This needs to be a phone answered 24 hours a day, 7 days a week.
- K. No internal combustion engines operating on the property other than for property maintenance/landscaping.
- L. No additional businesses shall be permitted to operate out of a container or on the property other than the storage facility business.
- M. Operating hours will be 8:00AM to 5:00 PM with a storage manager on site during those hours.
- N. Provide a permanent sanitary facility, no temporary toilets.
- O. No yard sales shall be conducted from the property
- P. Should the permit be approved allow residents an appropriate amount of time to sell their properties prior to work beginning on removal of the current structure or installation of any improvements.

Top View

NEW: 6' tall cedar fence: ALREADY INSTALLED



2636 GERKIN ROAD

N

SILVER CANYON STORAGE

2636 Gerkin Rd.

760-920-9592

NEW storage units,,matching in color,,brown or tan

ALL decals removed

FAUX finish on sides showing outward

RIVER ROCK wainscoting facing Gerkin Rd.

FENCE already installed on rear property line

FENCE on South side already existing,,aprox 8 ft tall

NEW fence to be installed on North St. side to partially block view from street

MINIMAL solar lights for security ,,title 14 compliant,not seen from area homes

POST suggested hours for business,, daylight only,,with phone number

ADD landscaping

NEW porta potty,,locked,,keys for tenants only,,hidden from view,,serviced regularly

NO::

Generators

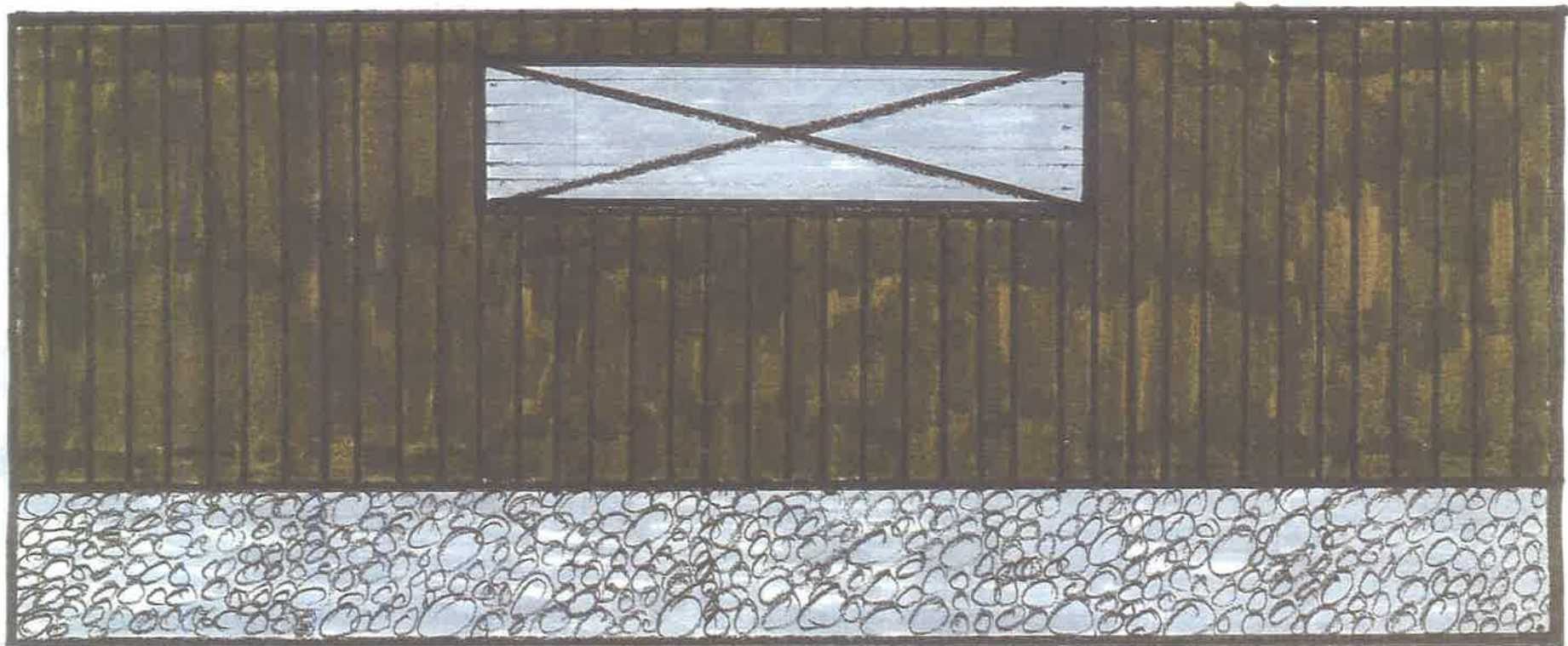
Roof top storage

Outside storage

BUSINESS to be operated out of container unit,,can be storage for business products

SIDE VIEW

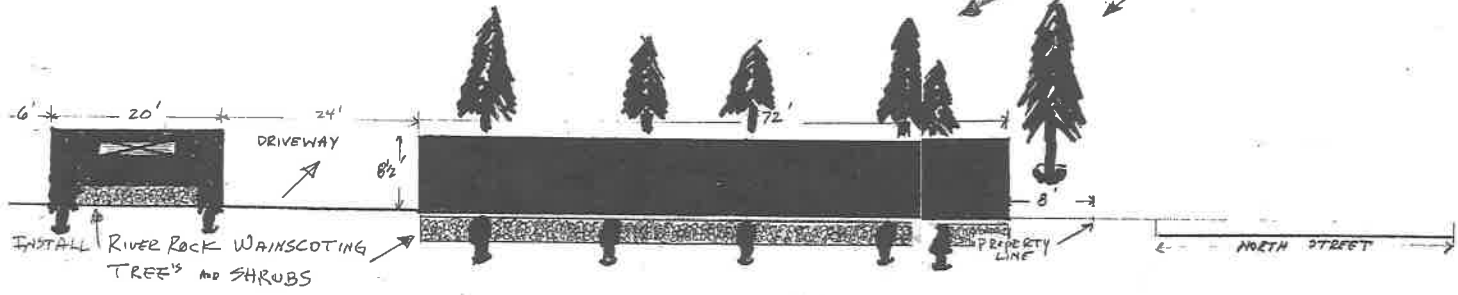
CORRUGATED TIN
FAUX SHUTTERS 2x8



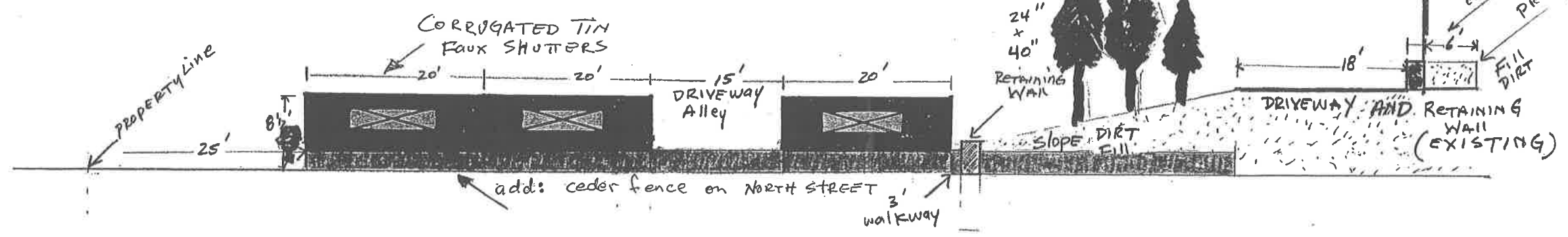
RIVER ROCK
WAINSCOTING

2036 GERKIN ROAD
Looking West
from
GERKIN ROAD

EXISTING PINE TREES
20' TALL



2636 GERKIN ROAD
Looking FROM
NORTH to South
from
NORTH STREET



NEW: 6' tall
cedar fence
- Blocks VIEW -
from BATCHELDER'S
home
ALREADY INSTALLED



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: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: November 13, 2018

SUBJECT: Commercial Cannabis Business Permitting Workshop

DEPARTMENTAL RECOMMENDATION:

Request your Board conduct a workshop to discuss and provide direction to staff on several aspects of Inyo County's Commercial Cannabis Permitting Program in anticipation of forthcoming license issuance.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The first group of commercial cannabis business license applications that were received during the initial application period are nearly ready to bring to your Board for consideration. In order to ensure that the license issuance process moves forward efficiently, some outstanding issues related to the application scoring process need to be considered. These issues include the weighting of scoring criteria and the 80% minimum score requirement.

Weighting of Scoring Criteria

Your board has the option of adjusting the results of the application scoring process that has already completed by staff pursuant to Inyo County Code Section 5.40.090(I). Previous conversations with your board considered, as part of a double-blind scoring process, the opportunity for your board to adjust the weighting applied to each of the six scoring criteria sections. The six sections are the security plan, operations plan, cultivation plan, community impact measures, environmental considerations, and community benefit plan. As previously presented to your Board, each section was initially weighted by the cannabis committee as each section was given a different total point value. For example, the security plan section has a total point value of 180 points (six questions worth 30 points each), while the community benefit plan has a total point value of 380 points (three questions, one worth 180 points and two worth 60 points). Below is the percentage weighting of each section.

Cultivation Permits

Non-Cultivation Permits

Section	Point Value	Percentage	Section	Point Value	Percentage
Security Plan	180	11%	Security Plan	180	13%
Operations Plan	270	17%	Operations Plan	270	20%
Cultivation Plan	210	13%			
Community Impact Mitigation	180	11%	Community Impact Mitigation	180	13%
Environmental Considerations	360	23%	Environmental Considerations	360	26%
Community Benefit Plan	380	24%	Community Benefit Plan	380	28%

80% Minimum Score Requirement

Inyo County Code Section 5.40.090(H) requires that a cannabis application receive a minimum score of 80% in order for a permit to be issued. If your board chooses to adjust the existing weighting of scoring criteria, such adjustments will be made to all of the applications, as weighting adjustments could increase or decrease individual scores above or below the 80% minimum. Depending upon the potential weighting adjustments, there is a possibility that some or even all of the applications that are currently rated above 80% could score less than 80% and result in few or no permits meeting the minimum requirement for issuance. If no weighting adjustments are made, staff will recommend that applications meeting the 80% minimum score requirement be accepted and those falling below 80% be rejected by your board.

Staff recommends that your board not apply additional weighting to scoring, and instead use the weighting that is already applied through the scoring system. The scoring criteria were presented to your board at a previous meeting and there were no concerns noted at that time. Applying additional scoring at the end of the ranking process could complicate the issuance process, requiring multiple meetings for each group of permits, and potentially lowering existing scores and reducing the number of viable candidates.


ALTERNATIVES:


Your board could choose to ignore the concerns outlined and move forward without providing direction to staff. This could result in a more complicated license issuance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This item has no financial impact to the county outside of staff time.

<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>11/06/2018</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 11-7-18