

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

February 20, 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, Inyo County Superior Court Case No. SICVCV 18-61899**
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**

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

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Elsy Avalos, Integrated Caseworker I, HHS; Knight Porter, Network and Operations Analyst, Information Services; and Gilbert Conde, Heavy Equipment Mechanic, and Laura Yarnall, Office Technician, Public Works.

CONSENT AGENDA (Approval recommended by the County Administrator)

AG COMMISSIONER

8. **Owens Valley Mosquito Abatement Program** – Request Board: A) award a bid in the amount of \$17,886.68 to Chaparral Motorsports of San Bernardino, CA for the purchase of two (2) 2018 Polaris Sportsman 570 EPS ATVs; and B) authorize a purchase order to Chaparral Motorsports in an amount not to exceed \$17,866.68 for two (2) 2018 Polaris Sportsman 570

EPS ATVs.

COUNTY ADMINISTRATOR

9. **Advertising County Resources** – Request Board approve the following final payments from the 2016-17 Advertising County Resources Budget to the Lone Pine Museum of Western Film History: \$621 for transportation during the 2017 Lone Pine Film Festival and \$250 for the Movie Tours during the film festival.
10. **Information Services** – Request Board approve a mail metering system rental and service lease agreement with Pitney Bowes for postage metering unit (includes primary and backup equipment located in Independence) in an amount not to exceed \$39,450 over a period of 60 months from the date of the Agreement (approximately \$685 per month), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

11. Request Board approve Amendment No. 1 to the contract between Inyo County Health and Human Services Behavioral Health and Anne Sippi Treatment Group for residential placement of adults in a locked facility, in an additional amount of \$30,000 for a total amount not to exceed \$65,000 for the period of July 1, 2017 through June 30, 2018, and authorize the Chairperson to sign.

PLANNING

12. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Cathreen Richards, Inyo County Planning Director, to Execute Agreements with the California Department of Transportation for the County of Inyo for the Olancho Cartago Corridor Study," and authorize the Chairperson to sign.

PUBLIC WORKS

13. **Road Department** – Request Board approve the removal of two large elm trees on the County right-of-way commonly known as Lily Alley, at the residence of 137 East Pavilion Street, Independence, CA.

SHERIFF

14. Request Board: A) declare Adamson Police Products of Los Alamitos, CA a sole-source provider of less-lethal and pepper ball supplies; B) authorize a purchase order to Adamson Police Products in the amount of \$8,338 for less-lethal supplies; and C) authorize a purchase order to Adamson Police Products in the amount of \$4,328 for pepper ball supplies, contingent on the Board's approval of future budgets.
15. Request Board approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

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

16. **CLERK-RECORDER – Supervisor Kingsley** – Request Board: A) take a SUPPORT position on AB 1915 (Mathis), a bill that would exclude mining claim forms from the definition of "real estate instrument, paper, or notice" as specified within the Building Homes and Jobs Act of 2017, pursuant to the Inyo County Legislative Platform; and B) review draft correspondence regarding AB 1915 and authorize the Chairperson to sign.
17. **AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR – Personnel** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I exists in the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one (1) Office Technician I, at Range 55 (\$3,150 - \$3,830).

18. **CHILD SUPPORT** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Child Support Officer I/II exists in the non-General Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; B) whereas internal candidates meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I at Range 57 (\$3,232 - \$4,027) or Child Support Officer II at Range 60 (\$3,471 - \$4,216), depending upon qualifications.
19. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Public Safety Dispatcher I exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one (1) Public Safety Dispatcher I at Range 55 (\$3,150 - \$3,830).
20. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between the County of Inyo and Nicholas Dogris, Ph.D. for neuro-therapy treatment services for a total amount not to exceed \$50,000 for the period of February 1, 2018 to June 30, 2019 (estimated to be \$25,000 for remainder of Fiscal Year 2017-2018 and \$25,000 for Fiscal Year 2018-2019), pending the Board’s adoption of the Fiscal Year 2017-2018 Midyear Budget and future budgets, and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement.
21. **HEALTH AND HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed \$88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of \$385,101 for the period of July 1, 2016 through June 30, 2020.
22. **WATER DEPARTMENT** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for six (6) Seasonal Field Assistants exists, as certified by the Water Director and concurred with by the County Administrator and Auditor-Controller; B) whereas internal candidates meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of six (6) Seasonal Field Assistant I’s at Range 050PT (\$15.25 - \$18.07), June 4, 2017 through August 31, 2017, contingent upon the Board’s adoption of the Fiscal Year 2018-2019 Budget.
23. **PLANNING** – Request Board review and discuss a comment letter from the Planning and Public Works departments regarding the Environmental Assessment for the Bishop Paiute Development Corporation’s proposed construction of a gas station and convenience store, and authorize transmittal with the Chairperson’s signature.
24. **COUNTY ADMINISTRATOR – Recycling and Waste Management** – Request Board: A) find that, consistent with the adopted Authorized Position Review Policy, the availability of funding for one (1) Equipment Operator I-II position exists in the Recycling and Waste Management Budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) authorize the internal recruitment of one (1) full-time Equipment Operator I-II, Range 58 (\$3,376 - \$4,108) to Range 60 (\$3,541 - \$4,301), depending on qualifications; and C) authorize the recruitment and filling of the vacancy resulting from the internal recruitment.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while

considering how to address the ongoing hydrologic issues in West Bishop.

28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
29. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
30. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of February 6, 2018.

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

- 11 a.m. 31. **PLANNING** – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.73 Short-Term Rental of Residential Property to the Inyo County Code.”

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.

CORRESPONDENCE – ACTION

32. **Inyo County Superintendent of Schools** – Request Board order the consolidation of the Inyo County Board of Education election for trustee areas 1, 3, and 5 with the June 5, 2018 Direct Primary Election.

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

33. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Agriculture – Owens Valley Mosquito Abatement Program

FOR THE BOARD MEETING: February 20, 2018

SUBJECT: Purchase of two (2) All-Terrain Vehicles (ATV's) by Owens Valley Mosquito Abatement Program (OVMAP)

DEPARTMENTAL RECOMMENDATION:

Request Board A) award a bid in the amount of \$17,886.68 to Chaparral Motorsports of San Bernardino, CA for the purchase of two (2) 2018 Polaris Sportsman 570 EPS ATV's and B) approve the purchase of two (2) 2018 Polaris Sportsman 570 EPS ATV's from Chaparral Motorsports by the OVMAP in an amount not to exceed \$17,886.68.

SUMMARY DISCUSSION:

The OVMAP uses ATV's to access, monitor, and treat mosquito breeding sources. OVMAP policy is to cyclically replace older ATV's to ensure fleet reliability and minimize maintenance costs.

Owens Valley Mosquito Abatement Program received the following bids:

1. Chaparral Motorsports of San Bernardino, CA: \$17,886.68
2. Corona Motorsports of Corona, CA: \$18,189.47

ALTERNATIVES:

The Board could not approve this request. Doing so could limit the scope of mosquito abatement treatments with the potential of putting public health at risk and preventing the OVMAP from fulfilling contracts with State and local/other agencies.


OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The cost of this purchase is \$17,886.68. Sufficient funds for this purchase exist in the OVMAP budget unit 154101, expense object code 5650 (Equipment). The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund. This expenditure was outlined in the requested OVMAP Fiscal Year 2017-2018 budget previously approved by the Board.

APPROVALS

| | |
|---------------------|---|
| BUDGET OFFICER: | BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____ |
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>1/29/2018</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1-31-18

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

COUNTY OF INYO BID TABULATION

Project Title & Bid No. OVMAP-ATV units Bid No. 2017-08

Bid Opening Date: 01/18/18 Location: Administration

| | <i>BIDDER NAME</i> | <i>Bid Amount A</i> | <i>Bid Amount B</i> | <i>Bid Amount C</i> | <i>Bond</i> |
|-----|-----------------------|-------------------------|-------------------------|-------------------------|-------------|
| 1. | Corona Motorsports | 18,189.47 | | | |
| 2. | Chaparral Motorsports | 17,886.68 | | | |
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Opened By: Darcy Ellis

Present: Emma Bills





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 9

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: Feb. 20, 2018

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Payments to the Lone Pine Museum of Western Film History for successfully completing two 2017 Community Project Sponsorship Projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2016-17 Advertising County Resources Budget, 011400, to the Lone Pine Museum of Western Film History for \$621 for transportation (buses) during the 2017 Lone Pine Film Festival and for \$250 for the Movie Tours during the film festival (Object Code 5511).

SUMMARY DISCUSSION: The Lone Pine Museum of Western Film History was awarded a FY 2016-17 Competitive Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$2,484 to help sponsor the bus transportation during the 2017 Lone Pine Film Festival. The museum has received 75 percent of the grant funding, and has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$621. The museum also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Museum of Western Film History was awarded a FY 2016-17 Competitive Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$1,000 to help sponsor the Movie Tours that are a popular component of the 2017 Lone Pine Film Festival. The museum has received 75 percent of the grant funding, and has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$250. The museum also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants were initially included in the FY 2016-17 ACR budget, and since the contracts run for the 2017 calendar year, these final payments were encumbered and have been budgeted in the FY 2017-18 Advertising County Resources Budget (011400) in the various Object Codes noted in the Departmental Recommendation.

APPROVALS

| | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>1/31/2018</u> Date <u>yes</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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

[Handwritten Signature] (For Rich Benson) Date: 1-30-18



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

Mail Reimbursement Request To:
County of Inyo
Community Project Sponsorship Program
P. O. Drawer N
Independence, CA 93526

Total Requested \$ 2,484.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Museum of Western Film History

Project Name Transportation - Lone Pine Film Festival

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)

| INVOICE DATE | VENDOR NAME | DESCRIPTION OF SERVICES RENDERED | INVOICE AMOUNT |
|--------------|------------------------|----------------------------------|----------------|
| October 2017 | Eastern Sierra Shuttle | Bus Services | \$ 5,491.12 |
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Invoice Total \$ 5,491.12
Total Reimbursement requested (if different) \$ 2,484.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed 10/12/2017

Final Report to the Board of Supervisors
Oral Report Report of Eligible Staff Costs
Written Report

Documentation of All Eligible Expenses

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

Robert Sigman Digitally signed by Robert Sigman
Date: 2018.01.08 18:48:22 -05'00' Director 1/08/2018
Signature of Representative Title Date

THANK YOU!

Linda Kimball
for your generous
QUILT
donations:



'Abilele' and
*'American
Icon'* for our
fundraising raffles

BIG PINE, BISHOP, DEATH VALLEY, INDEPENDENCE, & LONE PINE

INYO COUNTY



Inyo County is a land of magnificent natural diversity.

Mount Whitney is the highest peak in the lower 48 states. Death Valley is the lowest point in the U.S., and the Great Basin bristlecone pines are the oldest life forms in the world. Beyond this, experts agree that Inyo County has excellent trout fishing, hiking in the Sierra, and magnificent vistas. In addition Inyo County offers the best alpine climbing, spring backcountry skiing, hang gliding, horsepacking and mountain biking in the world!

The County offers a full spectrum of adventure and involvement from the absolute stillness and peace of the desert, through the meadows blanketed with wildflowers, over the rushing mountain streams of the forest, to the wind whipped granite peaks. There is nowhere one can turn without seeing Nature's striking beauty. One can experience this unforgettable grandeur from the comfort of one's car, on foot or on horseback.

The granite peaks of the High Sierra have been sculpted by glaciers, wind and weather into some of Nature's most glorious works of art. The John Muir Wilderness has remained virtually unchanged for thousands of years. Our county is dotted with historic towns providing professional services and the equipment one will need for one's excursions, whether it's backpacking, fishing, horsepacking, skiing, climbing, biking, photography, or just sightseeing.



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

Mail Reimbursement Request To:

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

Total Requested \$ 1,000.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Museum of Western Film History

Project Name Tour Development Alabama Hills

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)

| INVOICE DATE | VENDOR NAME | DESCRIPTION OF SERVICES RENDERED | INVOICE AMOUNT |
|--------------|---------------|--|----------------|
| July 2017 | Camera | Photograph & Video Documentation | \$ 329.00 |
| August 2017 | Alex Printing | Printing of Tour Guides | \$ 628.78 |
| October 2017 | Best Western | Invoice for Kelsen room - tour development | \$ 1,282.32 |
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Invoice Total \$ 2,240.10
Total Reimbursement requested (if different) \$ 1,000.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed October 2017

Final Report to the Board of Supervisors
Oral Report Report of Eligible Staff Costs
Written Report

Documentation of All Eligible Expenses

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

Robert Sigman Digitally signed by Robert Sigman
Date: 2018.01.08 14:10:30 -05'00' Director 12/31/2017
Signature of Representative Title Date

ON SALE NOW!

FESTIVAL

SEP 6 - 8, 2017



HOW WESTERNS SHAPED AMERICAN EXPERIENCE

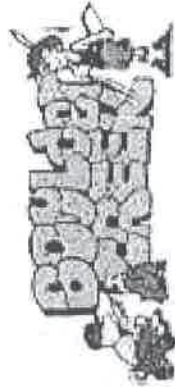
AGENT RUTLEDGE ... THE CHEYENNE NEVADA ... MORE SCREENINGS!
PANEL DISCUSSIONS ... BOOK SIGNINGS
WEEKEND CAMPFIRE & MORE!

76 9103

Festival.org

THANKS TO ALL!

American Western film and the spirit of the American cowboy possible without the tremendous support of our sponsors



Poets & Writers
California Writers Exchange



TOTEM CAFE
KERRY POWELL
FESTIVAL FOUNDER

R&S Beverage Co.
COMMUNITY PRINTING

RIO TINTO MINERALS
20 MULE TEAM

ALTA ONE FEDERAL CREDIT UNION
Bishop & Lone Pine Veterinary Clinic
Carl's Jr.
Eastern Sierra Propane
EASTERN SIERRA SHUTTLE SERVICE

Eastern Sierra Wholesalers
Linda & Diamond Farmsworth
Kathie Freeman & Sharon McBride
Frosty Chalet
INDIAN WELLS BREWING COMPANY

LISA & WYATT MCCOY
LONE PINE FEED & GARDEN SUPPLIES
McGee Creek Pack & Saddle
Merry Go Round Restorations
Mulle's TOWING

SPECIAL THANKS!

Bureau of Land Management • California Department of Transportation • California Highway Patrol
Inyo County board of Supervisors and Employees • Inyo County Sheriff's Department • Linda Kimball
Lone Pine Film Festival Volunteers • Lone Pine Lions Club • Lone Pine Volunteer Fire Department • Los Angeles County Fire Department



**AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO**

*For Clerk's Use
Only:
AGENDA NUMBER*

10

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Pitney Bowes Postage Machine Rental and Service Agreement

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a mail metering system rental and service lease agreement with Pitney Bowes for postage metering unit (includes primary and backup equipment located in Independence) in an amount not to exceed \$39,450 over a period of 60 months from the date of the Agreement (approximately \$658 per month) contingent on approval of future budgets and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County currently is under agreement with Pitney Bowes, which will expire February 4, 2018. Pitney Bowes equipment is used to meter and stamp more than 120,000 pieces of County generated mail annually out of the Independence Central Services office. The rental agreement includes equipment and software maintenance.

Pitney Bowes is the sole provider/vender for this much-needed service in our area; therefore, we are requesting to enter a new lease agreement with Pitney-Bowes to continue service.

ALTERNATIVES:

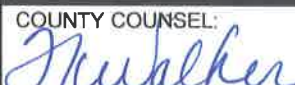

Your Board could choose to evaluate mail-processing options at the expiration of the current agreement in which case postage amounts will continue to be calculated manually, as necessary. The alternative is not recommended because it is less efficient, error-prone and more costly than the recommendation.

OTHER AGENCY INVOLVEMENT:

All County departments are affected.

FINANCING:

The cost of the equipment rental and services is in the requested FY 2017/2018 Information Services budgets. Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

| 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>2/1/18</u> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/5/18</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: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/5/18



NASPO ValuePoint FMV Lease Agreement (Option C)

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|
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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

COUNTY OF INYO

Tax ID # (FEIN/TIN)

956005445

Sold-To: Address

168 S Edwards St, Independence, CA, 93526, US

Sold-To: Contact Name

DAN TOTHEROH

Sold-To: Contact Phone #

(760) 878-0373

Sold-To: Account #

0017162076

Bill-To: Address

PO Box 477, Independence, CA, 93526-0477, US

Bill-To: Contact Name

SHEILA WARD

Bill-To: Contact Phone #

(760) 878-0398

Bill-To: Account #

0017162075

Bill-To: Email

sward@inyocounty.us

Ship-To: Address

168 S Edwards St, Independence, CA, 93526, US

Ship-To: Contact Name

SHEILA WARD

Ship-To: Contact Phone #

(760) 878-0398

Ship-To: Account #

0017162076

PO #

Your Business Needs

| Qty | Item | Business Solution Description |
|-----|----------------|--|
| 1 | SENDPROCSERIES | SENDPRO C200, C300, C400 |
| 1 | 1E35 | 4" White Label Printer w/lifter base |
| 1 | 1FXA | 1FXA DM Series INVIEW Dashboard |
| 1 | 1H00 | CSD Commercial PSD |
| 1 | 2H00 | C Series Base |
| 1 | APAC | Connect+ Accounting Weight Break Reports |
| 1 | APB3 | COST ACCOUNTING DEVICES (100) |
| 1 | APBC | COST ACCOUNTING ENABLER C SERIES |
| 1 | APKN | ACCOUNT LIST IMPORT/EXPORT |
| 1 | C300 | SENDPRO C300 |
| 1 | CAAC | Cost Accounting Gold plan |
| 1 | DM3RKL | RETURN KIT FOR DM300 - LARGE |
| 1 | F901 | Basic Installation and Training |
| 1 | HZ80001 | SendPro C Series Drop Stacker |

| | | |
|---|----------------|---|
| 1 | MP81 | C Series Integrated Scale |
| 1 | NV50 | NV50 INVIEW Dashboard 1 unit DM125/DM225 |
| 1 | NV90 | NV90 - INVIEW Subscription |
| 1 | NV90KIT | Inview Welcome Kit |
| 1 | NV99 | INVIEW MMS Base Software |
| 1 | NV99KIT | Inview Welcome Kit |
| 1 | PTJ1 | Postal Shipping |
| 1 | PTJA | SendPro Basic 1 User |
| 1 | PTJN | SINGLE USER ACCESS |
| 1 | PTK1 | WEB BROWSER INTEGRATION |
| 1 | PTK2 | CSD2 Integration |
| 1 | SJS3 | C300 SOFTGUARD |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SENDPRO C200, C300, C400) |
| 1 | ZH24 | MANUAL WEIGHT ENTRY |
| 1 | ZH26 | HZ02 50 LPM SPEED |
| 1 | ZHC3 | SENDPRO C300 BASE SYSTEM IDENTIFIER |
| 1 | ZHD5 | USPS RATES WITH METERED LETTER |
| 1 | ZHWM | 10 LBS. / 5 KG WEIGHING OPTION FOR MP81 |
| 1 | SENDPROPSERIES | SendPro P Series |
| 1 | 1FS1 | USPS Special Services Software |
| 1 | 1FW6 | 30 lb Interface Weigh w/External Display |
| 1 | 4W00 | Connect+ /SendPro P Series Meter |
| 1 | APA2 | 100 Dept Analytics |
| 1 | APKE | SendPro P Receiving Feature |
| 1 | APKF | SendPro P Shipping Feature |
| 1 | APSF | Connect+ 180/115 LPM Speed |
| 1 | AZBB | SendPro P2000 Series |
| 1 | AZBE | SendPro P Series Mono Print Module |

| | | |
|---|---------|---|
| 1 | M9SS | Mailstream Intellilink Services |
| 1 | MP30 | 15/30 lb Weighing Platform |
| 1 | MSD1 | 10" Color Touch Display |
| 1 | MW90007 | SendPro P Series Drop Stacker |
| 1 | N199 | Scale Stand |
| 1 | PTJ1 | Postal Shipping |
| 1 | PTJN | SINGLE USER ACCESS |
| 1 | PTJR | 50 User Access with Hardware or Meter |
| 1 | PTK1 | WEB BROWSER INTEGRATION |
| 1 | PTK3 | Connect+ Meter Integration |
| 1 | SJM2 | SoftGuard for SendPro P2000 |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro P Series) |
| 1 | T6CS | Receiving - Standard |

Your Payment Plan

| | | |
|--------------------------------|--------------------------------|-----------------------------|
| Initial Term: 60 months | Initial Payment Amount: | |
| Number of Months | Monthly Amount | Billed Quarterly at* |
| 60 | \$ 657.48 | \$ 1,972.44 |

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-168897; 7-17-70-41-03
 State/Entity's Contract # _____

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

Mike Wolf

mike.wolf@pb.com

Account Rep Name

Email Address



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER 11 |
|---|

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Approval of Amendment Number One (1) to the Contract between the County of Inyo and Anne Sippi Treatment Group.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number One (1) to the contract between Inyo County Health and Human Services Behavioral Health and Anne Sippi Treatment Group (for residential placement for adults in a locked facility) in an additional amount of \$30,000.00 for a total amount not to exceed \$65,000.00 for the period of July 1, 2017 through June 30, 2018, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is necessary to accommodate the ongoing placement at Anne Sippi of one adult who has been placed on LPS Conservatorship. Inyo County has a good working relationship with this facility and monitors the care of conserved adults carefully. We place persons in the least restrictive environment and try to move persons safely to a lower level as soon as possible. To date during this fiscal year we have had only 2 persons total placed under LPS Conservatorship with one placed at Anne Sippi.

ALTERNATIVES:

Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this placement option for LPS conserved adults. This would result in limited placement options, which might eventually necessitate placement in the State Hospital at great expense to the County.


OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

100% Mental Health Realignment Funds (clients partially reimburse with SSI payments). This expense is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS

| | |
|---|--|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) <p style="text-align: right;">YES Approved: 1/26/18 Date:</p> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <p style="text-align: right;">yes Approved: 1/31/2018 Date:</p> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  <p style="text-align: right;">Approved: 2/2/18 Date:</p> |

DEPARTMENT HEAD SIGNATURE:  Date: 2/2/18
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 (one) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Anne Sippi Treatment Group
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Anne Sippi Treatment Group, of Bakersfield, Ca (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated 6/9/2017, on County of Inyo Standard Contract No. 157, for the term from July 1, 2017 to June 30, 2018.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3, Part D of the Contract to read:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$65,000 (Sixty-Five Thousand 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.

The effective date of this Amendment to the Agreement is 2/12/2018.

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

AMENDMENT NUMBER 1 (One) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Anne Sippi Treatment Group
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

16TH IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF JANUARY, 2018.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

Nick Jamian COO
Type or Print

Dated: 1-16-18

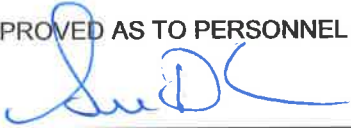
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--|
| For Clerk's Use Only: AGENDA NUMBER 12 |
|--|

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Caltrans Sustainable Transportation Planning Grant

RECOMMENDATION: Request the Board of Supervisors review and adopt a Resolution authorizing Cathreen Richards, Inyo County Planning Director, to execute agreements with the California Department of Transportation for the County of Inyo for the Caltrans Sustainable Transportation Planning Grant awarded December 15, 2017.

SUMMARY DISCUSSION: On December 15, 2017, Inyo County was awarded a Sustainable Transportation Planning Grant from the California Department of Transportation in the amount of \$236,000 for the preparation of a corridor study, along U.S. 395, near the communities of Olancho and Cartago. The grant requires an 11.5% local match, which will be met through staff time, so no hard-cash match from Inyo LTC is expected at this time. County staff time spent on the project is reimbursed up to 88.5% through the grant. As a condition of Grant Acceptance, the Inyo County Board of Supervisors is required to adopt a resolution designating staff to execute agreements with Caltrans.

Staff is considering the preparation of a transportation corridor plan, for the communities of Olancho and Cartago, roughly the same span of U.S. 395 that will be bypassed with Caltrans' proposed four-lane project. The Caltrans Sustainable Transportation Planning Grant provides an opportunity to work on concepts for the Olancho-Cartago highway corridor.

ALTERNATIVES: The Board could direct staff to make changes to the resolution. The Board could also choose to not adopt the resolution; this is not recommended, since the grant awarded by Caltrans requires such a resolution from the local governing body in order to receive grant funds.

OTHER AGENCY INVOLVEMENT: None immediately; potential participants in the Olancho Cartago Corridor Study include other County Departments, Caltrans, the Lone Pine Paiute Tribe and other tribal entities, the City of Los Angeles Department of Water and Power, the BLM, the local community and interested stakeholders, among others.

FINANCING: Work on the Olancho Cartago Corridor Study will be funded through the Caltrans Sustainable Communities Grant, once the Conditions of Grant Acceptance (including this Board resolution) have been met and the final grant contract executed. Staff time is providing funding for the grant match.

APPROVALS

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: 2/8/18

Attachment – Board of Supervisors Resolution Authorizing Cathreen Richards, Inyo County Planning Director, to execute agreements with Caltrans for the Caltrans Sustainable Transportation Planning Grant.

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING CATHREEN RICHARDS, INYO COUNTY
PLANNING DIRECTOR, TO EXECUTE AGREEMENTS WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE COUNTY OF INYO FOR THE
OLANCHA CARTAGO CORRIDOR STUDY.**

WHEREAS, the Board of Supervisors for the County of Inyo is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the County of Inyo wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, that the Planning Director, or her designee, is authorized to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED THIS 20th DAY OF February, 2018:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
County Administrator

By _____
Darcy Ellis, Assistant



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: Road Department

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Tree Removal at 137 East Pavilion Street, Independence, CA

DEPARTMENTAL RECOMMENDATIONS:

Approve the removal of two large elm trees on the County right-of-way commonly known as Lily Alley, at the residence of 137 East Pavilion Street, Independence, CA.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The owners of the residence located at 137 East Pavilion Street, Independence, CA have requested the removal of a large elm tree situated in the alleyway behind their property. The tree is approximately ten feet from the residents' front door; there is a beehive in the trunk, causing a safety concern and threat to the occupants. There is a second large elm tree adjacent to the tree with the beehive which appears to have a new beehive forming. Probability is high that the bees will move to the adjacent tree, if it is not also removed. This work to remove the bees will be performed with the assistance of a local beekeeper to best relocate and preserve the beehive. The tree removal work will be performed by Road Department Personnel.

ALTERNATIVES:

The Board could choose not to approve removal of these trees. This is not recommended as there will be an ongoing safety concern if we do not remove the trees.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Road Department personnel will perform the work for the tree removal, in its maintenance program and any charges on behalf of beekeeper will be within the Road Department.

| APPROVALS | | |
|--|---|--|
| COUNTY COUNSEL: <i>Travalber</i> | 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: <i>YES</i> Date: <i>2/1/18</i> |
| AUDITOR/CONTROLLER <i>[Signature]</i> | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) | Approved: <i>yes</i> Date: <i>2/5/2018</i> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) | Approved: <u> </u> n/a Date: <u> </u> |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) *[Signature]* Date: *2/5/18*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Request to issue a purchase order to Adamson Police Products and approve payments.

DEPARTMENTAL RECOMMENDATION:

- A. Declare Adamson Police Products as sole source provider, and
- B. Authorize a purchase order in the amount of \$8338.00 for less lethal supplies, and
- C. Authorize a purchase order in the amount of \$4328.00 for pepper ball supplies, contingent on the Board's approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Department is requesting the purchase of less lethal and pepper ball supplies for use by Law Enforcement Personnel. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. We previously requested purchasing authority up to \$30,900 for ballistic and load bearing vests and various supplies. Three vendors were contacted for these purchases, and we received only one response from Adamson's after waiting 30 days.

Adamson Police Products (\$4327.09 less lethal) (\$8337.40 pepper ball)

Chief Supply-non responsive

Less Lethal Products-non responsive

ALTERNATIVES:

Deny purchase request and direct Department to request quotes from additional vendors. We do not recommend this action; this would further delay purchasing these items which are needed to replace our depleted store room.

OTHER AGENCY INVOLVEMENT:


Purchasing

Auditor's office

FINANCING:

Funds are available in the Sheriff General budget (022700) and Jail General Budget (022900), Law Enforcement Special (5313).

APPROVALS

| | |
|---------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>YES</u> Date <u>01/31/18</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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



Date: 2/1/18



Quotation

| | |
|--------------------------|-----------|
| DATE Dec 21, 2017 | PAGE 1 |
| ORDER NUMBER SC058728 | |

10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: MIKE DURBAN
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

| REFERENCE | PO NUMBER | CUSTOMER NO | SALESPERSON | ORDER DATE | SHIP VIA | TERMS |
|-----------|-----------|-------------|-------------|--------------|----------|--------|
| | | AC2019 | TONYD | Dec 21, 2017 | SH0001 | NETO30 |

| QUANTITY | | | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UNIT | AMOUNT |
|----------|------|-----|--------------------|--|------------|------|--------|
| ORD | SHIP | B/O | | | | | |
| 2 | 0 | 2 | 999/9999 | 858/LASD-40MMB-BLK, SOTECH CIVIL DISOBEDIENCE BELT LB | 93.300 | EA | 186.60 |
| 2 | 0 | 2 | 789/4385-40-2 | BELT AMMO CADDY, 37/40MM, BLACK | 42.10 | EA | 84.20 |
| 1 | 0 | 1 | 260/6530 | 250 SHOT SPONGE ROUND TRAINING KIT | 967.60 | KT | 967.60 |
| 2 | 0 | 2 | 937/4014-NY-40MM-R | SIX ROUND 40MM CARRIER FOR DEFTECH 1425 GAS GUN, RH | 55.00 | EA | 110.00 |
| 2 | 0 | 2 | 260/1313 | CARRY CASE, SINGLE SHOT LAUNCHER | 56.45 | EA | 112.90 |
| 10 | 0 | 10 | 999/9999 | 260/6028WS 40MM AERIAL WARNING 50 METERS | 30.500 | EA | 305.00 |
| 10 | 0 | 10 | 260/1090 | STINGER 32 CAL RUBBER BALL | 38.40 | EA | 384.00 |
| 24 | 0 | 24 | 260/8901 | DEFTECH #25 DISTRACTION DEVICE, 12-GRAM RELOAD | 28.30 | EA | 679.20 |
| 1 | 0 | 1 | 260/1305 | GAS GUN CLEANING SYS | 73.15 | EA | 73.15 |
| 200 | 0 | 200 | 260/3027 | 12 GA. DRAG STABLIZED ROUND | 4.87 | EA | 974.00 |
| | | | MC0150 | FREIGHT ON MERCHANDISE- LOS ALAMITOS APPROX FREIGHT - NOT TO EXCEED | | | 150.00 |

This quote is valid for 60 days

TX

NTX

| | | |
|--|-----------------|----------|
| | Subtotal | 4,026.65 |
| | Total Sales Tax | 300.44 |
| | Total Order | 4,327.09 |

Original



Quotation

| | |
|--------------------------|-----------|
| DATE Dec 20, 2017 | PAGE 1 |
| ORDER NUMBER SC058718 | |

10764 Noel Street
 Los Alamitos, CA90720
 PH: (800) 824-0162 FX: (800) 824-0112

Sold To INYO COUNTY OF
 PURCHASING - ACCOUNTS PAYABLE
 P.O. DRAWER "S"
 INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
 ATTN: MIKE DURBIN
 550 SOUTH CLAY STREET
 INDEPENDENCE, CA 93526

| REFERENCE | PO NUMBER | CUSTOMER NO | SALESPERSON | ORDER DATE | SHIP VIA | TERMS |
|-----------|-----------|-------------|-------------|--------------|----------|--------|
| | | AC2019 | TONYD | Dec 20, 2017 | SH0001 | NETO30 |

| QUANTITY | | | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UNIT | AMOUNT |
|----------|------|-----|-----------------|--|------------|------|----------|
| ORD | SHIP | B/O | | | | | |
| 2 | 0 | 2 | 661/720-01-0001 | PEPPERBALL FTC LAUNCHER WITH EHOPPER | 494.00 | EA | 988.00 |
| 2 | 0 | 2 | 661/540-01-001 | PEPPERBALL SOFT CASE | 108.90 | EA | 217.80 |
| 6 | 0 | 6 | 661/102-80-0375 | PEPPERBALL LIVE ROUND (375 RND) | 702.35 | EA | 4,214.10 |
| 1 | 0 | 1 | 661/378-03-0001 | SCUBA FILL TANK | 202.50 | EA | 202.50 |
| 2 | 0 | 2 | 999/9999 | 661/920-01-0009 SX/TX MAINTENANCE KIT | 68.290 | EA | 136.58 |
| 4 | 0 | 4 | 661/100-84-0375 | PC3-P375 - INERT 375 COUNT PROJECTILE | 247.05 | EA | 988.20 |
| 2 | 0 | 2 | 661/530-01-0001 | SINGLE POINT SLING, BLACK | 41.17 | EA | 82.34 |
| 6 | 0 | 6 | 999/9999 | 661/430-01-0001 SPEED POD LOADER | 12.200 | EA | 73.20 |
| 6 | 0 | 6 | 999/9999 | 661/370-01-0011 13 CUBIC INCH HPA BOTTLE | 117.500 | EA | 705.00 |
| 1 | 0 | 1 | 661/340-01-0001 | PEPPERBALL SUBA AIR FILL ADAPTER KIT | 130.00 | EA | 130.00 |

This quote is valid for 60 days

| | | |
|--|-----------------|-----------------|
| | Subtotal | 7,737.72 |
| | Total Sales Tax | 599.68 |
| | Total Order | 8,337.40 |

Original



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: Sheriff's Department

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Off-Highway Vehicle Grant Application

DEPARTMENTAL RECOMMENDATION: Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

SUMMARY DISCUSSION: The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to provide maintenance on equipment that was purchased with prior OHV funds, additional safety gear for OHV Patrol Deputies, assist with costs associated with overtime for OHV Patrol Deputies, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use, and enforce where it is not zoned and planned for.

This will be the tenth year that the Inyo County Sheriff's Department applies for the OHV competitive grant. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.



This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website June, 2018; the preliminary application is due to the State by March 5th, 2018. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project Cost is also eligible as a match. The Sheriff's Department anticipates applying for \$100,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

ALTERNATIVES: Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

OTHER AGENCY INVOLVEMENT: Bureau of Land Management (BLM), Forest Service

FINANCING: If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor's Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

APPROVALS

| | |
|---------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>02/05/18</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>eyes</u> Date <u>2/6/2018</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.) N/A Approved: _____ Date _____ |

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

 4/5

Date: 2/7/18

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

WHEREAS this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

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

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 20th day of February 2018, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson,
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk=s Use Only: AGENDA NUMBER 16 |
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- Consent **Departmental** Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters & Matt Kingsley, 5th District Supervisor

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Request the Board of Supervisors take a **Support** position to AB 1915 (Mathis)

DEPARTMENTAL RECOMMENDATION:

1. Request the Inyo County Board of Supervisors take a **Support** position to AB 1915 (Mathis), a bill that would exclude mining claim forms from the definition of “real estate instrument, paper, or notice” as specified within the Building Homes and Jobs Act of 2017, pursuant to the Inyo County Legislative Platform, Resource and Environment item #13 “Support legislation, which maintains Inyo County’s ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
2. Request Board review draft correspondence regarding AB 1915, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Last year, the Legislature adopted SB 2, the Building Homes and Jobs Act. This measure created a \$75 fee on every real estate document per each single transaction, per single parcel of real property, not to exceed \$225. The funds collected by this fee would be directed towards the funding of low-income housing and other rehousing and rental assistance programs.

Furthermore, the measure established a definition of “real estate instrument, paper, or notice;” documents relating to real property, including, but not limited to, deeds, grant deeds, trustee’s deeds, request for notice of default, mechanic’s lien, and maps would all fall within the purview of these newly adopted fee. However, the vague scope of this definition has caused numerous agencies to question which documents, ones that are not explicitly listed within the Act, are subject to this fee increase.

Mining records are the only types of document that have to be recorded every single year – or the owner could lose their claim indefinitely.

Due to the nature of mineral exploration and extraction, it is not uncommon for a single project to result in multiple mining documents that need to be recorded. For example, last year in Inyo County a single claimant recorded more than 1,000 mining claim location notices for a single project. The total cost to record these documents in 2017 was \$14,000. As of January 1, 2018, the cost has increased to \$88,000 to record those same documents.

Today, most mines are operated by small prospectors attempting to eke out a living. In order to keep

their claim, the miner must either pay an annual fee to the Bureau of Land Management or prove that they are actively exploring for minerals. If a miner is unable to pay the new tax to record their documents, they will lose their claim.

The Desert Renewable Energy Conservation Plan (DRECP) has only exacerbated these concerns since its 2016 release. Although the new administration is re-examining the DRECP, unless and until it is fully repealed, if a mining document is not recorded in time, the claim could be withdrawn from further exploration for a period of up to 22 years.

Inyo County has the second largest number of mining claims in the state of California. There is also promise of new green energy mineral production, which is in the early stages of exploration. However, these productions are in jeopardy of being lost due to the fee established by the Building Homes and Jobs Act in conjunction with the DRECP.

AB 1915 provides a small exemption to the purview of the Building Homes and Jobs Act; by explicitly excluding mining claims, the Legislature can preserve this prosperous industry, while also ensuring the development of green energy materials.

ALTERNATIVES:

- Your Board could choose not to take a position on AB 1915.
- Your Board could choose to take an Oppose position on AB 1915. This alternative is not recommended for the reasons outlined above.

FINANCING:

Since the Recorder's office is able to retain the cost necessary to collect the \$75 tax on behalf of the state, there could be a slight reduction in projected General Fund revenues in 010300-4702. However, since this funding stream is to offset the cost of collecting the tax, any reduction in revenue would equate to a reduction in lost staff time associated with the collection of the tax.

| <u>APPROVALS</u> | |
|----------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <p style="text-align: right;">Approved: _____ Date: _____</p> |
| 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> <p style="text-align: right;">Approved: _____ Date: _____</p> |
| 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> <p style="text-align: right;">Approved: _____ Date: _____</p> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/6/18



BOARD OF SUPERVISORS COUNTY OF INYO

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



February 20, 2018

Honorable Devon Mathis,
26th Assembly District
California State Senate
State Capitol, Room 2111
Sacramento, CA 94249

Re: AB 1915 – Recording Fee: Mining Claims

SUPPORT

The Honorable Mathis:

On behalf of the Inyo County Board of Supervisors, I am writing to advise you of our **support** of Assembly Bill 1915. This bill would exclude mining claim forms from the definition of “real estate instrument, paper, or notice” as specified within the Building Homes and Jobs Act of 2017.

Last year, the Legislature adopted SB 2, the Building Homes and Jobs Act. This measure created a \$75 fee on every real estate document per each single transaction, per single parcel of real property, not to exceed \$225. The funds collected by this fee would be directed towards the funding of low-income housing, and other rehousing and rental assistance programs.

Inyo County owes much of its development to its rich mineral production, beginning with its formation to the modern day. Inyo County has the second largest number of mining claims in the state of California. Today, up to 25% of the documents recorded annually in Inyo County are associated with mining related activities. In order to locate and hold a mining claim in California, notices must be filed annually by prescribed deadlines. Mines are often held and worked by small independent prospectors who earn a meager living. If a miner cannot afford to file his annual notice in the time period required by law, he will lose his rights to access and work his claim. Requiring resource related industries to pay an additional \$75.00 per document, per year, creates an unreasonable burden on this valuable industry.

AB 1915 provides a small exemption to the purview of the Building Homes and Jobs Act; by explicitly excluding mining claims, the Legislature can preserve this valuable industry, while also ensuring the development of green energy materials. For these reasons, support AB 1915.

Thank you for your consideration.

Dan Totheroh,
Chairperson,
Inyo County Board of Supervisors

cc: Senator Tom Berryhill



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Request to fill an Office Technician I

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Technician I, at a salary range of \$3,150-\$3,830.

SUMMARY DISCUSSION:

During the Fiscal Year 2017-2018 County Budget, a shared Office Technician I was approved between the Auditor's Office and Personnel department. This position has recently become vacant. The shared position provides administrative support to both departments. This position will also be a key part of the internal control structure in the Auditor's office by processing the daily check audit and distribution of out-going checks. In Personnel, this position will provide overall support to the Personnel Analysts including customer service, recruitments, and payroll entry. Both offices have a high volume work-load and would like to fill this position as soon as possible.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position that will negatively impact the daily operations of the Auditor's office and Personnel.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes and Personnel budget 010800 in the Salaries and Benefits object codes.

APPROVALS

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|-------------------------------|---|
| 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.) <i>Amy Shepherd</i> Approved: <u>yes</u> Date: <u>2/7/18</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>by KR</u> Date: <u>2/7/18</u> |

DEPARTMENT HEAD SIGNATURE: _____ Date: 2/7/18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: K. Reade: for SDishio Date: 2/7/18
(Not to be signed until all approvals are received)



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: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,232-\$4,027) or Child Support Officer II, Range 60 (\$3,471-\$4,216) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. We currently have two (2) caseworkers actively working for the office, one of which promoted from a caseworker I to a caseworker II through the recruitment authorized in December 2017 by your Board. This leaves two vacant caseworker positions and we are requesting one be backfilled at this time. We plan to utilize the list created by Merit Systems from the December recruitment to fill this position in the coming weeks.

ALTERNATIVES:

Your Board could decline this this request. This is not recommended however, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position will be provided through the non-general fund Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2017-2018 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: 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: 2/5/18 Date 2/5/18

PERSONNEL DIRECTOR

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

Approved: 1/3/18 ✓ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 01-29-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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| For Clerk's Use Only: AGENDA NUMBER 19 |
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Request to fill one (1) vacant Public Safety Dispatcher I position.

DEPARTMENTAL RECOMMENDATION:

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

1. The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3. Approve the hiring of one (1) candidate for the Public Safety Dispatcher I position (Range 55 \$3150-\$3830).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This dispatcher position is anticipated to be vacated on March 7, 2018. It is imperative that we fill the vacant position as soon as possible as there are currently only five other dispatchers to cover the duties seven days a week / 24 hours a day. From the time the position is vacated until the position is filled, we will have to have other Dispatchers, Deputies or Supervisors fill in as necessary, which results in additional unanticipated overtime expenses. We request your Board to authorize, pursuant to the candidate's qualifications and experience, the hiring of a qualified candidate for the Public Safety Dispatcher I position. Hiring of this position falls within the Sheriff's Office current authorized strength.

ALTERNATIVES:






Deny filling the Public Safety Dispatcher I position.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

The Public Safety Dispatcher I position is included in the 2017-2018 Sheriff's General budget (022700).

| APPROVALS | |
|---------------------|--|
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date <u>1/31/2018</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved:  Date <u>1/26/18</u> |
| |  |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 2/1/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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|--|
| For Clerk's use only: AGENDA NUMBER 20 |
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X Consent Departmental Correspondence Action Public Hearing
Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Approve the Contract between County of Inyo and Nicholas Dogris, Ph.D. for outpatient neurofeedback and psychological services.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Nicholas Dogris, Ph.D. for neuro-therapy treatment services in a total amount not to exceed \$50,000 for the period of February 1, 2018 to June 30, 2019 (estimated to be \$25,000 for the remainder of FY 17/18, and \$25,000 for FY 18/19) pending the adoption of the FY 17/18 Midyear Budget and contingent upon the Board's adoption of the future years' budget, and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a sole source contract as Dr. Dogris is the only provider of this type of neurofeedback in our area. We are specifically interested in the use of this alternative treatment to increase the evidence based interventions available for working with our target population. The HHS Behavioral Health Division has identified the neuro-therapy modality as an additional evidence-based strategy for persons with behavioral health disorders. In 2007 a company known as Neurofield, Inc. under the ownership of Nicholas Dogris, Ph.D. combined neurofeedback with neuromodulation technology. This strategy has been used successfully to address a number of mental health disorders and can be used in conjunction with other service offerings. This is a non-drug approach to stabilizing the brain and has been termed "physical therapy for the brain". This modality will be used as part of the possible treatment interventions for the target population served by the Behavioral Health Division. While this strategy has also been used for persons with symptoms of depression, anxiety and attention deficit, we are particularly interested in the use of this modality in work with persons who are experiencing symptoms of more severe mental illness. We will closely monitor outcomes for use of this strategy. The contract crosses over two fiscal years to give adequate time to test the strategy. A larger amount of cost is estimated for this fiscal year to anticipate the costs of the initial assessments and start up.

ALTERNATIVES:



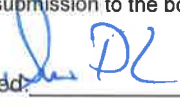
Your Board could choose not to approve this contract. As a result, we would not be able to access an innovative treatment modality that has been used successfully to treat symptoms of severe behavioral health disorders.

OTHER AGENCY INVOLVEMENT:

Other HHS agencies who provide support and care to persons with severe mental illness.

FINANCING:

Mental Health funds including Mental Health Services Act funds, Realignment, and offset by Medi-Cal funds as appropriate. This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

| APPROVALS | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>01/29/2018</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved:  Date <u>1/31/2018</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved:  Date <u>2/2/18</u> |

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



Date: 2/7/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Nicholas J. Dogris, Ph.D., Inc.
FOR THE PROVISION OF Psychological Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Psychological Services services of Nicholas J. Dogris, Ph.D., BCN, QEEG-D of Nicholas J. Dogris, Ph.D., Inc. (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 Dr. Gail Zwier, whose title is: HHS Deputy Director of Behavioral Health. 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 2/1/2018 to 6/30/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$50,000 (Fifty-Thousand Dollars) _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

| | |
|------------------------|----------------|
| County of Inyo | |
| HHS- Behavioral Health | Department |
| 162 J Grove St. | Street |
| Bishop, Ca 93514 | City and State |

| | |
|---------------------------------|----------------|
| Contractor: | |
| Nicholas J. Dogris, Ph.D., Inc. | Name |
| 386 W. Line St. | Street |
| Bishop, Ca 93514 | City and State |

25. ENTIRE AGREEMENT.

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

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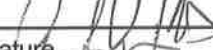
AGREEMENT BETWEEN COUNTY OF INYO
AND Nicholas J. Dogris, Ph.D., Inc.
FOR THE PROVISION OF Psychological Services **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 4 DAY OF January, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: 
Signature

Dated: _____

NICHOLAS DOGRIS
Print or Type Name

Dated: 1/4/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Nicholas J. Dogris, Ph.D., Inc.
FOR THE PROVISION OF Psychological Services SERVICES

TERM:
2/1/2018 6/30/2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

Provision of services for Inyo County Health and Human Services Behavioral Health referred consumers using a neurotherapy treatment modality, as described below.

In 2007 a company known as NeuroField, Inc (Nicholas J. Dogris, Ph.D., Inc.) combined neurofeedback with neuromodulation technology and formed the first platform ever developed that utilizes these methods along with normative Qualitative Electroencephalogram (QEEG) data. This combined form of neuromodulation and neurostimulation is now known as Neurotherapy and is utilized to reduce the symptoms associated with ADHD, moods disorders, anxiety, depression, TBI and autism. Also new innovations have been utilized with NeuroField that show significant reduction of the symptoms associated with schizophrenia and other thought disorders. The NeuroField modality is a non-drug approach to stabilizing the brain and is better thought of as being "physical therapy" for the brain."

Contractor shall sign HIPAA Business Associate Agreement herein attached.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Nicholas J. Dogris, Ph.D., Inc.
FOR THE PROVISION OF Psychological Services **SERVICES**

TERM:

FROM: 2/1/2018 **TO:** 6/30/2019

SCHEDULE OF FEES:

Assessments: $\$300 \times 20 = \$6,000$
Sessions: $\$50 \times 3$ (per week) $\times 5$ (slots) $\times 50$ weeks = $\$37,500$
Additional sessions for intensive start up; $\$50 \times 2$ (perweek) $\times 2$ weeks $\times 20$ slots = $\$4,000$
Total Contract not to exceed $\$50,000$

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Nicholas J. Dogris, Ph.D., Inc.

FOR THE PROVISION OF Psychological Services **SERVICES**

TERM:

FROM: 2/1/2018

TO: 6/30/2019

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.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Nicholas Dogris, Ph.D., referred to herein as Business Associate (“BA”). This Agreement is effective as of February 1, 2018 (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

By:  _____

Print Name: NICHOLAS DOGANIS

Title: CONTRACT DOCTOR

Date: 1/4/18



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: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Ratify Amendment #1 to the Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify Amendment #1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed \$88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of \$385,101 for the period of July 1, 2016 through June 30, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The base allocations were approved in late June 2017 and One Time Only monies were allocated in October, 2017. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office mid-December and routed through the approval process.

This amendment is coming before you in order to update the FY 17/18 allocation amount with Mono County by increasing the contract in the amount of \$548 of One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA), the Mono County portion of the \$6,186 funds received for FY 17/18. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only adjustment are as follows:

| <u>Fiscal Year</u> |
|---|
| 2016/17 = \$101,459 |
| 2017/18 = \$88,696 (with OTO fund adjustment) |
| 2018/19 = \$97,473 |
| 2019/20 = \$97,473 |

These amounts are contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

ALTERNATIVES:

Board could choose not to approve this request. This is not recommended as this could result in Mono



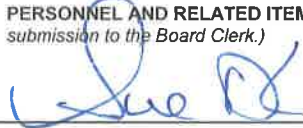
County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

| <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>1/26/18</u> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> Date: <u>1/26/18</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>1/26/18</u> |
| BUDGET OFFICER: <u>N/A</u> | BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: <u>—</u> Date: <u>—</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/2/18

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$385,101.00 (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.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$385,101.00; the 2016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; and the allocation amount to be reimbursed will be approximately \$97,473.00 for each remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2017.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

5 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December, 2017.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Stacy Corless
Signature

Stacy Corless
Type or Print

Dated: December 5, 2017

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

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
Budget Display-Amendment 1
Fiscal Year 2017/18**

Eastern Sierra Area Agency on Aging

| | OTO-SN | | Inyo County | Mono County | FY 16/17 Inyo Planning Allocations | FY 17/18 Inyo Difference | FY 16/17 Mono Planning Allocations | FY 17/18 Mono Difference | Net Change | |
|-------------------------------------|----------------|--------------|----------------|----------------|---|--------------------------------|---|--------------------------------|-----------------|----------|
| | Baseline | Total | | | | | | | | |
| Supportive Services | | | | | | | | | | |
| Legal | 20,000 | 20,000 | 20,000 | - | 20,000 | - | - | - | - | |
| 0.2 I&A | 15,413 | 74 | 15,487 | - | 16,016 | (529) | - | - | (529) | |
| 0.15 Transportation (77/23) | 12,418 | 56 | 12,474 | 2,869 | 9,249 | 356 | 2,763 | 106 | 462 | |
| 0.6 Assisted Transportation (86/14) | 49,672 | 223 | 49,895 | 6,985 | 41,322 | 1,588 | 6,727 | 258 | 1,846 | |
| 0.06 In Home | 5,283 | 19 | 5,302 | - | 5,283 | 19 | - | - | 19 | |
| Total Supportive Services | 102,786 | 372 | 103,158 | 9,854 | 91,870 | 1,433 | 9,490 | 364 | 1,798 | |
| Ombudsman | | | | | | | | | | |
| Federal Title IIIB | 15,065 | 413 | 15,478 | - | 15,075 | 403 | - | - | 403 | |
| Federal Title VII Ombudsman | 19,059 | 217 | 19,276 | - | 18,984 | 292 | - | - | 292 | |
| General Fund IIIB | 8,945 | - | 8,945 | - | 8,942 | 3 | - | - | 3 | |
| Public Health L & C Program | 3,578 | - | 3,578 | - | 3,577 | 1 | - | - | 1 | |
| State Health Facilities Citation | 1,214 | 1,110 | 2,324 | - | 1,212 | 1,112 | - | - | 1,112 | |
| SNF Quality & Accountability | 16,995 | - | 16,995 | - | 16,991 | 4 | - | - | 4 | |
| Total Ombudsman | 64,856 | 1,740 | 66,596 | - | 64,781 | 1,815 | - | - | 1,815 | |
| Congregate Nutrition (84/16) | | | | | | | | | | |
| Federal Title IIIC1 | 143,867 | 1,734 | 145,601 | 23,296 | 122,093 | 212 | 23,256 | 40 | 252 | |
| General Fund C1 | 53,187 | - | 53,187 | 8,510 | 49,988 | (5,311) | 9,521 | (1,011) | (6,322) | |
| NSIP C1 | 15,104 | 205 | 15,309 | 2,449 | 13,740 | (880) | 2,617 | (168) | (1,048) | |
| Total Congregate Nuti | 212,158 | 1,939 | 214,097 | 34,256 | 185,821 | (5,980) | 35,394 | (1,138) | (7,118) | |
| Home-Delivered Meals (83/17) | | | | | | | | | | |
| Federal Title IIIC2 | 72,406 | 624 | 73,030 | 12,415 | 61,686 | (1,071) | 12,834 | (219) | (1,290) | |
| General Fund C2 | 156,945 | - | 156,945 | 26,681 | 160,861 | (30,597) | 32,948 | (6,267) | (36,864) | |
| NSIP C2 | 31,781 | 517 | 32,298 | 5,491 | 34,210 | (7,403) | 7,007 | (1,516) | (8,919) | |
| Total Home Delivered | 261,132 | 1,141 | 262,273 | 44,586 | 256,757 | (39,070) | 52,589 | (8,003) | (47,073) | |
| Disease Prevention | | | | | | | | | | |
| Federal Title IIID | 2,558 | 111 | 2,669 | - | 2,563 | 106 | - | - | 106 | |
| Total Disease Preven | 2,558 | 111 | 2,669 | - | 2,563 | 106 | - | - | 106 | |
| Family Caregiver | | | | | | | | | | |
| Federal Title IIIE | 17,436 | 1,957 | 19,393 | - | 18,112 | 1,281 | - | - | 1,281 | |
| Total Family Caregive | 17,436 | 1,957 | 19,393 | - | 18,112 | 1,281 | - | - | 1,281 | |
| Elder Abuse | | | | | | | | | | |
| Federal Title VII Elder Abuse Pre | 649 | 36 | 685 | - | 650 | 35 | - | - | 35 | |
| Total Elder Abuse | 649 | 36 | 685 | - | 650 | 35 | - | - | 35 | |
| Administration | | | | | | | | | | |
| Federal Title IIIB | 18,553 | - | 18,553 | - | 18,123 | 430 | - | - | 430 | |
| Federal Title IIIC1 | 23,233 | - | 23,233 | - | 23,542 | (309) | - | - | (309) | |
| Federal Title IIIC2 | 11,693 | - | 11,693 | - | 12,037 | (344) | - | - | (344) | |
| Federal Title IIIE | 7,767 | - | 7,767 | - | 7,905 | (138) | - | - | (138) | |
| General Fund C1 | 110 | - | 110 | - | 108 | 2 | - | - | 2 | |
| General Fund C2 | 29 | - | 29 | - | 29 | - | - | - | - | |
| Total Administration | 61,385 | - | 61,385 | - | 61,744 | (359) | - | - | (359) | |
| Grand Total - All Funds | 722,960 | 7,296 | 730,256 | 641,559 | 682,298 | (40,739) | 97,473 | (8,777) | (49,516) | |
| Funding Summary | | | | | | | | | | |
| Federal Funds | 481,957 | 6,186 | 488,143 | 434,637 | 53,506 | 440,590 | (5,953) | 55,004 | (1,498) | (7,451) |
| General Fund | 219,216 | - | 219,216 | 184,025 | 35,191 | 219,928 | (35,903) | 42,469 | (7,278) | (43,181) |
| Public Health L & C Program | 3,578 | - | 3,578 | 3,578 | - | 3,577 | - | - | - | |
| SNF Quality & Accountability | 16,995 | - | 16,995 | 16,995 | - | 16,991 | 4 | - | - | 4 |
| State Health Facilities Citation Pe | 1,214 | 1,110 | 2,324 | 2,324 | - | 1,212 | 1,112 | - | - | 1,112 |
| | 722,960 | 7,296 | 730,256 | 641,559 | 682,298 | (40,740) | 97,473 | (8,777) | (49,516) | |

**AREA PLAN
 Budget Display
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)
 County of Inyo**

12 months (July 1, 2017 - June 30, 2018)

| | Project Number | Baseline | Baseline Adjustments | Cumulative Transfers | Updated Baseline | Total OTO | Updated Total | Net Change |
|--|----------------|----------------|----------------------|----------------------|------------------|--------------|----------------|--------------|
| Supportive Services | | | | | | | | |
| Federal Title IIIB | 3BSL17-17 | 25,697 | (b) - | - | 25,697 | 372 | 26,069 | 372 |
| Federal Title IIIB | 3BSL18-17 | 77,089 | (c) - | - | 77,089 | - | 77,089 | - |
| Total Supportive Services | | 102,786 | - | - | 102,786 | 372 | 103,158 | 372 |
| Ombudsman | | | | | | | | |
| Federal Title IIIB | 3BOL17-17 | 3,766 | (b) - | - | 3,766 | 413 | 4,179 | 413 |
| Federal Title IIIB | 3BOL18-17 | 11,299 | (c) - | - | 11,299 | - | 11,299 | - |
| Federal Title VIIa | 7OFL17-17 | 4,765 | (b) - | - | 4,765 | 217 | 4,982 | 217 |
| Federal Title VIIa | 7OFL18-17 | 14,294 | (c) - | - | 14,294 | - | 14,294 | - |
| General Fund IIIB Public Health L & C Program Fund | B1GL LCPF | 8,945 3,578 | (a) - | - | 8,945 3,578 | - | 8,945 3,578 | - |
| State Health Facilities Citation Penalties Account | SDFL | 1,214 | (a) 1,110 | (a) | 2,324 | - | 2,324 | 1,110 |
| SNF Quality & Accountability | SNFL | 16,995 | (a) | - | 16,995 | - | 16,995 | - |
| Total Ombudsman | | 64,856 | 1,110 | - | 65,966 | 630 | 66,596 | 1,740 |
| Congregate Nutrition | | | | | | | | |
| Federal Title IIIC1 | 3C1L17-17 | 35,967 | (b) - | - | 35,967 | 1,734 | 37,701 | 1,734 |
| Federal Title IIIC1 | 3C1L18-17 | 107,900 | (c) - | - | 107,900 | - | 107,900 | - |
| General Fund C1 | C1GL | 53,187 | (a) - | - | 53,187 | - | 53,187 | - |
| NSIP C1 | NC1L17-17 | 3,776 | (b) - | - | 3,776 | 205 | 3,981 | 205 |
| NSIP C1 | NC1L18-17 | 11,328 | (c) - | - | 11,328 | - | 11,328 | - |
| Total Congregate Nutrition | | 212,158 | - | - | 212,158 | 1,939 | 214,097 | 1,939 |
| Home-Delivered Meals | | | | | | | | |
| Federal Title IIIC2 | 3C2L17-17 | 18,102 | (b) - | - | 18,102 | 624 | 18,726 | 624 |
| Federal Title IIIC2 | 3C2L18-17 | 54,304 | (c) - | - | 54,304 | - | 54,304 | - |
| General Fund C2 | C2GL | 156,945 | (a) - | - | 156,945 | - | 156,945 | - |
| NSIP C2 | NC2L17-17 | 7,945 | (b) - | - | 7,945 | 517 | 8,462 | 517 |
| NSIP C2 | NC2L18-17 | 23,836 | (c) - | - | 23,836 | - | 23,836 | - |
| Total Home Delivered Meals | | 261,132 | - | - | 261,132 | 1,141 | 262,273 | 1,141 |
| Disease Prevention | | | | | | | | |
| Federal Title IIID | 3DFL17-17 | 640 | (b) - | - | 640 | 111 | 751 | 111 |
| Federal Title IIID | 3DFL18-17 | 1,918 | (c) - | - | 1,918 | - | 1,918 | - |
| Total Disease Prevention | | 2,558 | - | - | 2,558 | 111 | 2,669 | 111 |
| Family Caregiver | | | | | | | | |
| Federal Title IIIE | 3EFL17-17 | 4,359 | (b) - | - | 4,359 | 1,957 | 6,316 | 1,957 |
| Federal Title IIIE | 3EFL18-17 | 13,077 | (c) - | - | 13,077 | - | 13,077 | - |
| Total Title IIIE | | 17,436 | - | - | 17,436 | 1,957 | 19,393 | 1,957 |
| Elder Abuse | | | | | | | | |
| Federal Title VII | 7EFL17-17 | 162 | (b) - | - | 162 | 36 | 198 | 36 |
| Federal Title VII | 7EFL18-17 | 487 | (c) - | - | 487 | - | 487 | - |
| Total Elder Abuse | | 649 | - | - | 649 | 36 | 685 | 36 |

**AREA PLAN
 Budget Display
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)
 County of Inyo**

12 months (July 1, 2017 - June 30, 2018)

| | Project Number | Baseline | Baseline Adjustments | Cumulative Transfers | Updated Baseline | Total OTO | Updated Total | Net Change |
|--------------------------------|----------------|----------------|----------------------|----------------------|------------------|--------------|----------------|--------------|
| Administration | | | | | | | | |
| Federal Title IIIB | 3BAL17-17 | 4,638 (b) | - | - | 4,638 | - | 4,638 | - |
| Federal Title IIIB | 3BAL18-17 | 13,915 (c) | - | - | 13,915 | - | 13,915 | - |
| Federal Title IIIC1 | C1AL17-17 | 5,808 (b) | - | - | 5,808 | - | 5,808 | - |
| Federal Title IIIC1 | C1AL18-17 | 17,425 (c) | - | - | 17,425 | - | 17,425 | - |
| Federal Title IIIC2 | C2AL17-17 | 2,923 (b) | - | - | 2,923 | - | 2,923 | - |
| Federal Title IIIC2 | C2AL18-17 | 8,770 (c) | - | - | 8,770 | - | 8,770 | - |
| Federal Title IIIE | 3EAL17-17 | 1,942 (b) | - | - | 1,942 | - | 1,942 | - |
| Federal Title IIIE | 3EAL18-17 | 5,825 (c) | - | - | 5,825 | - | 5,825 | - |
| General Fund C1 | 1GAL | 110 (a) | - | - | 110 | - | 110 | - |
| General Fund C2 | 2GAL | 29 (a) | - | - | 29 | - | 29 | - |
| Total Administration | | 61,385 | - | - | 61,385 | - | 61,385 | - |
| Funding Summary | | | | | | | | |
| Federal Funds | | 481,957 | - | - | 481,957 | 6,186 | 488,143 | 6,186 |
| General Fund | | 219,216 | - | - | 219,216 | - | 219,216 | - |
| Public Health L & C | | | | | | | | |
| Program Fund | | 3,578 | - | - | 3,578 | - | 3,578 | - |
| SNF Quality & Accountability | | 16,995 | - | - | 16,995 | - | 16,995 | - |
| State Health Facilities | | | | | | | | |
| Citation Penalties | | | | | | | | |
| Account | | 1,214 | 1,110 | - | 2,324 | - | 2,324 | 1,110 |
| Grand Total - All Funds | | 722,960 | 1,110 | - | 724,070 | 6,186 | 730,256 | 7,296 |

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,721
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,360
 The minimum General Fund to be expended for State Match in Title III is: 18,919

| CFDA NUMBER | Year | Award # | Award Name |
|-------------|------|------------|--|
| 93.041 | 2017 | 17AACAT7EA | Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities |
| 93.041 | 2018 | TBD | Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities |
| 93.042 | 2017 | 17AACAT7OM | Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities |
| 93.042 | 2018 | TBD | Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities |
| 93.043 | 2017 | 17AACAT3PH | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.043 | 2018 | TBD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.044 | 2017 | 17AACAT3SS | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.044 | 2018 | TBD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | 2017 | 17AACAT3CM | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | 2018 | TBD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | 2017 | 17AACAT3HD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | 2018 | TBD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.052 | 2017 | 17AACAT3FC | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.052 | 2018 | TBD | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.053 | 2017 | 17AACANSIP | Older Americans Act Section 311-Nutrition Services Incentive Program |
| 93.053 | 2018 | TBD | Older Americans Act Section 311-Nutrition Services Incentive Program |

(a) Funds must be expended by 6/30/18 and final expenditures reported in closeout by 7/31/18.

(b) Funds must be obligated by 9/30/17 and final expenditures reported in closeout by 6/30/18. The baseline request to be transferred for the project (7/1/17-9/30/17) is due 5/1/17. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/18 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/17-6/30/18) is due 5/1/18.

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Clerk of the Board*

**REGULAR MEETING of
December 5, 2017**

*Helen Nunn
760-932-5534
hnunn@mono.ca.gov
Assistant Clerk of the Board*

**MINUTE ORDER
M17-231
Agenda Item #5b**

TO: Social Services

SUBJECT: Amendment #1 to Contract with Inyo County for Senior Services Funds

Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County.

Stump moved; Peters seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M17-231

340818 10:17 DEC 21 AM 01:52



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Recruitment of Six Seasonal Field Assistants

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy; A) The availability of funding for the requested positions exists as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate; and C) approve the hiring of six seasonal Field Assistant I at Range 050PT (\$15.25 - \$18.07 per hour), June 4, 2017 through August 31, 2017, contingent upon the adoption of a FY 2018/2019 budget.

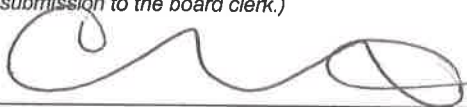
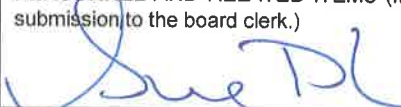
SUMMARY DISCUSSION: The Water Department has annually hired seasonal Field Assistants to assist with vegetation monitoring that has been conducted since the early-1990s. The purpose of this program is to evaluate vegetation conditions with respect to the Long-Term Water Agreement's requirements for native vegetation.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would hamper the Water Department's ability to address questions asked by the Inyo/Los Angeles Standing Committee concerning the existing vegetation monitoring programs, and fail to fulfill commitments concerning revegetation project monitoring.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds are available in the Board approved FY 2017-2018 Water Department budget (024102-5012) for six Seasonal Field Assistant from June 4, 2018 to August 31, 2018. Six Seasonal Field Assistants from July 1, 2017 to August 31, 2017 are contingent on the adoption of the 2018/19 budget.

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>yes</u> Date <u>1/16/2018</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/16/18</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 1/16/2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 20, 2018

SUBJECT: Environmental Assessment-Bishop Paiute gas station & convenience store

RECOMMENDATION: Review, discuss, and potentially sign the attached comment letter from Planning & Public Works Departments, regarding the Environmental Assessment¹ (pursuant to the National Environmental Policy Act) for the Bishop Paiute Development Corporation's proposed construction of a new gas station and convenience store. These comments will be reviewed by the Tribe's Regional Environmental Officer and recorded in the final environmental document.

SUMMARY DISCUSSION: The project site is roughly 4.3 acres, located at the northeast corner of West Line Street (SR 168) and See Vee Lane. Only the northernmost parcel is developed with a 42-unit mini-storage rental facility. The proposed project involves the construction of a 4,400-square-foot convenience store building, 9,800-square-foot retail building, 16-pump gas station canopy, two-stall manual and one-stall automatic carwash building, up to 125 parking spaces, above-ground propane tanks, two (2) new trash dumpster enclosures, three (3) above-ground fuel storage tanks (two [2] 12,000-gallon tanks and one [1] 5,000-gallon tank), three (3) new site monument and pricing signs, and landscaping.

The Bishop Paiute Development Corporation (BPDC) is requesting financing assistance from the U.S. Economic Development Administration (EDA) Grants Program to construct the project. The Tribe's pursuit of this funding source makes the proposal a federal action, triggering a review under NEPA. The County of Inyo has been asked to provide comments on the Environmental Assessment conducted for the proposed project. Although Inyo County fundamentally agrees with the findings contained in the EA, there are impacts to visual/aesthetic resources, and plant and animal resources, that the County would like to emphasize.

ALTERNATIVES: The Board could direct staff to submit the attached letters as the County's response to the proposed project. The Board could also choose not to comment at all.

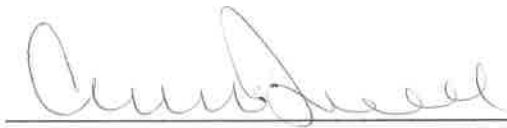
OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

¹ http://www.bpdcorp.org/img/BPDC-NewGasStationConvenienceStore-Retail_FinalEA.compressed.pdf

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

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



Date: 2/15/18

Attachments
- Response letter (Planning Department & Public Works) to the “Environmental Assessment-Bishop Paiute New Gas Station and Convenience Store Project”

Attn: Regional Environmental Officer
US Department of Commerce
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

To Whom it May Concern,

The County of Inyo was recently notified of the Bishop Paiute Tribe's proposal to construct a gas station and convenience store on the corner of See Vee Lane and West Line Street, on the Bishop Paiute Reservation. The County was asked to comment on the final Environmental Assessment (EA) for the proposed project.

The County of Inyo Board of Supervisors is requesting clarification regarding some of the environmental impacts. These include the following:

- **Visual Resources:** The EA addresses 'Aesthetics' (Section 6.8) and notes that "at the proposed action site there would be a noticeable visual contrast from the existing condition." Section 7 acknowledges the County's Dark Sky standards relating to light and glare (Control of Light & Glare-Policy VIS-1.6). Although the EA mentions that "dark sky friendly light fixtures" will be used "where feasible" (pg. 64) we think these measures should be stated explicitly in the Avoidance and Minimization section. The current discussion is vague and not supported with the same evidence as other resource impacts, such as noise pollution. There are several residential areas in County jurisdiction that could potentially be affected by these impacts.
- **Special status plant & animal species:** Please clarify the following: Section 6.6.1 states that increased vehicular traffic, following completion of the project, could cause "displacement of state or federal species" and that tree removal during construction could "eliminate nesting and foraging habitat for birds, reptiles and small mammals" (pg. 54); however, the previous page states that habitat within the project area is not suitable for the above mentioned species. Please clarify.
- **Avoidance and Minimization of Impacts:** We appreciate avoidance measures for special status nesting-birds. The County suggests adding an explicit statement that directs construction on the project to stop, when nesting raptors are located, until a qualified biologist determines that the nests are no longer active.
- **Based on the description of two driveways (each on See Vee Lane and on W. Line Street),** specific locations of driveways, their distance from the intersection, and on-site lay-out should be carefully coordinated with both Caltrans and Inyo County to minimize impacts to the existing roadways.

- Any signage should be coordinated with Caltrans and Inyo County Public Works Department to ensure that sight distance on See Vee Lane and W. Line Street are not compromised.

We appreciate your consideration of these issues.

Sincerely,



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 24

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Authorize Personnel to fill a vacant Equipment Operator I position.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that consistent with the adopted Authorized Position Review Policy Request your Board A) find that consistent with the adopted Authorized Position Review Policy that the availability of funding for the requested position exists in the Recycling and Waste Management budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and B) Authorize the internal recruitment of one fulltime Equipment Operator I-II , Range 58 (\$3,376 - \$4,108) , Range 60 (\$3,541-\$4,301) depending on qualifications ; and C) and authorize the recruitment and filling of the subsequent vacant position from the internal recruitment .

SUMMARY DISCUSSION:

The FY 2017-2018 Manpower Report (approved by your Board as part of the FY 2017-2018 County Budget) identifies the landfill Equipment Operator I positions (Range 58) as being assigned to the County's Recycling and Waste Management program to provide necessary operations of heavy equipment at the landfill, and to drive trucks on the highway to transport solid waste and recycling/diversion materials. This position is critical to the operation of the County landfills.

The Independence/Lone Pine Equipment Operator I position recently became vacant when the Operator accepted employment outside the County.


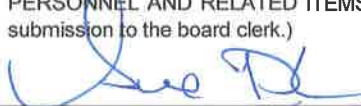
Staff recommends filling of the Equipment Operator I position, Range 58 (\$3,376 - \$4,108) through an internal recruitment to work at the Independence and Lone Pine Landfill.

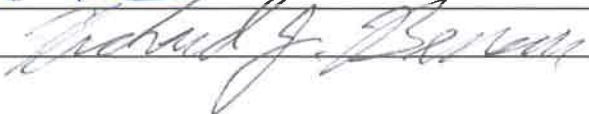
ALTERNATIVES:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a Equipment Operator I position is vacant the other Equipment Operators must work overtime, or the duties must be performed by an outside source.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2017-2018 Solid Waste Budget.

| APPROVALS | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </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> 2/12/2018 </u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u> J </u> Date <u> 2/7/18 </u> |

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 2/12/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 20, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 02-09-18



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 20, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 02-09-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: February 20, 2018

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

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 02-09-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 28

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 20, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 02-09-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 02-09-18
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of February 6, 2018.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) _____ Date: 02-09-18
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Inyo County Board of Supervisors

FOR THE BOARD MEETING OF: February 20, 2018

SUBJECT: Short Term Rental Ordinance.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

- Enact an Ordinance entitled: "AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 18.73 SHORT TERM RENTAL OF RESIDENTIAL PROPERTIES LOCATED IN THE ONE FAMILY RESIDENTIAL (R1), SINGLE RESIDENCE AND MOBILE HOME COMBINED (RMH), RURAL RESIDENTIAL (RR), RURAL RESIDENTIAL STARLITE ESTATES (RR- STARLITE), AND THE OPEN SPACE ZONE (OS) (Attachment);

SUMMARY DISCUSSION:

On February 6, 2018 the Inyo County Board of Supervisors introduced, waived further reading, and considered: An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 18.73 Short Term Rental of Residential Properties located in the One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Rural Residential Starlite Estates (RR- Starlite), and the Open Space Zone (OS), also known as ZR 2017-04/Short-Term Rental. The Board scheduled enactment of the ordinance for February 13, 2018. On February 13th a change was recommended to 18.73.080 for clarification (attached, change indicated in red text). The Board then rescheduled the enactment for February 20, 2018

Staff recommends enactment of the Ordinance to amend and add to Title 18.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Environmental Health and Public Works Departments and the County Sheriff.

FINANCING:

General fund resources are utilized to review and update the County's Zoning Code.

| APPROVALS | |
|-------------------------------|--|
| COUNTY COUNSEL: <i>yes</i> | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> _____ |
| 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: *2/14/18*

Attachments:

- Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 18.73 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY TO THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE: Chapter 18.73 shall be added to the Inyo County Code to read as follows:

“Chapter 18.73

SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY

- 18.73.010. Definitions.**
- 18.73.020. Short-term rentals prohibited.**
- 18.73.030. Short-term rentals – General requirements.**
- 18.73.040. Permit Application.**
- 18.73.050. Hosted Rental Permit Review Process.**
- 18.73.060. Non-Hosted Rental Permit Review Process.**
- 18.73.070. Permit Modification and Revocation.**
- 18.73.080. Enforcement.**

18.73.010 - Definitions.

For purposes of this chapter, the following definitions apply:

- a. “Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.
- b. “Hosted rental” means a short-term rental of a room(s) within a dwelling that is occupied by the owner during the duration of the the transient renter(s) stay.
- c. “Manager” means the owner or owner’s agent who provides oversight for non-hosted short-term rental activities and is available twenty-four (24) hours per day, seven (7) days per week, during all times that the property is rented as a non-hosted short-term rental to respond to and handle complaints.
- d. “ Non-Hosted rental” means a short-term rental of an entire dwelling unit where the Owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.
- e. “Owner” shall mean a record owner of the property who is responsible for submitting the application for approval and conducting hosted and non-hosted short-term rental activities pursuant to this chapter. “Owner” shall further include any person or entity with any direct or indirect aggregate ownership interest of 20-percent or more in the subject property, unless the interest is solely a security, lien, or encumbrance.

- f. "Short-term rental" means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. "Short-term Rental" does not include transient lodging in county-approved hotels and motels.

18.73.020. Short-term rentals prohibited.

The short-term rental of residential property is a prohibited use in every zoning district in the County, with the exception of those permitted pursuant to this chapter.

18.73.030. Short-term rentals – General requirements.

Short-term rentals may be permitted on properties zoned Open Space (OS); Rural Residential (RR); Rural Residential Starlite; One-Family Residential (R1); and, Single Residence Mobile Home Combined (RMH), subject to the following requirements and limitations:

- a. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this Code.
- b. Each short-term rental shall have a Host or Manager readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the Manager of a non-hosted short-term rental shall immediately be provided in writing to the Inyo County Planning Department, to neighboring properties with 300-feet of the short-term vacation rental, and on any postings required by this chapter.
- c. Only one hosted rental per parcel may be permitted.
- d. Only one non-hosted rental per parcel may be permitted, provided that the owner also possesses a permit for a hosted rental.
- e. No more than two parcels on which short-term rentals are permitted may share a common owner.
- f. No more than five (5) guestrooms per dwelling unit may be permitted for short-term rental activity.
- g. Issuance of a hosted and/or non-hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur.
- h. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or Environmental Health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.
- i. Only two (2) renters are allowed per guestroom. This number does not include children three (3) years and under.
- j. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.

- k. Outdoor amplified sound is prohibited.
- l. Quiet hours shall be from 9:00 p.m. to 7:00 a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.
- m. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.
- n. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view
- o. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.
- p. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20 – Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements.

18.73.040. Permit Application

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the Planning Director.

- a. The application shall include:
 - 1. Proof of ownership of the subject property;
 - 2. Name, address, and contact information of the owner;
 - 3. Name, address, and contact information of all other record owners of the subject property;
 - 4. Name, address and contact information for the owner’s local emergency contact representative in the event the owner is the manager and is unable to be contacted;
 - 5. A site plan prepared on an 8.5”x11” piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s).
 - 6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;
 - 7. A copy of the rules, regulations, and information that will be posted in a prominent place within six (6) feet of the front door of the short-term rental;
 - 8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the County;
 - 9. A deposit for the cost of the County mailing notice of permits granted to property owners and neighbors of an approval short-term rental within three hundred feet (300') of the subject property;
 - 10. For hosted rentals only:
 - i. A Planning Department issued neighborhood agreement form signed by each resident within 300-feet of the proposed hosted rental. If the

applicant is unable to obtain the required signatures, the applicant shall provide proof of his/her reasonable attempts to gather those signatures.

- b. Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete.

18.73.050. Hosted Rental Permit Review Process

- a. The Planning Director shall review completed applications for hosted short-term rentals. The Planning Director shall not approve the application absent a finding that the use will comply with the requirements of this Code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. As part of the hosted rental application review, the Planning Director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The Planning Director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including but not limited to conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.
- c. The decision of the Planning Director may be appealed to the Planning Commission pursuant to Chapter 18.81 of this Code. The Planning Commission shall review the application in the manner set forth for vacation rental applications in section 18.73.090.

18.73.060. Non-Hosted Short-Term Rental Permit Review Process

- a. Upon receipt of a complete application for a non-hosted short-term rental, the Planning Director shall cause the application to be placed on a Planning Commission agenda for the review of the application as generally required by Chapter 18.81 of this Code. The Planning Director may provide a recommended action and/or any other relevant information to the Planning Commission as part of the agenda item. Approval of an application for a non-hosted short-term rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. The decision of the Planning Commission may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

18.73.070. Permit Modification and Revocation

- a. The Planning Director may revoke or modify a short-term rental permit as follows:
 - 1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the Planning Director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice.

The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

- i. Following the hearing, the Planning Director may revoke or modify the approval upon making one or more of the following findings:
 - a. The approval was obtained by fraud;
 - b. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
 - c. The conditions of approval have been or are being violated;
 - d. The short-term rental activity constitutes a public nuisance.
2. Notice of decision. A written notice of the Planning Director's decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings.
- b. Appeal. The decision of the Planning Director to modify or revoke a short-term rental application may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

18.73.080. Enforcement

- a. Initial complaints. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or manager identified in the short-term rental permit. The owner for hosted or, the manager for non-hosted short-term rentals, ~~the manager~~ shall be responsible for contacting the tenant to correct the problem within ninety (90) minutes, or within forty-five (45) minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The ~~owner off for hosted, or the manager for non-hosted short-term rentals, the manager~~ shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County Planning Department within twenty-four (24) hours of the occurrence. Failure to respond to complaints or report them to the Planning Department within twenty-four (24) hours of the occurrence shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.
- b. The County may enforce the provisions of this Chapter in accordance with Chapter 22 of this Code."

SECTION TWO: Environmental Determination. The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and is found to be exempt pursuant to Section 15061(b)(3) (general rule) of the CEQA Guidelines, in that the County finds that it can be seen with certainty that

there is no possibility that the passage of this ordinance amending the County Code will have a significant effect on the environment.

SECTION THREE: Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chair
Inyo County Board of Supervisors

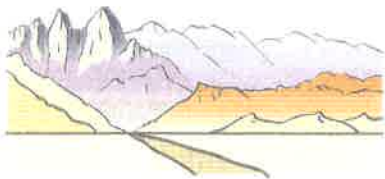
ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

#32



Inyo County Superintendent of Schools

Lisa Fontana

RECEIVED

2018 FEB -8 PM 2: 23

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Date: February 2, 2018
To: Inyo County Board of Supervisors
From: Dr. Lisa Fontana, Inyo County Superintendent of Schools
Subject: **Order of Election and Request for Consolidated Election**

There have been no changes in the boundaries of the Inyo County Board of Education trustee areas.

The Inyo County Board of Education requests consolidation with the June 5, 2018 election.

Attached is the order of Election ratified at the Inyo County Board of Education meeting on January 18, 2018, and copies of the agenda and minutes of the meeting.

Respectfully,

A handwritten signature in blue ink that reads "Lisa Fontana". The signature is fluid and cursive.

Dr. Lisa Fontana

ORDER OF ELECTION
Inyo County Board of Education
Resolution No. 2018-01

TO: Inyo County Clerk

FROM: Inyo County Board of Education

WHEREAS the election for Trustees of the Inyo County Board of Education is to be held on

JUNE 5, 2018

NOW THEREFORE BE IT RESOLVED that at said election there will be a total of 3 offices to be voted upon to elect Trustees to serve until their terms expire (Ed. Code §1007) and,

The Trustee Areas up for election

are 1st, 3rd, and 5th

That Trustees for the Inyo County board of Education are elected by Trustee Area. Candidates must qualify by area and only those voters residing within a trustee area may vote for candidates within that area and,

FURTHERMORE this election is to be held pursuant to Board action, and the Board has determined the following election particulars:

- A. Length of Candidates' Statements shall not exceed 200 words (Specify either 200 or 400 words (E.C. §13307a))
- B. The cost of the Candidates' Statements shall be paid by the CANDIDATES (Specify candidate or district (E.C. §13307e))
- C. In the case of a tie vote, the election shall be determined by LOT (Specify by lot or run off election)
- D. That all election costs shall be paid by the County Board of Education in accordance with §10517 and 10520 of the California Elections Code. The Board hereby requests the Inyo County Clerk to provide all necessary assistance and services under these provisions.
- E. The Board requests that if our election is contained either wholly or in part within any other jurisdiction going to election on the same date that our election be consolidated with said election so that the same polling places may be used and only one form of ballot required. (E.C. §10403)
- F. The County Board of Education hereby certifies that:

There have been no Trustee Area boundary changes since our last election

There have been changes to Trustee area boundaries since our last election as shown on the attached map and/or description.

IT IS HEREBY ORDERED that the Clerk of the Inyo County Board of Education shall deliver not less than 125 days prior to the date set for the election a copy of this Resolution and Order to the Inyo County Clerk and the Inyo County Board of Supervisors.

The foregoing Resolution and Order was adopted by a formal vote of the Inyo County Board of Education, being the Board authorized by law to make the designations therein contained on _____, 20____, by the following vote:

Ayes:

S-Langley, Kemp, R. Amason, Heider, Ash

Noes:

0

Absent:

0

CERTIFICATION

STATE OF CALIFORNIA, County of Inyo

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Inyo County Board of Education named therein at a duly constituted Regular meeting of said Board which was open to the public, held at its usual meeting place on JANUARY 18 2018 as it appears upon the minutes of said meeting of the Board

1/18/18

Date

(Signed)

[Signature]

Secretary of the Governing Board

at

Bishop, CA

Place Executed

INYO COUNTY BOARD OF EDUCATION
Meeting – Thursday, January 18, 2018

Inyo County Superintendent of Schools
George Lozito Conference Room
166 Grandview Drive
Bishop, California

Regular Meeting 1:00 p.m.

AGENDA

I. PRELIMINARY ACTION

- A. Call to Order**
- B. Flag Salute**
- C. Roll Call/Quorum**
- D. Approval of the Agenda**

II. PUBLIC COMMENT SESSION

At this point, members of the audience, staff and/or Board may make statements to the Board. Please be sure to obtain a handout regarding our meetings from the Board secretary, Kim Cash.

III. PUBLIC HEARINGS – Timed Item 1:10

A. Approval of College Bridge Charter School Petition

- 1. Motion to Open Public Hearing Action
- 2. Shall the Inyo County Board of Education approve a charter petition from College Bridge Academy? Information
- 3. Motion to Close the Public Hearing Action

B. Approval of The Education Corps Charter School Petition

- 1. Motion to Open Public Hearing Action
- 2. Shall the Inyo County Board of Education approve a charter petition from The Education Corps? Information
- 3. Motion to Close the Public Hearing Action

C. Approval of YouthBuild Charter School Petition

- 1. Motion to Open Public Hearing Action
- 2. Shall the Inyo County Board of Education approve a charter petition from YouthBuild Charter School? Information
- 3. Motion to Close the Public Hearing Action

D. Approval of CRCD YouthBuild Charter School Petition

- 1. Motion to Open Public Hearing Action
- 2. Shall the Inyo County Board of Education approve a charter petition from CRCD YouthBuild Charter School? Information
- 3. Motion to Close the Public Hearing and Return to Regular Session Action

IV. PRESENTATION

- A.** Inyo Council for the Arts – School Arts, Poetry Out Loud, Community Reads, Grants Information

V. ACTION SESSION

A. General Functions of the Board

- 1. Approval of Consent Agenda Items (attached) Action
 - a. Approval of Minutes from December 4, 2017 (Regular Meeting)
 - b. Approval of Minutes from December 5, 2017 (Special Meeting)
 - c. Approval of Minutes from December 6, 2017 (Special Meeting)
 - d. Approval of Minutes from December 29, 2017 (Special Meeting)

B. Business

- 1. Acceptance of the 2016 -17 Audit Report (handout) Action
- 2. Approval of College Bridge Charter School Petition (handout) Action
- 3. Approval of The Education Corps Charter School Petition (handout) Action
- 4. Approval of YouthBuild Charter School Petition (handout) Action
- 5. Approval of CRCD YouthBuild Charter School Petition (handout) Action

INYO COUNTY BOARD AGENDA

January 18, 2018

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- 6. Discussion - Extending Special Services Contract for Terry McAteer to June 30th, 2023 (attached) Information
- 7. Approval of Extending Special Services Contract for Terry McAteer to June 30th, 2023 Action
- 8. Ratify Order of Election Resolution 2018-01 (attached) Action
- 9. Set Date for Annual Review of Superintendent's Goals and Salary Information

C. Open Items

- 2. Board/Superintendent Round Table Information
 - a. Community Star May 17, 2018 (attached)
 - b. COE Personnel Overview – Organizational Chart (attached)
 - c. Board Training Opportunities – CSBA (attached)

D. Correspondence

- 1. Thank You Letters from Nevada Bound Attendees (attached) Information
- 2. Eighth-graders to Cerro Coso and UNR Article (attached) Information

VI. CLOSED SESSION

- 1. Moved by ___ and seconded by ___ that the Board convene into closed session to discuss the following items: Gov Code §54957 – Superintendent Evaluation
- 2. Moved by _____ and seconded by _____ that the Board reconvene into open session.
- 3. Report of any action taken in closed session.

VII. ADJOURNMENT - Next Meeting – Thursday, February 15, 2018 – Inyo County Superintendent of Schools, Independence 1:00 p.m. (Regular Meeting)

**INYO COUNTY BOARD OF EDUCATION
REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES**

PRELIMINARY ACTION

1. Call to Order - The meeting was called to order at 1:00 p.m. at the Inyo County Superintendent of Schools office in Bishop, CA. L. Rasmuson led the flag salute.
2. Roll Call/Quorum - Roll call established a quorum with the following members present:

| | | |
|---------------------------------------|----------------------------|------------------------------|
| Chris Langley, Board President | Alden Nash, Vice President | LeeAnn Rasmuson, Member |
| David Hefner, Member | Mary Kemp, Member | |
| Staff: Kim Cash-Miller | ICSOS Employee: Tom Snyder | Lisa Fontana was out of town |
| Charter School Liaison: Terry McAteer | | |
| Public: Lynn Cooper | Erin Livingston | Media: Charles James |
3. Approval of the Agenda – M. Kemp moved, seconded by A. Nash to approve the agenda. Motion carried 5-0.

PRESENTATION

1. L. Cooper and E. Livingston from Inyo Council for the Arts gave a presentation on some of the programs and grants they are currently working on including: Poetry Out Loud on February 15th, the Community Reads kick off event on March 9th, and a large grant for art classes for at-risk youth. The Inyo County Probation department will be partnering with the Arts Council on this grant.

PUBLIC HEARINGS

1. Public Hearings on approving four charter school petitions: College Bridge Academy, The Education Corps, YouthBuild, and CRCD YouthBuild Charter Schools – Timed Item 1:15 p.m. M. Kemp moved, seconded by D. Hefner to open the Public Hearings. A. Nash moved, seconded by D. Hefner to allow hearing all four items together. Motion carried 5-0. There was discussion by T. McAteer about the Charter operations, staff, and enrollment. He explained some of the sites are project based schools for 18-25 year olds and some of the charters have more standardized instruction for ages 14-18 complete with Back to School nights, and college trips. A question came up about the automatic renewal of charters wording on all four of the petitions. That wording will be removed from the petitions. D. Hefner moved, seconded by A. Nash to close the Public Hearing and return to open session. Motion carried 5-0.

PUBLIC COMMENT SESSION

1. C. James commented that he will be working on a Broadband Consortium with our CTO J. Norcross. They are creating a technology resource website that will have internet carrier and wi-fi information available to the public. He is also teaching computer classes at the Senior Center. C. James would like to interview the Community Star honorees this year and he would like an insert in the local newspapers about the Community Star event that ICSOS sponsors every year.

ACTION SESSION

1. Consent Agenda – M. Kemp moved, seconded by L. Rasmuson to approve the consent agenda items which included the December 4th, December 5th, December 6th and the December 29th meeting minutes noting that changes were needed for the December 5th and December 6th minutes. M. Kemp was not at those two meetings and had been added in error. Minutes have been corrected. Motion carried 5-0.

BUSINESS

1. Acceptance of the 2016 -17 Audit Report – M. Kemp moved, seconded by D. Hefner to approve. Motion carried 5-0.
2. Approval of College Bridge Charter School Petition – D. Hefner moved, seconded by M. Kemp to approve. Motion carried 5-0.
3. Approval of The Education Corps Charter School Petition – M. Kemp moved, seconded by A. Nash to approve. Motion carried 5-0.
4. Approval of YouthBuild Charter School Petition – L. Rasmuson moved, seconded by M. Kemp to approve. Motion carried 5-0.
5. Approval of CRCD YouthBuild Charter School Petition – D. Hefner moved, seconded by L. Rasmuson to approve. Motion carried 5-0.
6. Discussion - Extending Special Services Contract for T. McAteer. Information only.
7. Approval of Extending Special Services Contract for T. McAteer – D. Hefner moved, seconded by M. Kemp to approve. Motion carried 5-0.
8. Ratify Order of Election Resolution 2018-01 – M. Kemp moved, seconded by L. Rasmuson to ratify. Motion carried 5-0.
9. Set Date for Annual Review of Superintendent's Goals and Salary – A tentative date is set for March 15th, 2018. Information only

OPEN SESSION

1. Board/Superintendent Round Table Report – K. Cash-Miller discussed some of the upcoming events we have including the annual Community Star in May, and ICSOS is offering computer classes and English for Spanish speakers at Bishop Union High School.

INYO COUNTY BOARD MINUTES

January 18, 2018

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CORRESPONDENCE

1. Correspondence – Included thank you letters from Inyo County students that attended the UNR Nevada Bound trips in Reno, and a newspaper article about eighth grade students' college day at Cerro Coso and UNR.

CLOSED SESSION

1. M. Kemp moved, seconded by L. Rasmuson to convene into closed session to discuss the following items: Gov Code § 54957 - Superintendent. Motion carried 5-0.
2. D. Hefner moved, seconded by A. Nash to reconvene into open session. Motion carried 5-0.
3. C. Langley reported that there was no action taken in closed session

ADJOURNMENT

The meeting adjourned at 3:20 p.m. to the next regular meeting: Thursday, February 15th, 2018 in Independence.

Respectfully submitted,

Lisa Fontana, Inyo County Superintendent/Secretary to the Board