

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.

April 17, 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 LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
5. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957] –** Title: County Administrator.
6. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957] –** Title: Public Works Director.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

7. **REPORT ON CLOSED SESSION**
8. **PUBLIC COMMENT**
9. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
10. **PROCLAMATION – Health and Human Services –** Request Board approve a proclamation declaring April 27, 2018 as Children's Memorial Day in Inyo County.

CLERK-RECORDER-REGISTRAR OF VOTERS

11. Request Board: A) approve the printing costs of the materials for the June 5, 2018 Direct Primary Election by ProDocument Solutions, Inc. (also known as ProVoteSolutions) in an amount not to exceed \$30,000; and B) authorize the pre-payment of \$6,858 to ProDocument Solutions, Inc. (estimated half of the total estimated printing cost) in order to obtain a discount of 2%.

COUNTY ADMINISTRATOR

12. ***Recycling and Waste Management*** – Request Board: A) approve the agreement between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Big Pine Transfer Station and Independence and Lone Pine landfills, in an amount not to exceed \$3,900 for the period of July 1, 2018 through June 30, 2019 with two options to extend the contract subject to Board approval and adoption of future County budgets; and B) authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

COUNTY COUNSEL

13. Request Board approve the County's entry into a proposed Professional Services Agreement with Baron & Budd P.C., Greene, Ketchum, Farrell, Bailey & Tweel, LLP, Hill Peterson Carper Bee & Deitzler PLLC, Levin Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA, McHugh Fuller Law Group, Powell & Majestro, PLLC for representation and provision of legal services to the County, on a contingency fee basis, with respect to certain litigation in federal court pertaining to the "opioid epidemic;" and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

HEALTH & HUMAN SERVICES

14. Request Board appoint Brian Cotter to a two-year term on the Inyo County Emergency Medical Care Committee ending December 31, 2018 and representing Southern Inyo Hospital. (*Notice of Vacancy resulted in request for appointment from Mr. Cotter only.*)

PUBLIC WORKS

15. ***Road Department*** – Request Board approve: A) Mission Linen Rental Service Agreement for uniform supply and laundry services, for \$18,786.04/year plus 20% for contingencies (damaged or lost uniform replacement), for a total amount of \$22,543.25/year; B) Addendum A modifying the term of the agreement to a 48-month contract; and C) authorize the Public Works Director to sign.

SHERIFF

16. Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Western Summit Enterprises, Inc. dba Mountain Investments for repeater site space at El Paso Peak, at the rate of \$765.44 per month with 4% yearly increases, extending the term for 10 years, beginning June 1, 2018 through May 31, 2028, contingent upon the Board's approval of the 2017-2018 and future year budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. Request Board: A) approve the 2018 Financial & Operational Plan (Agreement) for Controlled Substance Operations with the U.S. Forest Service, reimbursements in the amount of \$5,000, contingent upon adoption of the Fiscal Year 2017-2018 Budget; and B) authorize the Inyo County Sheriff and Board Chairperson to sign the Plan/Agreement and all necessary documents.

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

18. **COUNTY ADMINISTRATOR – Personnel** – Request Board:
- A. Reappoint Nathan Reade to a new four-year term as the Inyo County Agricultural Commissioner; and
 - B. Approve contract between the County of Inyo and Nathan Reade for the provision of personal services as the Inyo County Agricultural Commissioner at a monthly base salary of \$11,833.00 effective April 19, 2018, and authorize the Chairperson to sign; and
 - C. Approve Resolution 2018-21, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2017-54, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.
19. **COUNTY ADMINISTRATOR – Personnel** – Request Board:
- A) Approve and ratify job description for the Emergency Services Manager job description; and,
 - B) Authorize the County Administrator to sign a personal services contract with Kelley Williams for Emergency Services Manager for \$6,574 per month per month effective April 19, 2018, contingent on all appropriate signatures being obtained.
20. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of March 27, 2018.

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

- 11:00 a.m. 21. **BOARD OF SUPERVISORS** – The Board of Supervisors will:
- A) approve a proclamation recognizing April 22, 2018 as Earth Day and encouraging participation in local Earth Day events;
 - B) recess so that its members may attend the public unveiling of Inyo County's "Recyclescope," an interactive, educational public art project. *(The meeting will be reconvened, if necessary, at the discretion of the Chairperson and at the Board's convenience.)*

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

22. **Big Pine Fire Protection District** – Request Board approve the re-scheduling of Big Pine Fire Protection District Governing Board Elections from odd-numbered years to even-numbered years in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and approve the consolidation of the District's Governing Body Elections with the Statewide General Election pursuant to Elections Code 10404.

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

23. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

24. **California Department of Alcoholic Beverage Control** – Application for person-to-person transfer of off-sale beer and wine liquor license from 2go Tesero Company of San Antonio, TX, filed by Western Refining Retail, LLC, 466 S. Main St., Bishop, CA.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Scheduled Time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Proclamation declaring April 27, 2018 as Children's Memorial Day

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a proclamation declaring April 27, 2018 as Children's Memorial Day in Inyo County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On April 24, 1997, the California Assembly passed House Resolution 25. Through this Resolution, the Assembly declared that the fourth Friday of April is proclaimed as "Children's Memorial Day", and that the Children's Memorial Flag be flown on this day each year in remembrance of those children whose lives were cut short by senseless violence.

The month of April is designated as Child Abuse Prevention Month and many activities are held and recognized during the month. The Office of Child Abuse Prevention (OCAP) encourages all California counties to participate in a statewide rising of the Children's Memorial Flag on Friday, April 27, 2018. Statewide participation in the raising of the Children's Memorial Flag will provide counties with an avenue to increase awareness of child abuse and neglect through a unified message and facilitate broader community involvement in child abuse prevention.

The attached proclamation recognizes the importance of the children in our community and the commitment we have to ensure their safety and well-being.

The Department is respectfully requesting approval of the attached proclamation declaring April 27, 2018 as Children's Memorial Day in Inyo County.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

Wild Iris, Bishop Paiute Social Services RAVE program, Northern Inyo Hospital NEST program, Rural Health Clinic, Probation, Toiyabe Indian Health Project, and Inyo County Superintendent of Schools

FINANCING:

N/A

APPROVALS

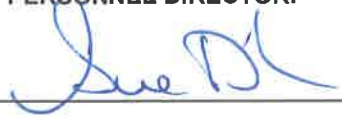
AUDITOR/CONTROLLER:

n/a

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

Approved: _____ Date: _____

PERSONNEL DIRECTOR:



PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)

Approved:  _____ Date: 4/6/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/6/18



**A PROCLAMATION OF THE
INYO COUNTY BOARD OF SUPERVISORS
PROCLAIMING APRIL 27, 2018
AS CHILDREN'S MEMORIAL DAY
THROUGHOUT INYO COUNTY**



IN MEMORY OF CHILDREN WHO HAVE DIED BY VIOLENCE

WHEREAS, the health, safety and well-being of children and youth in Inyo County is vital to ensuring they have the strongest start possible to thrive and succeed; and

WHEREAS, parents hold the primary responsibility for a child's health, safety and well-being and provide a foundation of love and support for their children, they are not alone as they work to keep their children safe; and

WHEREAS, educators, concerned citizens, community organizations, service providers and public officials all have vital roles in protecting our children and supporting families.

WHEREAS, Inyo County is committed to promoting and developing the capacity of families and communities to care for and protect vulnerable children and youth, and to maximizing the potential of every child in Inyo County by supporting healthy child development; and

WHEREAS, by surrounding children with positive relationships and experiences they are more likely to grow into confident, caring and productive adults; and

WHEREAS, all children have the right to be protected from all abuse, violence, exploitation and neglect; and

WHEREAS, throughout America, tragic cases of violence against children are occurring with increasing frequency and senselessness, destroying innocent lives and devastating families; and

WHEREAS, the people of Inyo County believe in the celebration of life, diversity and hope for the future through our children and deplore and condemn acts of violence committed against the children of our community.

NOW, THEREFORE, BE IT PROCLAIMED that in memory of children who have died or been impacted by violence, the County of Inyo, does hereby proclaim Friday, April 27, 2018, as "Children's Memorial Day" in the County of Inyo.

PASSED AND PROCLAIMED this 17th day of April 2018.

Attest: Kevin D. Carunchio
Clerk of the Board

By: _____
Assistant Clerk of the Board

Supervisor Dan Tothoroh, Board Chairperson



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
Agenda Number:
 11

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

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: 4/17/18

SUBJECT: Authorization of prepayment of half of the printing costs for the June 5, 2018 Direct Primary Election

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A) Approve the printing costs of the election materials by ProDocument Solutions, Inc. (also known as ProVoteSolutions) in an amount not to exceed \$30,000.00 for the June 5, 2018 Direct Primary Election.
- B) Authorize the prepayment of \$6,858.00 to ProDocumentSolutions, Inc (estimated 1/2 of the total estimated printing cost) in order to obtain a discount of 2%.



CAO RECOMMENDATION:

SUMMARY DISCUSSION: ProVoteSolutions Inc. (formerly Sequoia Voting Systems) has been the Sole-Source provider of ballot and election printing needs for Inyo County in excess of ten years. These services include printing Official Ballots, Sample Ballots, Candidate's Statements, translation services, Vote-by-Mail envelopes, Vote-by-Mail Instructions, Precinct kit materials, Election Officer Digests and all other election printing needs. Each election cycle, ProVoteSolutions offers a discount to counties on the overall estimated cost of printing election materials. In the past, Inyo County has opted to take advantage of this discount without issue. For the June 5, 2018 Direct Primary Election, ProVoteSolutions has offered a 2% discount on the cost of printing election materials, contingent upon prepayment of 1/2 of the estimated total cost. To help reduce the expenses of conducting the election, the Inyo County Elections Office is once again requesting that the Board of Supervisors authorize a prepayment in order to obtain the 2% discount.

ALTERNATIVES: The Board can deny authorization and not realize the discount.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funds are available in the FY 2017/2018 elections budget (011000-5316)

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> <u>3/28/18</u> 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>4/5/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

4/5/18



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

March 1, 2018

**Description of Prepayment 2% Discount Plan
June 5, 2018 Primary Election**

ProVote**Solutions** will offer to its Election Printing customers a **2%** Prepayment Discount Plan on your overall election costs for the 2018 Primary Election.

We offer, for your consideration, a **2%** discount plan which is based on prepayment of half of your estimated printing cost for the above election. The prepayment discount will be applied to the final invoice amount. The remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid.

The 2018 Prepayment **2%** Discount Plan details are as follows:

1. Your Sales Representative will supply the dollar amount representing your estimated printing costs for your county.
2. A county wishing to participate in this plan shall submit payment of dollar amount issued on the invoice representing 50% of the estimated printing cost for the County.
3. Payment of invoice must be received before **April 1, 2018** in order for the **2%** discount to be applied on the County's final invoice for the 2018 Primary Election.
4. Following completion and delivery of all election materials by ProVote, an invoice will be issued in the full amount (100%) of the election printing cost. The **2%** discount will be deducted from the printing cost total; freight will not be discounted. Sales tax is based on balance due after discount amount has been applied on the election printing cost.
5. Your prepayment amount will be credited against the final "Invoice Total," which will include applicable sales tax.
6. The remaining balance must be received **no later than 30 days** from the date of the final invoice. If payment is received after the 30-day deadline, then the **2%** discount will be valid only for the amount of the prepayment.
7. Whether participating in **2%** Discount Plan or not please sign Letter of Intent for materials that will be supplied by ProVote**Solutions** and fax information to 800-726-0067

We hope you consider this discount plan. It is our intent and belief that this arrangement will be of significant value for your county. If you expect to pursue this offer, we would appreciate the early receipt of notification of your intention. Please find enclosed a "Letter of Intent" on which your sales representative has your estimated total printing cost to be supplied by ProVote. **Your signature is required.**

INQUIRES: Linda Boyington, Accounting

800 726 0080
lindab@prodocumentsolutions.com



Date:	3/1/2018
Invoice No:	61864
Terms:	Net 30
Customer PO:	
Job No:	
Salesperson:	Nancy Pillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
Inyo County
Attn: Kammi Foote
P.O Drawer F
Independence, CA 93526-0606

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	STATEWIDE DIRECT PRIMARY ELECTION JUNE 5, 2018		
	Prepayment Discount Plan		\$6,858.00
	SUBTOTAL		\$6,858.00
		TOTAL DUE	\$6,858.00

REMIT TO:
ProDocumentSolutions, Inc
1760 Commerce Way
Paso Robles, CA 93446



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

LETTER OF INTENT ProVoteSolutions

COUNTY OF: INYO

DATE: March 1, 2018

ELECTION OFFICIAL: KAMMI FOOTE

PHONE: 760-878-0220

**MAILING ADDRESS: P.O. BOX F
INDEPENDENCE, CA 93526-0606**

Upon Completion please sign and fax to: 800 726 0067

[] We want to take advantage of the discount and understand that ProVoteSolutions needs to receive a check for 50% of the estimated printing costs before **April 1, 2018**.

[] We wish to decline the **2%** discount offer.

The estimated dollar amount for the costs of production and Election materials from ProVoteSolutions for the June 5, 2018 Election will be **\$13,716** divided by 2 = **\$6,858**. Invoice enclosed if you wish to accept. Remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid. (Please refer to Prepayment Plan)

Authorized Signature (*Required*)

Date

Title

Comments/Questions _____

Thank you for your confidence in ProVoteSolutions!



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

MARCH 2018

ESTIMATE FOR PRE-PAYMENT

**BILL TO: INYO COUNTY CLERK RECORDER
 P. O. DRAWER F
 INDEPENDENCE, CA 93526-0606
 Attn: Kammi Foote**

**STATEWIDE DIRECT PRIMARY ELECTION
 June 5, 2018**

OFFICIAL IMAGECAST BALLOTS				\$4,364.00
1	Machine Setup	@	\$400.00 /Lot	\$400.00
10	Digital Print / per Precinct Style	@	\$80.00 /ea BT	\$800.00
4,000	Printing Official Ballots -11" Ballot	@	\$280.00 /M	\$1,120.00
6,500	Printing VBM/Mail Ballots -11" Ballot	@	\$280.00 /M	\$1,820.00
800	Printing DUPLICATE Ballots -11" Ballot	@	\$280.00 /M	\$224.00
500	Blank Ballot Paper	@		
2 SETS PREMARKED TEST DECKS				\$524.00
20	Setup: Total Ballot Types / Precincts	@	\$16.00 /ea	\$320.00
600	11" Ballot	@	\$0.34 /ea	\$204.00
INSTRUCTION SHEETS, With I VOTED STICKER				\$890.00
7,000	8-1/2 x 11, 1000, Yellow, 24# bond, folded, 6,000 White 24# bond, folded	@	\$890.00 /Lot	\$890.00
SAMPLE BALLOT BOOKLETS				\$6,025.79
JOB				
1	Election Setup-Covers	@	\$950.00 /Lot	\$950.00
3	Ballot Type Changes	@	\$100.00 /ea	\$300.00
12	Sample Ballot Page Setup	@	\$102.00 /ea	\$1,224.00
2	Candidate Statement Page Setup	@	\$102.00 /ea	\$204.00
Electronic Copy Input				
1	1/2 Page Candidate Statements	@	\$48.00 /ea	\$48.00
1	Full Page Candidate Statements	@	\$43.00 /ea	\$43.00
Misc. Book Charges				
3	14-VP-1114; 14-IVI-0614; 14-GOGREEN (0614)	@	\$60.00 /ea	\$180.00
Booklet Run Charges				
10,650	12 Page (6 Part)	@	\$288.90 /M	\$3,076.79
PRECINCT SETS/SUPPLIES				\$1,404.00
15	Precinct Sets	@	\$90.00 /ea	\$1,350.00
15	E999 Precinct Supply Box	@	\$3.60 /ea	\$54.00
SPANISH TRANSLATIONS				\$508.90
1	Translations	@	\$288.90 /Lot	\$288.90
4	4 PDF Ballot Facsimiles	@	\$55.00 /Lot	\$220.00

SUBTOTAL \$13,716.69



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: **Recycling Waste Management**

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Agreement between County of Inyo and Preferred Septic for Chemical Toilet Services at Landfills

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) approve the agreement between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Big Pine Transfer Station, Independence, and Lone Pine landfills in an amount not to exceed \$3900.00 for the period of July 1, 2018 through June 30, 2019 with two options to extend the contract subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION: Recycling Waste Management (RWM) utilizes chemical toilets at the Big Pine Transfer Station, and the Independence and Lone Pine landfills for on-site personnel. Servicing will be provided once per week at all locations. RWM requested bid proposals from chemical toilet service providers, with Preferred Septic and Disposal submitting the lowest bid to provide and service the chemical toilets.

Inyo County Recycling Waste Management solicited bids for this service; Preferred Septic and Disposal submitted the low bid. The bids are summarized as follows:

- Bishop Waste Disposal \$4374.00
- Preferred Septic & Disposal \$3900.00

The services contract is scheduled for a three-year term, 2018-2021.

ALTERNATIVES: Toilets must be provided for employees. This agreement provides toilet accommodations primarily for RWM site personnel and to the public on occasion. Site attendants would have to leave the sites without this service; operations require personnel to remain on site during operating hours. Alternatively, permanent toilets could be installed.

OTHER AGENCY INVOLVEMENT: Preferred Septic and Disposal, County Counsel, and Auditor/Controller

FINANCING: These services will be budgeted in the Solid Waste Budget 045700, Object Code 5265, Professional Services.

<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.) <div style="text-align: right;">Approved: <u>yes</u> Date <u>4/6/18</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>yes</u> Date <u>3/13/2018</u></div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>

DEPARTMENT HEAD SIGNATURE: Richard J. Brunner Date: 3-16-18
 (Not to be signed until all approvals are received)
 Arf chemical toilets bid award.doc

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the CHEMICAL TOILET SERVICES services of PREFERRED SEPTIC AND DISPOSAL of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by CAP AUBREY, whose title is: RECYCLING SUPERINTENDENT. 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. INTIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From JULY 1, 2019 through JUNE 30, 2020
- b. From JULY 1, 2020 through JUNE 30, 2021

County may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

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 \$3900.00XXXXXXXXXXXX (initial term); \$3900.00XXXXXXXXXXXX (option 1); \$3900.00XXXXXXXXXXXX (option 2); for a total of \$3900.00XXXXXXXXXXXXXXXXXXXXXXXXXXXX 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	
RECYCLING WASTE MANAGEMENT	Department
163 MAY ST	Street
BISHOP, CA 93514	City and State

Contractor:	
PREFERRED SEPTIC & DISPOSAL	Name
1280 N. MAIN ST SUITE 1	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 PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Dale Comontofski
Signature

Dated: _____

Dale Comontofski
Print or Type Name

Dated: 4-2-2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL**

AND _____

CHEMICAL TOILET SERVICES

FOR THE PROVISION OF _____

SERVICES

TERM:

JULY 1, 2018

JUNE 30, 2021

FROM: _____

TO: _____

SCOPE OF WORK:

Supply and Service of three (3) Chemical Toilets to be located at the Big Pine Transfer Station, and Independence and Lone Pine Landfills.

The service will be provided no less frequently than once per week for each toilet at each location.

The chemical toilets can be a standard unit with the following additions:

Hand-washing basin with a minimum of a 10 gallon holding tank for water.

Soap Dispenser

Paper towel dispenser

Small waste basket

Three (3) chemical toilets with additions, serviced 1 time per week.

NOTE: Drain and refill each unit with a minimum of ten (10) gallons of fresh water and one (1) ounce of bleach during each service.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Recycling Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL**

AND _____
CHEMICAL TOILET SERVICES

FOR THE PROVISION OF _____ SERVICES

TERM:

JULY 1, 2018 JUNE 30, 2021
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

County will pay contractor \$3900.00 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR ALL THREE FISCAL YEARS \$3900.00.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES

TERM:

FROM: JULY 1, 2018

TO: JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: County Counsel

FOR THE BOARD MEETING: April 17, 2018

SUBJECT: Professional Services Agreement related to County participation in national opioid litigation

DEPARTMENTAL RECOMMENDATION:

Approve County entry into proposed Professional Services Agreement with Baron & Budd P.C., Greene, Ketchum, Farrell, Bailey & Tweel, LLP, Hill Peterson Carper Bee & Deitzler PLLC, Levin Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA, McHugh Fuller Law Group, Powell & Majestro, PLLC ("Counsel"), and authorize the Chair to sign said Agreement on behalf of the County, contingent upon appropriate signatures. The Agreement will provide for named Counsel to represent and provide legal services to the County, on a contingency fee basis, with respect to certain litigation in federal court pertaining to the "opioid epidemic."



SUMMARY DISCUSSION:

On April 10, 2018, it was announced out of closed session that your Board had given direction to legal counsel to facilitate the County's participation in certain national litigation related to what has been referred to as "the opioid epidemic." Through the proposed Professional Services Agreement, the County would be retaining several firms – through the lead firm of Baron & Budd – to represent the County in that litigation as part of a "consortium" of approximately 20 California counties. The firm would be paid on a contingency basis, out of any recovery obtained through the litigation. The contingency fee rate for the consortium counties is 18% (lower than the rate that would otherwise be charged for an individual small county). The Agreement makes clear that there is no fee if there is no recovery. Time if of the essence if the Board wishes to participate in the consortium.

ALTERNATIVES: Your Board could choose not to approve this Agreement, in which case the County would not participate at this time in national opioid litigation as part of the consortium of counties.

OTHER AGENCY INVOLVEMENT: Other California counties who opt to participate in the consortium discussed above.

FINANCING: No cost or impact to the County general fund. As discussed above, the firm is only paid if there is a recovery through the litigation.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/11/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>eyes</u> Date <u>4/10/18</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> <u>N/A</u> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/10/18

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

COUNTY OF INYO PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into effective as of April 17, 2018 (“Effective Date”) by and between the COUNTY OF INYO, a political subdivision of the State of California (“County” or “Client”) and Baron & Budd, P.C., Greene, Ketchum, Farrell, Bailey & Tweel, LLP, Hill Peterson Carper Bee & Deitzler PLLC, Levin Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA, McHugh Fuller Law Group, Powell & Majestro, PLLC (“Counsel”) with reference to the following facts:

RECITALS

- A. County is in need of legal services to assist the County in connection with Opioid Litigation (“Action”).
- B. It is necessary that County contract for these specialized legal services.
- C. Counsel possesses the specialized legal skills and expertise necessary to represent the County in connection with the Action.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants listed below to be performed by the respective parties, it is agreed as follows:

SECTION 1: ENGAGEMENT OF COUNSEL

1.1 Engagement of Counsel/Scope of Services. Counsel shall provide those legal services necessary to litigate, pursue, and resolve all claims and remedies against certain Opioid Manufacturers and Distributors responsible for the opioid epidemic in Inyo County, including but not limited to claims for public nuisance (“the Case”). Counsel is being retained by the Office of County Counsel to perform legal services for the County. The County is the client of Counsel, who shall work directly with the Office of County Counsel in the provision of legal services to appropriate County officers and employees as authorized and directed by the Office of County Counsel. In performing these services, Burton Leblanc and/or John Fiske (“Counsel’s Representative”) shall personally conduct or shall oversee and direct the rendering of professional services, assisted by attorneys other attorneys and paralegals employed by Counsel as Counsel deems necessary or appropriate, with concurrence of County Counsel or his designee (hereinafter referred to as the “County’s Representative”).

1.2 Counsel’s Performance. Counsel shall, in a professional manner and in accordance with the highest fiduciary standards, furnish all labor, technical, administrative, professional and other personnel necessary to provide the services required under this Agreement to the satisfaction of County.

1.2.1 Independent Contractor. Counsel is, for all purposes of this Agreement, an independent contractor, and neither Counsel nor Counsel’s employees shall be deemed to be employees of County. Counsel shall perform its obligations under this Agreement according to

Counsel's own means and methods of work which shall be in the exclusive charge and under the control of Counsel, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Counsel nor Counsel's employees shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.2.2 Counsel's Subcontractors. Counsel shall not engage the services of any subcontractor to perform any of Counsel's duties hereunder without the prior written consent of County's Representative; provided, however, that this provision shall not require County's approval of contracts of employment between Counsel and its employees, or of parties named by Counsel in its proposal, as submitted to the County, to perform work under this Agreement. As used herein, the term "subcontractor" means an independent contractor who furnishes supplies or services to Counsel pertaining to this Agreement other than standard commercial supplies, office space and clerical and other non-professional services. Unless approved in writing by County's Representative, retention by Counsel of any subcontractor shall be at Counsel's sole cost and expense, and County shall have no obligation to pay Counsel's subcontractors; to support any such person's or entity's claim against the Counsel or other parties; or to defend Counsel against any such claim. Counsel shall indemnify and hold County harmless from all claims whatsoever arising out of the demands of Counsel's subcontractors or suppliers arising out of Counsel's performance of this Agreement. Use by Counsel of a subcontractor pursuant to this provision shall not relieve Counsel of any of its duties hereunder. "Subcontractor" as used in this paragraph does not include or mean Expert Consultants or Witnesses, as described in Paragraph 2.4, below.

1.2.3 Reviews of Counsel's Performance. The County's Representative and other County Personnel, as appropriate, will meet periodically with the Counsel to review Counsel's performance.

1.2.4 No Guarantee. Counsel cannot guarantee any particular outcome or result in the Case, which is expected to be contested and disputed by Defendants.

SECTION 2: COMPENSATION

2.1 Counsels' Fee. Subject to the provisions of Section 2.3, "Billing Guidelines," below, County shall pay a contingency fee to Counsel as described in paragraph 2.2, below:

2.2 Contingency Fee.

In consideration, CLIENT agrees to pay eighteen percent (18%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed fifty percent (50%) of the gross recovery. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

2.3 Reasonable Fee.

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

2.4 Litigation Expenses

BARON & BUDD, PC and/or the other law firms, hereinafter referred to as the “Attorneys or “Counsel,” shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including Expert Witness and Expert Consultant fees, the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.** Litigation Expenses will be reimbursed in accordance with Exhibit A.

2.5 In-Kind or Equitable Relief.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. The CLIENT agrees to compensate the Firm, contingent upon prevailing, by paying 18% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 18% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 18% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT’s claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then

the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

2.6 Division of Fees Among Counsel.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the California Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation of the CLIENT in writing; (2) the CLIENT is advised of the share that each lawyer is to receive and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable.

2.7 No Increase in Fees. Counsel shall not increase its fees during the term of this engagement.

SECTION 3: TERMINATION OR SUSPENSION OF AGREEMENT

3.1 Termination of Agreement By County. County, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract. Upon termination by County, Counsel will have the right to assert a lien for its pro-rata share of fees earned up to the date of termination.

3.2 Termination Of Agreement By Counsel. Counsel, on thirty days' prior written notice to County, may terminate this Agreement.

3.3 Disposition of Material and Records Upon Termination. On the effective date of any termination, Counsel shall immediately cease to perform any services under this Agreement. Counsel shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to County as soon as possible, and no later than the fifteenth day following the receipt of the above written notice of termination, together with a description of the cost of the Services performed to the date of termination.

SECTION 4: ADMINISTRATION

This Agreement shall be administered on behalf of County by the County Counsel, or County's Representative, and on behalf of Counsel by Counsel's Representative. Both County and Counsel warrant that County's Representative and Counsel's Representative have full authority to act for their respective parties hereunder.

4.1 Client Retains Decision Making Authority.

Client retains complete control of all decisions in the Action. Client in no way assigns its prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. This authority and controls include but are not limited to:

- (a) Decisions regarding settlement of the Action are reserved exclusively to the discretion of the Client's Board of Supervisors, as communicated directly to the Attorneys by the County Administrator or the Office of County Counsel.
- (b) Any of the Defendants that is the subject of the Action may contact County Counsel directly, without first having to confer with or get permission to do so from Attorneys;
- (c) The Client's Board of Supervisors through County Counsel will retain complete control over the course and conduct of the Action;
- (d) County Counsel retains veto power over any decisions made or proposed to be made by Attorneys;
- (e) A member of the County Counsel's office having expressly delegated or designated supervisory authority may and shall be personally involved in overseeing the Action and participating in all significant legal decisions; and
- (f) Attorneys shall provide all significant written court briefing and other submittals to the County Counsel's Office for review reasonably in advance of the filing or delivery deadline to allow for meaningful review and editing.

SECTION 5: INSURANCE

Counsel represents and warrants that it has obtained all professional liability and any other insurance required to practice law in the State of California under applicable provisions of the Business and Professions Code.

SECTION 6: CONFLICTS OF INTEREST

6.1 General.

(A) Prior to executing this Agreement, Counsel shall perform a detailed conflict of interest check and, on or before thirty (30) days following the effective date of this Agreement, shall report the results to County.

(B) During the course of this Agreement, Counsel shall not represent any other client (1) in a matter adverse to the County where such matter is substantially related to any work under this Agreement that Counsel is performing or has performed for the County, or (2) in any matter, whether or not related to Counsel's work under this Agreement, that will involve the filing of any lawsuit against the County (collectively items (B)(1) and (B)(2) are hereinafter referred to as, "an impermissible conflict of interest"), unless Counsel provides notice to County of the impermissible conflict of interest and obtains County's express written waiver of such conflict. When there is a disagreement between the parties to this Agreement as to whether or not Counsel has, or may in the foreseeable future have, an impermissible conflict of interest, County's

determination shall be final and dispositive of the issue. Accordingly, Counsel may be directly adverse to the County in a matter, without any additional consent, unless the matter constitutes an impermissible conflict of interest under this, or subsequent, engagements between County and Counsel. Where County determines that Counsel's representation, or intended representation, of any client constitutes an impermissible conflict of interest, then, unless County waives such conflict, Counsel shall, within five days of delivery of notice by County to Counsel, withdraw from the representation of the client as to the matter that gave rise to the impermissible conflict of interest, or, unless waived by County in writing, upon thirty days prior written notice to County, withdraw from representation of County, or both.

(C) Counsel shall not have any material financial interest, including, without limitation, interests in other Actions or contracts, and shall not acquire any such interest, direct or indirect, which would undermine Counsel's ability to be impartial or otherwise conflict with the performance of the services Counsel is required to perform under this Agreement. Counsel shall not employ or retain any person having any such material financial interest to perform any duties under this Agreement. Counsel shall not hire County's employees to perform any portion of the work or services provided for herein, including secretarial, clerical and similar incidental services, except upon the written approval of County.

SECTION 7: CHANGES

County may, at any time, by written order, make changes within the general scope of this Agreement; provided, that any material revision of such scope is subject to Counsel's prior consent. If any such change causes an increase or decrease in the compensation due to Counsel, Counsel may submit a written request for such adjustment to County within thirty(30) days following the date Counsel receives notification of a change. County's Representative may not authorize any change which adjusts the total price of this Agreement; such authorization and agreement may only be effected through a formal amendment of this Agreement.

SECTION 8: REPORTS, RECORDS AND OTHER PRINTED OR WRITTEN MATERIALS

8.1 Reports, Records and Other Printed or Electronic Documentation. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement, whether in printed or "electronic" format, shall be the property of the County of Inyo. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right without the express written consent of the County. Counsel shall submit reports to County in the form specified by County's Representative, or as may be specified elsewhere in this Agreement. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Counsel under this Agreement.

8.2 Audit and Inspection of Records. County shall have the right to audit and inspect those books, records and documents of Counsel, and other data in the possession of

Counsel, which pertain directly to Counsel's performance of its duties pursuant to this Agreement. Upon prior written request therefore from County, Counsel shall make such records available at County's offices, during regular business hours, for inspection, audit or reproduction, until the expiration of three years from the date of final payment to Counsel under this Agreement, or, if this Agreement is terminated pursuant to the provisions of Section 4.1, above, then such records shall be made available for County's inspection for (i) three years from the date of such termination, or (ii) until any litigation, appeal or claim submitted to mediation or arbitration arising out of such termination shall have been finally adjudicated or settled, whichever is longer.

8.3 Confidential Records and Findings. Any reports, studies, information, data, statistics, forms, designs, plans, procedures or systems of a confidential nature, or any form of knowledge of a confidential nature given to or prepared or assembled by Counsel under this Agreement, shall be kept strictly confidential, except as to shared, multiple clients in the same or similar litigation, shall be subject to all applicable privileges which may be held by the Office of County Counsel and/or its clients, and shall not be revealed or made available to any individual or organization without the prior written approval of the Office of County Counsel, except as to shared, multiple clients in the same or similar litigation.

SECTION 9: COMPLIANCE WITH LAWS AND POLICIES

Counsel shall become and remain informed of all applicable federal, State and local laws, ordinances, rules and regulations that may in any manner affect Counsel's performance of its services hereunder. Counsel shall comply with such laws and regulations during its performance of this Agreement, including, without limitation, the County and federal policies and procedures set forth in this Article 10. By inclusion of the laws and policies set forth in this Article 10 in its subcontracts, Counsel shall cause any subcontractor retained by Counsel to perform services hereunder to also comply with such laws and policies.

SECTION 10: DISPUTES

Except as may be otherwise provided in this Agreement, any dispute concerning a question of fact arising hereunder shall be decided by the County's Representative who shall furnish such decision to the Counsel in writing. The decision of the County's Representative shall be final and conclusive unless it is subsequently determined by a court of competent jurisdiction to have been erroneous. Counsel shall proceed diligently with the performance of this Agreement pending any decision by County's Representative on a dispute.

SECTION 11: GENERAL PROVISIONS

11.1 Assignment. Neither Counsel nor County shall have the right to assign their respective rights or obligations under this Agreement without the prior written consent of the other party.

11.2 Authority. Counsel represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Counsel are the duly designated agents of Counsel and are authorized to do so.

11.3 Contingency. This Agreement shall bind the County only following its approval by County Counsel.

11.4 Entire Agreement. This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Counsel and requests for proposals from County, are superseded.

11.5 Exhibits. All exhibits referred to herein are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any exhibit attached hereto, the terms of this Agreement shall govern.

11.6 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

11.7 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

11.8 Headings. The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

11.9 Modification, Waiver. Except as otherwise provided in Section 10, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

11.10 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail, as the case may be.

County's Representative and Address for Notice:

Marshall Rudolph, County Counsel
P.O. Box M
Independence, CA 93526

Counsel's Representative and Address for Notice:

John Fiske
603 S. Coast Hwy, Suite G
Solana Beach, CA 92075

Either party may change its address for notice by delivering written notice to the other party as provided herein.

11.11 Severability. If any court of competent jurisdiction holds any term, provision, covenant or condition of this Agreement to be invalid, void or otherwise unenforceable, to any extent, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.12 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

This Agreement shall be effective as of the date of its approval by County.

FOR COUNTY OF INYO:

FOR COUNSEL:

Dan Tothoroh, Chair
Board of Supervisors

John Fiske

EXHIBIT "A"
COUNTY OF INYO
OUTSIDE COUNSEL BILLING GUIDELINES

A. Reimbursement of Allowable Expenses.

The County shall reimburse Counsel for actual, necessary, and reasonable out-of-pocket expenses in accordance with the guidelines set forth below. An itemized breakdown of actual expenses must be provided. All expenses must be claimed for reimbursement at cost and must not include mark-ups by the firm. Allowable routine expenses incurred should be paid directly by the law firm and then claimed for reimbursement. All expenses submitted for reimbursement must be fully described. We will not accept any "miscellaneous" expense items. We may require supporting documentation for any expenses. The following guidelines should be followed with regard to specific expense items:

1. Photocopies

In-house photocopying and associated services or tasks are to be charged at actual cost.

2. Local/Long Distance Vehicle Travel

The County will pay for travel time at the agreed hourly rate only for the actual time that services are performed for County during the travel.

The miles associated with round trip vehicle travel between the County Administration Center (CAC) and the Counsel's work-site will be reimbursed at the current IRS mileage reimbursement rates. The County will not provide reimbursement for any travel, taxi, or rental vehicle during any stay in Inyo County, unless it is specifically related to providing services to the County (e.g., taxi fares for transportation between the airport and the CAC, or taxi fares to another location to meet with others in the performance of services for the County).

3. Air Travel/Vehicle Travel

All air travel will be reimbursed at economy or coach class fares. The actual receipt from the airline ticket shall be made available with claims for reimbursement. Air travel arrangements should be made as early as possible to avoid higher fares.

4. Hotels

If the provision of services to the County requires Counsel to stay overnight in Inyo County, Counsel will be reimbursed for actual room charges, plus taxes, for hotel accommodations in Inyo County not to exceed the rate established by the U.S. Government

General Services Administration (GSA) for Inyo County. Proof of actual room charges must be submitted for reimbursement.

5. Meals

County will not provide reimbursement for the expense of food or drink incurred in connection with the services provided under this Agreement.

6. Telephone

Long distance telephone charges directly related to the services provided to the County will be accepted for reimbursement. The statement must indicate the date of the telephone call, the telephone number called, the total cost, and the nature of the call.

7. Facsimile Charges

Facsimile charges, with the exception of actually incurred long distance telephone charges, are considered part of normal overhead and will not be accepted for reimbursement.

8. Messenger/Courier/Delivery/Express/Overnight Mail Services

The use of expedited delivery services is discouraged and will be reimbursed only if its use is determined to be absolutely necessary.

9. Computer-Assisted Research

We will not pay for computer-assisted research. We consider charges for expenses associated with the use of Westlaw, Lexis, Dialog, Information/America and other computer research databases, and Internet access charges to be similar to the purchase and maintenance of the firm's law library. Therefore these charges will not be accepted for reimbursement.

10. Database/Data Entry/Document Imaging Charges

Prior approval must be obtained from the County Representative before incurring any charges for the preparation, maintenance, data entry, imaging, programming and document input (included imaging charges) of file material to a database or document management system. If approved, we will pay for the cost of these tasks at an agreed upon clerical rate. We will only pay paralegal or attorney rates for the actual professional time spent determining the documents to be entered, how documents are categorized or summarizing documents, as appropriate.

11. Additional Non-reimbursable Expenses

The County will not reimburse the following costs as these expenses are considered part of normal overhead:

- compensation;
- a) Clerical or secretarial salaries or overtime
 - b) Word processing charges;
 - c) Office supplies;
 - d) Postage;
 - e) Entertainment or personal expenses;
 - f) Commuting expense to or from work for firm
- personnel;
- g) Heating, air conditioning, utility charges;
- or
- h) In-house conference room charges.



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: HEALTH & HUMAN SERVICES – Inyo County Emergency Medical Care Committee

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Appointment to the Emergency Medical Care Committee

DEPARTMENTAL RECOMMENDATION: Request Board appoint Brian Cotter to a two-year term ending December 31, 2018, representing Southern Inyo Hospital

SUMMARY DISCUSSION: The Emergency Medical Care Committee was established to review and report on ambulance service operations, the available emergency medical care, and first-aid practices in Inyo County. The Committee is to be comprised of 13 members: 10 that are designated by the member agencies and three at-large members. Per the adopted Inyo County committee appointment policy, HHS staff notified the Assistant Clerk of the Board in March of one vacancy representing Southern Inyo Hospital on the committee. The vacancy was advertised and a request for consideration form was received from Brian Cotter, who meets the conditions for membership on the EMCC. We are requesting your Board appoint Brian Cotter as the Southern Inyo Hospital representative on the committee.

ALTERNATIVES: The Board could choose to not appoint this position and leave Southern Inyo Hospital without representation on the committee.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with this request.

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 14 copies of this document are required)

Mahmud

Date:

4/19/18



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526
Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR
mmann@inyocounty.us

RECEIVED
2018 MAR 21 AM 10:59
INYO COUNTY
ADMINISTRATION
OFFICE OF THE CLERK

INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE
MEMBERSHIP APPLICATION
New Members or Reappointment Requests

NAME: Brian Cotter

ADDRESS: 501 E. Locust St. P.O. 1009 Lone Pine CA 93545

PHONE: 760-876-5501 E-MAIL: bcotter@sihd.org

AGENCY REPRESENTATION (if any): Southern Inyo Healthcare District

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

 [Signature] CEO 3-23-18
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:



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

15

FROM: Road Department

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Mission Linen Uniform Rental Service Agreement

DEPARTMENTAL RECOMMENDATIONS:

Request approval of;

- a) Mission Linen Rental Service Agreement for uniform supply and laundry services, for \$18,786.04 Yr. plus 20% for contingencies (damaged or lost uniform replacements) for a total of \$22,543.25 Yr.
- b) Addendum A modifying the term to 48 month contract.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department supplies uniforms and laundry service to their personnel as part of the Health and Safety recommendations for safety, visibility, and garment contamination control. This helps promote safer working conditions while working in the road way as well as avoiding taking chemicals that might be on their clothing outside of the work environment.

The Road Department has been utilizing Mission Linen for several years, through an annual purchase order. With a shift to the ANSI Class II/III high visibility clothing requirements and to comply with the 2015 edition of ANSI/ISEA 107 of the Manual on Uniform Traffic Control Devices (MUTCD) manual, the Road Department will be changing to a Florescent Yellow/Green reflective shirt and coveralls, this change required a review of the services that Mission Linen provides.

Mission reviewed the Road Department uniform account and our current needs, and submitted a Renewal Account Worksheet. This new agreement will have a cost savings of \$164.72 a week (\$8,565.44). The Road Department would like to enter into an annual agreement to capture this savings during the four year contract period.

Please discuss and request Mission as a Sole Source.

ALTERNATIVES:


The County could chose to not enter into an agreement with Mission Linen, and continue with an annual Purchase Order. This is not recommended as this program meets all the requirements of the Health and Safety recommendations and will provide a cost savings to the Department.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Department

FINANCING:

The funding is budgeted in the Road budget (034600) Professional Services (5265),

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>T. Walker/g</u> Date <u>4/3/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/4/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/5/18



Renewal Account Worksheet

Customer Name: County Road Dept.

ACCT # **Various**
RT # **15/21**

DATE: 3/20/218

ITEM DESCRIPTION	WEEKLY INVENTORY		current unit price	Current Wkly Cost	new unit price	New Wkly Cost	% Difference
FLAT GOODS							(+/-)
Shop Towels	200		0.136	\$27.20	0.115	\$23.00	15.44%
Fender Cover	4		3.730	\$14.92	1.250	\$5.00	66.49%
Mat 3 x 4 Grey	1		4.320	\$4.32	3.750	\$3.75	13.19%
Industrial Blue Bath	50		0.440	\$22.00	0.350	\$17.50	20.45%
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!

UNIFORMS	# of empl	changes / wk	current unit price	Current Wkly Cost	new unit price	New Wkly Cost	% Difference
Industrial Shirts	21	4.5	1.060	\$100.17	0.800	\$75.60	24.53%
Industrial Pants	21	4.5	1.110	\$104.90	0.750	\$70.88	32.43%
T-Shirts	7	19.5	0.810	\$110.57	0.650	\$88.73	19.75%
Coveralls	12	1.5	2.040	\$36.72	1.650	\$29.70	19.12%
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!
				\$0.00		\$0.00	#DIV/0!

SUB-TOTAL		\$420.79		\$314.15
L.M.	15.00%	\$63.12	5.00%	\$15.71
SERVICE CHG	10.00%	\$42.08	10.00%	\$31.42
TOTAL		\$525.99		\$361.27

Total Weekly Savings \$164.72

Total Price Differential Percentage(+/-): 32%

Former Contract Expiration Date: 9/12/2018 New Contract Expiration Date: 9/12/2019

COMMENTS: _____

NOTES: _____

MISSION LINEN SUPPLY
Signature _____
Accepted by GM/DM _____
Date: _____

CUSTOMER
Authorized Rep _____
Signature _____
Title _____
Date: _____



Mission Linen Supply

MISSION LINEN & UNIFORM SERVICE

ADDENDUM A

This Addendum is made to that certain "Rental Service Agreement" (Agreement) dated 3/26/2018, between Mission Linen Supply and County Road Yards (customer).

The Agreement provides for a term of five years. The parties now desire to modify that term to 48 months or 4 years.

All other terms and conditions of the Agreement are hereby ratified and confirmed.

Date: 3/26/2018

MISSION LINEN SUPPLY

Signature _____

Accepted by DM/GM _____

Date _____

Customer Name _____

Authorized Representative _____

Signature _____

Title _____ Date _____

RENTAL SERVICE AGREEMENT

Acct. No.: MASTER
 Business Name: COUNTY ROAD YARDS
 Delivery/Street Address: VARIOUS

Date: 3/26/2018
 Phone: 760-873-3385
 Contact Name: CHRIS CASH
 City: VARIOUS State: CA Zip: 93514



TYPE OF SERVICE		ITEM		COLOR		IC		UNIT PRICE	TOTAL INVENTORY	NO. OF EMPL.	NO. OF CHANGES WKLY	SERVICE CHARGE	WKLY. MIN CHARGE PER ITEM/EMPL	SPECIAL ITEMS
SHOP TOWELS	18X18	BLUE		.115	400			10%				10%	50%	<input type="checkbox"/>
FENDER COVER	REG	RED		1.25	8			10%				10%	50%	<input type="checkbox"/>
MAT 3 X 4	FOREVER	GREY		3.75	1			10%				10%	100%	<input type="checkbox"/>
BATH TOWEL	INDUSTRIAL	BLUE		.35	100			10%				10%	50%	<input type="checkbox"/>
INDUSTRIAL SHIRTS	D/C	GREEN		.80	189		(APPROX)	10%				10%	50%	<input type="checkbox"/>
INDUSTRIAL PANTS	D/C	NAVY		.75	189		(APPROX)	10%				10%	50%	<input type="checkbox"/>
SHIRT	'T'	ORANGE		.65	39		(APPROX)	10%				10%	50%	<input type="checkbox"/>
MASTER AGREEMENT	FOR:	138288	246989	138373	138351	138353	138354	138116						<input type="checkbox"/>

TERMS OF PAYMENT
 (CHECK C.O.D. CHARGE (IF APPROVED))
 ALL INVOICES OF MISSION SHALL BE DEEMED TO BE TRUE AND CORRECT, AND UNLESS AN OBJECTION TO AN INVOICE IS MADE BY THE CUSTOMER IN WRITING ON OR BEFORE THE DUE DATE, OR UNLESS THE ACCOUNT IS C.O.D., ETC., ALL CHARGES ARE DUE AND PAYABLE BY THE 10TH OF THE MONTH FOLLOWING SERVICE. A LATE CHARGE OF 1 1/2% PERCENT PER MONTH (18% PER ANNUM) FOR ANY AMOUNT IN ARREARS MAY BE CHARGED. IN THE EVENT CUSTOMER CHARGES ARE NOT PAID IN A TIMELY MANNER, MISSION HAS THE OPTION TO PLACE CUSTOMER ON A C.O.D. BASIS, PLUS A PERCENTAGE OF ANY PAST DUE BILLS. MISSION SHALL APPLY ANY PAYMENT RECEIVED TOWARD THE CURRENT BILLS FIRST AND ANY BALANCE AGAINST PAST DUE BILLS UNTIL THE CUSTOMER IS AGAIN CURRENT.
 THERE IS AN ADDENDUM ASSOCIATED WITH THIS AGREEMENT. _____ (INITIAL)
 THERE IS NOT AN ADDENDUM ASSOCIATED WITH THIS AGREEMENT. _____ (INITIAL)

By initiating below, I acknowledge that I have read the terms and conditions on the back of this agreement

Stop Minimum \$ _____

Mission Linen Supply (dba Mission Linen and Uniform Service) Business Name
 Signature _____ Authorized Representative
 Accepted by DM/GM Signature _____ Title _____ Date _____

TERMS & CONDITIONS

1. CUSTOMER understands that all items rented under this Agreement shall remain the property of MISSION LINEN SUPPLY (hereafter "MISSION") and shall be laundered and maintained exclusively by MISSION. CUSTOMER agrees to accept from MISSION and pay for the rental and laundering of all linen, industrial, dust control items and all other products and services provided by MISSION used in and required by CUSTOMER'S business. Additional products, services and quantities may be added to this Agreement upon written or oral request of CUSTOMER at the prices then in effect. CUSTOMER understands that MISSION will be required to make a substantial investment in rental merchandise, and therefore it is agreed that a minimum weekly inventory charge will be made as part of this Agreement. Minimum charges are stated on the reverse side. Charges may be assessed for additional deliveries to CUSTOMER'S place of business over and above CUSTOMER'S normal delivery schedule, provided the need for the additional delivery was not caused by MISSION.
2. This rental service Agreement is effective as of the date signed by MISSION on the reverse side hereof and shall remain in effect for a period of sixty (60) months thereafter. This Agreement shall be renewed automatically for a like period unless either party is notified to the contrary in writing not less than thirty (30) days and not more than sixty (60) days in advance of the expiration date of the then current term. This Agreement shall not be binding upon MISSION until it has been accepted by its District Manager or General Manager.
3. MISSION will impose an annual price increase (API). In the event of increased costs, MISSION may impose additional charges by separate written notice or by notation on CUSTOMER'S invoice. CUSTOMER may reject such additional charges by notifying MISSION in writing within ten (10) days of such changes. In such event MISSION may, at its sole option, either adjust the price change or cancel this Agreement.
4. MISSION shall replace rental items or garments due to normal wear as needed. In the event of loss, theft, damage, destruction, misuse, abuse or mysterious disappearance of any rental items or garments, CUSTOMER agrees to pay to MISSION the then current replacement value of the lost, stolen, damaged, destroyed, misused, abused or mysteriously disappeared items. Upon termination of a CUSTOMER employee, the employee's garments or the value of the same shall be returned to MISSION, and upon such return the weekly service charge for such item(s) shall be removed. If garments in use by CUSTOMER are not items MISSION normally stocks (i.e., "special items"), upon discontinuance of service for any reason including expiration of the term of this Agreement, CUSTOMER shall purchase such garments at their current replacement value.
5. CUSTOMER acknowledges that the items furnished under this Agreement are for general purposes and are not designated or recommended for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER agrees to indemnify and hold MISSION harmless from and against liability for any personal injury or property damage resulting from such use.
6. In the event of cancellation of this Agreement for any reason, CUSTOMER agrees to (a) purchase the entire inventory of items in service or otherwise held for CUSTOMER'S use at current replacement cost, (b) pay all outstanding amounts owed to MISSION and (c) pay, as liquidated damages and not as a penalty, 50% of the average weekly amount invoiced during the month preceding the breach (or, if not available, the weekly minimum)

DISCLOSURE STATEMENT

This statement describes the billing policies and practices of Mission Linen Supply regarding charges that will appear on your invoice. Please read it carefully. Like many companies, Mission Linen Supply's price for the goods it rents and the services it provides is made up of several components. The goods and services are referred to on the customer invoice by descriptive words such as "bar towel" or "shop towel." The basic price charged is determined by multiplying the number of goods rented or the quantity of services provided by a price per item for such goods or services called the "unit price." The unit price will be the amount determined by the contract with Mission. The result will be the basic price and will be entered as a dollar amount on one line of the customer invoice. Mission reserves the right to charge amounts in addition to the basic unit prices based on its costs and market conditions. Such additional charges are described on the customer invoice variously as "Environmental Charge," "Ancillary Charge," "Fuel Charge," "Energy Charge," "Service Charge" or "Additional Charge." Some customer invoices have charges added and others do not. Charges may be temporary and will be collected for less than the full term of the contract. Others may be permanent and will be collected over the entire term of the contract. The method of calculation will vary but usually will be either a flat charge or a percentage of the total invoice amount. In unusual situations the charge may be based on circumstances unique to a particular customer. Generally, there will be no exact correlation between the charge assessed and any specific cost or expense incurred by Mission. Instead, the charges are intended to recover Mission's costs associated with energy, gasoline, environmental compliance, wastewater and related expenses on a company-wide basis, but the amount charged to a particular customer will not bear an exact relationship to actual costs incurred on behalf of that customer.

Other charges shown on a customer invoice may be related to actual customer experience. Those charges are described variously as an "Abuse Charge," "Loss Charge," "Inventory Maintenance Charge," "Replacement Charge" or "Linen Maintenance Charge." Typically such charges will be assessed on a percent of invoice basis but may be based on another method. These charges may be collected in addition to or in lieu of other charges. The addition or omission of such charges, the amount and method of calculation and the determination of whether charges are temporary or permanent are all matters within the discretion of Mission Linen Supply and may not be applied the same for all customers or in all locations because of variations in costs, the needs of different customers and the effects of competition in different markets. Unit prices and additional charges may vary according to locale. If charges are added, the amount charged and the method of calculation will be separately reflected on the customer invoice in addition to the unit price.

NOTICE OF POTENTIAL RISK OF SPONTANEOUS COMBUSTION AND HOLD HARMLESS AGREEMENT REGARDING USE OF FIRE RESISTANT BAG

Please be advised that under certain conditions, linens used in your business can be subject to spontaneous combustion. The conditions that lend themselves to spontaneous combustion are the presence of oils (in the form of vegetable oils) and animal fats on the textile products after you have used them. Given the right circumstances, these textiles can spontaneously combust in the soil bag or other container. This combustion can cause injury and/or death to persons and damage to or destruction of property.

Mission wishes to assist you in preventing damage to your property or personnel by providing a fire resistant container (bag) at a nominal purchase price plus a service charge to launder the bag as needed. Although it doesn't guarantee freedom from risk, the fire resistant bag is capable of withstanding 1600 degrees Fahrenheit without damage to the exterior or to the surrounding area. If you choose to utilize the fire resistant bag, you can greatly reduce the risk of spontaneous combustion fire interrupting your business.

IF YOU CHOOSE NOT TO UTILIZE THE FIRE RESISTANT BAG, by your signature on this Agreement you agree that you will: (1) assume all risks and legal liability for the consequences of a spontaneous combustion fire; (2) incur all damages, costs, losses of service and expenses and compensation, of any nature whatsoever, arising from the non-use of the Fire Resistant Bag, arising from the consequences of a spontaneous combustion fire and (3) defend, indemnify and hold harmless Mission Linen Supply from and against all claims and causes of action, wrongful death claims, subrogation claims and other rights whether brought by you, your heirs, assigns, survivors, any first party or third party insurance carriers or their assigns, workers' compensation carriers and their assigns, privies, any governmental agency or subdivision, any third party or any other person whatsoever.

multiplied by the number of weeks remaining, in the term of this Agreement, beginning with the date of the breach. The prevailing party shall be entitled to receive its reasonable attorneys' fees and all reasonable costs and expenses in any action to enforce this Agreement.

7. This Agreement remains binding on CUSTOMER in the event of sale, assignment or other transfer of CUSTOMER'S business and/or assets. Obligations hereunder may be transferred only upon prior written consent of MISSION and pursuant to an "agreement to assume" presented in writing from successor/purchaser.

8. The performance of MISSION'S duties under this Agreement may be subject to circumstances beyond MISSION'S control including, but not limited to, labor strikes, lockouts, availability of products, government acts, wars, acts of terrorism and acts of God. MISSION'S failure to perform under this Agreement because of such events shall not be considered a breach.

9. MISSION shall not be liable for any damages to CUSTOMER resulting from a delay or default in performing MISSION'S duties under this Agreement if such delay or default is caused by circumstances beyond MISSION'S control, including but not limited to labor strikes, lockouts, availability of products, government acts, wars, acts of terrorism and acts of God. CUSTOMER shall not have the right to terminate this Agreement for a delay or default in performance by MISSION if such delay or default is caused by circumstances outside of MISSION'S control.

10. All claims by CUSTOMER against MISSION for incidental damages or for consequential damages are excluded. MISSION makes no express warranties, and ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE EXCLUDED. MISSION is not responsible for loss or damage to CUSTOMER items left in soiled laundry collection bags.

11. This Agreement contains the entire agreement between the parties, and any terms or conditions not set forth herein are null and void. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be void or unenforceable to any extent, then the remaining provisions of this Agreement shall continue in full force and effect.

12. CUSTOMER warrants that he/she/it is not under contract or otherwise obligated to take or obtain service contemplated hereunder from any other supplier and that the execution of this Agreement is not a breach or violation of any other agreement. CUSTOMER agrees to use MISSION exclusively for all of CUSTOMER'S textile rental requirements.

13. Should CUSTOMER believe that MISSION has failed to provide service in accordance with the standard and quality comparable to that of other commercial laundries rendering like service in the same area, it shall notify MISSION in writing by certified mail, setting forth the specific nature of the complaint. Should MISSION in its discretion find such complaint to be valid but then fail to remedy the complaint within (30) days, CUSTOMER may terminate this Agreement by giving sixty (60) days' written notice to MISSION and by purchasing all special items in issue and/or in inventory at the then current replacement value.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

16

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

FROM: Office of the Sheriff

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Approval of amendment one with Western Summit Enterprises, Inc., dba Mountain Investments for repeater site space at El Paso Peak

DEPARTMENTAL RECOMMENDATION:

Request Board approve the First Amendment between the County of Inyo and Western Summit Enterprises, Inc., dba Mountain Investments for repeater site space at El Paso Peak, at the rate of \$765.44 per month, with 4% yearly increases, extending the term for 10 years, beginning June 1, 2018 through May 31, 2028, and authorize the Chairperson to sign the amendment, contingent upon the approval of the 2017-2018 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 5, 2008 the Inyo County Board of Supervisor's approved the Lease between the County of Inyo and Mountain Investments for repeater site space at El Paso Peak with additional options to extend the lease. The initial term of the contract is June 1, 2008 through May 31, 2018. If approved amendment one would extend the lease for ten years with the same 4% annual increase previously approved in the original agreement. This repeater site space is imperative to the Sheriff's office for radio communication with law enforcement and emergency units in the southern area of the county.

ALTERNATIVES:

Not approve the amendment. Staff does not recommend this; there is not a suitable alternate location to keep our radio/repeater equipment to service the southern area of the county.


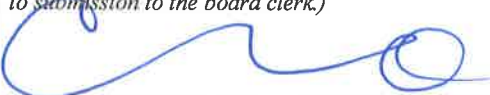
OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING:

The cost of this agreement is included in the 2017-2018 Sheriff General budget 022700, Object Code 5291 Office, Space & site Rental, and will be included in future budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/3/18</u>
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/4/2018</u>

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



Date: 4-4-18

FIRST AMENDMENT TO THE ANTENNA SITE LEASE AGREEMENT

This First Amendment to the Antenna Site Lease Agreement ("First Amendment") between the County of Inyo ("Lessee") and Western Summit Enterprises, Inc. d/b/a Mountain Investments ("Lessor") for the premises located at El Paso Peak, near Ridgecrest, California, is dated as of this 1st day of June, 2018.

RECITALS

A. Pursuant to that certain Antenna Site Lease Agreement dated June 1, 2008 (the "Lease"), Lessor has leased to Lessee and Lessee has leased from Lessor, the right to install and operate certain "Site Equipment" on the "Antenna Site," (as such terms are defined in the "Lease").

B. Lessee and Lessor desire to amend the Lease to extend the term for an additional ten (10) years on the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Par. 3 of the Lease is hereby replaced in its entirety with the Par. 3 that follows:

"3. Term. The term of this Agreement shall commence on June 1, 2018 (the "Commencement Date") and ends on May 31, 2028.

This Agreement shall be deemed subordinate to the BLM Grant and in the event of any conflict between the terms and provisions of the BLM Grant and the terms and provisions of the Agreement, the terms and provisions of the BLM Grant shall control. Notwithstanding anything to the contrary set forth herein, expiration of the BLM Grant, or termination of the BLM Grant for any reason beyond the reasonable control of Lessor shall terminate this Agreement."

2. Exhibit C of the Lease is hereby replaced in its entirety with the Exhibit C-1 that follows:

EXHIBIT C-1 SITE EQUIPMENT

Approximately four (4) sq.ft. of floor space in Lessor's building for two (2) equipment racks measuring approximately 2'x2'x7' or cabinets, containing two (2) Motorola 'Quantar' , 50 watt transmitters or equiv., associated duplexers and/or cavity type filters;

Two (2) VHF whip antennas mounted on the tower at the approx. 120ft and 40ft. levels;

Rent: \$ 765.44 per month. There will be an automatic increase of four percent (4%) per year during the term of this Agreement.

All other terms and conditions of the Lease shall remain in effect as written therein."

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Lease Agreement as of the date first written above.

LESSOR: MOUNTAIN INVESTMENTS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: COUNTY OF INYO

By: _____
Name: _____
Title: _____
Date: _____

In the Rooms of the Board of Supervisors
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of AUGUST, 2008 an order was duly made and entered as follows:

Sheriff/El Paso Peak Antenna Site Lease Moved by Supervisor Cash and seconded by Supervisor Brown to approve the El Paso Peak Antenna Site Lease Agreement with Western Summit Enterprises, Inc., (dba Mountain Investment) for a 5-year period beginning June 1, 2008, with a 5 year extension option, in an amount not exceed \$538 a month for the first year and a 4% increase in the each of the following year contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th

Days of AUGUST 2008



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Sheriff _____
DATE: August 15, 2008

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
20

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

FROM: Sheriff Lutze

FOR THE BOARD MEETING OF August 5, 2008

SUBJECT El Paso Peak Antenna Site Lease Agreement with Western Summit Enterprises Inc., d/b/a Mountain Investments.

DEPARTMENTAL RECOMMENDATION:

Request A) Board approve the El Paso Peak Antenna Site Lease Agreement with Western Summit Enterprises Inc., (d/b Mountain Investments) in the amount not to exceed \$538 a month with a four (4%) increase per annum and B) Approve the term of the lease for five (5) years with the option of a five (5) year extension, contingent upon adoption of future budgets, and authorize the Chairperson to sign, contingent on obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board signed the original lease for El Paso Peak in June 2003. The lease expired in June 2008. The terms in the new lease are essentially the same as the previous lease except for the increase in the monthly amount and the option of extending the lease and additional five (5) years. El Paso Peak serves the south end of Inyo County near Pearsonville and is necessary for the Sheriff's Department operations in that area.

ALTERNATIVES:

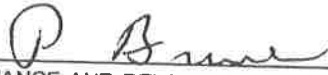
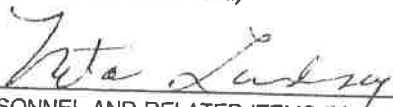
Deny the request and seek a new site.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing for the lease is included in the Sheriff's Department proposed FY08-09 Budget Request.

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>7-17-08</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>7/29/08</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: _____

ANTENNA SITE LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made and entered into as of this 1st day of June, 2008, by and between the County of Inyo ("Lessee") and Western Summit Enterprises, Inc. d/b/a Mountain Investments ("Lessor").

WITNESSETH

1. Definitions. Lessor and Lessee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Antenna Site" means that portion of Lessor's Property as described in Exhibit "B" attached hereto and made a part hereof, to be leased by Lessor to Lessee pursuant to this Agreement.

"Site Manager" means that technical representative employed by Lessor to manage the day-to-day operations of the Antenna Site.

"Building" means that certain building located on the Lessor's Property which is to house a portion of Lessee's Site Equipment.

"Site Equipment" means any communications equipment, including base stations, antenna(s), poles, dishes, masts, cabling or wiring, and accessories to be used therewith by Lessee in connection with providing mobile/wireless communications services from the Antenna Site.

"Lessor's Property" shall mean that certain real property owned by Lessor described in Exhibit "A" attached hereto and made a part hereof.

Lessor and Lessee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. Lease to Use.

(a) Lessor leases to Lessee the Antenna Site for the installation, operation, maintenance, and repair, at Lessee's sole expense, of Lessee's Site Equipment described or depicted in Exhibit "C" attached hereto and made a part hereof for all purposes.

(b) Lessee shall only install, maintain, repair and operate the Site Equipment on the Antenna Site in the location or locations described in Exhibit "C", for purposes of providing radio communications services used in the operation of Lessee's governmental activities where Lessee holds a Federal Communications Commission ("FCC") license for said use.

3. Term. The term of this Agreement (the "Term") shall be five (5) years commencing with the installation of Lessee's radio communications facilities on the Antenna Site, or June 1, 2008, whichever is earlier ("Commencement Date").

Lessee shall have the right to extend the Term of this Agreement for one (1) additional term of five (5) years. The Term will be automatically extended unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Initial Term.

4. Payments.

(a) Lessee shall pay Lessor, without demand, offset or counterclaim on the Commencement Date and on the first day of each month thereafter during the Term, the monthly rent set forth in Exhibit "C" (the "Rent") with respect to Lessee's Site Equipment set forth opposite such fee. If the Commencement Date occurs on a date other than the first day of the month, the monthly Rent shall be prorated for a partial month. Likewise, if the Term ends on a date other than the last day of a month, the monthly Rent shall be prorated for such partial month. Lessee will also be responsible for any BLM right-of-way fee increase imposed on Lessor by the BLM due to Lessee's use of the antenna site subsequent to the commencement of the monthly Rent. Such payment will be due within twenty (20) days after Lessor provides Lessee with written documentation of said fee increase.

This lease is deemed subordinate to the BLM grant and in the event of any conflict between the terms and provisions of the BLM grant and the terms and provisions of the lease, the terms and provisions of the BLM grant shall control. Thus, for example, termination of the BLM grant (for any reason beyond the reasonable control of Landlord) prior to expiration of the term of the lease as provided Section 3 of the lease or as extended pursuant to Section 3 of the lease shall terminate the lease.

(b) Lessee shall pay personal property taxes assessed against Lessee's Site Equipment and a pro rata share of real property taxes attributable to the Antenna Site. Such payment will be due within twenty (20) days after Lessor provides Lessee with written documentation from the taxing authority, reasonably acceptable to Lessee, and Lessor's pro rata share calculations.

5. Interference. Lessee's Site Equipment shall not disturb the communications configurations, equipment and frequencies which exist on the Lessor's Property on the Commencement Date ("Pre-existing Communications") and Lessee's Site Equipment shall comply with all non-interference rules of the FCC. Lessor shall use their best efforts to not permit the use of any portion of the Lessor's Property in a way which interferes with the communications operations of Lessee described in Section 2, above. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

6. Electrical Facilities. Lessor shall furnish Lessee electrical facilities, provided that Lessor shall pay for electricity only to the extent of 11 cents per kilowatt hour. The cost to Lessor for any electricity supplied to or for the benefit of Lessee in excess of 11 cents per kilowatt hour shall be paid by Lessee to Lessor within 20 days after Lessor shall submit a bill to Lessee for such overage. In the event Lessee's use of electricity under this Agreement shall not be separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all electricity charges jointly metered. Temporary interruption in the power provided by such facilities shall not render Lessor liable in any respect for damages

to either person or property nor relieve Lessee from fulfillment of any covenant or agreement hereof. If any of Lessee's Site Equipment fails because of a loss of power, it is agreed that it is Lessee's responsibility to make the necessary notifications to the power company to restore electrical power, and Lessee shall have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.

7. Compliance with Laws. The access to, and installation, maintenance and operation of Lessee's Site Equipment must at all times be in strict compliance with all applicable federal, state, and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City Building and Fire Codes).

8. Maintenance. Lessee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Lessee shall conduct its business and control its agents, employees, invitees, and visitors in such manner as not to create any nuisance, or interference with, annoy or disturb any other lessee, tenant of the Building or Lessor in its operation of the Building (including Antenna Site). Lessor shall have no obligation to lease, maintain, operate, or safeguard the Lessee's Site Equipment.

9. Assignment and Sublicensing.

(a) Lessee may not assign this Agreement without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not be permitted to sublease to third parties without the prior written consent of Lessor.

(b) Lessor shall have the right to freely transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and no further liability or obligation shall thereafter accrue against Lessor.

10. Inspection. Lessee shall permit Lessor and its Site Manager or their agents or representatives to inspect Lessee's Site Equipment in the presence of an authorized representative of Lessee to assure Lessee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations.

11. Lessor's Review of Plans and Approval of Contractors. Prior to commencing construction of Lessee's Site Equipment, Lessee shall obtain Lessor's approval of Lessee's work plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its request for changes within ten (10) days of Lessor's receipt of Lessee's work plans. If Lessor does not provide such approval or request for changes within such ten (10) days working period, it shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans.

12. Removal of Site Equipment. Title of Lessee's Site Equipment and any equipment placed on the Antenna Site by Lessee shall be held by Lessee. All of Lessee's Site Equipment shall remain the property of Lessee and are not fixtures.

Lessee has the right to move all of Lessee's Site Equipment at its sole expense on or before the expiration or termination of this Agreement.

13. Fire Clause. If the Antenna Site or Building is destroyed or damaged so as in Lessee's judgment to hinder its effective use of the Antenna Site, Lessee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In that event, all rights and obligations of the parties which do not survive the termination of this Agreement shall cease as of the date of the damage or destruction.

14. Condemnation and Loss or Damage. If a condemning authority takes all or part of Lessor's Building, Antenna Site or a portion which in Lessee's opinion is sufficient to render the Antenna Site unsuitable for Lessee's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Site Equipment, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amount recoverable under condemnation law). Sale of all or part of the Building or Antenna Site to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

15. Damages from Certain Causes. Lessor or its agents shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or other order of governmental body or authority, or for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Building, or failure to make any such repairs.

16. Lessee's Liability Insurance. Lessee shall at its expense maintain a policy or policies of comprehensive general liability and workman's compensation insurance with at least the premiums thereon fully paid within thirty (30) days of when payable, issued by and binding upon some solvent insurance company acceptable to Lessor, or provide evidence of adequate self-insurance; such insurance to afford minimum protection as follows:

Bodily Injury \$1,000,000.00 for injury including death to any person for all injuries sustained by more than one person in any one accident.

Property Damage \$500,000.00 for damage as a result of any one accident.

Contractual Liability \$1,000,000.00

Worker's Compensation Statutory Limits

Lessee agrees that: (1) each such policy shall name Lessor and Lessee as co-insured, (2) each such policy shall contain a provision that it may not be canceled without fifteen (15) days prior written notice to Lessor, and (3) Lessor will be

furnished a Certificate of Insurance of each such policy prior to the Commencement Date.

17. Hold Harmless.

(a) Lessee's Indemnity. Lessee shall defend, indemnify, hold and save Lessor harmless from and against any and all costs, liability or damage (including reasonable attorneys' fees and court costs) arising by reason of the willful misconduct or gross negligence of Lessee, or Lessee's officers, agents or employees, in connection with the Antenna Site.

(b) Lessor's Indemnity. Lessor shall defend, indemnify, hold and save Lessee harmless from and against any and all costs, liability or damage (including reasonable attorneys' fees and court costs) arising by reason of the willful misconduct or gross negligence of Lessor, or Lessor's officers, or employees, in connection with the Antenna Site.

(c) Survival. The foregoing indemnity in (a) and (b) will survive the termination, cancellation or expiration of this Agreement.

18. Limitation of Lessor's Personal Liability. Lessee specifically agrees to look solely to Lessor's interest in the Building for the recovery of any judgment from Lessor, it being agreed that Lessor shall never be personally liable for any such judgment.

19. Notice. Any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") in this Agreement provided for, permitted to be given, made or accepted by either party to the other must be in writing and shall effectively be given if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of five (5) days after it has been deposited in a depository of the United States Postal Service. Notice given in any other manner shall be effective only if and when received by the other party to be notified, except as may be herein provided with regard to verbal notice. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Lessor, to: Mountain Investments
837 W Ave L10, Suite B
Lancaster, CA 93534
Attn.: Site Manager
Phone 661/945-5448

If to Lessee, to: Inyo County Sheriff's Dept.
550 S. Clay Street
Independence, California 93526
Inyo County Sheriff's Dept.
Phone 760/878-0327

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective

addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days written notice to the other party.

20. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. **Attorneys' Fees.** If Lessee fails to perform any of the terms and covenants, agreements, or conditions contained in this Agreement and Lessor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Lessee agrees to pay Lessor's reasonable attorneys' fees.

22. **Non-Waiver.** Failure of Lessor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Lessor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

23. **Alteration.** This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

24. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor, and shall be binding upon and inure to the benefit of Lessee, its successors, and to the extent assignment may be approved by Lessor hereunder, Lessee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

25. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee, if in any fiscal year Lessee's Board of Supervisors does not budget or appropriate funds to pay rent, or any portion thereof, that would be due under this Agreement during the succeeding fiscal year.

In Testimony Whereof, the parties hereto have executed this Agreement as of the date aforesaid.

LESSOR: MOUNTAIN INVESTMENTS

By: [Signature]
Name: [Signature]
Title: President
Date: 9-7-08

LESSEE: COUNTY OF INYO

By: [Signature]
Name: Linda Arcularius
Title: Chairperson, Inyo County Board of Supervisors
Date: 8-5-08

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Antenna Site are a part is legally described as follows:

Street Address: #1 El Paso Mountain Road
City, State Zip: El Paso Mountain, near Ridgecrest, California

EXHIBIT B

DESCRIPTION OF ANTENNA SITE

The Antenna Site consists of those specific areas described/shown below where Lessee's communications antennas, equipment and cables occupy Lessor's Property. The Antenna Site and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property. only with the prior written approval and consent of the Lessor, which consent will not be unreasonably withheld.

Approximately two (2) sq.ft. space for placement of Lessee's communications equipment and space on the existing tower for the placement of antennas listed in Exhibit "C" (collectively, the "Antenna Site"), and an unimpaired, non-exclusive easement and right of way in and over the common areas at the Lessor's Property.

A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Antenna Site once it is received by Lessee.
2. Setback of the Antenna Site from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

17

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Approval of U.S. Forest Service Cooperative Law Enforcement Annual Operating Plan and Financial Plan (Agreement) for Controlled Substance Operations.

DEPARTMENTAL RECOMMENDATION:

Request your Board A) approve the 2018 Financial & Operation Plan (Agreement) for Controlled Substance Operations with U.S. Forest Service; reimbursements in the amount of \$5000 and; B) authorize the Inyo County Sheriff and the Chairman of the Board to sign the Plan/Agreement and all necessary documents, contingent upon adoption of the FY 18/19 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the southern end of the county to the northern end of the county. The Sheriff's Office has continued to investigate and abate the cultivations with the U.S. Forest Service and BLM. Monies from this Plan/Agreement will assist the Sheriff's Department in continuing to assist in these investigations and the eradication of thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, usually April or May and the harvesting season begins in August to September, as such, no expenditures or reimbursements are expected until FY 2018/19.



ALTERNATIVES:

Deny the agreements and use existing county funds for controlled substance operations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The U.S. Forest Service reimbursements total \$5000, to be billed and received in the 2018/19 fiscal year. The revenue will be budgeted in the Sheriff General (022700) budget for the FY 2018/19.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/5/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/4/2018</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: 4-4-18



FS Agreement No.	15-LE-11051360-025
Cooperator Agreement No.	
Modification No.	09

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN

**Between The
INYO COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2018 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff's Office, hereinafter referred to as "ICSO," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #15-LE-11051360-025 executed on 8/14/2015. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2017 and ending September 30, 2018.

Previous Year Carryover: \$5,000
FY 2018 Obligation: \$00.00
FY 2018 Total Annual Operating Plan: \$5,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
William R. Lutz, Sheriff Inyo County P.O. Drawer "S" 550 South Clay Street Independence, CA 93526 Telephone: (760)878-0320 FAX: (760) 878-0389 E-mail: blutz@inyocounty.us	Riannah Reade P.O. Box Drawer S 550 South Clay Street Independence, CA 93526 Telephone: (760-878-0326 FAX: (760) 878-0389 E-mail: rreade@inyocounty.us



Cooperator Alternate Contact

Kelvin Johnston
P.O. Drawer S
550 South Clay Street
Independence, CA 95326
Telephone: (760)873-8705
FAX: (760)873-6426
E-mail: kjohnston@inyocounty.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact #1	U.S. Forest Service Administrative Contact
Peter Kogler, Special Agent Sam Maldonado, Special Agent San Bernardino National Forest 602 S. Tippecanoe San Bernardino, CA 92408 Telephone: 909-382-2901 or 909-522-6905 FAX: 909-382-0705 E-mail: pmkogler@fs.fed.us E-mail: smaldonado@fs.fed.us	Eric Rusch, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-9127 FAX: 707-562-9031 E-mail: erusch@fs.fed.us
U.S. Forest Service Program Coordinator Contact	
Kevin Mayer Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562- 9155 (Office) FAX: 707-562-9031 E-mail: kmayer@fs.fed.us	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 15-LE-11051360-025, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. The *U.S. Forest Service* agrees:

1. To reimburse **ICSO** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse **ICSO** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **ICSO** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **ICSO** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **ICSO** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.



B. **ICSO** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **ICSO** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **ICSO** under this agreement;

Salary (base)	\$35.16 per hour,
Salary (overtime)	\$base + 1/2 per hour,
Per diem costs	\$34/M&IE + \$55.00/Lodging,
Travel (mileage and fares)	\$0.66 per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of **ICSO** that may be reimbursed may not exceed.... **\$10,000**.
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

**III. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

ICSO will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Eric Rusch, Program Support Assistant
Pacific Southwest Regional Office - LEI
1323 Club Dr.
Vallejo, CA 94592

Send photo copy to:
Peter Kogler, Special Agent
Sam Maldonado, Special Agent
San Bernardino National Forest
602 S. Tippecanoe
San Bernardino, CA 92408

- b. **Send hard copy invoices to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2018 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE5118 1360 \$5,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

WILLIAM LUTZ, SHERIFF
Inyo County

Date


DAN TOTTEROH, CHAIRPERSON
Board of Supervisors
Inyo County

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.


KAREN MCWILLIAMS
U.S. Forest Service, Grants Management Specialist

3-20-18

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Reappointment of Inyo County Agricultural Commissioner and Approval of Employment Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A. Reappoint Nathan Reade to a new four-year term as the Inyo County Agricultural Commissioner; and,
- B. Approve contract between the County of Inyo and Nathan Reade for the provision of personal services as the Inyo County Agricultural Commissioner at a monthly base salary of \$11,833.00 effective April 19, 2018, and authorize the Chairperson to sign; and,
- C. Approve Resolution 2018-____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2017-54, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Mr. Reade has been duly appointed as the Inyo County Agricultural Commissioner and the Mono County Agricultural Commissioner. The manner and means of his (and prior Agricultural Commissioner's) provision and services to and compensation from both County's has been governed by an Inyo County personal services contract that is also approved and executed by Mono County.

Following Mr. Reade's performance evaluation and related matters in March, your Board directed staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and condition of employment.

This contract differs from prior personal services contracts for the position of Agricultural Commissioner in that it is solely between the County of Inyo and the Inyo County Agricultural Commissioner, and Mono County will not be party to the agreement. Mr. Reade's current personal services contract with Mono County will remain in effect, until Inyo and Mono counties execute a new, stand-alone agreement for the provision of Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Services. Until that agreement is finalized, Mr. Reade will continue to provide these services to Mono County, and Mono County will continue to reimburse Inyo County, as specified in Mr. Reade's current employment contract with Mono County.

This contract also recognizes the Inyo County Agricultural Commissioner's additional responsibility for serving as the Director of the Owens Valley Mosquito Abatement Program and, more recently, the significant increase in job responsibilities associated with the Agricultural Commissioner's assignment as the Director of the Inyo County Commercial Cannabis Permit Office.

The California Food and Agricultural Code requires every California county to have an Agricultural Commissioner who is appointed by its Board of Supervisors. Pursuant to Food and Agricultural Code Section 2122, the term of Agricultural Commissioner shall be for four years and after his appointment and until his successor is appointed. Mr. Reade has served as Agricultural commissioner since August 2013, and was re-appointed to a new four-year term by your Board last June 17th. Although not necessary, it seems prudent to use the occasion of his new contract for the provision of services as the Inyo County Agricultural Commissioner to also reappoint Mr. Reade to a new four-year term as the Inyo County Agricultural Commissioner.

ALTERNATIVES:

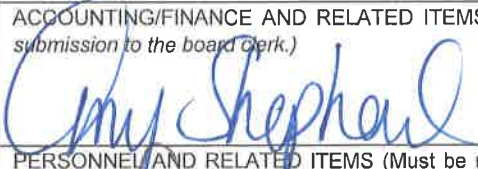
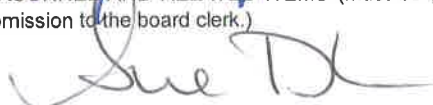
Your Board could choose to not approve the contract, and Mr. Reade's current contract with Inyo and Mono counties will remain in effect. Your Board can also choose not to reappoint Mr. Reade as the Inyo County Agricultural Commissioner for a new four-year term, and his current appointment will remain in effect until August 19, 2021, or until he terminates his employment contract.

OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel, Mono County

FINANCING:

Funding for the position is included in the Fiscal Year 2017-2018 Budget. Mono County currently reimburses Inyo County for the provision of provision of Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Services in arrears as a condition of its current employment contract with Mr. Reade, which remains in effect.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
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>4-12-18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date: <u>4/12/18</u>

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



Date: 04-12-2018

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

INTRODUCTION

WHEREAS, Nathan Reade (hereinafter referred to as "Officer") has been duly appointed as Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer for the County of Inyo; and,

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

WHEREAS, Officer has also previously been, and may also continue to be duly appointed as the Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer for the County of Mono (hereinafter referred to as "Mono County"); and,

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 19, 2018 until terminated as provided below.

3. CONSIDERATION.

A. Compensation To Officer. Inyo County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Officer.

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

C. No Additional Consideration To Officer. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from Inyo County or Mono County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment **A** which are needed within the County and, if applicable, Counties. In doing so, Officer shall maintain normal officer hours during the workday. Officer is expected to devote necessary time outside normal office hours to meet his obligation to perform the services and work as required by statute and the County and, if applicable, Counties. Officer shall schedule any appointments for medical treatment, or other personal appointments so as to minimize the inconvenience to the fellow employees and on his ability to perform work.

5. ANNUAL REVIEW.

The Inyo County Board of Supervisors will review Officer's performance annually, and may consider input from Mono County. As a result of those reviews, the Inyo County Board of Supervisors may amend this Contract to provide an increase or decrease in Officer's compensation.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment **A** must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Inyo County will pay the cost of the licenses, certificates, and permits necessary for Officer to meet requirements of Federal, State of California or the County or Counties to fulfill assigned duties. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserve the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Inyo County shall provide Officer with such office space within Inyo County, supplies, equipment, motor vehicles, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment **A** to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided

to Officer by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of Inyo County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

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

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Agricultural Commissioner, Director of Weights & Measures, and County Pesticide Use Enforcement Officer of the County or Counties. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County or Counties, except as expressly provided by law or set forth in Attachment A.

10. TERMINATION AND DISCIPLINE.

This Agreement may be terminated without cause, by Inyo County, at the expiration of Officer's four (4) year statutory term of Office as Agricultural Commissioner and/or Director of Weights by County giving to Officer written notice of intent to terminate at least ninety days (90) days before the expiration of such term of office. If County does not give such notice at least ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term. Failure of County to reappoint Officer as the Agricultural Commissioner and the Director of Weights and Measures terminates this Agreement.

Officer may be removed at any time as the Agricultural Commissioner for County as provided by Section 2181 et seq. of the California Food and Agricultural Code. Officer may be removed at any time as the Director of Weights and Measures for County as provided in Section 12214 of the California Business and Professions Code. Such removal from either office in Inyo County terminates this Agreement.

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

11. ASSIGNMENT.

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

12. NONDISCRIMINATION.

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

13. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County or, if applicable, Counties, shall be privileged, restricted, or confidential.

Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

14. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file appropriate conflict of interest statements.

15. POST AGREEMENT COVENANT.

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

16. 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.

17. NOTICE.

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

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

Officer
Nathan Reade Name
P.O. Box 55 Address
Independence, CA 93526 City and State

18. ENTIRE AGREEMENT.

The parties acknowledge the existence of another agreement for Officer's services entered into by Inyo County, Mono County, and Officer (hereinafter "the Other Agreement"), which the parties wish to terminate once this Agreement is entered into and a separate Memorandum of Agreement is entered into between Inyo County and Mono County. Upon request by Inyo County, Officer agrees to promptly exercise

his right to terminate the Other Agreement with 30 days written notice. Until termination of the Other Agreement occurs, Officer acknowledges that this Agreement shall prevail to the extent it is inconsistent with the Other Agreement and that, in any event, Officer shall only be entitled to compensation pursuant to one of (not both of) the agreements. With the exception of the Other 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 THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

OFFICER

By: _____

Dated: _____

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCOPE OF WORK:

1. Officer shall perform the duties of the Agricultural Commissioner for the County of Inyo as provided in Sections 2001 et seq. of the California Food and Agricultural Code;
2. Officer shall perform the duties of the Sealer/Director of Weights and Measures for the County of Inyo as provided in Section 12200 of the California Business & Professions Code;
3. Officer shall perform the duties of County Pesticide Use Enforcement Officer as provided in the California Food and Agricultural Code, Sections 1401 et seq.
4. Officer shall also perform duties identified in Sections 1, 2, and 3 above for Mono County if the Counties execute and maintain a separate Memorandum of Agreement for Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Services.
5. Officer is authorized to enter into enforcement and service contracts with other governmental agencies as directed by Inyo County Resolution No. 84-27 or as amended by the Inyo County Board of Supervisors.
6. Officer shall perform the duties of the Director of the Inyo County Commercial Cannabis Permit Office.
7. Officer shall perform the duties of the of the Director of the Owens Valley Mosquito Abatement Program.

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ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Subject to Paragraph 4 below, County will pay Officer a salary of Eleven Thousand Eight Hundred Thirty-Three Dollars (\$11,833.00) per month.
2. The Inyo County Board of Supervisors will evaluate Officer's salary every two (2) years.
3. Subject to exceptions in this Schedule of Fees, and except as otherwise provided in this contract, Department Head shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees
4. County will make the same adjustments to Officer's salary, benefits, allowances, and other forms of compensation which County from time-to-time may, in its discretion, make to salaries, benefits, allowances, and other forms of compensation of other Inyo County Department Heads as a group.
5. County will provide and maintain a motor vehicle for Officer's use; such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may only be used for business purposes according to Inyo County policy.
6. Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to paragraph 2 below, Inyo County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as the County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for travel by private automobile in Inyo and/or Mono Counties.

\\ NOTHING FOLLOWS ///

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	April 19, 2018 thru July 11, 2018
Ag Comm/Weights and Measures	\$ 11,833.00
County Administrator	\$ 14,290.00
County Counsel	\$ 15,132.00
Child Support Director	\$ 9,848.00
Environmental Health Director	\$ 8,585.00
Water Director	\$ 10,524.00
Health and Human Services Director	\$ 11,121.00
Planning Director	\$ 8,585.00
Chief Probation Officer	\$ 10,181.00
Public Works Director	\$11,728.00

Appointed Officers	July 12, 2018 and on
Ag Comm/Weights and Measures	\$ 12,070.00
County Administrator	\$ 14,576.00
County Counsel	\$ 15,435.00
Child Support Director	\$ 10,045.00
Environmental Health Director	\$8,757.00
Water Director	\$ 10,734.00
Health and Human Services Director	\$ 11,343.00
Planning Director	\$8,757.00
Chief Probation Officer	\$ 10,385.00
Public Works Director	\$ 11,963.00

PASSED AND ADOPTED this 17th of April, 2018 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin 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
19

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: April 17, 2018

SUBJECT: Emergency Services Manager Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A. Approve and ratify job description for the Emergency Services Manager job description; and,
- B. Authorize the County Administrator to sign a personal services contract with Kelley Williams for Emergency Services Manager for \$6,574 per month per month effective April 19, 2018, contingent on all appropriate signatures being obtained.

SUMMARY DISCUSSION:

As part of the Fiscal Year 2016-2017 County Budget, your Board approved creating a new Emergency Services Manager position (Range 78), funded with Emergency Management Performance Grant funding, to revitalize and further the County's emergency services training and response capabilities. For a variety of reasons, recruitment for the position did not proceed last year. This year's Board Approved Budget once again funded and authorized proceeding to fill the Emergency Services Manager position.

The County undertook an extensive recruitment effort that included posting the job announcement in Jobs Available, the California State Association of Counties web site and the California Emergency Services Association web site, and the Inyo Register. All qualified applicants were invited to interview with a panel comprised of the Inyo County Sheriff, the Inyo County Public Works Director, and a former City of Bishop Police Chief, and the position has been offered to the candidate recommended as the best qualified by the panel subject to your Board approving this contract.

The position of Emergency Services Director is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), making the position an "at-will" position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; all management-level and non-represented employees; members of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service.) The contract proposed for the Emergency Services Manager is essentially the same contract that your Board executes with its appointed department heads and other management-level employees. The contract serves to better define the position's "at-will" status by specifying the contract may be terminated by the County Administrator (as the appointing authority for position) "without cause, and at will, for any reason" by providing 90 days' written notice of such intent to terminate. The contract also serves to clarify the position is a grant-funded contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations of the County of Inyo.

ALTERNATIVES:


Your Board could choose to not approve the contract, however, this is not recommended because the Emergency Services Manager Director position will enhance the County's emergency services preparedness, response and recovery capabilities.

OTHER AGENCY INVOLVEMENT:

Sheriff's Office, County Counsel, Personnel, Auditor-Controller, Public Works, Mono County

FINANCING:

Funding for this position comes from Emergency Management Performance Grant funds and County matching funds included in the Fiscal Year 2017-2018 Budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>4/12/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 4-12-18
(Not to be signed until all approvals are received)



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

EMERGENCY SERVICES MANAGER

Application Deadline: February 28, 2018

DEPARTMENT: County Administrator
LOCATION: Countywide
SALARY: Range 78 \$5410 \$5675 \$5963 \$6261 \$6574**
(Emergency Services Manager is an exempt, at-will, contract position.)
TERM: Contingent upon continued grant funding

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under general direction of the Director of Emergency Services or their designee, and working closely with the Emergency Services Coordinator, this grant-funded, confidential, contract position plans, coordinates, directs, manages and carries out the day-to-day activities of the County's Office of Emergency Services during times of non-emergency and, during an emergency, supports the County's response and recovery efforts as directed or necessary; serves as the day-to-day liaison for communications between the County Office of Emergency Services and the California Office of Emergency Services as well as County departments and local, state and federal agencies the County relies on to coordinate disaster planning, preparedness, response, and recovery operations; ensures the organization's preparedness to respond to natural and man-made emergency events; plans, tracks, coordinates and administers emergency services training of County employees to ensure each employee attains and maintains at least the minimum level of required training; prepares grant applications with an eye toward competitiveness and off-setting County costs wherever possible; administers grant agreements and manages grant funds in the highest and best interest of the County, and maintains grant-related records in manner to assure passing audits; prepares Requests for Proposals and manages contracts related to emergency services products and consulting services; prepares or administers the preparation of planning documents, reports, and policies related to emergency preparedness planning, preparedness, response and recovery and implements, reviews and makes recommendations regarding the same; serves as liaison between the County Office of Emergency Services and the community, including preparing and disseminating public education materials regarding emergency preparedness, response and recovery, and coordinating volunteers; may be assigned responsibility for supervising staff; performs other duties and special projects as assigned.

ESSENTIAL JOB DUTIES: With minimal, general supervision, directs and coordinates all aspects of the day-to-day activities of the County's Office of Emergency Services including planning, training, education, intra-County and inter-agency communications, and developing, implementing and updating plans, reports, and policies to ensure the Inyo Operational Area has, to the extent practicable, planned and is prepared to mitigate

and respond to natural and manmade disasters in a manner that minimizes threats to life and property and facilitates recovery. Supports the County's Emergency Operations Center any way necessary or directed during an emergency event. During and after an emergency, serves as the primary liaison with State and Federal agencies, and coordinates with County departments and local agencies, with respect to compiling information and preparing reports to respond to various information requests; and coordinates meetings and site visits with appropriate staff and representatives of appropriate agencies as necessary. Is the County's initial point of contact during recovery and post-recovery operations.

Prepares reports and completes surveys required or requested by the California Office of Emergency Services, the Federal Emergency Management Agency and other state or federal agencies relative to the Operational Area's planning, preparedness, response and recovery operations. Prepares reports and resolutions for consideration by, and makes presentations to, the Board of Supervisors. Represents the Office of Emergency Services at meetings with governmental agencies, professional, business and community organizations, and the general public regarding emergency services issues.

Develops, implements, reviews and makes recommendations regarding emergency services policies and procedures; provides technical expertise and support for employees and consultants; prepares a variety of periodic and special departmental reports for submittal to the various State and Federal regulatory agencies and prepares departmental correspondence.

Interprets and critically analyzes, and assures compliance with, State and Federal emergency services regulations, processes and grant requirements. Proposes, prepares, administers and assures compliance with grant submittals and awards, including but not limited to hazard mitigation and other preparedness funding.

Under the umbrella and responsibilities of the County Office of Emergency Services, works closely with and coordinates emergency services planning and preparedness activities with internal and external entities undertaking similar missions – including public health emergency preparedness planning carried out by the Health and Human Services Department as well as emergency preparedness and response activities carried out by hospitals and first responders, other public agencies including the City of Bishop and LADWP and neighboring Operational Areas, and private enterprises such as but not limited to Southern California Edison – to assure alignment and integration in the delivery of emergency services within the Operational Area. Works closely with all emergency services entities to develop, maintain and enhance relationships.

Coordinates the delivery of emergency services training for all County staff, ensuring that every County employee attains and maintains at least a minimal level of knowledge relative to their role in the delivery of emergency services and receives advanced training whenever possible and appropriate. Plans and coordinates the execution of emergency exercises among County departments, with Operational Area stakeholders, and regionally.

Participates in and coordinates, as appropriate, community outreach and education for emergency preparedness. Identifies, coordinates and maintains relationships with individuals and groups of volunteers in support of the County's emergency services functions. Coordinates and staffs Inyo County Disaster Council, and successor or similar commissions, boards, and task forces when active. May be assigned responsibility for supervising staff.

Develops and maintains a variety of data bases, resource lists, related tools, and physical and virtual caches of supplies and information to enhance the County's emergency response capabilities.

Prepares and/or administers the preparation of reports, plans, guidance documents, applications, requests for proposals, contracts, budgets, purchases, and proposed policies, ordinances and legislation pertaining to emergency services. Reviews, analyzes, and makes recommendations for improving local, State and Federal policies, processes, ordinances, regulations, and legislation pertaining to emergency services. Carries out other administrative functions and special projects as may be assigned.

Using subject matter expertise and critical thinking, remains cognizant of the need to protect and tirelessly advocate for the County's best interests in fulfilling its responsibilities for the provisions of emergency service.

CORE COMPETENCIES: The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the department and the specific work assignment:

Intensity: Goes after the goal with passion; is results oriented, and gets the job done. Key Concepts: Risk-taker; results-oriented; and initiative driver.

Ethical Behavior: Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. Key Concepts: Respect; trust; responsible; fair; and caring.

Influence: Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. Key Concepts: Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.

Commitment: Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. Key Concepts: Public servant; and customer service.

Interpersonal Skills: Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. Key Concepts: Staff development; communication; listening; delegation; recognition; and buy-in.

Resiliency: Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. Key Concepts: Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.

Craftsmanship: Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. Key Concepts: Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

EMPLOYMENT STANDARDS

Education/Experience: Any combination of education, skills and experience that demonstrate an ability to excel in the position may be considered. While a Bachelor's degree is desirable, typical demonstrations of such education and experience include considerable emergency management experience and California local government experience, or a combination of training, education and experience that is equivalent. Candidates must demonstrate a strong knowledge of and/or possess certifications/training in the areas of SEMS, ICS, NIMS. Certification or designation in CalOES's Emergency Management Professional Development Certification and Emergency Operations Center Position Credentialing Programs; and/or Community Emergency Response Team (CERT) affiliation; and/or Certified Emergency Manager or Associate Emergency Manager by the International Association of Emergency Managers; and/or FEMA National Emergency Management Basic Academy; and/or similar credential programs is highly desirable.

Knowledge of: Principles, practices, and methods of emergency management, including the Incident Command System (ICS), County Emergency Operations Centers (EOCs), Department Operation Centers (DOC), Standard Emergency Management System (SEMS), National Incident Management Systems (NIMS), Emergency Management Mutual Aid (EMMA), Emergency Management Assistant Compact (EMAC), Continuity of Operations Plans (COOPs), Local Hazard Mitigation Plans (LHMP), Homeland Exercise and Evaluation Program (HSEEP).

Principles of California local government organization and operations. Government budgeting and accounting principles and practices. Principles of employee supervision and discipline.

Ability to: Communicate clearly, concisely, and persuasively in writing and verbally. Think critically and perform comprehensive analyses. Work independently, and manage multiple priorities. Exercise sound independent judgment within general directions and policy guidelines. Remain calm under pressure. Establish and maintain project and program files and records, including financial, training and time records. Prepare clear and concise reports; analyze complex problems, evaluate alternatives, and make sound recommendations, and do so in a manner that minimizes costs to the County and its citizens. Work cooperatively with those contacted in the course of work. Ability to stand, sit, bend, squat, climb, kneel, twist, and lift and carry up to 50 pounds in the course of work.

Plan, organize, manage, supervise, and coordinate employees and consultants; prepare and manage budgets; develop and administer grant applications and contracts; interpret, analyze and apply pertinent federal, state and local laws, rules and regulations, policies and procedures; develop, implement and interpret goals, objectives, policies and procedure; represent the County effectively in meetings with others. Interpret budgetary and financial statements; use computers effectively for word processing, records management and presentation.

Special requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles. Must successfully complete a pre-employment background investigation.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications **must be received** no later than 5:00 p.m. on **February 28, 2018 (postmarks not accepted)**. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be received.

THIS RECRUITMENT MAY ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case- basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Shoshone, and Tecopa). This position will be based primarily in Independence to maintain proximity to the Office of the County Administrator/Director of Emergency Services and the Sheriff's Office. Positions are assigned to a work site based upon the needs of the County. The Department Head, on a case-by-case basis, may temporarily or permanently reassign positions to another work site as deemed necessary.

**AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

INTRODUCTION

WHEREAS, KELLEY WILLIAMS (hereinafter referred to as "Emergency Services Manager") has been duly appointed as Emergency Services Manager for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

The Emergency Services Manager will report directly to and shall work under the direction of the County Administrative Officer, who will administer this contract and exercise its provisions.

3. TERM.

The term of this Agreement shall be from April 19, 2018 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Emergency Services Manager 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 Emergency Services Manager.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Emergency Services Manager shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

B. Products of Emergency Services Manager's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides,

video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Emergency Services Manager'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, Emergency Services Manager will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

Emergency Services Manager agrees that Emergency Services Manager 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. Emergency Services Manager agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

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

Emergency Services Manager:
KELLEY WILLIAMS Name
1636 Valley View Road Street
Bishop, CA 93514 City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

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

COUNTY OF INYO

By: _____

Dated: _____

EMERGENCY SERVICES MANAGER

By: Kelley Williams
Print or Type Name

Kelley Williams
Signature

Dated: April 12, 2018

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCOPE OF WORK:

Emergency Services Manager shall perform the duties and responsibilities as identified in the job description for Emergency Services Manager attached hereto.



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

EMERGENCY SERVICES MANAGER

Application Deadline: February 28, 2018

DEPARTMENT: County Administrator
LOCATION: Countywide
SALARY: Range 78 \$5410 \$5675 \$5963 \$6261 \$6574**
(Emergency Services Manager is an exempt, at-will, contract position.)
TERM: Contingent upon continued grant funding

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under general direction of the Director of Emergency Services or their designee, and working closely with the Emergency Services Coordinator, this grant-funded, confidential, contract position plans, coordinates, directs, manages and carries out the day-to-day activities of the County's Office of Emergency Services during times of non-emergency and, during an emergency, supports the County's response and recovery efforts as directed or necessary; serves as the day-to-day liaison for communications between the County Office of Emergency Services and the California Office of Emergency Services as well as County departments and local, state and federal agencies the County relies on to coordinate disaster planning, preparedness, response, and recovery operations; ensures the organization's preparedness to respond to natural and man-made emergency events; plans, tracks, coordinates and administers emergency services training of County employees to ensure each employee attains and maintains at least the minimum level of required training; prepares grant applications with an eye toward competitiveness and off-setting County costs wherever possible; administers grant agreements and manages grant funds in the highest and best interest of the County, and maintains grant-related records in manner to assure passing audits; prepares Requests for Proposals and manages contracts related to emergency services products and consulting services; prepares or administers the preparation of planning documents, reports, and policies related to emergency preparedness planning, preparedness, response and recovery and implements, reviews and makes recommendations regarding the same; serves as liaison between the County Office of Emergency Services and the community, including preparing and disseminating public education materials regarding emergency preparedness, response and recovery, and coordinating volunteers; may be assigned responsibility for supervising staff; performs other duties and special projects as assigned.

ESSENTIAL JOB DUTIES: With minimal, general supervision, directs and coordinates all aspects of the day-to-day activities of the County's Office of Emergency Services including planning, training, education, intra-County and inter-agency communications, and developing, implementing and updating plans, reports, and policies to ensure the Inyo Operational Area has, to the extent practicable, planned and is prepared to mitigate

and respond to natural and manmade disasters in a manner that minimizes threats to life and property and facilitates recovery. Supports the County's Emergency Operations Center any way necessary or directed during an emergency event. During and after an emergency, serves as the primary liaison with State and Federal agencies, and coordinates with County departments and local agencies, with respect to compiling information and preparing reports to respond to various information requests; and coordinates meetings and site visits with appropriate staff and representatives of appropriate agencies as necessary. Is the County's initial point of contact during recovery and post-recovery operations.

Prepares reports and completes surveys required or requested by the California Office of Emergency Services, the Federal Emergency Management Agency and other state or federal agencies relative to the Operational Area's planning, preparedness, response and recovery operations. Prepares reports and resolutions for consideration by, and makes presentations to, the Board of Supervisors. Represents the Office of Emergency Services at meetings with governmental agencies, professional, business and community organizations, and the general public regarding emergency services issues.

Develops, implements, reviews and makes recommendations regarding emergency services policies and procedures; provides technical expertise and support for employees and consultants; prepares a variety of periodic and special departmental reports for submittal to the various State and Federal regulatory agencies and prepares departmental correspondence.

Interprets and critically analyzes, and assures compliance with, State and Federal emergency services regulations, processes and grant requirements. Proposes, prepares, administers and assures compliance with grant submittals and awards, including but not limited to hazard mitigation and other preparedness funding.

Under the umbrella and responsibilities of the County Office of Emergency Services, works closely with and coordinates emergency services planning and preparedness activities with internal and external entities undertaking similar missions – including public health emergency preparedness planning carried out by the Health and Human Services Department as well as emergency preparedness and response activities carried out by hospitals and first responders, other public agencies including the City of Bishop and LADWP and neighboring Operational Areas, and private enterprises such as but not limited to Southern California Edison – to assure alignment and integration in the delivery of emergency services within the Operational Area. Works closely with all emergency services entities to develop, maintain and enhance relationships.

Coordinates the delivery of emergency services training for all County staff, ensuring that every County employee attains and maintains at least a minimal level of knowledge relative to their role in the delivery of emergency services and receives advanced training whenever possible and appropriate. Plans and coordinates the execution of emergency exercises among County departments, with Operational Area stakeholders, and regionally.

Participates in and coordinates, as appropriate, community outreach and education for emergency preparedness. Identifies, coordinates and maintains relationships with individuals and groups of volunteers in support of the County's emergency services functions. Coordinates and staffs Inyo County Disaster Council, and successor or similar commissions, boards, and task forces when active. May be assigned responsibility for supervising staff.

Develops and maintains a variety of data bases, resource lists, related tools, and physical and virtual caches of supplies and information to enhance the County's emergency response capabilities.

Prepares and/or administers the preparation of reports, plans, guidance documents, applications, requests for proposals, contracts, budgets, purchases, and proposed policies, ordinances and legislation pertaining to emergency services. Reviews, analyzes, and makes recommendations for improving local, State and Federal policies, processes, ordinances, regulations, and legislation pertaining to emergency services. Carries out other administrative functions and special projects as may be assigned.

Using subject matter expertise and critical thinking, remains cognizant of the need to protect and tirelessly advocate for the County's best interests in fulfilling its responsibilities for the provisions of emergency service.

CORE COMPETENCIES: The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the department and the specific work assignment:

Intensity: Goes after the goal with passion; is results oriented, and gets the job done. Key Concepts: Risk-taker; results-oriented; and initiative driver.

Ethical Behavior: Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. Key Concepts: Respect; trust; responsible; fair; and caring.

Influence: Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. Key Concepts: Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.

Commitment: Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. Key Concepts: Public servant; and customer service.

Interpersonal Skills: Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. Key Concepts: Staff development; communication; listening; delegation; recognition; and buy-in.

Resiliency: Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. Key Concepts: Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.

Craftsmanship: Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. Key Concepts: Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

EMPLOYMENT STANDARDS

Education/Experience: Any combination of education, skills and experience that demonstrate an ability to excel in the position may be considered. While a Bachelor's degree is desirable, typical demonstrations of such education and experience include considerable emergency management experience and California local government experience, or a combination of training, education and experience that is equivalent. Candidates must demonstrate a strong knowledge of and/or possess certifications/training in the areas of SEMS, ICS, NIMS. Certification or designation in CalOES's Emergency Management Professional Development Certification and Emergency Operations Center Position Credentialing Programs; and/or Community Emergency Response Team (CERT) affiliation; and/or Certified Emergency Manager or Associate Emergency Manager by the International Association of Emergency Managers; and/or FEMA National Emergency Management Basic Academy; and/or similar credential programs is highly desirable.

Knowledge of: Principles, practices, and methods of emergency management, including the Incident Command System (ICS), County Emergency Operations Centers (EOCs), Department Operation Centers (DOC), Standard Emergency Management System (SEMS), National Incident Management Systems (NIMS), Emergency Management Mutual Aid (EMMA), Emergency Management Assistant Compact (EMAC), Continuity of Operations Plans (COOPs), Local Hazard Mitigation Plans (LHMP), Homeland Exercise and Evaluation Program (HSEEP).

Principles of California local government organization and operations. Government budgeting and accounting principles and practices. Principles of employee supervision and discipline.

Ability to: Communicate clearly, concisely, and persuasively in writing and verbally. Think critically and perform comprehensive analyses. Work independently, and manage multiple priorities. Exercise sound independent judgment within general directions and policy guidelines. Remain calm under pressure. Establish and maintain project and program files and records, including financial, training and time records. Prepare clear and concise reports; analyze complex problems, evaluate alternatives, and make sound recommendations, and do so in a manner that minimizes costs to the County and its citizens. Work cooperatively with those contacted in the course of work. Ability to stand, sit, bend, squat, climb, kneel, twist, and lift and carry up to 50 pounds in the course of work.

Plan, organize, manage, supervise, and coordinate employees and consultants; prepare and manage budgets; develop and administer grant applications and contracts; interpret, analyze and apply pertinent federal, state and local laws, rules and regulations, policies and procedures; develop, implement and interpret goals, objectives, policies and procedure; represent the County effectively in meetings with others. Interpret budgetary and financial statements; use computers effectively for word processing, records management and presentation.

Special requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles. Must successfully complete a pre-employment background investigation.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications **must be received no later than 5:00 p.m. on February 28, 2018 (postmarks not accepted)**. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be received.

THIS RECRUITMENT MAY ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case- basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Shoshone, and Tecopa). This position will be based primarily in Independence to maintain proximity to the Office of the County Administrator/Director of Emergency Services and the Sheriff's Office. Positions are assigned to a work site based upon the needs of the County. The Department Head, on a case-by-case basis, may temporarily or permanently reassign positions to another work site as deemed necessary.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Emergency Services Manager shall be paid Range 78, Step E (currently \$6,574 per month). Emergency Services Manager shall be paid every two weeks on County paydays.
2. The County Administrator will review Emergency Services Manager's performance annually. As a result of such review, the County Administrator may authorize an increase or decrease in Emergency Services Manager's salary to a higher step in the range for Emergency Services Manager's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Emergency Services Manager's employment shall also be covered by the County's Personnel Rules and Regulations and by the Non-Represented Employees' Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Emergency Services Manager's employment.)
4. In recognition of the 24-hour, seven-day-a-week nature of the Emergency Services Manager's job responsibilities, the County will provide a County vehicle for use. County vehicle will be housed at 163 May Street or other County facility determined by the County Administrator.
5. Emergency Services Manager is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

- 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: April 17, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of March 27, 2018.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 03-09-18



**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
RECOGNIZING APRIL 22, 2018 AS EARTH DAY**



WHEREAS, April 22, 2018 is Earth Day, a global celebration in which more than 1 billion people in 192 countries are expected to take part; and

WHEREAS, Earth Day is observed in myriad ways and through a variety of civic-focused action and activities; and

WHEREAS, in Inyo County, these activities include communitywide clean-up events, month-long recycling promotions, and family-friendly celebrations encouraging and promoting ecologically responsible ways in which individuals can live more sustainably and without harm to the environment; and

WHEREAS, in 2018, Inyo County Earth Day events include the Annual Lone Pine Paiute Shoshone Reservation Tribal Earth Day Celebration, Rotary Club of Bishop Sunrise's Earth Day Sierra event at Bishop City Park, and waste tire amnesty days at County of Inyo landfills; and

WHEREAS, the LPPSR Tribal Earth Day Celebration is being held from 9 a.m. to 1 p.m. Saturday, April 21 at the Reservation Gymnasium, located at 1145 E-Sha Lane, beginning with a Reservation Roads clean-up, continuing with a Community Outreach Fair, and concluding with a Participant Luncheon; and

WHEREAS, the Outreach Fair features a variety of interactive educational activities and games geared toward encouraging and teaching conservation and preservation, healthy living practices, and effective strategies for reducing waste; and

WHEREAS, the Earth Day Sierra celebration is being held from 10 a.m. to 3 p.m. Saturday, April 21 at the Bishop City Park in the heart of Bishop and includes food, music, games, displays, demonstrations, and vendor booths; and

WHEREAS, the booths at Earth Day Sierra feature merchants selling eco-friendly wares or services and local non-profit groups offering information on environmental programs and/or tips for being better stewards of our planet – in the home and in the field; and

WHEREAS, Earth Day Sierra will also unveil Inyo County Recyclescope to the community and invite the public to participate in this interational, educational, and communal public art experience; and,

WHEREAS, Inyo County Recycling and Waste Management is offering waste tire amnesty days on Saturday, April 21, Sunday, April 22, Saturday, April 28, and Sunday, April 29 when individuals can bring up to 9 tires into County landfills and manned transfer stations at no charge; and

WHEREAS, it is hoped these amnesty events will encourage proper disposal of tires, allowing the County to recycle them and prevent illegal dumping in our local landscapes; and

WHEREAS, the County encourages residents to recycle whenever possible and/or take advantage of the recycling services offered year-round at its landfills; and

WHEREAS, Earth Day offers us all a reminder to take better care of our planet and these local events offer valuable advice that can be put into practice 365 days a year for the sake of local wildlife, the environment, and future generations.

NOW THEREFORE, the Inyo County Board of Supervisors recognizes April 22, 2018 as Earth Day and encourages widespread participation in local events being held in honor of the international happening.

PASSED AND PROCLAIMED this 17th day of April 2018 by the Inyo County Board of Supervisors.

Chairperson, Inyo County Board of Supervisors

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Assistant Clerk of the Board

#22

MICHELE HARTSHORN
Assistant Clerk-Recorder
mhartshorn@inyocounty.us

BRANDON BARDONNEX
Office Technician
bbardonnex@inyocounty.us

KAMMI FOOTE
Clerk-Recorder
Registrar of Voters
kfoote@inyocounty.us

(760) 878-0224
(760) 873-8481 x 0224
(760) 876-5559 x 0224
FAX: (760) 878-1805



COUNTY OF INYO
OFFICE OF THE CLERK-RECORDER
REGISTRAR OF VOTERS
P. O. Drawer F
Independence, California 93526

March 5, 2018

The Honorable Board of Supervisors
PO Drawer N
Independence, CA 93526

RE: Agenda item request

The Inyo County Elections office received the attached Resolution 1718-002 from the Big Pine Fire Protection District. This is requesting the Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered years to Even-Numbered Years, in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404. Please place the attached on the Board of Supervisors agenda under Correspondence – Action at your earliest convenience.

Sincerely,

Michele J. Hartshorn
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE
BIG PINE FIRE PROTECTION DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

FILED

MAR 05 2018

INYO CO. CLERK
KAMMI FOOTE, CLERK

BY

DEPUTY

A Resolution of the Governing Body of the Big Pine Fire Protection District Approving the Rescheduling of Governing Body Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code § 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of Inyo to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.

RESOLUTION NO: 1718-002

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch. 235, enacting Elections Code §§ 14050-14057, which prohibits the holding of an election other than on a statewide election date if holding an election on a nonconcurrent date resulted in a significant decrease in voter turnout, as defined, and further authorizes voters to enforce this prohibition by filing an action in superior court; and

WHEREAS, the Big Pine Fire Protection District currently conducts its elections for members of the District in November of odd-numbered years (*e.g.*, November 2015) pursuant to Elections Code § 1303 subdivision (a); and

WHEREAS, voter participation in Inyo County is greater for statewide general elections than for odd-year local elections, including special district governing body member elections; and

WHEREAS, the District believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the Special Districts elections; and

WHEREAS, it is considered the view of the District that starting with the 2018 Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the District further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the District desires to change the date of future governing body member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1303(b) establishes a procedure whereby the District may change the election date for its governing body members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404; and

WHEREAS, if the change in election date is approved by the Inyo County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2020 with governing body members whose terms would have expired in 2019 being extended to 2020 and governing body members whose terms would have expired in 2021 being extended to 2022, as required by Elections Code § 10404(i) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the Big Pine Fire Protection District Governing Body, do hereby adopt this resolution to consolidate the election date for members of the District with the state general election in November of even-numbered years, beginning in 2020 pursuant to Elections Code § 1303(b).
3. The District shall forward the original copy of this resolution to the Inyo County Elections and Inyo County Board of Supervisors, who will consider the request for formal approval of the change at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the Inyo County Board of Supervisors as required by Elections Code § 10404 subdivision (f).
5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November 2020, and each subsequent governing body member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current governing body members expiring in November 2019 will be extended to November 2020 and the terms of members expiring in November 2021 will be extended to November 2022(see Exhibit A).
7. In the event that the Inyo County Board of Supervisors declines to authorize consolidation in 2020 on the grounds specified in Elections Code § 10404(e), the Big Pine Fire Protection

District Governing Body requests that the Inyo County Board of Supervisors authorize such consolidation at the soonest feasible date.

8. The District and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 19th day of December, 2017, at a regular meeting of the Governing Body of the Big Pine Fire Protection District, by the following vote:

AYES:	Four
NOES:	None
ABSTAIN:	None
ABSENT:	One

Dated: December 19, 2017


President

Big Pine Fire Protection District

CERTIFICATION

I, Joan Dixon, District Secretary of the Big Pine Fire Protection District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Kerry Koontz, seconded by Governing Body Member Mike Carrington, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on December 19, 2017.

Dated: Dec 19, 2017

 _____, Clerk

Consolidation of Elections - California Elections Code Section 10404

10404. (a) This section applies only to special districts electing members of the governing body in odd-numbered years. As used in this section, "special district" means an agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries, except a city, county, city and county, school or community college district, or special assessment district.

(b) Notwithstanding any other law, a governing body of a special district may, by resolution, require that its elections of governing body members be held on the same day as the statewide general election.

(1) The resolution setting the election shall also include dates that are consistent with the primary or general election with respect to nominations, notices, canvass of votes, certification of election, and all other procedural requirements of this code pertaining to the primary or general election.

(2) The resolution shall be submitted to the board of supervisors no later than 240 days prior to the date of the currently scheduled district election.

(c) The board of supervisors shall notify all districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

(d) The elections official shall prepare and transmit to the board of supervisors an impact analysis of the proposed consolidation.

(e) The board of supervisors, within 60 days from the date of submission, shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. Prior to the adoption of a resolution to either approve or deny a consolidation request, the board or boards of supervisors shall each obtain from the elections official a report on the cost-effectiveness of the proposed action.

(f) Within 30 days after the approval of the resolution, the elections official shall notify all registered voters of the districts affected by the consolidation of the approval of the resolution by the board of supervisors. The notice shall be delivered by mail and at the expense of the district.

(g) Public notices of the proceedings in which the resolution is to be considered for adoption shall be made pursuant to Section 25151 of the Government Code.

(h) If a special district is located in more than one county, the special district may not consolidate an election if any county in which the special district is located denies the request for consolidation.

(i) If, pursuant to subdivision (b), a special district election is held on the same day as the statewide general election, those governing body members whose terms of office would have, prior to the adoption of the resolution, expired prior to that election shall, instead, continue in their offices until their successors are elected and qualified, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by the board of supervisors.

(j) If a board of supervisors approves the resolution pursuant to subdivision (e), the special district election shall be conducted on the date specified by the board of supervisors, in accordance with subdivision (a), unless the approval is later rescinded by the board of supervisors.

(k) If the date of a special district election is changed pursuant to this section, at least one election shall be held before the resolution, as approved by the board of supervisors, may be subsequently repealed or amended.

#24

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: 592285
Receipt Number: 2489570
Geographical Code: 1401
Copies Mailed Date: March 26, 2018
Issued Date:

RECEIVED
2018 APR -9 PM 1:38
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: WESTERN REFINING RETAIL, LLC
Name of Business: WESTERN REFINING RETAIL #6125
Location of Business: 466 S MAIN ST
BISHOP, CA 93514-3421
County: INYO
Is Premise inside city limits? Yes
Mailing Address: 19100 RIDGEWOOD PKWY
SAN ANTONIO, TX 78259-1834
Type of license(s): 20

Census Tract 0008.00

Transferor's license/name: 583327 / 2GO TESORO COMPANY Dropping Partner: Yes No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include Off-Sale Beer And Win- PERSON-TO-PERSON TRANSFER, ANNUAL FEE, and ISSUE TEMPORARY PERMIT. Total fee is \$433.00.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: March 26, 2018
Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.
Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s) WESTERN REFINING RETAIL, LLC
Applicant Signature(s)