

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

October 16, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
- 3. CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

- 4. REPORT ON CLOSED SESSION**
- 5. PUBLIC COMMENT**
- 6. COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
- 7. PRESENTATION – California State Association of Counties** – Representatives from the California State Association of Counties (CSAC) will present a 2018 Challenge Award to Inyo County's Health and Human Services and Probation departments, and a 2018 Merit Award to the Inyo County Clerk-Recorder.
- 8. EMPLOYEE SERVICE RECOGNITION** – The Board of Supervisors will recognize employee service milestones reached during the 2018 Third Quarter.

DEPARTMENTAL – PERSONNEL ACTIONS

- 9. SHERIFF** – Request Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for one (1) Deputy Sheriff exists in the General Fund, as certified by the Sheriff and concurred by the Acting County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment, but an open

recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Deputy Sheriff, Range 67SA-SC (\$4,232 - \$5,677) and authorize up to the D step for a qualified lateral applicant.

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER-REGISTRAR OF VOTERS

10. Request Board: A) appoint in lieu of election nominees who completed Declarations of Candidacy during the filing period for the November 6, 2018 Statewide General Election, as indicated on the Clerk's Certificates, to the office of Director and/or Trustee to special and school districts as indicated; B) authorize the Death Valley Unified School District to appoint any qualified person to office, as indicated on the Clerk's Certificate for the District, on or before November 20, 2018 (one remaining vacancy to be filled due to no declarations of candidacy filed; see Clerk's Certificate for recommendation); C) authorize the Lone Pine Unified School District to appoint any qualified person to office, as indicated on the Clerk's Certificate for the District, on or before November 20, 2018 (one remaining vacancy to be filled due to no declarations of candidacy filed; see Clerk's Certificate for recommendation); and D) authorize the Inyo-Mono Conservation District to appoint any qualified person to office, as indicated on the Clerk's Certificate for the District, on or before November 20, 2018 (two remaining vacancies to be filled due to no declarations of candidacy filed; see Clerk's Certificate for recommendation).

COUNTY ADMINISTRATOR

11. **Advertising County Resources** – Request Board approve final payments from the 2017-2018 Advertising County Resources Budget in the following amounts: \$1,500 to the Lone Pine Chamber of Commerce for Concerts in the Courtyard; and \$1,600 for the 2018 Mule Days Social Media advertising/promotional campaign.
12. **Economic Development** – Request Board approve the contract with Linner Group LLC (JR Lamia) for the development of Next Generation Wireless Carrier Networks for an amount not to exceed \$15,000 for the period of October 16, 2018 through June 30, 2019, subject to funding availability and adoption of future budgets, and authorize the Chairman to sign the contract, contingent on obtaining appropriate signatures.
13. **Recycling & Waste** – Request Board consider and approve a resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Community Clean-up Day at the Lone Pine Pioneer Cemetery.

SHERIFF

14. Request Board: A) declare Adamson Police Products a sole-source vendor for law enforcement supplies; B) authorize a purchase order to Adamson Police Products in the amount of \$20,000 for ballistic and load-bearing vests; and C) authorize a blanket purchase order to Adamson Police Products in the amount of \$30,000 for miscellaneous LEO safety gear, less-lethal, and pepper ball supplies.
15. Request Board: A) declare Digital Ally a sole-source vendor for car and body camera systems; and B) authorize a blanket purchase order with Digital Ally in the amount of \$15,000 for car cameras, body cameras, and any accessory replacement costs through the end of the fiscal year.

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

16. **PRESENTATION – Southern California Edison** – Request Board receive a presentation from Cal Rossi, Southern California Edison Government Relations Manager, on SCE's Public Safety Power Shutoff program.
17. **COUNTY ADMINISTRATOR – Inyo Film Commission** – Request Board receive Inyo Film Commissioner Chris Langley's fall oral report on local filming activity.

18. **TREASURER-TAX COLLECTOR** – Request Board: A) accept the resignation of Chief Ray Seguire as a member of the Treasury Oversight Committee; B) rescind the appointment of Chief Ray Seguire to the Treasury Oversight Committee; and C) approve a resolution confirming the Treasurer's nomination of and appointing Chief Damon Carrington to the vacant seat on the Treasury Oversight Committee.
19. **PUBLIC WORKS** – Request Board ratify and approve the renewal of the right-of-way grant between the County of Inyo and the Bureau of Land Management for the existing Tecopa Mixing Table.
20. **SHERIFF/COUNTY ADMINISTRATOR – Emergency Services** – Request Board: A) ratify and approve payment of the annual CodeRED/IPAWS invoice from ONSOLVE, LLC for \$12,500; and B) declare ONSOLVE, LLC a sole-source provider of the CodeRED/IPAWS services.
21. **COUNTY ADMINISTRATOR – Personnel** – Request Board authorize the County Administrator to sign the personal services contract with Richard Benson as Assistant County Administrator for \$10,402 per month, effective October 4, 2018.
22. **COUNTY ADMINISTRATOR – Personnel** – Request Board ratify and approve the April 1, 2018 – March 31, 2021 Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (IPPOA) and authorize the Chairperson to sign.
23. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board: A) declare Waste Management of California, Inc. a sole-source provider; B) ratify and approve the contract with Waste Management of California, Inc. for waste hauling services from the community of Homewood Canyon, in an amount not to exceed \$40,288, for the period of October 1, 2018 through June 30, 2021, subject to Board approval and adoption of future County budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

- 11:30 a.m. 24. **CAPITAL ASSET LEASING CORPORATION** – *The Board will convene as the Capital Asset Leasing Corporation Board of Directors to consider the following:*
- A) Election of Officers** – *The Board will elect a President, Secretary and Treasurer for the Corporation.*
 - B) Approval of Minutes** – *The Board will consider approval of the October 17, 2017 Capital Asset Leasing Corporation meeting minutes.*
 - C) Financial Report** – *Inyo County Treasurer-Tax Collector Alisha McMurtrie will present a Financial Report on the Corporation.*

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

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

25. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

26. **Public Works** – Agenda for the Southern Inyo Airport Advisory Committee meeting scheduled for 7 a.m. October 24, 2018 at the Lone Pine Death Valley Airport Terminal Building.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Board of Supervisors/County Administrator

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Presentation of 2018 CSAC Challenge and Merit Awards to Inyo County's HHS and Probation departments, and the Clerk-Recorder

DEPARTMENTAL RECOMMENDATION: N/A (*This staff report is being provided as background information only.*)

SUMMARY DISCUSSION:

The California State Association of Counties (CSAC) earlier this year put out a call for entries for its "Challenge Awards" competition which annually seeks to "recognize the innovative and creative spirit of California counties as they find innovative, effective and cost-saving ways to provide programs and services to their citizens." Inyo County Clerk-Recorder-Registrar of Voters Kammi Foote submitted for consideration her office's "Online Fictitious Business Name Registration" program, while the Probation Department and Health & Human Services teamed to enter a joint application for the Inyo County Juvenile Services Redesign initiative. For their respective efforts, the HHS and Probation won a Challenge Award in the Rural Category and the Clerk-Recorder won a Merit Award in the Rural Category. Statewide, 15 programs were selected to receive Challenge Awards, and another 36 programs are being recognized with Merit Awards. There were almost 275 total entries this year.

Representatives of CSAC will be in attendance today to present the well-deserved awards to these departments and officials.

OTHER AGENCY INVOLVEMENT:

The California State Association of Counties

FINANCING:

N/A

DEPARTMENT HEAD SIGNATURE: _____

Date: _____

10/11/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

9

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 16, 2018

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

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- B. Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment; but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- C. Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC \$4,232 – \$5,677) and authorize up to the E step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 30, 2017, the Sheriff's Office had a deputy sheriff's position become vacant due to the separation. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the E step, or an internal and open recruitment for an entry level applicant. Hiring of this (1) one deputy sheriff's position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

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



OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

FINANCING:

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

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>9/26/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 10-1-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Kammi Foote, Inyo County Clerk & Registrar of Voters

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Appointment of Nominees in Lieu of Election- November 6, 2018 General Election

DEPARTMENTAL RECOMMENDATION:

- A) Request the Board of Supervisors appoint-in-lieu of election nominees who completed Declarations of Candidacy during the filing period for the November 6, 2018 Statewide General Election as indicated on the attached *Clerk's Certificates* to the office of Director and/or Trustee to special and school districts as indicated; and
- B) Request the Board of Supervisors appoint any qualified person to office, as indicated on the *Clerk's Certificate* for the Death Valley Unified School District, on or before November 20, 2018. (Last regular meeting prior to the Monday before December 1st.) **One** remaining vacancy to be filled due to no declarations of candidacy filed; see Clerk's Certificate attached for recommendation.
- C) Request the Board of Supervisors appoint any qualified person to office, as indicated on the *Clerk's Certificate* for the Lone Pine Unified School District, on or before November 20, 2018. (Last regular meeting prior to the Monday before December 1st.) **One** remaining vacancy to be filled due to no declarations of candidacy filed; see Clerk's Certificate attached for recommendation.
- D) Request that the Board of Supervisors appoint any qualified person to office, as indicated on the *Clerk's Certificate* for the Inyo Mono Conservation District, on or before November 20, 2018. (Last regular meeting prior to the Monday before December 1st.) **Two** remaining vacancies to be filled due to no declarations of candidacy filed; see Clerk's Certificate attached for recommendation.

SUMMARY DISCUSSION:

An election is scheduled for November 6, 2018 to elect directors in various school and special districts in Inyo County. California Elections Code Section 10515 provides for appointment by the Board of Supervisors if the number of persons filing a declaration of candidacy is equal to or less than the number of offices to be filled or when no person(s) filed a declaration of candidacy for any office.

The County Clerk/Recorder & Registrar of Voters certifies that the positions in the attached *Clerk's Certificates* had not more persons file than vacant positions and requests that the Board of Supervisors appoint the nominees as listed.

The County Clerk-Recorder/Registrar of Voters will issue the "*Certificate of Appointment In Lieu of Election and Oath of Office*" to each nominee.

ALTERNATIVES: Not appoint Nominees in Lieu of Election, which would be contradictory to Elections Code §10515 and would result in vacancies on the Boards in these Districts.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

<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: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

10/5/18

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2018 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2018. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Death Valley Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:

Teresa E. Stevenson – 4-year term
Debra Ann Watterson – 4-year term
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Teresa E. Stevenson – 4-year term
Debra Ann Watterson – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

Colleen Buck

Colleen Buck

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 4th day of October 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters

By:  _____
Elections Clerk



September 7, 2018

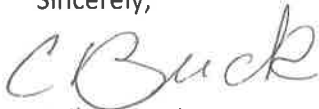
Inyo County Board of Supervisors
224 N. Edwards St.
Independence, CA 93526

Dear Supervisors:

I am submitting this letter of interest requesting appointment to the Death Valley Unified School District's board vacancy. I believe the county now has my correct address (the same residence location, but confusion over addresses assigned at China Ranch) and hope that the Board of Supervisors will approve my appointment to a new four year term for the board seat I currently occupy.

Thank you for your consideration of this request as I hope to continue serving on the Death Valley Unified School District governing board.

Sincerely,



Colleen Buck
1901 China Ranch Rd.
Tecopa, CA 92389

cc Inyo County Elections

FILED

SEP 11 2018

CLERK OF COUNTY CLERK

INYO COUNTY

*** CLERK'S CERTIFICATE ***
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the Consolidated General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the First Friday in December, 2018. I further certify that this office has not received a petition as required in Section 10515 of the Elections code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Governing Board of the **Lone Pine Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year term and **three** 4-year terms;
3. The names of the persons submitting Declarations of Candidacy are:

Leigh A. Miller – 2-year term
Jason Olin – 4-year term
Krista L. McKray-Sullivan – 4-year term

4. The number of vacancies remaining is **one 4-year term**.

Since the circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of election has occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held November 5, 1996, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District.

Leigh A. Miller – 2-year term
Jason Olin – 4-year term
Krista L. McKray-Sullivan – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is one 4-year term remaining with vacancies to be filled due to insufficient or no declaration of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following person has indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

Scott W. Kemp

Scott W. Kemp

The person(s) appointed shall qualify and take office and serve exactly as if elected at the Statewide General Election for such office.

Dated this 4th day of October, 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk





LONE PINE UNIFIED SCHOOL DISTRICT

P. O. BOX 159 · LONE PINE, CALIFORNIA 93545
PHONE (760) 876-5579 FAX (760) 876-5438

Heidi Torix
Superintendent/Principal

Board of Trustees:
Susan Patton, President
Scott Kemp, Clerk
Cheryl Howerton, DVM
Jason Olin
Krista Sullivan

September 10, 2018

To Whom It May Concern:

Please consider this letter my interest for the Governing Board of the Lone Pine Unified School District for a One-Four Year Term.

Sincerely,

A handwritten signature in blue ink that reads "Scott W Kemp". The signature is fluid and cursive.

Scott W Kemp

FILED

SEP 11 2018

CLERK OF SUPERVISORS

9732

42

★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2018 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2018. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Owens Valley Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one 2-year term**
3. The names of the persons submitting Declarations of Candidacy are:
Steven Eric Pischel - 2-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Steven Eric Pischel – 2-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

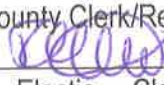
FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

N/A

N/A

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 4th day of October 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2018 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2018. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Round Valley Joint Elementary School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:

Jeff Perry – 4-year term
Eduardo V. Sandoval – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jeff Perry – 4-year term
Eduardo V. Sandoval – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT


N/A

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

N/A

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 4th day of October 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2018 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2018. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Inyo-Mono Resource Conservation District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**
3. The names of the persons submitting Declarations of Candidacy are:
Ron Yribarren -4-year term
4. The number of vacancies remaining is: **Two 4-year terms**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Ron Yribarren -4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **two 4-year term** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Richard Moss
Jarret Phillips

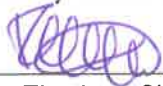
FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS:

Richard Moss
Jarret Phillips

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 4th day of October 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters

By:  _____
Elections Clerk



From: Jarret Phillips <jbar1979@icloud.com>
To: jbar1979 <jbar1979@aol.com>
Subject: Fwd: IMRCD
Date: Wed, Sep 19, 2018 8:48 am

Sent from my iPhone

Begin forwarded message:

From: Jarret Phillips <jbar1979@icloud.com>
Date: September 13, 2018 at 7:13:24 AM PDT
To: Rob Pearce <Robert.pearce@ca.usda.gov>
Subject: IMRCD

To. Michele Hartshorn

Hello,

I Jarret Phillips would like to be appointed by Inyo County Supervisors to the IMRCD board for a four year term.

I moved to the valley just under 11 years ago. I came here to work for Cal Fire. I did that for 8 years and decided to make a change. I work LADWP as a maintenance and construction helper. My family and have a hay and cattle ranch in Benton.

Thank you,
Jarret Phillips
760-920-9058
JBAR1979@icloud.com
Sent from my iPhone



Michele Hartshorn
P.O. Drawer F
Independence, CA 93526
September 13, 2018

I would like to be reappointed by the Inyo County Board of Supervisors as board member for another 4-year term for the Inyo Mono Resource Conservation District (IMRCD). This appointment would start in 2019

I have been on the IMRCD since 1973 (45 years).

I am a farmer in Mono County.

My address is:
1049 Cinnamon Ranch Road
Bishop, CA 93514

Thank you,

A handwritten signature in cursive script that reads "Richard Moss". The signature is written in dark ink and is positioned above the printed name.

Richard Moss

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2018 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2018. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Northern Inyo Healthcare District Area 2, 3 & 5** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year term
3. The names of the persons submitting Declarations of Candidacy are:

Jean Turner	Area 2 – 4-year term
Robert Sharp	Area 3 – 4-year term
M. C. Hubbard	Area 5 – 4-year term

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jean Turner	Area 2 – 4-year term
Robert Sharp	Area 3 – 4-year term
M. C. Hubbard	Area 5 – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

N/A


N/A

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 4th day of October 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: _____


Elections Clerk



*** CLERK'S CERTIFICATE ***
STATEWIDE GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the Consolidated General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the First Friday in December, 2018. I further certify that this office has not received a petition as required in Section 10515 of the Elections code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Governing Board of the **Southern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms;
3. The names of the persons submitting Declarations of Candidacy are:

Richard Fedchenko – 4-year term
Jaqueline Hickman – 4-year term

4. The number of vacancies remaining is **None**.

Since the circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of election has occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held November 5, 1996, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District.

Richard Fedchenko – 4-year term
Jaqueline Hickman – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **No** remaining with vacancies to be filled due to insufficient or no declaration of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following person has indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS:

N/A

N/A

The person(s) appointed shall qualify and take office and serve exactly as if elected at the Statewide General Election for such office.

Dated this 4th day of October, 2018

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk





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: Jon Klusmire, Museum Services Administrator
FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Final County of Inyo Community Project Sponsorship Payment to the Lone Pine Chamber of Commerce and the Bishop Mule Days Celebration for successfully completing 2018 Annual New Community Project Sponsorship Projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2017-18 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$1,500 for Concerts in the Courtyard and to the Bishop Mule Days Celebration for \$1,600 for the 2018 Mule Days Social Media advertising/promotional campaign (Object Code 5511).

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2017-18 County of Inyo Annual New Community Project Sponsorship Grant in the amount of \$3,000 to help sponsor the Concerts in the Courtyard event. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,500. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Mule Days Celebration was awarded a FY 2017-18 County of Inyo Annual New Community Project Sponsorship Grant in the amount of \$3,200 to help fund its 2018 Mule Days Social Media advertising/promotional campaign. After contracts were finalized, 50 percent the grant funds were disbursed to Mule Days. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,600. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.


The social media campaign "exceeded all goals and expectations," Mule Days reports, and generated approximately two million "impressions" across all platforms, and was credited with sparking an increase in total event revenue of 14 percent. See the attached Final Report for a full and extensive review of the striking results generated by the social media advertising/promotional campaign.

ALTERNATIVES: The Board could deny the requests.

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

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/9/2018</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:  (Jon Klusmire) Date: 10-9-18
(Not to be signed until all approvals are received)



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

September 5, 2018

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of
Concerts in the Courtyard.

This has become a very popular event for tourist as well as locals.

Thank you for your help.

Sincerely,

Kahlleen New
President/CEO



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

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

Total Requested 1,500.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Lone Pine Chamber of Commerce
Project Name Concert in the Courtyard

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
5/18- 6/18	Linda Duarte	Clerk 20 hrs @ 15.00	300.00
2/16/18	Staples	supplies	114.17
6/7/18	US Post Office	mail out	185.12
7/25/18	Skip and Jaque	Band	500.00
7/5/18	Sandy and High County	Band	500.00
8/17/18	MacSky Trio	Band	400.00
5/21/18	Philadelphia Insurance	Insurance	695.00
8/31/18	KIBS	Radio Ads	430.00
6/9 - 8/30/18	Inyo Register	Newspaper ads	491.39

Invoice Total 3,615.68
Total Reimbursement requested (if different) 1500.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/ Event Completed 8/29/18

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

Documentation of All Eligible Expenses

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

Kathleen New Pres./CEO 8/29/18
Signature of Representative Title Date

Free Concert tonight

LONE PINE CHAMBER OF COMMERCE
Courtyard
Concert

Finish your evening out in
Lone Pine with a **FREE** concert

August 18th
@ 8-11pm



McSky Trio

120 South Main Street
Lone Pine California



Brought to you by the Lone Pine Chamber of Commerce - 760.876.4444 - Sponsored by Inyo County



**Bishop Mule Days Celebration
Inyo County Grant
Final Report**

The Inyo County Community Project Sponsorship Program Grant awarded to Bishop Mule Days Celebration created the opportunity for Mule Days to completely revamp its advertising strategy, moving away from emphasis on print media to specific targeted marketing campaigns across social media platforms. The intent and purpose of focusing advertising on social media were twofold. First, to provide, via the most popular platforms relevant to current society, access to information about the Mule Days event and the surrounding points of interest in the unincorporated areas of Inyo County. Second, to have that information gleaned from social media drive guests to Mule Days fiscally sustaining the organization and contribute to the regional economy by incrementally increasing guest visitation to Inyo County attractions. The social media advertising campaign was successful on both accounts.

Mule Days 2018 saw the most significant fiscal gains since 2007 with overall sales increase of 14%. While several factors such as the recovered economy which in turn created more discretionary household income contributed to the increase, the most significant factor was the specific targeted social media advertising campaigns. The advertising campaign anticipated reaching slightly over 250,000 people with the intent to establish engagement driving guests to Mule Days and the surrounding area. The campaign from February through August 2018 exceeded all goals and expectations in impressions and reach on social platforms. Mule Days impressions or the number of news feeds displayed once was 2,147,601 in total averaging 26,000 per day in the three months leading up to Mule Days. Slightly over two million! The reach or the total number of times potential guests saw the posted content was 756,655. Three times the anticipated goal!

Growth in followers was exhibited across all social platforms. Facebook followers went from 16,264 to 21,507 from July 2017 to July 2018 for a 26% increase. One singular viral post of the 20 Mule Team reached 225,000 people with 14,800 reactions which included likes, comments and shares. Instagram has 4,099 followers which is double from one year ago in 2017 with the number of impressions reaching 12,000 people per week.

Mule Days social media follower demographics also demonstrates success of the overall marketing campaign. Mule Days social media platforms were accessed 68% via mobile phones comprised mostly Apple iPhone, 21% by traditional desktop computers and 10% through tablets. Males 45-65+ years old comprised 48% of who saw the posted content or reach while females in the same age range represented 29% of the total reach. Males and females combined ages 45-65+ compiled 77% of all social media users who saw impressions or posts mostly on mobile devices. Data suggests Mule Days is relevant on social media which in turn has successfully driven ticket sales upwards.

True West Magazine a print publication with digital platforms reaches 915,000 branded subscribers who are a passionate and mature audience reveling in the history of the American West. Mule Days advertises with this publication on both print and social platforms because the True West demographics extrapolate to Mule Days and also have driven ticket sales upwards. True West median age is 58 comprised of 80% male and 20% female with 59% having attended and graduated college with 27% holding post graduate degrees with a median income of \$74,000. Discretionary income. Income to create an experience steeped in the American West. A Mule Days experience. Experiences sell tickets to Mule Days and increases guest visitation to Inyo County attractions.

Reached from prior year marketing campaigns on social media was Fantasy RV Tours, a large group of 50 RVs with 98 guests who purchased RV spaces and tickets to all Mule Days 2018 events. During their stay throughout the course of the week they rented two buses and were hosted by Chamber of Commerce and Visitors Bureau docents on tours to the Owens Valley Radio Observatory, Lone Pine Film History Museum, Mt. Whitney Fish Hatchery and Manzanar National Historic Site. This large RV group also purchased boxed lunches for the bus tour from a local deli and held their farewell dinner at a local restaurant. Connecting the large RV group with the Chamber made data about their visit to the area easy to capture. Based upon the large RV group's experience, it is a safe assumption many other smaller groups and individuals also created similar experiences during their visit to Mule Days and Inyo County creating positive fiscal impacts on many local attractions, venues and services.

The social media targeted advertising campaign was successful. Guests planning trips to the area and then visiting the area had access to relevant information across multiple social media platforms via mobile devices. Information that guided their experience during their visit and ultimately driving them to spend more time in the area or plan a return trip. Mule Days won. Inyo County won. The Bishop Mule Days Celebration and Inyo County attractions fiscal sustainability is moving upwards through increased visitation driven by the social media target marketing campaign gratefully funded in part by the Inyo County Community Project Sponsorship Program Grant.



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

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

Total Requested \$ 1,600.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Bishop Mule Days Celebration

Project Name Social Media Targeted Marketing

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
1/1/2018-8/31/18	Facebook	Social Media Ad Campaign	\$ 6,934.31
1/1/2018-8/31/18	Eastern Sierra Marketing	Social Media Ad Implementation	\$ 5,500.00
6/7/2018	On Point Productions	2018 Event Videography	\$ 6,250.00
2/22/2018	Skandar Productions	2018 Video Production for Social Platforms	\$ 2,000.00
7/10/18	SharpEnd Designs	Website Redesign	\$ 2,200.00
8/6/2018	Mountain Studio	New Website Programming & Launch	\$ 2,324.00

Invoice Total \$ 25,208.31
Total Reimbursement requested (if different) \$ 1,600.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed 8/31/18

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

Documentation of All Eligible Expenses

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

Tomera Mondell Executive Director 9/26/18
Signature of Representative Title Date

2018 SPONSORS

The Bishop Mule Days Celebration remains grateful to all sponsors who support this world class mule event honoring the legacy, heritage and talents of the mule. Sponsors come from Bishop's own big backyard and from afar, and all are equally appreciated for their passionate support of Mule Days. Our heritage and culture remain alive and well directly through these sponsorships of Bishop Mule Days. Thank you.

LOCAL SPONSORS

395 Store

Official US 395 Souvenir Store
www.395store.com

Alpine Signs

One Stop Shop for Custom Signage
www.alpinsesigns.com

Antique Peddler & Trading Post

2293 N Sierra Hwy, Bishop CA
760-873-8797

Bishop Automotive Center

Serving Bishop Since 1980
www.bishopauto.com

Bishop Chamber of Commerce & Visitors Bureau

Small Town with a Big Backyard
www.bishopvisitor.com

Bishop Country Club

1200 US-395, Bishop, CA
760-873-5828

Bishop Creek Chevron

Corner of N. Sierra Hwy and Tu Su Lane, Bishop CA
760-872-1644

Bishop Real Estate

Rasmuson & Associates
760-873-4264

Bishop Vons

1190 N. Main Street, Bishop, CA
760-873-9811

Bishop Waste Disposal

100 Sunland Indian Reservation Road, Bishop CA
www.bishopwaste.com

Browns Supply

219 Wye Road, Bishop CA
760-872-93514

Carl's Jr.

768 N. Main Street, Bishop CA
760-873-4090

Chase Bank

400 N. Main Street, Bishop CA
www.chase.com

Coca-Cola

Taste the Feeling
www.coca-cola.com

Devon's Flower Patch

Full Service Florist
www.devonsflowerpatch.com

Dewey Pest Control

Serving California Since 1929
www.deweypest.com

Eastern Sierra Transit Authority

We Get You Where You Need to Go
www.estransit.com

Eastern Sierra Wholesalers

250 S. Main Street, Bishop, CA
760-873-3596

Kammi Foote

Inyo County Clerk-Recorder

Gillespie Distributing

486 E. Line Street, Bishop, CA
760-872-6931

High Country Lumber

Helping to Create Beautiful Homes
444 S. Main Street, Bishop, CA

High Sierra Credit Union

136 W. Line Street, Bishop, CA
760-873-6190

Holy Smoke Texas Style BBQ

Come On In And Enjoy Authentic Texas BBQ
772 N. Main Street, Bishop, CA

Home Lumber Company

1130 N. Main Street, Bishop, CA
760-873-6379

Inyo County

Adventure Capital of the World
www.inyocounty.us

Inyo-Mono Body Shop & Towing

Specializing in Auto Body Repair
760-873-4271

Inyo-Mono Title Company

Locally Owned & Operated since 1913
www.inyomonotitle.com

Jack's Waffle Shop

Family Style Restaurant
437 N. Main St., Bishop CA

KIBS/KBOV

The Voice of the Sierra
100.7 FM - 1230 AM

K-Mart

Home of the Blue Light Special
1800 N. Main St., Bishop CA

Landscape Solutions

Call Ed Morse
760-937-0512

Lone Pine Locksmiths

24 Hour Emergency Service
760-873-8900

McDonalds

562 N. Main St., Bishop CA
www.MyLocalMcDs.com

Mammoth Mountain Ski Resort

California's best resort for skiing, snowboarding, and snowmobiling.
www.mammothmountain.com

Mountain Rambler Brewery

World Class Craft Beer
www.mountainramblerbrewery.com

Mountain Studio

Julie Faber
www.mtnstudio.com

SharpEnd Designs

Keri Davis
www.sharpenddesigns.com

Nuts N Twigs

Back to Basics, Back to Our Roots.
905 N. Main Street, Suite C, Bishop, CA

Pampered Pooches

Pet Grooming & Boarding
760-872-7387

Pizza Factory

We Toss'em, They're Awesome
760-872-8888

Preferred Septic & Disposal

Helping to Keep Our Community Clean
1280 N Main Street Ste. 1, Bishop CA

Red Roof Inn

You Stay Happy, Pets Stay Free
150 E. Elm Street, Bishop, CA

Rudolph Construction

Serving the Inyo & Mono Counties since 1979
760-873-9800

Sierra Wave Media

Sierra's New Alternative ALT 92.5
www.sierrawave.net

Sterling Heights Assisted Living

Retirement Living the Way It Should Be
www.bishopseniorliving.com

Steve's Auto & Truck Parts

For All the Parts You Need!
760-873-7131

STTARR

Sierra Tactical Training & Active Response Resources, LLC
www.sttarr.net

The Toggery

Western Wear
115 N. Main St., Bishop CA



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 12
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Approve contract with JR Lamia for Next Gen Wireless Carrier Networks.

DEPARTMENTAL RECOMMENDATIONS:

Request that your Board approve the contract with Linner Group LLC (JR Lamia) for the development of Next Generation Wireless Carrier Networks for an amount not to exceed \$15,000 for the period of October 16, 2018 through June 30, 2019, subject to funding availability and adoption of future budgets, and authorize the Chairman to sign the contract, contingent on obtaining appropriate signatures.

SUMMARY DISCUSSION:

Inyo County retained OKU Solutions to perform RF propagation/coverage studies. This was essentially an effort to identify and characterize cell sites in order to improve cellular coverage along the Owens Valley and along the 395 corridor in Inyo County. In addition, sites were also evaluated at the Panamint Springs Resort, Stovepipe Wells Airport, Furnace Creek Airport and Amargosa Airport. This study was completed in June 2018.

The next logical step is to engage and work with cell service providers to expand and improve the cell network. This will include identifying ways that Inyo County can facilitate development of these facilities. Staff has neither the resources nor the expertise to undertake this activity. We are recommending the Board enter into a contract with JR Lamia to perform this work as a logical follow-up to the Preliminary Digital Economy Strategic Plan and Roadmap he recently completed for the County in June 2018. The amount of the contract is \$15,000 and has well defined milestones and deliverables that must be met for payment.

ALTERNATIVES:

1. The Board could provide direction staff to attempt to follow up on the OKU Solutions study.
2. The Board could choose not to pursue more robust cellular service in this manner.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

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

APPROVALS

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

PERSONNEL DIRECTOR

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/10/18

AGREEMENT BETWEEN COUNTY OF INYO

AND LINNER GROUP, LLC

FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Next Gen Wireless Networks services by Linner Group, LLC, of Wayzata, Minnesota, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Clint G. Quilter, whose title is Acting County Administrator.

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

2. TERM.

The term of this Agreement shall be from October 16, 2018, to June 30, 2019, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifteen Thousand (\$15,000.00) 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 an itemized statement of all services and work described in Attachment A, which were done at the County's request. Payment terms are defined in Exhibit B, Schedule of Fees, attached hereto.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying

Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

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

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

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By _____
Signature

By _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND LINNER GROUP, LLC FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES

TERM:

FROM: October 16, 2018 TO: June 30, 2019

SCOPE OF WORK:

Review current and anticipated wireless requirements and service locations including support related to the Internet of Things (IoT) like sensors collecting real-time data or surveillance in remote areas for residents, business and public safety

Review with AT&T and Verizon (separately) their wireless network infrastructure and capabilities, future plans and how the County can facilitate improvements

- Current cell sites (towers), backhaul (fiber, microwave), voice/data technologies (2G, 3G, 4G) and associated distance/signal strength along 395 and within communities
- Potential for new cell sites to improve coverage
- Potential for new technologies for faster, reliable data

Review and discuss how Inyo County can encourage and support AT&T and Verizon's infrastructure improvements

- Access to new cell site locations, fiber backhaul?
- Support in regulatory matters?
- Collaborative auditing and reporting steps to ensure service levels remain high

Inventory County assets and review for potential rezoning or land divestiture to support improvements based on feedback from service providers

Deliverables:

- Prepare agenda and exhibits, and facilitate discussion amongst stakeholders
- Bi-weekly progress reporting to Sponsor on plan activities, issues and requests for guidance
- Inventory of County assets to support
- Commitment from AT&T to provide Inyo with updated level of service (TBD)
- Commitment from Verizon to provide Inyo with updated level of service (TBD)
- New Wireless Voice/Data Plan for Inyo County documenting at a high-level:
 - o Cell site locations and anticipated signal coverage/strength along Highway 395, each community and recreation areas (understand where coverage is and is not to be expected)
 - o Technologies in place today and planned for future (2G, 3G, 4G, 5G)
 - o Collaborative auditing and reporting steps to ensure service levels remain high

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES

TERM:

FROM: October 16, 2018 **TO:** June 30, 2019

SCHEDULE OF FEES:

Project Management Fee October 2018 - June 2019	\$15,000
Expenses (None anticipated)	\$0
Total	\$15,000

Payment terms for project management fees are:

- 50% will be invoiced upon contract signature
- 25% will be invoiced upon commitment by AT&T and Verizon to engage in discussions
- Remaining 25% will be invoiced upon delivery of the New Wireless Voice/Data Plan

Payment terms for expenses are:

- There are no anticipated expenses to be incurred by consultant

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND LINNER GROUP, LLC
FOR THE PROVISION OF NEXT GEN WIRELESS CARRIER NETWORKS SERVICES**

TERM:

FROM: October 16, 2018 TO: June 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



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
 Closed Session
 Informational

FROM: Recycling & Waste Disposal

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Waiver of solid waste disposal and gate fees

DEPARTMENTAL RECOMMENDATION: Request Board consider approval of a resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Community Clean-up Day at the Lone Pine Pioneer Cemetery.

SUMMARY DISCUSSION:

The Mt. Whitney Cemetery District will be hosting a Community Clean-up Day at the Lone Pine Pioneer Cemetery on Saturday, October 20, 2018 at 9 a.m. Organizers have requested the County waive disposal and gate fees for trash and litter removed at the event, noting that it holds this event every three to five years and does not make this request very often. The participants have agreed to separate items that can be recycled, in order to help Inyo County meets its recycling goals, and will only bring trash collected from the cemetery clean-up event to the Lone Pine Landfill. Waste attributable to the event will be tracked.

Your Board has waived fees for this and similar clean-up events in the past. A resolution waiving the fees as requested is attached.

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

OTHER AGENCY INVOLVEMENT: N/A

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

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

DEPARTMENT HEAD SIGNATURE: Richard J. Benson Date: 10/4/18
 (Not to be signed until all approvals are received)

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR COMMUNITY CLEAN-UP DAY AT THE LONE PINE PIONEER CEMETERY

WHEREAS, on Saturday, October 20, 2018, there will be a Community Clean-up Day at the Lone Pine Pioneer Cemetery; and

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

WHEREAS, Inyo County recognizes the benefit of community cemeteries and desires to assist residents and communities in keeping these resources and historical places clean and beautiful; and

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

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

WHEREAS, all trash and litter coming from the Community Clean-up Day at the Lone Pine Pioneer Cemetery will be transported and deposited in the Lone Pine Landfill; and

WHEREAS, trash or litter coming from any other source will not be represented as having been collected at the Community Clean-up Day at the Lone Pine Pioneer Cemetery.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the Community Clean-up Day at the Lone Pine Pioneer Cemetery for a total up to \$100.

BE IT FURTHER RESOLVED that this fee waiver shall cover disposal fees for the disposal of material from October 20, 2018 to October 22, 2018.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT G. QUILTER
Acting Clerk of the Board

By: _____
Darcy Ellis, Assistant

WE NEED YOUR HELP

COMMUNITY CLEAN-UP DAY

AT THE

LONE PINE PIONEER CEMETERY

SATURDAY – OCTOBER 20, 2018 – 9 AM

**BRING A RAKE, SHOVEL, GLOVES, AND A WHEELBARROW IF YOU CAN
(WEAR LONG PANTS AND STURDY SHOES)**

REFRESHMENTS WILL BE PROVIDED

CALL 876-1868 IF YOU HAVE QUESTIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Blanket Purchasing Authority with Adamson Police Products for FY2018-2019

DEPARTMENTAL RECOMMENDATION:

- A. Declare Adamson as sole source vendor for law enforcement supplies and,
- B. Authorize a purchase order in the amount of \$20,000 for ballistic and load bearing vests
- C. Authorize a blanket purchase order in the amount of \$30,000 for miscellaneous LEO safety gear, less lethal and pepper ball supplies.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In November of 2017, your Board declared Adamson Police Products a sole source supplier of law enforcement equipment and safety gear. The Sheriff's Department is requesting the purchase of 16 new ballistic vests, 26 load bearing vests, leather gear, flashlights, Pepper Ball and Less Lethal equipment for use by Law Enforcement Personnel. These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner. Adamson's has provided us with competitive pricing on high quality safety equipment and is able to come to us to provide certified measurements for vests within 72 hours of placing an order. Authorization to open a blanket purchase order will allow us to order safety equipment as needed and expedite payments through the Purchasing and Auditor's offices. Issuance of these purchase orders will not negate the requirement of following the Purchasing Policy.

ALTERNATIVES:

Deny sole source justification and go out to bid for ballistic, load bearing vests and miscellaneous equipment from other vendors. This is not recommended as we have new hires in the field and at academy that we must provide safety equipment for. After reviewing the state contract held by another vendor, we have determined they would not be able to provide us with the specified equipment, nor be able to provide measuring services on site.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the Sheriff General budget (022700) and Jail General Budget (022900), Personal and Safety Equipment (5112) Law Enforcement Special (5313).

APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/28/2018</u>
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DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)  Date: 10.1.18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

15

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Purchase order for Digital Ally for car/body cameras

DEPARTMENTAL RECOMMENDATION:

- A. Declare Digital Ally as sole source vendor for car and body camera systems, and
- B. Authorize a blanket purchase order with Digital Ally in the amount of \$15,000 for car cameras, body cameras any accessory replacement costs through the end of the fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Office is requesting to purchase car cameras, body cameras and accessories to replace broken equipment and to supply our newly hired employees with body cameras. Our current operating systems, FirstVu and VuVault are trademarked products of Digital Ally. Compatible equipment is only available through Digital Ally. These are standard issue safety equipment for our patrol staff and have to be replaced when broken in the line of duty or due to regular wear and tear. We are requesting an open purchase order to facilitate continuous ordering and payment throughout the fiscal year.

ALTERNATIVES:

Not approve the requests as listed. This is not recommended as we do not have the funds available to purchase a new operating system and equipment for recording, storing and accessing visual evidence.

OTHER AGENCY INVOLVEMENT:

Auditor's office
Purchasing agent

FINANCING:

Funds are available in the Sheriff General budget (022700), Law Enforcement Special (5313). These items are eligible to be reimbursed by COPS funding.

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APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/28/2018</u>
---------------------	--

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

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Accept Treasury Oversight Committee Member's resignation, rescind the appointment of the Member, consider Treasurer's nomination for appointment to the Treasury Oversight Committee, and appoint a new Member of the Treasury Oversight Committee.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a resolution entitled "Resolution Rescinding Appointment and Confirming Other Appointment to the Treasury Oversight Committee".

1. Accept the resignation of Chief Ray Seguire as a Member of the Treasury Oversight Committee; and
2. Rescind the appointment of Chief Ray Seguire to the Treasury Oversight Committee; and
3. Adopt the attached Resolution appointing the Treasurer's nomination of Chief Damon Carrington to the vacant seat on the Treasury Oversight Committee.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Government Code Section 27133 created the requirement of a Treasury Oversight Committee (Committee). The committee was mandated. On May 28, 1996 the Board of Supervisors adopted Inyo County Ordinance 970 establishing the Treasury Oversight Committee. On February 9, 1999, the Board adopted Ordinance 1010 amending the Code, restructuring the Committee into what exists today. On January 1, 2006, Government Code Section 27131 lifted the mandate and made the committee optional. Previous Boards and your own have decided to keep the Committee intact through the Inyo County Investment Policy.

The Committee requires a minimum of three (3) members in accordance with both California Government Code and County Code to operate as a Committee and conduct business.

Chief Ray Seguire, former Bishop Fire Chief, has since retired. Included herein is his resignation from the TOC, effective November 7, 2017. Chief Seguire has been a long-time member of the Committee and his services to the Committee have been invaluable and very much appreciated by me, my predecessor, and other members of the TOC.

Chief Seguire represented the category comprised of members of the treasury pool who are special districts that are required or authorized to deposit funds in the county treasury.

In accordance with the Board's Committee Appointment Policy, the vacancy was published in the local newspaper for a period of 60 days. There were no responses to this call for letters of interest during this period. California Government Code allows for an alternative process for appointment in which the County Treasurer

nominates a candidate for the Board's consideration. I am bringing forth a nomination for your consideration today.

Chief Damon Carrington of the Big Pine Fire Department has expressed his interest in being appointed to this Committee. He has been a close working partner with Chief Seguine over the years and is familiar with the functions of the Committee. The Big Pine Fire Department is a depositor into the treasury pool and subject to limited oversight by the County Auditor-Controller and the Treasurer-Tax Collector. As the Chief Operating Officer of a Special District, Chief Carrington would be a great asset to the Committee. As a native of Inyo County, Chief Carrington's commitment to the town of Big Pine, the County of Inyo and it's future remains strong.

I am nominating Chief Damon Carrington of the Big Pine Fire Department for your Board's consideration as an appointee to the Committee and respectfully request your Board appoint Chief Carrington to the vacant seat on the Committee.

ALTERNATIVES:

The Board could choose not to appoint Chief Carrington to the Committee and leave the seat vacant. The Board could choose their own representative. Neither option is recommended as A) the Committee's vacancy places a strain on the 2 remaining members to conduct all of the business of the Committee at all times, and B) the Treasurer must nominate the candidates for consideration and I have not received any other names for consideration.


OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>02/28/2018</u>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 10/2/18

RESOLUTION NO. 2018-_____

**RESOLUTION RESCINDING APPOINTMENT AND CONFIRMING OTHER
APPOINTMENT TO THE TREASURY OVERSIGHT COMMITTEE**

WHEREAS, Government Code Section 27131 recommends the Board of Supervisors of any county which invests surplus funds (such as Inyo County) to establish a county treasury oversight committee (hereafter "Treasury Oversight Committee"), and further provides that the members of the Treasury Oversight Committee shall be nominated by the County Treasurer, subject to confirmation by the Board of Supervisors; and

WHEREAS, the Board of supervisors has enacted Ordinance No. 970 establishing the Treasury Oversight Committee and describing the exact size and composition of its membership; and

WHEREAS, one of the persons appointed to the Treasury Oversight Committee have since tendered their resignation creating a vacancy; and

WHEREAS, the County Treasurer has nominated to the Board of Supervisors the person named in this resolution for appointment to the Treasury Oversight Committee.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Inyo County Board of Supervisors hereby accepts the resignation and rescinds the appointment of the following named Treasury Oversight Committee member: Chief Ray Seguine, Special District representative; and

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors hereby confirms the nomination of the County Treasurer of the following name, and appoints them to the membership of the Treasury Oversight Committee, to serve the term provided by ordinance:

1. Chief Damon Carrington, Big Pine Fire District

IT IS FURTHER RESOLVED that this appointment shall become effective immediately upon approval.

PASSED AND ADOPTED this 16th day of October, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson
Inyo County Board of Supervisors

ATTEST:

Clint Quilter
Acting Clerk to the Board of Supervisors

By _____, Deputy
Darcy Ellis

November 7th, 2017
Chairman Danielle Sexton
Treasury Oversight Committee

Dear Mrs. Sexton and Board Members of The Oversight Committee, as many of you know I am retiring this December as Fire Chief of the City of Bishop and the Rural Fire District.

Because of my retirement, I am also submitting to you my resignation, effective immediately, to resign my position on the Treasury Oversight Committee.

It has been a privilege to serve on the TOC for the last several years.

Respectfully,



Ray Seguire



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: Public Works/ Road Department

FOR THE BOARD MEETING OF: **OCT 16 2018**

SUBJECT: Right-of-way grant between the County of Inyo and the Bureau of Land Management (BLM)

DEPARTMENTAL RECOMMENDATIONS:

Request the Board ratify the renewal of the right-of-way (ROW) grant between the County of Inyo and the Bureau of Land Management for the existing Tecopa Mixing Table.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Asphalt Mixing Table right-of-way is located on an 8.6 acre parcel located at the Tecopa Mixing Table off of Furnace Creek Road, Inyo County, California. This right-of-way grant is a renewal of the previous 20-year agreement in place with the BLM that expired on February 3, 2018. The Board authorized the submittal of a ROW grant renewal application for a 10-year lease on February 13, 2018 (see attached). The BLM replied to the application with a grant offer for a 30-year term, which was received September 17, 2018. This renewal, if accepted, will remain in place until Decemember 31, 2047, unless, prior thereto it is relinquished, abandoned, terminated, or modified. The Tecopa Mixing Table is currently used for the operation and storage of materials processing equipment for the construction, maintenance, and repair of Inyo County Roads.

ALTERNATIVES:

Your Board could choose not to renew this right-of-way grant. This is not recommended as the Road Department actively utilizes the Tecopa Mixing Table for Inyo County Road Projects and no activites can be conducted related to this right-of-way on public land until we have received an authorized right-of-way grant from the BLM.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

As a local government agency, the BLM has determined that the Inyo County Road Department is exempt from monitoring and rental fees.

APPROVALS

COUNTY COUNSEL:

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

Approved: YES Date 10/8/18

[Handwritten signature]

AUDITOR/CONTROLLER

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

Approved: _____ Date _____

PERSONNEL DIRECTOR

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten signature] Date: 10/9/18

For Mike E.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Barstow Field Office

Serial Number
CACA-38342

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder County of Inyo -- Road Department receives a right to construct, operate, maintain, and terminate a Asphalt Mixing Table on public lands (or Federal land for MLA Rights-of-Way) described as follows:

The Asphalt Mixing Table is for the operation and storage of materials processing equipment for the construction, maintenance and repair of Inyo county roads.

- b. The right-of-way or permit area granted herein is 250 feet wide, 2500 feet long and contains 8.6 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2047, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, dated 03/22/2018, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

(Title)

(Date)

(Effective Date of Grant)

CACA-38342 County of Inyo Tecopa Asphalt Mixing Table Site

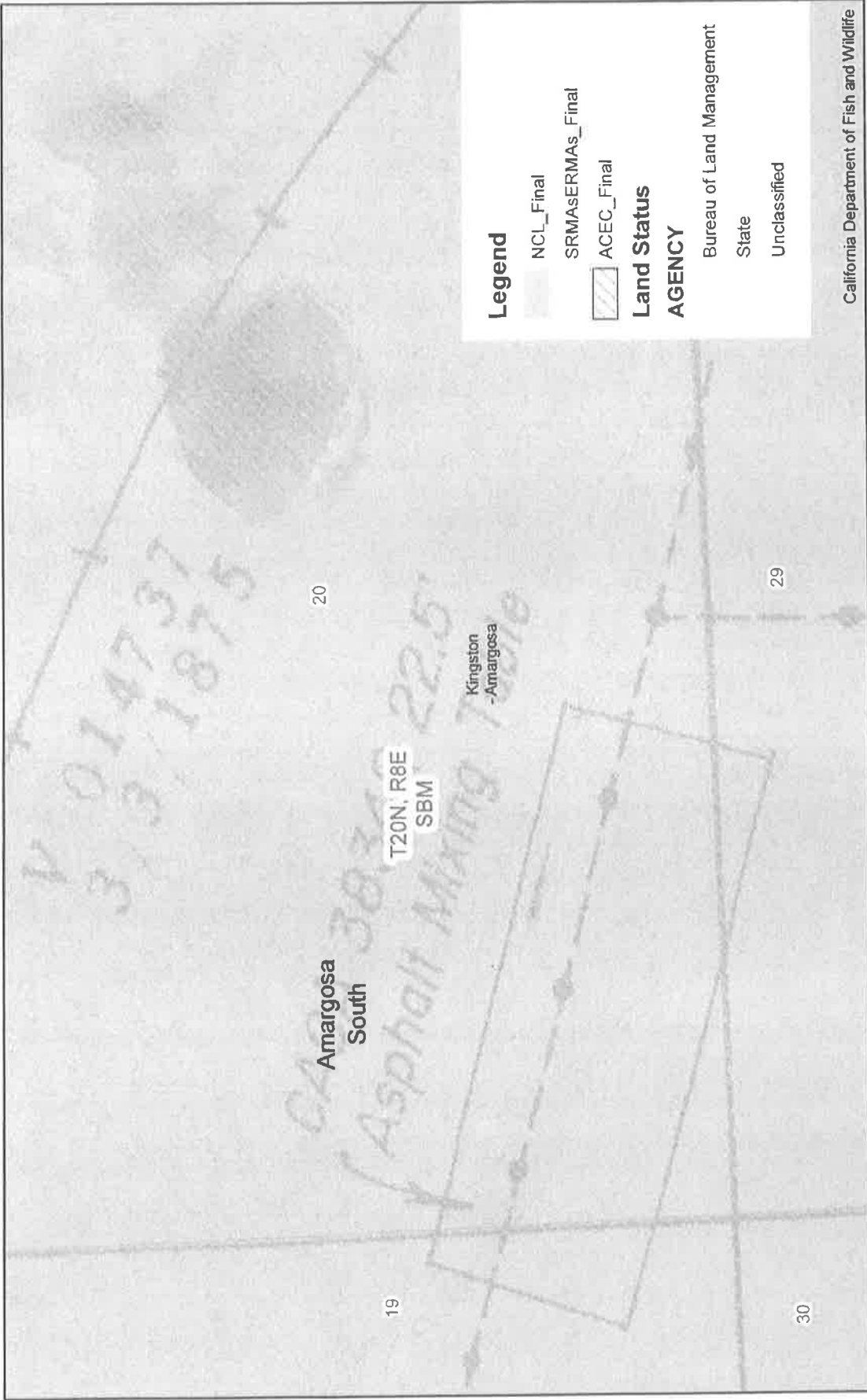


Exhibit A
CACA-38342
Inyo County - Renewal of Asphalt Mixing Table Site
Land Allocation: Amargosa South ACEC,
Amargosa/Grimshaw SRMA
Kingston Amargosa CNCLS
March 22, 2018

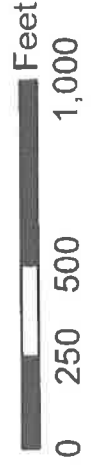


EXHIBIT B

Inyo County – Department of Public Works
Tecopa Asphalt Mixing Table Site
CACA-38342
March 22, 2018

1. The BLM Authorized Officer for the administration of this grant is the Field Manager, Barstow Field Office, 2601 Barstow Road, Barstow, CA, Phone (760) 252-6000.
2. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the authorized officer. Such authorization shall be requested by submission of an application to amend the current authorization.
3. Construction, maintenance, and emergency-related traffic shall be restricted to routes approved by the Authorized Officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the Authorized Officer. Authorized roads used by the Holder shall be rehabilitated or maintained when construction activities are complete as approved by the Authorized Officer.
4. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.
5. Protocol -Discovery of Human Remains in California
All discovered human remains shall be treated with respect and dignity. California state law (California Health & Safety Code 7050.5) and federal law and regulations ([Archaeological Resources Protection Act (ARPA) 16 USC 470 & 43 CFR 7], [Native American Graves Protection & Repatriation Act (NAGPRA) 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1-7]) require a defined protocol if human remains are discovered in the state of California regardless if the remains are modern or archaeological.

Upon discovery of human remains, all work within a minimum of 200 feet of the remains must cease immediately, nothing disturbed and the area is to be secured. The County Coroner's Office of the county where the remains were located must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner or the site shall also be called and informed of the discovery. If the remains

are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene. Disturbing human remains is against federal and state laws and there are criminal/civil penalties including fines and/or time in jail up to several years. In addition, all vehicles and equipment used in the commission of the crime may be forfeited. The Coroner will determine if the bones are historic/archaeological or a modern legal case.

Modern Remains

If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

Archaeological Remains

If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

Remains discovered on federally owned/managed lands

After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or NAGPRA. If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 Inadvertent discoveries, must be followed.

Remains discovered on non-Federally owned/managed lands

After the Coroner has determined the remains on non-federally owned/managed lands are archaeological and there is no legal question, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American he/she shall contact by telephone within 24 hours, the California Native American Heritage Commission (NAHC). The NAHC will immediately notify the person it believes to be the most likely descendent of the remains. The most likely descendent has 48 hours to make recommendations to the land owner for treatment or disposition of the human remains. If the descendent does not make recommendations within 48 hours, the land owner shall reinter the remains in an area of the property secure from further disturbance. If the land owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the NAHC.

Resumption of activity. The activity that resulted in the discovery of human remains may resume at any time that a written, binding agreement is executed between the BLM, lineal descendants, and/or the federally recognized affiliated Indian Tribe(s) that adopts a recovery plan for the excavation or removal of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following 43 CFR §10.3 (b)(1) of these regulations. The disposition of all human remains and NAGPRA items shall be carried out following 43 CFR

§10.6.

6. The holder(s) will immediately bring to the attention of the Barstow Field Manager (or his designated representative) any cultural resources (prehistoric/historic sites or objects) and/or paleontological resources (fossils) encountered during permitted operations and maintain the integrity of such resources pending subsequent investigation.
7. Any cultural and/or paleontological resource (historic/prehistoric site or object) discovered by the holder, or any person working on their behalf, on public or Federal land shall immediately be reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder. In the case of inadvertent finds of Native American human remains, the most likely effected tribe or tribes will be notified in addition to the notification of the Native American Heritage Commission and the coroner as provided by law.
8. The application of water and/or other palliatives for dust abatement in construction areas and during project operations and maintenance will be done with the minimum amount of water necessary to meet safety and air quality standards and in a manner that prevents the formation of puddles, which could attract wildlife and wildlife predators.
9. All activity work areas shall be kept free of trash and debris. Particular attention will be paid to "micro-trash" (including such small items as screws, nuts, washers, nails, coins, rags, small electrical components, small pieces of plastic, glass or wire, and any debris or trash that is colorful or shiny) and organic waste that may subsidize predators. All trash will be covered, kept in closed containers, or otherwise removed from the project site at the end of each day or at regular intervals prior to periods when workers are not present at the site.
10. All activities relating to materials processing will be confined to the minimum area necessary and shall not exceed:
 - (a) An existing asphalt mixing table within an area measuring roughly 2000 feet by 45 feet wide.
 - (b) No excavating is authorized in the right-of-way area. Construction of new roads are authorized. No road widening will be carried out.
 - (c) Confine the height of waste and stockpiles and vehicle berms/barriers to no more than 6 feet.
11. Proper precaution will be taken at all times to prevent and suppress fires. The holder will be held responsible for suppression costs for any fires on public lands caused through negligence of his employees, contractors or subcontractors. No debris burning will be allowed without specific permission from the Authorized Officer.
12. Creosotes shall be avoided by equipment during operation to the maximum extent possible.

13. Operations will be conducted in such a manner so as not to interfere with utilities. Should any utilities be damaged or removed by reason of holder's operations, or his employees, contractors, and subcontractors, they shall be restored or replaced at holders expense.
14. Installation of fence posts/steel cable shall be constructed and maintained in a safe condition. The gates shall be made as stout and vandal proof as possible and marked with safety reflectors.
15. The authorized officer shall be provided keys to access the site at all times and shall be notified at least 10 days prior to any change in locks.
16. Construction holes left open over night shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wild life from falling through and into a hole.
17. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
18. The holder shall in addition to the applicable required governmental safeguards also implement up-to-date standard industry construction practices to prevent toxic substances from leaching into the soil.
19. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
20. The holder shall maintain the lease in a safe, usable condition, as directed by the authorized officer.
21. No dumping of trash, old asphalt, etc., shall occur on the site.
22. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

23. No advertising signs or devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer, or otherwise permitted in the Plan of Development.
24. The holder shall hold harmless the United States against any liability for damages to life, person, or property arising from the use or maintenance or this right-of-way.
25. Only authorized structures shall be located on the site; such as stockpiles, scales, portable toilets, and operating equipment. Mobile homes, trailers, or any permanent or temporary living quarters shall be considered unauthorized.
26. The holder shall follow the Inyo County mining plan or any approved revision thereof.
27. **Non-use** of the site for a continuous 2-year period will be cause for suspension and termination of the right-of-way grant, and in the event this grant is terminated for non-compliance, the holder **shall** restore the site to the satisfaction of the Authorized Officer.
28. At least ninety (90) days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant and submission of a rehabilitation site plan.
29. The rehabilitation plan shall address but not limited to the removal and reclamation of the site. Reclamation must be in writing by the authorized officer prior to commencement. All structures, equipment and materials shall be removed prior to termination of the grant. The holder is responsible for all costs of removal and restoration of the land.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 13th day of February 2018 an order was duly made and entered as follows:

*Road Dept. –
BLM Right-Of-Way
Grant Renewal*

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to renew the Right-of-Way grant from the Bureau of Land Management for a Road Department mixing table in the Tecopa/Shoshone area. Motion carried unanimously 4-0 with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 13th
Day of February, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Road Dept. DATE: March 7, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

11

- Consent Departmental Correspondence Action Public Hearing

 Schedule time for Closed Session Informational

FROM: ROAD DEPARTMENT

FOR THE BOARD MEETING OF: February 13, 2018

SUBJECT: Renew the Right-of-Way Grant for the asphalt mixing table with United States Bureau of Land Management (BLM).

DEPARTMENTAL RECOMMENDATIONS:

Renew the Right-of-Way Grant from BLM for a Road Department mixing table in the Tecopa/Shoshone area.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department has had an asphalt mixing table, which is used for the field manufacturing of asphalt surfacing material. The mixing table is associated with a borrow site and has been included in the borrow site permit. Along with the borrow site permit, BLM requires a separate Right-of-Way Grant for the mixing table since they consider it to be a permanent feature. Our current Right-of-Way Grant will expire on February 3, 2018.

ALTERNATIVES:


Your Board could choose not to approve the agreement, which would require the Road Department to stop using the table. The loss of the mixing table would have a severe negative impact on the maintenance in the Tecopa/Shoshone area.

OTHER AGENCY INVOLVEMENT:

Approval of County Counsel of the agreement.

FINANCING:

There is no costs associated with the approval.

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>grs</u> Date: <u>1/26/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>N/A</u> 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: <u>n/a</u> Date: _____

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



Date: 1/29/18

APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Inyo county Road Department
P.O Drawer Q
Independence, CA 93526

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

3. Telephone (with area code)

760-878-0201

Applicant

Inyo County Road Dept.

Authorized Agent

Chris Cash

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization number
- c. Amend existing authorization number
- d. Assign existing authorization number
- e. Existing use for which no authorization has been received *
- f. Other*

* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Renew currant Right-of-Way Grant CACA-38342 for 10 years to maintain and operate an existing Asphalt Mixing Table to operate and store materials processing equipment for the construction, maintenance and repair of Inyo County roads on public lands southeast of Tecopa, California.

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: Attached Applied for Not Required

10. Nonreturnable application fee: Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

This mixing table is already constructed, and will be operated and maintained by the Inyo County Road Department.

Inyo County has a reclamation plan and financial insurance trust fund set up for this mixing table. (Please See attached)

13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

This is a preexisting Right-of-Way grant that is due to expire from a 20 year lease, Inyo County Road Department is asking to extend the Right-of-Way grant for another 10 years

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

There will be no construction as this is a preexisting facility.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

There will be no change in existing conditions.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

None

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities.

"Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

There will be Cold Mix asphalt stored at this sight, which is no change from prior Right-of-Way Grant.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

None

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date

01/03/2018

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "f" and "g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "f" and "g" above.	<input type="checkbox"/>	<input type="checkbox"/>

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

BURDEN AND NONDISCRIMINATION STATEMENTS

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 0596-0082. The time required to complete this information collection is estimated to average 8 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.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



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: Sheriff's Department-CAO/Disaster Services

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Approval to pay annual invoice with ONSOLVE, LLC for CodeRED Emergency Notification System / Integrated Public Alert Warning System (IPAWS).

DEPARTMENTAL RECOMMENDATION:

- A) Request Board ratify and approve payment of the annual CodeRED/IPAWS invoice from ONSOLVE, LLC, for \$12,500; and,
B) Request Board approve ONSOLVE, LLC as a Sole Source provider of the CodeRED/IPAWS services.

SUMMARY DISCUSSION:

The County of Inyo has contracted with ONSOLVE, LLC (and its predecessor ECN West) since 2009 to provide CodeRED - Emergency Notification System services. The CodeRED system provides the County with the ability to quickly deliver messages to targeted areas or the entire County during emergencies. CodeRED is an opt-in geographically enabled alerting system, meaning that local residents and business owners must sign-up with CodeRED to receive these alerting messages. The IPAWS Module is an add-on feature that compliments CodeRED; it allows public safety officials to send critical messages electronically within a designated geographic area. Anyone that is within that designated area will receive an IPAWS alert. IPAWS was added to the service agreement by a 2017 amendment.

The Board is also being requested to approve ONSOLVE, LLC as a Sole Source provider. The following provides Sole Source justification: the digital infrastructure has already been built and the CodeRED users have already been trained. Many County residents and business owners have already enrolled in the CodeRED system and they use and rely on the services that are provided through the CodeRED system. In addition, our neighboring County of Mono also uses CodeRED and the IPAWS Module add-on feature. There have been several times when Inyo County dispatchers have had to send Mono County CodeRED alerts due to compromised power lines. Alternatively, Mono County can assist in alerting our residents and business owners if we experience downed lines. This alerting redundancy is invaluable for public safety.

ALTERNATIVES:

Your Board could choose not to approve ONSOLVE, LLC as a sole source provider, but this is strongly opposed. Any incident or situation where Inyo County is without a robust alerting system, and personnel trained to initiate such a system, can be considered a threat to public safety.



OTHER AGENCY INVOLVEMENT:

City of Bishop, County of Mono, Cal OES.

FINANCING:

This expenditure is included in the Fiscal Year 2018-2019 Board Approved Budget #623717, Object Code #5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>10/3/18</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>10/4/2018</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: 10/4/18



INVOICE

OnSolve, LLC

INVOICE #: ECN-033274

DATE: 09/20/2018

780 West Granada Boulevard
Ormond Beach, FL 32174
Phone 386-676-0294 Fax 386-676-1127

BILL TO: Inyo County, CA
croper@inyocounty.us
Carma Roper
PO BOX 5
Independence, CA 93526

SHIP TO: Carma Roper
PO BOX 5
Independence, CA 93526
United States

REFERENCE #	MEMO	PAYMENT TERMS
		Due on receipt of invoice

QTY	UNIT PRICE	DESCRIPTION	AMOUNT
1	\$10,000.00	CodeRED extension for 10/15/2018 - 10/14/2019	\$10,000.00
1	\$2,500.00	Integrated Public Alert Warning System (IPAWS) Submission App for 10/15/2018 - 10/14/2019	\$2,500.00
SUBTOTAL			\$12,500.00
TOTAL			\$12,500.00

Thank you for your business.

Remit Payments to Onsolve, LLC
780 West Granada Blvd
Ormond Beach, FL 32174

Bank/Wire Information:
Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104
Credit to Account # 5231692129
Routing / ABA # for wires: 121000248

ABA # for ACH: 063107513



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Assistant County Administrator personal services contract.

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to sign a personal services contract with Richard Benson for Assistant County Administrator for \$10,402 per month effective October 4, 2018.

SUMMARY DISCUSSION:

Mr. Benson is being brought back to fill the vacant Assistant County Administrator on a limited term contract from October 4, 2018 through March 31, 2019 while the County recruits for a permanent replacement.

ALTERNATIVES:

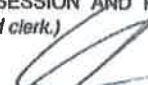

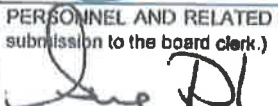
Your Board could choose to not approve the contract, however, this is not recommended because the Assistant County Administrator position is of critical importance to ensuring the County can conduct business and serve the public.

OTHER AGENCY INVOLVEMENT:

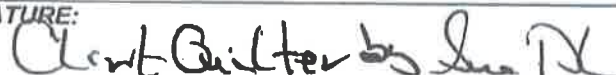
County Counsel
Personnel

FINANCING:

Funding for the position is included in the Fiscal Year 2018-2019 Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date 10/09/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date 10/9/2018
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date 10/9/18

DEPARTMENT HEAD SIGNATURE:



**AGREEMENT BETWEEN COUNTY OF INYO
RICHARD BENSON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, RICHARD BENSON (hereinafter referred to as "Assistant County Administrator") has been duly appointed as Assistant County Administrator for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Assistant County Administrator 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 Assistant County Administrator 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.

Assistant County Administrator will report directly to and shall work under the direction of the County Administrator. As the Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions.

3. TERM.

The term of this Agreement shall be from October 4, 2018 until March 31, 2019 as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant County Administrator 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 Assistant County Administrator.

B. Travel and Per Diem. County shall reimburse Assistant County Administrator for the travel expenses and per diem which Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant County Administrator 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. Assistant County Administrator 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 Assistant County Administrator 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.

Assistant County Administrator's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant County Administrator that the performance of these services and work will require a varied schedule. Assistant County Administrator, in arranging his 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 Assistant County Administrator to provide the services and work described in Attachment A must be procured by Assistant County Administrator and be valid at the time Assistant County Administrator enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant County Administrator 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 the Assistant County Administrator to his perform duties as Assistant County Administrator. All other licenses, certificates, and permits will be procured and maintained in force by Assistant County Administrator at no expense to the County. Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant County Administrator 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 Assistant County Administrator by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant County Administrator will use reasonable care to protect, safeguard and maintain such items while they are in Assistant County Administrator's possession.

B. Products of Assistant County Administrator'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, Assistant County Administrator'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, Assistant County Administrator will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator 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 Assistant County Administrator harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant County Administrator's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant County Administrator Ninety (90) days written notice of such intent to terminate. Assistant County Administrator 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 Assistant County Administrator. County has relied upon the skills, knowledge, experience, and training of Assistant County Administrator as an inducement to enter into this Agreement. Assistant County Administrator shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Assistant County Administrator 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.

Assistant County Administrator 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 Assistant County Administrator only as allowed by law.

15. CONFLICTS.

Assistant County Administrator agrees that Assistant County Administrator 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. Assistant County Administrator agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant County Administrator 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, Assistant County Administrator 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, Assistant County Administrator 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 Assistant County Administrator 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

Assistant County Administrator:
RICHARD BENSON Name
 9103 Oak Hills Ave
 Bakersfield, CA 93312 ___ 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 RICHARD BENSON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

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

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT COUNTY ADMINISTRATOR

By: Richard Benson
Print or Type Name

[Signature]
Signature

Dated: 10/5/18

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND RICHARD BENSON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: October 4, 2018 TO: March 31, 2019

SCOPE OF WORK:

Assistant County Administrator shall perform the duties and responsibilities as identified in the job description for Assistant County Administrator attached hereto.



THE COUNTY OF INYO

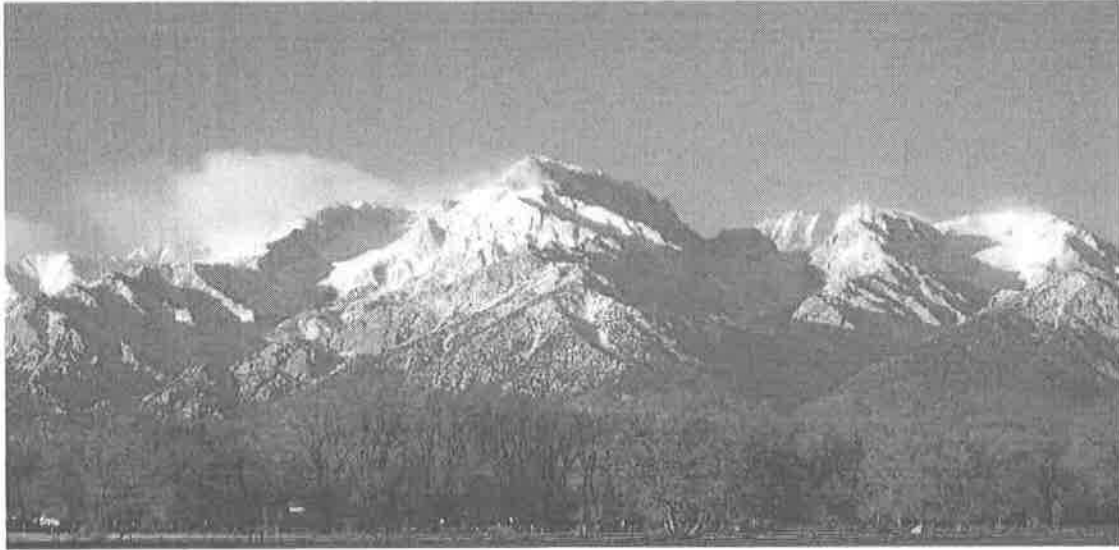
INVITES APPLICATIONS FOR

**ASSISTANT COUNTY ADMINISTRATOR
SENIOR DEPUTY COUNTY ADMINISTRATOR
DEPUTY COUNTY ADMINISTRATOR**



FINAL APPLICATION FILING DATE:

Open Until Filled



THE POSITION

This position acts as a full-line assistant to the County Administrator. Assists the County Administrator in managing and directing the activities of assigned County departments, divisions, and work units; provides administrative and policy guidance to County department heads; plans, organizes, and directs the activities of assigned divisions and activities of the County Administrative Office; provides highly complex staff assistance to the County Administrative Officer; assumes the responsibilities of the County Administrative Officer as assigned or required in his/her absence; and, functions as a positive and proactive team leader and team member.

THE COUNTY ADMINISTRATOR'S OFFICE

The County Administrative Office is responsible for direction of the following programs and services:

- Budget and Finance
- Clerk of the Board of Supervisors
- Economic Development
- Emergency Services
- Information Services
- Integrated Waste Management
- Library Services
- Motor Pool

- Museum Services
- Parks & Recreation
- Personnel
- Purchasing
- Risk Management

EMPLOYMENT STANDARDS

Any combination of experience and training that would provide the required knowledge and skills is qualifying.

Experience: A typical way to obtain the required knowledge and skills would be:

Deputy County Administrator: Four (4) years of progressively responsible professional administrative experience in a governmental agency, including two (2) years of management responsibility.

Senior Deputy County Administrator: Five (5) years of progressively responsible professional administrative experience in a governmental agency, including four (4) years of management responsibility, with two (2) years of this management experience being in a California city or county.

Assistant County Administrator: Seven (7) years of progressively responsible professional administrative experience in a governmental agency, including six (6) years of management

responsibility, with four (4) years of this management experience being in a California city or county.

Training: Equivalent to a bachelor's degree from an accredited college or university with major coursework in business, public administration, or a related field.

Conflict of interest: Persons hired as a result of this recruitment must file a Conflict of Interest Statement within thirty (30) days of employment.

SALARY AND BENEFITS

Deputy County Administrator:
\$6627 - \$8053/mo.

Senior Deputy County Administrator:
\$7310 - \$8885/mo.

Assistant County Administrator:
\$8060 - \$9801/mo.

Above monthly salaries are paid over 26 pay periods annually.

*Additional 2% cost-of-living increase effective July 1, 2015

PLUS

CalPERS Retirement System:
Classic Employees (existing CalPers member) 2% at 55 – Inyo County pays the employee contribution rate toward retirement.

PEPRA Employees (new CalPers members hired after January 1, 2013) 2% at 62. Employees will be required to pay employee contribution toward retirement.

Inyo County pays a portion of employee and dependent monthly premium on CalPERS 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.



APPLICATION

Applicants may write or call for an application at Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526, (760) 878-0407. Application information is also available at the Inyo County website, www.inyocounty.us.

Applicants must apply on the 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. Incomplete applications will not be processed. **It is not acceptable to complete the application with statements such as "See/Refer to Resume".**

ABOUT INYO COUNTY

Inyo County is the ultimate destination for those who appreciate the outdoors. The County contains one of the most spectacular mountain ranges (Sierra Nevada) and one of the most spectacular desert areas (Death Valley) in the United States. It contains one National Park and borders two others. What it lacks in large population centers, it more than makes up for in recreational opportunities.

Inyo County is the second largest county in California, with a size of 6,490,200 acres, over 10,000 square miles. Included in this large area is a population base of approximately 17,945. Inyo County is a rural county that is proud of its excellent schools and family environment.

The City of Bishop is the only incorporated city in the County and the Bishop area has a population of approximately 12,000. There are several smaller unincorporated towns throughout Inyo County. Inyo County has been called the "outdoor adventure capital of the world".

RECREATIONAL OPPORTUNITIES

- ◇ Skiing at Mammoth/June Mountain
- ◇ Cross Country Skiing
- ◇ Day-Hiking/Backpacking/Camping—Sierra Nevada & Great Basin
- ◇ Fishing and Hunting—Wild Trout Fishing, Deer, Fowl, etc.
- ◇ Four-Wheel Drive Exploration—Great Basin and Death Valley
- ◇ Horseback Riding—Clubs and Wilderness Trails
- ◇ Running, Biking, and Swimming
- ◇ Mountaineering
- ◇ Boating & Water Skiing

LOCAL EVENTS

- ◇ Mule Days
- ◇ Tri-County Fair
- ◇ 49er Encampment in Death Valley
- ◇ 4th of July in Independence
- ◇ Millpond Music Festival
- ◇ Lone Pine Film Festival

EDUCATIONAL/CULTURAL OPPORTUNITIES

- ◇ Cerro Coso Community College
- ◇ Geology of the Great Basin—Classes & Field Trips
- ◇ White Mountain Research Station, University of California
- ◇ Owens Valley Radio Observatory, Cal Tech
- ◇ Aboriginal Cultural History
- ◇ Inyo Council for the Arts
- ◇ Music Clubs, Cowboy Poetry Readings
- ◇ Eastern Calif. Museum, Independence
- ◇ Laws Railroad Museum

WEATHER—WATER—AIR

- ◇ Four Seasons Enjoyment
- ◇ Excellent Air Quality
- ◇ Streams, Lakes, & Hot Springs



ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND RICHARD BENSON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: October 4, 2018

TO: MARCH 31, 2019

SCHEDULE OF FEES:

1. Assistant County Administrator shall be paid \$10,402 per month. Assistant County Administrator shall be paid every two weeks on County paydays.
2. The County Administrator will review Assistant County Administrator's performance annually. As a result of such review, the County Administrator may authorize an increase in Assistant County Administrator's salary to a higher step in the range for Assistant County Administrator's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Assistant County Administrator's employment shall also be covered by the County's Personnel Rules and Regulations and by the Management 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 Assistant County Administrator's employment.)
4. Assistant County Administrator 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.
5. County will provide and maintain a motor pool vehicle for Assistant County Administrator use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND RICHARD BENSON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: October 4, 2018 TO: MARCH 31, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Clint Quilter, County Administrator

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Adoption of the April 1, 2018 – March 31, 2021 Inyo County Probation Peace Officers (IPPOA) MOU

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the April 1, 2018- March 31, 2021 Memorandum of Understanding between the County of the Inyo and the Inyo County Probation Peace Officers Association (IPPOA) and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Probation Peace Officers Association. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

ALTERNATIVES:

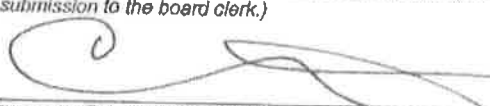
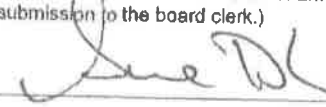
Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with IPPOA.

OTHER AGENCY INVOLVEMENT:

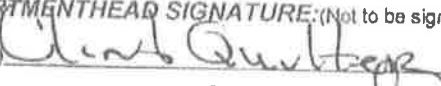

Personnel Department
 County Counsel

FINANCING:

The increases have been budgeted in the Fiscal Year 2018-2019 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/9/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>10/9/18</u>

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

 Date: 10/9/18
 50 

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION
April 1, 2018- March 31, 2021**

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Probation Peace Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. Full time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Full time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- c. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- d. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- e. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those full time non-exempt employees scheduled on a 40 hour work week. Non-exempt full time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

- a. **Stand-by Compensation.** Employees requested by the department head to serve in an after-hours response capacity will receive \$50.00 for performing standby duties on each regularly scheduled day and \$75.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. **Call-Out Compensation.** Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which he/she would otherwise remain (e.g. the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in 15 minute increments) worked.

If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. **Salary Increases:** The salaries for employees represented by ICPPOA shall be increased from those set forth in Attachment B as follows:

2% COLA effective Retro to first pay period in April 2018

2% COLA effective first pay period in April 2019

2% COLA effective first pay period in April 2020

- b. **Longevity Pay:** The County will provide the following longevity increases after ten (10) years of consecutive service:

10 years – 2%

15 years – 2%

20 years – 2%

25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. **Shift Differential.** Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.

ARTICLE 8. PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

- a. Part-time, Non-benefited, Merit System Employees:
 - (1) Defined as employees working between 1 to 19.99 hours per week;
 - (2) Hired through County recruitment process;
 - (3) Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
 - (4) Any hours worked in excess of 40 during the two week pay period will be paid at time and one half.
 - (5) Such employees shall not receive any benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, or 20 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

- b. Part-time, Benefited, No PERS Retirement, Merit System Employees:
 - (1) Defined as employees working between 20 to 29.99 hours per week;
 - (2) Employees hired through the County recruitment process;
 - (3) Merit System employees with full appellate rights under the Personnel Rules;
 - (4) Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits);
 - (5) Employees shall receive the following benefits:
 - (a) The County will pay eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, dependent coverage).
 - (b) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buy back will be based on the budgeted position (16.00-29.99). Employee using less than five days of sick leave and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days.
 - (c) Any hours worked in excess of 60 during the two-week pay period, will be paid at time and one half.

- (d) Employee moving from part-time status to full time status will be allowed portability of vacation and sick accruals based on the prorated budgeted position.
 - (e) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
 - (f) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
 - (g) Except as specifically provided in sections (a) through (f) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.
- c. Part-time, Prorated Benefits, Merit System Employees:
- (1) Defined as employees working between 30 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
 - (2) Employees hired through County recruitment process and merit system employees;
 - (3) Employees will have fully paid health insurance as provided by the County to full time career employees;
 - (4) Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
 - (5) A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- a. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, GAIN, TANF (Welfare to Work), Title V or other workers placed through state or federal programs;
- b. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1;

ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.

- b. County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- d. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum; County agrees to pay 100% of Optical insurance; County agrees to pay 100% of life insurance for employee during the term of the MOU.
 - 1. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage - \$92.31 per pay period
 - Eligible for *employee plus one* coverage - \$184.62 per pay period
 - Eligible for *family* coverage - \$276.93 per pay period
- e. Retirement Medical – At a mutually agreed upon date in the future as the County begins to make decisions on what to do for new hires, in concept, ICPPOA agrees with grandfathering existing, vested employees, and creating a pre-funded retiree health investment option for new hires with both the County and employees contributing, if allowable by law.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of what the State of California rate is per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT

Reasonable Access - The practice will continue, which allows ICPPOA Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

ARTICLE 14. CAREER LADDER PROCESS

Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

Employee must receive an overall rating of “Exceeds Expectations” on two (2) consecutive annual performance evaluation reports.

Department head must provide written documentation delineating the additional duties and responsibilities, consistent with the job description, the employee will perform on advancement from I to II, and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

(2) Advancement from II to III:

Employee must be at top step in the range for one (1) year.

Employee must receive an overall rating of “Exceeds Expectations” on two (2) consecutive annual performance evaluation reports. However, receiving an overall “Exceeds Expectations” on the first annual performance evaluation completed after this section takes effect, shall be sufficient to move from a II to III providing all other requirements of this section are satisfied.

Department head must provide written documentation delineating the additional duties and responsibilities the employee will perform, consistent with the job description, on advancement from II to III,

and any additional skills that will need to be demonstrated. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

All requests for Career Ladder Advancement are based on department head recommendation and approval by the County Administrator.

ARTICLE 15. – JOB CLASSIFICATION ADJUSTMENT

The job classification of Probation Assistant by changed to the Community Services Officer, Range 67.

ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue 4.62 hours of sick leave per pay period, for a total of 120 hours per year. There is no limit on the amount of sick leave that may be accrued.
- b. County and ICPPOA will work together to create an emergency sick leave bank.

ARTICLE 17. VACATION LEAVE

An employee may accrue a maximum of 280 vacation hours.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not carry over from one fiscal year to the next. However, if an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- July 1-October 31Five (5) days
- November 1 - February 28 Three (3) days
- March 1 - June 30 One (1) day

ARTICLE 19. HOLIDAYS

a. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- Third Monday in January (MLK Day)
- Third Monday in February (President's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 (Christmas Day)

b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20. RETIREMENT PROVISIONS

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
 - 1. Final compensation to be based on highest one year's salary;
 - 2. Include post-retirement survivor allowance;
 - 3. Allow 260 days of accrued sick leave to be added to service credit;
 - 4. Employer Paid Member Contribution (EPMC)

5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions. The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. Indemnification. The county will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICPPOA Release Time. County will release with pay ICPPOA Board of Directors or other ICPPOA members (maximum seven (7) employees) assigned to established ICPPOA committees, from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICPPOA providing to the County a minimum of thirty (30) days' notice for any meeting or training that will require members to be away from work in excess of three (3) hours. ICPPOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICPPOA release time prior to discussing such matters with the ICPPOA Board or any member of the ICPPOA Board.

ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

ARTICLE 26. FLSA EXEMPT

Attachment A lists those classifications, which are FLSA exempt.

ARTICLE 27. PROBATION PERIOD

The following classifications will serve a 12-month probationary period:

Probation Officers
Rehabilitation Specialists
Senior Rehabilitation Specialist
Community Services Officers

ARTICLE 28. UNIFORMS

Section 1. The following uniform allowance applies only to Rehabilitation Specialists and Senior Rehabilitation Specialist, full-time and BPAR employees only:

Employees will receive \$100.00 twice a year for uniform cleaning reimbursement. This payment will be made to the employee on the first payroll in January and last payroll in July of each year.

Section 2. The County shall provide all other employees covered by this Agreement who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

ARTICLE 29. SPECIAL ASSIGNMENT PAY

- A. Any Deputy Probation Officer I/II assigned to MINT Task Force shall be paid on additional 5% of base pay for so long as they serve in such assignment. Other Deputy Probation Officers (DPO III) assigned to MINT shall not receive any Special Assignment Pay.
- B. Up to one (1) Deputy Probation Officer II assigned to provide other employees with Weaponless Defense Training (WDT) shall receive an additional two and a half percent (2.5%) of his/her base pay.
- C. Up to one (1) Deputy Probation Officer II assigned as a Firearms Instructor shall receive an additional two and a half percent (2.5%) of his/her base pay.

- D. Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I – Those who can communicate with the public = (2%) of their base rate of pay.

Spanish II – Those who interview and interrogate = (3%) of their base rate of pay.

Spanish III – Those who speak, read, and write = (5%) of their base rate of pay.

Upon passing the testing procedure administered by Human Resources, Department Heads will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing of an exam that tests their oral communication skills, reading and writing ability.

The Association agrees to limit the number of paid Spanish speakers to four (4)

ARTICLE 30. PERFORMANCE EVALUATIONS

Association will use county approved evaluation forms.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33. TUITION REIMBURSEMENT

The County will reimburse educational expenses in accordance with the tuition reimbursement program. The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 34. SMOKING

There shall be no vaping, smoking or chewing of tobacco in any County facility or County vehicle. Employees vaping and/or smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be

deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

ARTICLE 37. AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President ICPPOA
P.O. Box 153
Bishop, CA 93515
- C. Agent
Mastagni, Holstedt, Amick, Miller, Johnsen & Uhrhammer
1912 I Street
Sacramento, CA 95814

ARTICLE 38. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39. NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41. SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42. WAIVER

Section 1. The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet-and-confer about any matter during the term of this MOU.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or stand agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 3. The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

ARTICLE 43. MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in force from April 1, 2018 through March 31, 2021. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 16th day of October.

COUNTY OF INYO:

INYO COUNTY PROBATION
PEACE OFFICERS ASSOCIATION

Dan Totheroh
Chairperson

Lars Erickson
ICPPOA President



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: October 16, 2018

SUBJECT: Contract Between the County of Inyo and Waste Management of California, Inc. for Waste Hauling Services from the community of Homewood Canyon

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) approve and ratify the contract with Waste Management of California, Inc as a sole source provider for waste hauling services from the community of Homewood Canyon, in an amount not to exceed \$40,288. for the period of October 1, 2018 through June 30, 2021 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the Contract contingent upon obtaining appropriate signatures.



SUMMARY DISCUSSION: Waste Management of California, Inc. is the only provider of solid waste hauling and transfer services in Homewood Canyon and is the only waste hauler that currently holds the required permit to operate the service. Waste Management of California, Inc will place a total of seven (7) trash dumpsters, and two (2) recycling containers at the Homewood Canyon Transfer Station and transport the waste to the Ridgecrest Landfill in Kern County.

The service Contract, if approved would be scheduled for a three-year term. The annual cost of providing the trash services in all identified areas, as outlined in the Scope of Work in the attached Contract, will be \$10,635.93 for Fiscal Year 2018/2019, \$14,606.67 for Fiscal Year 2019/2020 and \$15,044.87 for Fiscal Year 2020/2021. The three (3) year not-to-exceed amount is \$40,287.47.

ALTERNATIVES: Your Board could choose to not implement this Contract and not place bins in the community of Homewood Canyon; however, this would require the residents to transport their waste to the Ridgecrest landfill.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor

FINANCING: These services are budgeted in the 2018-2019 Solid Waste Budget 045700, Object Code 5265 Professional and Special Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>10/3/18</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>10/4/2018</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:  Date: 10/8/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of WASTE MANAGEMENT OF CALIFORNIA, INC of SUN VALLEY, 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: WASTE MANAGEMENT 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. TERM.

The term of this Agreement shall be from OCTOBER 1, 2018 to JUNE 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,288XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>RECYCLING WASTE MANAGEMENT</u>	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA 93514</u>	City and State

Contractor:	
<u>WASTE MANAGEMENT OF CA, INC</u>	Name
<u>9081 TUJUNGA AVE</u>	Street
<u>SUN VALLEY, CA 91352</u>	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC**
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES

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

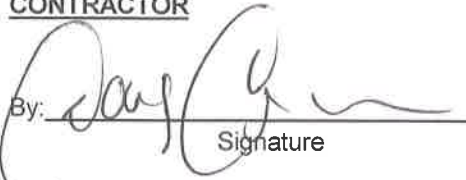
COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature
Doug Corcoran, Vice President

Print or Type Name

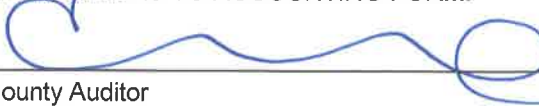
Dated: 9/27/2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES**

TERM:

FROM: OCT 1, 2018 **TO:** JUN 30, 2021

SCOPE OF WORK:

Provide once per week pick-up of seven(7)-three (3) cubic yard containers for solid waste located in Homewood Canyon Transfer Station and transport waste to the Ridgecrest Landfill in Kern County. All permits and fees required by the State of California are the responsibility of the waste hauler.

Provide once per week pick-up of two (2) - 96 gallon recycling receptacles for recycling of aluminum cans, tin/metal and foil, plastic #1-7 glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

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 Superintendent 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
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES**

TERM:

FROM: OCT 1, 2018 **TO:** JUNE 30, 2021

SCHEDULE OF FEES:

County will pay contractor \$14,181.24 annually, in monthly payments of \$1181.77 for all work in Attachment A for the period from October 1, 2018 through June 30, 2021.

Annual increases on July 1st of each year will include a contract amount adjustment equal to the average percentage change in the published Consumer Price Index for All Urban Consumers (CPI-U) for All Items in Los Angeles-Long Beach-Anaheim, CA, Not Seasonally Adjusted, Series ID CUURS49ASA0, as published by the United States Department of Labor, Bureau of Labor Statistics, between the twelve months ending the December prior to the extension date, and that same period the prior year, provided that no increase shall exceed 3.0%.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WASTE MANAGEMENT OF CALIFORNIA, INC
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON SERVICES**

TERM:

FROM: OCT 1, 2018 **TO:** JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 6

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year,

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such deductibles or self insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 20 37 forms if later revisions used).

2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

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

Special Risks or Circumstances

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



COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
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(760) 878-0312 • (760) 878-0311 FAX
invotc@inyocounty.us

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

Inyo County Capital Asset Leasing Corporation
Annual Financial Report
For the meeting of
October 16, 2018

History:

In 1990, the Inyo County Capital Asset Leasing Corporation issued Certificates of Participation (COPs) in the total amount of \$5,000,000.00 for the primary purpose of financing a new County Jail and Juvenile Detention Facility. In 1999, the County paid down the outstanding COP principal by \$900,000.00, and issued refunding COPs in the amount of \$2,940,000.00 in order to take advantage of lower interest rates, and thereby reduce the County's interest costs and annual debt (lease) payments. The County posted Assessor's Parcel Number 002-133-02 (new County Jail land and improvements) as collateral on the 1999 Refunding COPs.

Cash Assets:

On February 1, 2011, the final payment on the financing for the County Jail and Juvenile Facility was made, effectively bringing the Reserve fund to a zero balance and closing the account. There are currently no cash assets.

Current Standing:

The Capital Asset Leasing Corporation currently has no issuances. The Corporation remains in effect and positioned to provide services for any future debt service financing the County may enter into.

Bond Rating:

Over the life of the financing, Moody's Investor Service rated the County's 1999 Refunding COPs at Baa1. This rating has since been reaffirmed. This issue was discussed at a Financial Advisory Committee meeting and the previous County Administrator indicated that the County was going to seek an updated financial review and obtain a current rating. I am not aware of the status of that update.

2018-Summary Discussion:
Are we ready to issue debt?

As the County moves forward with discussions about a consolidated office building in the Bishop area, financing will be a major talking point. While it may not be necessary to utilize the Capital Asset Leasing Corporation under these particular circumstances, there will eventually be a need in the future. The maintenance of effort being expended to maintain the Corporation is a small investment that keeps the County positioned to move expeditiously if needed.

Not quite.

One weakness we are facing is our lack of/or need for review and updating of our formal financial management policies. Financial policies are central to a strategic, long-term approach to financial management. Some of the most powerful arguments in favor of adopting formal, written financial policies include their ability to help governments:

1. Institutionalize good financial management practices. Formal policies usually outlive their creators, and, thus, promote stability and continuity. They also prevent the need to re-invent responses to recurring issues.
2. Clarify and crystallize strategic intent for financial management. Financial policies define a shared understanding of how the organization will develop its financial practices and manage its resources to provide the best value to the community.
3. Define boundaries. Financial policies define limits on the actions staff may take. The policy framework provides the boundaries within which staff can innovate in order to realize the organization's strategic intent.
4. Support good bond ratings and thereby reduce the cost of borrowing.
5. Promote long-term and strategic thinking. The strategic intent articulated by many financial policies necessarily demands a long-term perspective from the organization.
6. Manage risks to financial condition. A key component of governance accountability is not to incur excessive risk in the pursuit of public goals. Financial policies identify important risks to financial condition.
7. Comply with established public management best practices.

There are some basic financial policy categories (but not limited to) that all governments should consider adopting.

- 1) **General fund reserves.** Policies governing the amount of resources to be held in reserve and conditions under which reserves can be used.
 - a) While the County has adopted a Policy for a General Reserve Fund, it needs to be reviewed and possibly updated. The Policy recommended minimum reserve level is 3% of the annual general fund expenditures. As of this report date, 3% equates to \$1,815,315. The balance of the general reserve fund is \$3,304,863. This places our general reserve fund at just under 5.5%. The standard range of general fund reserves are anywhere between 10%-25%.
- 2) **Reserves in other funds.** Policies for other funds (especially enterprise funds) that serve a similar purpose to general fund reserve policies. It is noted that the funds identified below have limited or no restricted uses, they are **not** residing in the General Reserve fund and as a result, do not impact the General Reserve percentages when it comes to maintaining a healthy credit rating.
 - a) The Economic Stabilization fund, and its uses, is mentioned in the General Reserve Policy. Today's balance is \$1,572,566.
 - b) The Tax Loss Resource fund balance today is \$1,359,852. A portion of that must be maintained to meet the Teeter Plan of Distribution requirements as it pertains to delinquent secured property taxes.
- 3) **Grants.** Policies that deal with the administration and grants process.
- 4) **Debt.** Policies that govern the use of government debt, including permissible debt instruments, conditions under which debt may be used, allowable levels of debt, and compliance with continuing disclosure requirements.
- 5) **Economic development.** Policies that address a local government's use of subsidies or other incentives to encourage private development.
- 6) **Long-term financial planning.** A policy that commits the organization to taking a long-term approach to financial health.
- 7) **Revenues.** Policy guidance through the designing of efficient and effective revenue systems that guarantee the generation of adequate public resources to meet expenditure obligations.
- 8) **Expenditures.** Policies addressing a range of issues around how the money is expended, including personnel, outsourcing, and funding long-term liabilities.

So, the answer to the question “**Are we ready to issue debt**” is Yes, but we can improve our position in the Financial Management Policy arena. The rating agencies look for strong financial policies when determining a rating for an issuance.

Another immediate impact? Increasing the General Reserve Policy’s recommended minimum balance and meeting that goal.

As mentioned above, there are no current County projects that require debt issuance at this time. This summary discussion is simply to bring your attention to a few things that can assist the County achieve lower issuance costs if debt issuance is ever needed.

Prepared by: Alisha McMurtrie, Treasurer-Tax Collector



DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

#26

COUNTY
OF
INYO

Mike Errante, Acting Public Works Director
Chris Cash, Deputy Director

SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

MEETING DATE: October 24, 2018 7:00 A.M.
LOCATION: Lone Pine Death Valley Airport Terminal Building

- I. Call to order
- II. Approval of minutes from the July 25, 2018 meeting Board Clerk
- III. Report from Public Works
 - A. Budget Review: Existing funds as of 9/30/18

Lone Pine Death Valley Airport

Operating \$65,619

Significant expenditures excluding payroll: July - September 2018

*Revenue listed on attached Account Director's Reports

- \$879 AVCOM (AWOS Inspection)
- \$808 Ascent Aviation (Fuel Truck Lease)
- \$19 Gardner's (Misc. Parts)
- \$58 Thomas Petroleum (D55 Drum)
- \$1,885 (Utilities: LADWP and Frontier)

Special Aviation \$19,514

Significant Expenditures excluding payroll: July - September 2018

- \$1,475 CSAC (Liability Insurance)
- \$500 LADWP (Lease Agreement)

Independence Airport

Operating \$22,530

Significant Expenditures excluding payroll: None July - September 2018

Special Aviation \$18,742

Significant Expenditures excluding payroll: July - September 2018

- \$885 CSAC (Liability Insurance)
- \$290 (Utilities: Frontier & LADWP)

- B. Public Works Report

- IV. Adjourn Meeting

Southern Inyo Airport Advisory Committee

Meeting Minutes

July 25, 2018

7:00 a.m.

Attendees: Richard Gering, Matt Kingsley, Lynn Bunn, Martin Powell, Travis Powell & Mike Errante

Lynne Bunn:

7:15 a.m. Called to order

Minutes approved

Lynne concerned with weeds/grass near building.

Is it possible to repair existing toilets onsite?

Fuel service in Lone Pine – No one available to provide fuel; is it possible to coordinate with other agencies or train local road crew to dispense fuel to aircraft?

Travis Powell:

Option to close dirt runway?

Remove T space SW/adjacent to terminal, blocks fuel access.

Crack on taxiway at east end needs to be filled.

Lock box for oil/supplies an option?

Proposed access to future vending machines/ building.

Offered to donate door and labor to restrict access to lobby area only.

Matt Kingsley

Can a combo be placed on NOTAM/AWOS to provide code for lockbox to allow access to building, water and vending machine?

Meeting adjourned at 7:45 a.m.