

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.

February 26, 2019 *PLEASE NOTE LATER START TIME TO MEETING*

9:30 a.m. 1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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**

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL – PERSONNEL ACTIONS

6. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Addictions Counselor III exists in various non-General Fund HHS budgets, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) whereas it is unlikely that the vacancy could be filled by internal candidates meeting the qualifications for the position, an open recruitment is more appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one (1) Addictions Counselor III, Range 64 (\$3,964 - \$4,817).
7. **HEALTH & HUMAN SERVICES** – Request Board:
 - A) Change the Authorized Strength in HHS by:
 1. Deleting one (1) Rehabilitation Specialist, Range 60 (\$3,612 - \$4,387) and
 2. Adding one (1) HHS Specialist IV, Range 60 (\$3,612 - \$4,387); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy:
 1. The availability of funding for the requested position exists, as certified by the HHS Director

- and concurred with by the County Administrator and Auditor-Controller; and
- 2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment is more appropriate to ensure qualified applicants apply; and
- 3. Approve the hiring of one (1) HHS Specialist IV, Range 60 (\$3,612 - \$4,387); and
- 4. If an internal candidate is hired into the HHS Specialist IV position, authorize HHS to backfill the resulting vacancy.

8. **PUBLIC WORKS – Building and Maintenance** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Seasonal Building and Grounds Worker exists within the Building and Maintenance Department budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications of the position, the vacancy could be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Seasonal Building and Grounds Worker, Range PT050 (\$15.35 - \$18.63/hr.), contingent upon the adoption of future budgets.

9. **PUBLIC WORKS – Road Department** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) Equipment Mechanic I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications of the position, the vacancy could be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) full-time Equipment Mechanic I's at Range 58 (\$3,444 - \$4,190 plus 2.5% tool allowance) or Equipment Mechanic II's at Range 60 (\$3,612 - \$4,387 plus 2.5% tool allowance), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

10. **Parks & Recreation** – Request Board: A) declare Wright's Rainbows of Thatcher, Idaho a sole-source provider of private-hatchery rainbow trout; and B) authorize a purchase order to Wright's Rainbows in the amount of \$15,000 for the purchase of rainbow trout.

HEALTH & HUMAN SERVICES

11. Request Board authorize HHS to submit an application for the County Medical Services Program (CMSP) Health Systems Development Grant Program, for an allocation not to exceed \$300,000 for a three-year grant period, to be used to support integration between behavioral health and health care providers, and to improve access to behavioral health services.

PUBLIC WORKS

12. Request Board: A) approve the five-year contract between the County of Inyo and Fire System Solutions, Inc. of Fresno, CA for annual fire sprinkler system testing and inspection services, in an amount not to exceed \$30,180 for the period of February 26, 2019 to June 30, 2023, contingent upon Board approval of future budgets; B) authorize the Chairperson to sign the contract, contingent on all appropriate signatures being obtained; and C) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

13. **Road Department** – Request Board approve the removal of one cedar tree in the road right-of-way at 345 West Market Street, Independence, by County Road Department personnel.

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

14. **BOARD OF SUPERVISORS** – Request the Board of Supervisors hear a report on the recent Inyo Forest Plan Revision Objection Resolution Meetings and provide direction on participation in a proposed South Sierra wilderness working group.

15. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve Amendment A01 to the Standard Agreement between the County of Inyo and Department of Health Care Services for Substance Use Disorder Services, recognizing an increase of \$1,183 for a total contract amount of

\$1,291,765 for the period beginning July 1, 2017 through June 30, 2020, and authorize the Chairperson to sign five original signature pages plus one original Certification form and one original California Civil Rights Law Certification.

16. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board ratify and approve Amendment No. 2 to the four-year agreement with the County of Mono for provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed \$94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of \$382,440 for the period of July 1, 2016 through June 30, 2020.
17. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
18. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
19. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

- 10:30 a.m. 20. **COUNTY ADMINISTRATOR – Personnel** – Request Board:
- A) Conduct a public hearing on the qualifications of Mr. Michael Errante to be the Inyo County Road Commissioner;
 - B) Appoint Mr. Michael Errante as the Director of Public Works, County Road Commissioner, and County Fire Marshal, effective February 21, 2019;
 - C) Ratify and approve the contract between the County of Inyo and Mr. Michael Errante for the provision of personal services as the Public Works Director/Road Commissioner at a monthly salary of \$10,851, effective February 21, 2019, and authorize the Chairperson to sign; and
 - D) Approve Resolution 2019-07, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

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)

21. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
6

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Authorization to hire one full time Addictions Counselor III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the requested position exists in various non-General Fund HHS budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. whereas it is unlikely that the Addictions Counselor position could be filled by internal candidates meeting the qualifications for the position, an external recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
 - c. approve the hiring of one Addictions Counselor III at Range 64 (\$3,964 - \$4,817).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting this position due to a vacancy resulting from the promotion of an employee from Addictions Counselor III to a Psychotherapist position in the Behavioral Health division.

Substance Use Disorder (SUD) services are the HHS Department's treatment programs that address addictions. These services are a part of the larger Behavioral Health division of Health and Human Services. Programs consist of assessment and treatment services in group or individual settings, including the Perinatal program to parenting women with addictions, the adolescent program, Drug Court/SACPA, jail services, Diversion, Driving Under the Influence (DUI) programs, other probation group services, outreach, case management and services to support persons with co-occurring mental health and addiction treatment needs. Services are provided in both north and south county offices and the jail. We are certified as a Drug Medi-Cal provider at both clinic sites and are able to bill Medi-Cal for many of our services.

It is critical to have adequate certified Addictions Counselor staff to provide these treatment services. SUD has been staffed with three fulltime certified Addictions Counselors III, one part time position, and an Addictions Supervisor. With the internal promotion of an Addictions Counselor out of the SUD program and into mental health, we now have a personnel gap in providing this critical service to the citizens of Inyo County. We respectfully request to fill

this vacancy at the same level as vacated, the Addictions Counselor III, to ensure that we have certified and experienced Addictions Counselors able to provide much-needed services.

ALTERNATIVES:

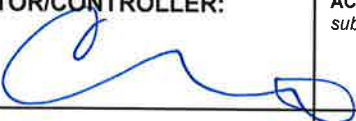

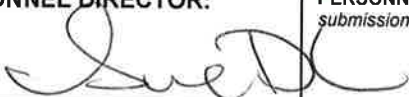

The Board could choose to not to allow Behavioral Health to hire this vacant position. As a result, we would be further limited in our capacity to provide addiction treatment services within our community to meet a growing need for treatment services.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

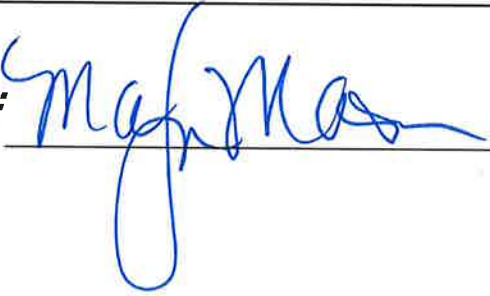
FINANCING:

Drug Medi-Cal reimbursement, SAPT Block Grant, Behavioral Health Realignment funds, and client fees as related to the DDP program. This position will be budgeted 85% in SUD (045315) and 15% in DDP (045312) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</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></u> Date: <u>2/5/19</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u></u> Date: <u>2/5/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/11/19



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Request to change the HHS authorized strength by deleting one Rehabilitation Specialist at Range 60; adding one Health and Human Services Specialist IV at Range; and authorize the hiring of one Health and Human Services Specialist IV in our Re-Entry Program.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

A) Change the Authorized Strength in Health and Human Services by:

1. Deleting one Rehabilitation Specialist, Range 60 (\$3,612 - \$4,387) and
2. Add one Health and Human Services Specialist IV, Range 60 (\$3,612 - \$4,387) and

B) Find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
3. Approve the hiring of one Health and Human Services Specialist IV, Range 60 (\$3,612 - \$4,387); and
4. If an internal candidate is hired into the Health and Human Services Specialist IV position, authorize HHS to backfill the resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved a Rehabilitation Specialist position during the FY 2017/2018 budget process to provide support to the Re-Entry program. The position was authorized to support the Re-Entry Coordinator in efforts to conduct high quality services to inmates, including assessment and re-entry planning, and provide on-going case management support to individuals transitioning back to the community. The position was designed to provide assistance with connecting individuals to community services, case management services and other support services outlined in the re-entry plan. Funding for the position was authorized through monies designated in the County's Community Corrections Partnership (CCP) and monies from Health and Human Services (HHS) budgets.

The designation of the position as a Rehabilitation Specialist has posed recruitment and hiring barriers as this classification of employee is required to meet all of the hiring provisions for a Probation-based Rehabilitation Specialist, including meeting the full scope background clearance and physical test requirements. During the period that this position has been authorized, we have experienced both failed recruitments and recruitments in which Probation's need for a Rehabilitation Specialist in the juvenile services program resulted in successful applicants being hired by Probation or applicants indicating a preference for Probation work.

HHS employs Health and Human Services Specialist (HHSS) IV's, who provide comparable case management services as the Rehabilitation Specialist. The HHSS IV classification is able to provide the support needed to the Re-Entry program without having to meet the physical and other testing requirements imposed by the Rehabilitation Specialist classification. The department is respectfully requesting authorization to delete the Rehabilitation Specialist position in the HHS budgets and add an additional HHSS IV position, as well as have authorization to recruit and hire an HHSS IV.

ALTERNATIVES:

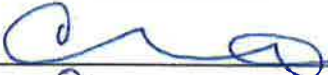

Your Board could choose not to authorize HSS to hire the Program Manager position. This would result in the Department continuing with its current staffing structure and a continued need for additional leadership for the ever changing regulatory and technical requirements of the division, which could lead to increased error rates and audit exceptions.

OTHER AGENCY INVOLVEMENT:

None

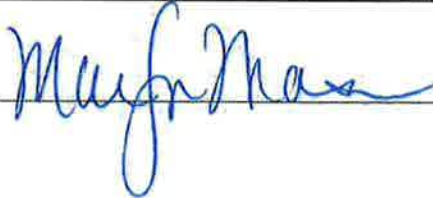
FINANCING:

Health Realignment funds. This position would be paid 100% in Health (045100) in the Salaries and Benefits object codes and reimbursed by monies from the AB109 trust and claimed Medi-Cal Administrative Activities (MAA) funds.

APPROVALS	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: <u>2/19/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>↓</u> Date: <u>2/14/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 2/19/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 8

FROM: Public Works / Building and Maintenance

FOR THE BOARD MEETING OF: FEB 26 2019

SUBJECT: Seasonal Building and Grounds Worker recruitment

DEPARTMENTAL RECOMMENDATIONS:

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

- a) The availability of funding for a Seasonal Building and Grounds Worker exists within the Building and Maintenance Department budget (011100), as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; and
- b) Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; and
- c) Approve the hiring of one (1) Seasonal Building and Grounds Worker at Range PT 50 (\$15.35 per hour), contingent upon the adoption of future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Public Works Department would like to hire one Seasonal Building and Grounds Worker. This position would be filled on May 1, 2019 and would end November 30, 2019.

This is a reoccurring request for a maintenance position that takes direction from the Building and Maintenance Leadman to mow, prune, rake and generally maintains the County Campus grounds. This allows the Building and Maintenance crews to continue with the facility work orders and duties.

ALTERNATIVES:

Your Board could choose not to approve filling this position. This is not recommended as this allows the Building and Maintenance crews to continue providing repair and service to County facilities throughout the County, while still keeping the exterior of the County buildings maintained and manicured.

OTHER AGENCY INVOLVEMENT:

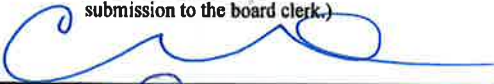
Auditors Office
Personnel Department

FINANCING:

The Requested position is included in the Authorized Strength for the Building and Maintenance Department, and has been included in the Salaries and Benefits identified in the Building and Maintenance Budget Unit 011100.

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: yes Date 2/19/2019

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 2/14/19

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received) _____ Date: 2/19/19

3/02/2019
2/14/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

9

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: FEB 26 2019

SUBJECT: Request approval for the recruitment and filling of two vacant Mechanic I/II positions

DEPARTMENTAL RECOMMENDATIONS:

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

- a) The availability of funding for two Equipment Mechanic I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; and
- b) Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; and
- c) Approve the hiring of two full time Equipment Mechanic I at Range 58 (\$3,444 to \$4,190 plus 2.5% tool allowance) or II at Range 60 (\$3,612-\$4,387 plus 2.5% tool allowance) positions depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to fill two recent Mechanic vacancies, one in the Bishop Road shop, and one from the Mazourka Road shop. There are four fulltime mechanics in the authorized strength for the Road Department, two assigned for the Mazourka Road Shop, and two assigned to the Bishop location. Currently there are two Mechanic positions filled and they are covering both shops, with the Shop Foreman assisting, as well as coordinating outside repair support to ensure the fleet continues to operate.

ALTERNATIVES:

The Board could choose to not fill these positions; this is not recommend as these positions are essential to maintaining the Road Department's fleet, especially with the increase in complexity of the newer computer controlled equipment, full staffing allows continued service and repairs while allowing the mechanics to also have the time to participate in training, refresher trainings and research required to stay up to date with our fleet.

OTHER AGENCY INVOLVEMENT:


Personnel Department
Auditors Office

FINANCING:

The requested position is included in the authorized strength for the Road Department and is included in the Salaries and Benefits in the Road Budget Unit 034600.

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: Yes Date 2/19/19

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 2/14/19

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 2/19/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Authorize a purchase order with Wright's Rainbows for fish stocking.

DEPARTMENTAL RECOMMENDATION: Authorize a purchase order in the amount of \$15,000, to Wright's Rainbows, located in Thatcher, Idaho for the purchase of Rainbow Trout as a sole source supplier.

SUMMARY DISCUSSION: The County, through the Parks & Recreation department, has been strategically augmenting the fish stocking activities of California Fish & Wildlife with localized stockings during peak times.

There are numerous state regulations controlling what fish can be placed in our waters. As a result there are very few suppliers able to bring fish into Inyo County. What is most distressing is that we are not allowed to purchase fish from any private hatchery currently operating within the state. Fortunately, we've identified a supplier in Idaho willing to make deliveries. We first contracted with this company last year and were very happy with the service and the quality of the fish. Since we have been unable to identify any other supplier willing to provide us with trout, we are requesting that your Board recognize Wright's Rainbows as a sole source supplier.

If approved by your Board this purchase order will allow for the delivery of approximately 3,000 lbs. of trout.

ALTERNATIVES: Your Board could choose not to approve the purchase order. No supplemental fish plantings will occur.

OTHER AGENCY INVOLVEMENT: None

FINANCING: The purchase of fish for stocking is budgeted in the Parks and Rec 2018/2019 Budget 076900, 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: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>2/11/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 2/13/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Authorization to Submit Grant Application for CMSP Funds

DEPARTMENTAL RECOMMENDATION:

Request Board authorize the Department to submit application for the CMSP Health Systems Development Grant Program, for an allocation not to exceed \$300,000 for a three-year grant period, to be used to support integration between behavioral health and health care providers, and to improve access to behavioral health services.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County is a member of the 35-county consortium known as the County Medical Services Program (CMSP), which provides health insurance coverage through pooled resources to the indigent adult population. This program meets the County's legal mandate to provide health coverage to indigent adults.

After Medi-Cal Expansion in California, approximately three years ago, the numbers of medically indigent adults decreased significantly within counties, leaving the CMSP consortium with a large reserve amount. The CMSP Board decided to release the reserve funds back to counties through a series of grants, allowing counties to fund health-related projects that could provide outreach or enrollment to potential CMSP eligible adults and/or improve access to health care. Inyo County Health and Human Services has previously been awarded \$150,000 for a three year CMSP County Wellness and Prevention Pilot Program grant for the period for calendar year 2017-2019, which has been used to support telemedicine infrastructure throughout Inyo County, including in the Jail.

This Health Systems Development grant specifically targets persons eligible for or potentially eligible for CMSP, but may also additionally contribute to improvements for populations served by other publicly funded health care programs, such as Medi-Cal. The grant may support CMSP county efforts to expand access to care for primary care, specialty care and/or behavioral health services, coordinate and/or integrate health and behavioral health care service systems, and/or strengthen the overall health care delivery system in the county across a range of health and behavioral health providers.

The Department proposes to submit an application, due by March 1, 2019, to improve integration of behavioral health and health services via an electronic data sharing platform, and improve access to non-emergency transportation to specialty health and/or mental health services. This proposal can help further care coordination between the Department and other health and behavioral health partners.

ALTERNATIVES:

The Board could choose not to authorize this grant application, which would prevent the Department from potentially receiving additional funding to improve health care system integration.

OTHER AGENCY INVOLVEMENT:

Toiyabe Indian Health Project, Northern Inyo Hospital, Southern Inyo Hospital, EMS providers, other community health and behavioral health providers

FINANCING:

There is no financing involved in this request to submit an application for funding.

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

A handwritten signature in blue ink, appearing to read "Meyh Masu", written over a horizontal line.

Date: 2/15/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
12

FROM: Public Works Department

FOR THE BOARD MEETING OF: *WED 12/6 2019*

SUBJECT: Award of contract for Fire Sprinkler Systems Testing & Inspection Services to Fire System Solutions Inc. of Fresno, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the five year Contract for Annual Fire Sprinkler System Testing & Inspection Services to Fire System Solutions Inc. of 4277 W. Richert Ave., Fresno, CA 93722, in the amount not to exceed thirty thousand, one hundred and eighty dollars (\$30,180.00).
- B. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; and,
- C. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: This project will provide one '5-year' and four 'Annual' Fire Sprinkler System Testing & Inspection Services over the five-year term of the contract for fire sprinkler systems located at the following County buildings: Inyo County Jail – Administration section, 550 S. Clay St., Independence, CA; Inyo County Jail – Institutional section, 550 S. Clay St., Independence, CA; Progress House, 536 N. Second St., Bishop, CA; Bishop One-Stop, 920 N. Second St., Bishop, CA; Juvenile Center, 201 Mazourka Canyon Rd, Independence, CA; and Independence Road Shop, 750 S. Clay St, Independence, CA. It will also provide 'Quarterly Inspection' training to 3-4 County employees during the first year visit. This training shall include familiarization with the components of the fire suppression systems that require quarterly inspections (per CA Code of Regulations Title 19, Division 1, Chapter 5), inspection methods and record keeping requirements.

On December 22, 2018 and December 27, 2018, the Public Works Department advertised for Fire Sprinkler System Testing & Inspection Services. Two bids were received by bid opening on January 11, 2019. The lowest bid was submitted by Fire System Solutions Inc. and it meets the project bid proposal requirements.

The Inyo County Public Works Department would like to enter into a Service Contract with Fire System Solutions Inc. to provide Fire Sprinkler System Testing & Inspection Services for six County buildings, for a period of five years from February 26, 2019 to June 30, 2023.

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

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

FINANCING: The service costs will be paid through budget unit 011100, Building & Maintenance, object code 5265, the amount of not to exceed \$8,340.00 for the first year and the amount of not to exceed \$5,460.00 for each of the next four years.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS
(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
J. Chudhla Approved: yes Date 2/21/19

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
[Signature] Approved: yes Date 2/21/2019

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) *[Signature]* Date: 2019.02.21

AGREEMENT BETWEEN COUNTY OF INYO
AND FIRE SYSTEM SOLUTIONS INC.
FOR THE PROVISION OF ANNUAL FIRE SPRINKLER TESTING & INSPECTION **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Annual Fire Sprinkler Testing & Inspection services of Fire System Solutions Inc. of Fresno, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 26, 2019 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand, One Hundred and Eighty 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

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

Contractor:	
<u>Fire System Solutions Inc.</u>	Name
<u>4277 W. Richert, Suite 103</u>	Street
<u>Fresno, CA 93722</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 FIRE SYSTEM SOLUTIONS INC.
FOR THE PROVISION OF ANNUAL FIRE SPRINKLER SYSTEM TESTING & INSPECTION 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

Trace Chacka

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND FIRE SYSTEM SOLUTIONS INC.
FOR THE PROVISION OF ANNUAL FIRE SPRINKLER SYSTEM TESTING & INSPECTION **SERVICES****

TERM:

FROM: Feb 26, 2019 **TO:** Jun 30, 2023

SCOPE OF WORK:

The Scope of Work for this contract will include the following for each sprinkler system and standpipe listed on the bid sheet:

- Year 1: '5-year' Inspection and Testing. This includes all 5-year and annual inspections and testing to meet the requirements of CA Code of Regulations Title 19, Division 1, Chapter 5. On this site visit, the Contractor shall provide 'Quarterly Inspection' training to 3-4 County employees. This training shall include familiarization with the components of the fire suppression systems that require quarterly inspections (per CA Code of Regulations Title 19, Division 1, Chapter 5), inspection methods and record keeping requirements.
- Years 2-5: 'Annual' Inspection and Testing. This includes all annual inspections and testing to meet the requirements of CA Code of Regulations Title 19, Division 1, Chapter 5.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND FIRE SYSTEM SOLUTIONS INC.
FOR THE PROVISION OF ANNUAL FIRE SPRINKLER SYSTEM TESTING & INSPECTION **SERVICES**

TERM:

FROM: Feb 26, 2019 **TO:** Jun 30, 2023

SCHEDULE OF FEES:

See the attached Bid Sheet for schedule of fees.

BID SHEET

The specific bid price for the materials and services to be rendered pursuant to the Scope of Work for which this bid is made are as follows:

Base Bid includes:

	Site Description	Address	Bldg. Sq. Ft	Sprinkler Type	Install Date	Upgrade Date	Price	
							'5 Year' Inspection & Testing	'Annual' Inspection & Testing
1	Inyo County Jail – Administration	550 S. Clay St. Independence	10,000	Wet	1992	2014	\$1,490	\$1,275
2	Inyo County Jail – Institutional Sprinkler Heads	550 S. Clay St. Independence	26,296	Wet	1992	2018	\$680	\$275
3	Progress House	536 N. Second St. Bishop	4,100	Glycol-wet	Early 80's	Changed to Glycol in 2014	\$1,370	\$1,055
4	Bishop One-Stop	920 N. Main St. Bishop	9,140	Glycol-wet	Mid-80's	2014	\$1,370	\$1,055
5	Juvenile Center	201 Mazourka Cyn Rd. Independence	9,650	Wet	1996	N/A	\$1,465	\$900
6	Indy Road Shop	750 S. Clay St Independence	11,389	Dry	1997	N/A	\$1,215	\$900

First Year Training: Provide 'Quarterly Inspection' training to 3-4 Inyo County Employees during '5 year' inspection and testing site visit: \$ 750.00

Bid Total = '5 Year' + 4 x 'Annual' + First Year Training [This will be the Not To Exceed amount of the contract, for the 5 year term]

BID TOTAL (Including First Year Training) IN NUMBERS:

\$ 30,180.00

BID TOTAL (Including First Year Training) IN WORDS:

\$ Thirty Thousand, One Hundred and Eighty Dollars

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND FIRE SYSTEM SOLUTIONS INC.
FOR THE PROVISION OF ANNUAL FIRE SPRINKLER SYSTEM TESTING & INSPECTION **SERVICES**

TERM:

FROM: Feb 26, 2019 **TO:** Jun 30, 2023

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

Consent Departmental Correspondence Action

Public Hearing Schedule time for Closed Session Informational

For Clerk's Use Only: AGENDA NUMBER 13

FROM: Public Works - Road Department

FOR THE BOARD MEETING OF: **FEB 26 2019**

SUBJECT: Removal of one Cedar Tree at 345 West Market Street, Independence.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the removal of one Cedar Tree in the road right of way at 345 West Market Street, Independence, by County Road Department Personnel.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The property owner at 345 West Market Street has requested the removal of what they believed to be a dying Cedar Tree on the County right of way, adjacent to their property. The property owners are not full time residents and are concerned with the apparent declining health of the tree and potential hazard to their property while they are away.

Public Works has had the tree inspected by Eastern Sierra Tree Service (report attached) and it was determined that this tree is in its natural decline due to the age and ongoing drought stress. While an aggressive watering schedule may delay the decline, the tree is at its end of its natural life span, and could be removed in a safe and controlled operation.

ALTERNATIVES:

The Road Department can aggressively trim the tree in an attempt to remove any apparent dead or dying wood. This would delay the complete removal.

OTHER AGENCY INVOLVEMENT:

FINANCING:

All associated costs will be funded by the Road Fund.

APPROVALS

COUNTY COUNSEL: GC	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/14/19</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/21/2019</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: 2019.02.21



CA Lic #814516

February 5, 2019

Inyo County Public Works
ATTN: Ashley Helms
168 N Edwards St
Independence, CA 93526

RE: Health Assessment of California Incense Cedar at 345 West Market Street, Independence, Ca

Dear Ashley,

On February 1, 2019, I performed a Level 1 visual inspection on a *Calocedrus decurrens* "California incense-cedar" located in the right of way south of 345 Market Street in Independence, California. A Level 1 inspection is a visual inspection comprising a 360 degree viewing of the tree crown, trunk and exposed root flare from the ground. Tools used in this inspection were a tape measure and an inclinometer.

This tree is currently in natural decline due to the age of the tree and ongoing drought stress. My overall opinion of this tree is that mortality can be slowed with consistent monthly watering, however this tree will most likely continue to slowly decline over many years. Decline of this species can span decades in optimal conditions. Irrigating the tree will slow the declining process.

Please see the following pages in this assessment for more detailed tree information and assessment information as well as recommendation for watering should it be decided to retain this tree.

Eastern Sierra Tree Service, Inc

Rochelle Hair
ISA Certified Arborist WE 9413A
Tree Risk Assessment (TRAQ) Qualified



TREE HEALTH EVALUATION

Scope of evaluation: Health Assessment. This evaluation included the following methodology:

- 360 degree ground-based visual inspection of the tree, trunk, trunk flare, any above ground roots, canopy, and site conditions around the tree.

Purpose of evaluation is to evaluate the condition of the tree in regard to the health and mortality of the tree. Tree failure and tree part failure and potential targets were not evaluated. The primary concern is the health of the tree.

It is the responsibility of the owner, the owner's agent, or the controlling authority to schedule repeat or advanced assessments, determine actions, and implement follow-up recommendations, monitoring, and/or mitigation.

Species characteristics:

Incense-cedar is an evergreen tree that grows 66 to 187 feet (20-57 m) tall and up to 4 feet (1.2 m) in diameter. At high elevations and on dry, exposed sites, trees are smaller and scrubby, often with codominant trunks. Young trees have dense, symmetrical, columnar-shaped crowns with branches that reach to the ground. Old trees have swollen bases, rapidly tapering trunks, and open, irregular crowns. Mature trees often have dead tops. Trees grow slowly and can live over 500 years in optimum conditions.

Incense-cedar has a well-developed root system consisting of wide spreading lateral roots and several downward-growing roots. Both lateral roots and taproots branch profusely, and the root system occupies a broad lateral area with depth. Some branches from horizontal lateral roots also grow upward to within 1.2 inches (3 cm) of the soil surface.

Tree and site information:

Species: Calocedrus decurrens "California incense-cedar"
 Diameter: 50" @4', tree is codominant at 4 feet into 5 leaders
 Height: 60'
 Crown Spread: 20'
 Age: Mature
 History of Failure: No
 Site Changes: Removal of nearby trees
 Soil Conditions: Asphalt over roots to south, pumice, no irrigation available
 Vigor: Low
 Foliage: Normal: 60%, Chlorotic 15%, Necrotic 25%
 Crown Density: Normal, showing characteristic of high elevation dry sites.
 Weather: Local weather conditions can be severe with occasional high winds in variable directions. The area experienced a 5 year drought 3 years ago. Tree mortality due to drought stress has been observed in the area.
 Pests/Biotic: No pests observed or suspected. Tree shows signs of drought stress
 Items of note: One south facing, minor codominant leader is dead, a second is over 80% dead
 The top of main leader is slightly chlorotic.





Overall Health Assessment:

This tree is currently in natural decline due to the age of the tree and ongoing drought stress. Mortality can be slowed with consistent monthly watering; however, this tree will most likely continue to slowly decline over many years. Decline of this species can span decades in optimal conditions. Irrigating the tree will slow the declining process.

References:

ISA Tree Risk Assessment Manual, Dunster, 2013

ISA Best Management Practices: Tree Risk Assessment, 2nd Ed., 2011

USDA USFS, <https://www.fs.fed.us/database/feis/plants/tree/caldec/all.html>, FEIS database, Search 2/1/2019, *Calocedrus decurrens*





Watering Drought Stressed Trees

Where to water

The watering zone of a tree is where most of the absorbing roots are located. I have had good experience using the following rule to determine the tree watering zone: Start watering at a distance of 3 x the diameter **away** from the trunk and go 9 x the diameter **away** from the tree. There are very few absorbing roots near the trunk of the tree. Watering inside the 3 x the diameter area will not be as effective and can cause fungal problems at the base of the tree.

An example of the water zone would be: For a 12" diameter tree, the watering area would begin 3 feet away from the tree and would end 9 feet from the trunk.

If you can't water this entire area that's okay, any water in the area helps. If you want to go beyond the 9 x diameter you can. I make this recommendation as a rule of thumb for people limited to the area they can water or the amount of water they can use. The 3 x diameter is a scientific formula, the 9 x diameter is a recommendation that I have had positive results with.

When to water

Water trees in months when ground is not frozen, covered in snow or active snow pack is not draining into the watering zone. Watering in the cooler months (Oct through May) is very beneficial to the trees.

Trees lose very little water from their canopy during cooler months, water absorbed during this time is stored and will reduce drought stress and pull them through a summer without any water. Watering in the warm months will help the trees recover from drought stress by allowing them to not use stored water reserves.

How Much / How often should you water

Water to a depth of 18" once a month. Most absorbing roots are found between 12 and 18" of depth.

To determine if you are watering deep enough, you can dig a hole after you water and measure the depth of moist dirt, use a moisture probe available to purchase online, or use the rule of thumb that 1" of surface water will percolate to 12". Measure water as it applied by using a straight sided can or pan under sprinklers or soaker hoses and time how long it takes to fill the can to 1.5", use this time to determine how long you should water.

Do not water deeply more than once a month. You do not want to the roots to be continuously wet for prolonged periods.

What not to do:

Do not fertilize tree in drought stress. Fertilizer are usually salt based and will exacerbate the problem. Over fertilization can draw moisture from the tree. In addition, fertilizers encourage growth, new growth will divert energy, water and resources the tree needs to recover from damage done from the drought.

Overwater. Watering too often can cause fungal infections in the roots, reduces air in the soil that the roots need, and can destabilize a tree.





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: BOARD OF SUPERVISORS
BY: Clint Quilter, Clerk of the Board

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Discussion of Inyo Forest Plan Revision Objection Resolution Meetings

DEPARTMENTAL RECOMMENDATION: Request Board of Supervisors hear a report on the recent Inyo Forest Plan Revision Objection Resolution Meetings and provide direction on participation in a proposed South Sierra wilderness working group.

SUMMARY DISCUSSION: The Inyo National Forest released its Draft Final Forest Plan Revision and Draft Final EIS in August of 2018. As directed by your Board, Planning staff prepared and submitted objection documents regarding the Plan's boundaries of the South Sierra and Piper Mountain proposed wilderness areas. Staff listed Supervisors Kingsley, Tillemans, and Griffiths as "lead objectors" for Inyo County.

The Objection Resolution Meetings for the Plan were held February 19-21 in Bishop, with Inyo County's specific objections scheduled to be heard February 20. Your Board discussed talking points at its February 19 meeting, where direction was given to Supervisors Tillemans and Griffiths prior to their appearance before the objection hearing officers (Supervisor Kingsley would be unable to attend).

During the course of the Objection Meeting, the Regional Forest Hearing Officers proposed the formation of a working group to negotiate a possible solution to the recommended South Sierra wilderness addition. The group would include Inyo County, Sierra Forest Legacy, and two individuals, and is expected to complete its work within 30 days. It is recommend that the Board of Supervisors hears a report on the objection hearing and provide direction on participation in the working group.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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>
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>

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

Date: 02-21-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorder (SUD)

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Ratification and Approval of amendment #1 to the Multi-Year Substance Abuse Block Grant (SABG) SUD contract (#17-94131 A01) with Department of Health Care Services for Substance Use Disorder Services for Fiscal Years 2017-2018 through 2019-2020.

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve Amendment A01 to the Standard Agreement between the County of Inyo and the Department of Health Care Services for Substance Use Disorder Services, recognizing an increase of \$1,183 for a total contract amount of \$1,291,765, for the period beginning July 1, 2017 through June 30, 2020, and authorize the Chairperson to sign five original signature pages plus one original signature on the Certification (CCC-307) and one original signature on the California Civil Rights Law Certification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Agreement was received by our department on November 28, 2018 and the signed documents were due back to the State with Board minutes indicating approval by January 28, 2019. This Agreement comes to you late due to the reassignment of Administrator tasks during medical leave of the Deputy Director and contact has been made with DHCS in this regard. This is the first amendment that the Department of Health Care Services is issuing as they continue to provide clarifying language and references to various requirements of contracting agencies in their provision of substance use disorder prevention and treatment services.

This is the standard contract between the County of Inyo and the Department of Health Care Services for substance use disorder services for a three-year cycle. In addition to the increase of \$1,183 for year two of the contract, other changes include modification to the terms and conditions as follows:

- 1) Exhibit A, Attachment I A2 (Scope of Work), which is incorporated in its entirety with amended language added regarding the use of SABG funds for room and board costs within a residential placement; what to do in case of systems failure in regards to data tracking; the requirements for Master Provider documentation; and the new SABG quarterly invoicing procedure.
- 2) Exhibit B, Attachment 1 A4 – Funding for FY 2017-2018 through FY 2019-2020 which is incorporated in its entirety with increase of \$1,183 for budget year two (2018/2019).

All other terms and conditions shall remain the same.

The Department is respectfully requesting that your Board ratify and approve Amendment A01 to the Standard Agreement between the County of Inyo and Department of Health Care Services for Substance Use Disorder Services and authorize the Chairperson to sign five original signature pages plus one original signature on the Certification (CCC-307) and one original signature on the California Civil Rights Law Certification.

ALTERNATIVES:



Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for substance use disorders programming in the County of Inyo.

OTHER AGENCY INVOLVEMENT:

State of California – Health and Human Services Agency-Department of Health Care Services

FINANCING:

This will be brought in as Revenue to the Substance Use Disorders Budget (045315) as Federal Other (4552) and Patient Payments (4742)

<u>APPROVALS</u>	
COUNTY COUNSEL: LC	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>1/30/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>2/5/19</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>2/4/19</u>

DEPARTMENT HEAD SIGNATURE:  Date: 2/7/19
(Not to be signed until all approvals are received)

Check here if additional pages are added: 72 Page(s)



Agreement Number 17-94131	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name **Department of Health Care Services** (Also known as DHCS, CDHS, DHS or the State)
 Contractor's Name _____ (Also referred to as Contractor)
 County of Inyo _____
2. The term of this Agreement is: **July 1, 2017**
 through **June 30, 2020**
3. The maximum amount of this **\$ 1,291,765**
 Agreement after this amendment is: **One Million, Two Hundred Ninety-One Thousand, Seven Hundred Sixty-Five Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. The effective date of this amendment is the date approved by DHCS.
 - II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract and increases budget year 2.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$1,183 and is amended to read: ~~\$1,290,582 (One Million, Two Hundred Ninety Thousand, Five Hundred Eighty Two Dollars)~~ **\$1,291,765 (One Million, Two Hundred Ninety-One Thousand, Seven Hundred Sixty-Five Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 163 May Street Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per W&I Code 14087.4
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Carrie Talbot, Chief, Contract Management Unit		
Address 1000 G Street, 4th Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413		

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>County of Inyo</i>		<i>95-6005445</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	<i>Inyo</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p> <p><i>County of Inyo</i></p>	<p><i>Federal ID Number</i></p> <p>95-6005445</p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p> <p><i>Inyo, California</i></p>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: 2/26/19

SUBJECT: Ratify Amendment #2 to the Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify Amendment #2 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed \$94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of \$382,440 for the period of July 1, 2016 through June 30, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The base allocations were approved in late June 2018 and One Time Only monies were allocated in October, 2018. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office in early January and routed through the approval process.

This amendment is coming before you in order to update the FY 18/19 allocation amount with Mono County by increasing the contract in the amount of \$6,116 of increased base allocation and One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA). Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

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

<u>Fiscal Year</u>
2016/17 = \$101,459
2017/18 = \$88,696 (with OTO fund adjustment)
2018/19 = \$94,812 (with OTO fund adjustment)
2019/20 = \$97,473

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

ALTERNATIVES:

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


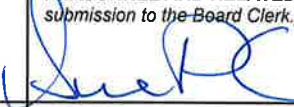
County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

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

<u>APPROVALS</u>	
COUNTY COUNSEL: GC	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>1/30/19</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: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>2/4/19</u>
BUDGET OFFICER: N/A	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/13/19

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$382,440.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$382,440.00; the 2016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; the 2018/19 allocation and One Time Only funds are \$94,812; and the allocation amount to be reimbursed will be approximately \$97,473.00 for the remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2018.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

John Peters, Board Chair

Type or Print

Dated: January 8, 2019

APPROVED AS TO FORM AND LEGALITY:

Trace Chuchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmby

County Risk Manager

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2018/19

Eastern Sierra Area Agency on Aging

	OTO-change in base		Inyo County	Mono County	FY 17/18 Inyo Planning Allocations	FY 18/19 Inyo Difference	FY 17/18 Mono Planning Allocations	FY 18/19 Mono Difference	Net Change from 17/18	
	Baseline	Total								
Supportive Services										
Legal	20,000	20,000	20,000		20,000	-	-	-	-	
0.2 I&A	17,502	344	17,846		15,487	2,359	-	-	2,359	
0.15 Transportation (77/23)	13,127	258	13,385	10,306	9,605	701	2,869	209	911	
0.6 Assisted Transportation (86/14)	51,483	2,055	53,538	46,043	7,495	42,910	3,133	6,985	510	
0.05 Telephone Reassurance	5,400	114	5,514	5,514	-	5,302	212	-	212	
Total Supportive Services	107,512	110,283	110,283	99,709	10,574	93,304	6,405	9,854	720	
84,769										
Ombudsman										
Federal Title IIIB	15,077	8,738	23,815	23,815	-	15,478	8,337	-	8,337	
Federal Title VII Ombudsman	19,275	14,834	34,109	34,109	-	19,276	14,833	-	14,833	
General Fund IIIB	8,939	57,310	66,249	66,249		8,945	57,304		57,304	
Public Health L & C Program	3,576	3,576	3,576	3,576		3,578	(2)		(2)	
State Health Facilities Citation	1,206	1,206	1,206	1,206		2,324	(1,118)		(1,118)	
SNF Quality & Accountability	16,985	16,985	16,985	16,985		16,995	(10)		(10)	
Total Ombudsman	65,058	80,882	145,940	145,940		66,596	79,344		79,344	
Congregate Nutrition (84/16)										
Federal Title IIIC1	119,646	780	120,426	101,158	19,268	122,305	(21,147)	23,296	(4,028)	
General Fund C1	82,457	(26,742)	55,715	46,801	8,914	44,677	2,124	8,510	404	
NSIP C1	14,618	910	15,528	13,044	2,484	12,860	184	2,449	35	
Total Congregate Nutri	216,721	(25,052)	191,669	161,002	30,667	179,842	(18,840)	34,255	(3,588)	
Home-Delivered Meals (83/17)										
Federal Title IIIC2	93,903	1,648	95,551	79,307	16,244	60,615	18,692	12,415	3,829	
General Fund C2	176,263	16,857	193,120	160,290	32,830	130,264	30,026	26,681	6,149	
NSIP C2	24,901	1,552	26,453	21,956	4,497	26,807	(4,851)	5,491	(994)	
Total Home Delivered	295,067	20,057	315,124	261,553	53,571	217,686	43,867	44,587	8,984	
Disease Prevention										
Federal Title IIID	2,723	1,164	3,887	3,887	-	2,669	1,218	-	1,218	
Total Disease Prevent	2,723	1,164	3,887	3,887	-	2,669	1,218	-	1,218	
Family Caregiver										
Federal Title IIIE	18,805	5,881	24,686	24,686	-	19,393	5,293	-	5,293	
Total Family Caregive	18,805	5,881	24,686	24,686	-	19,393	5,293	-	5,293	
Elder Abuse										
Federal Title VII Elder Abuse Pre	609	46	655	655	-	685	(30)	-	(30)	
Total Elder Abuse	609	46	655	655	-	685	(30)	-	(30)	
Administration										
Federal Title IIIB	19,081	881	19,962	19,962	-	18,553	1,409	-	1,409	
Federal Title IIIC1	19,079	484	19,563	19,563	-	23,233	(3,670)	-	(3,670)	
Federal Title IIIC2	14,974	514	15,488	15,488	-	11,693	3,795	-	3,795	
Federal Title IIIE	8,252	812	9,064	9,064	-	7,767	1,297	-	1,297	
General Fund C1	103	(13)	90	90		110	(20)		(20)	
General Fund C2	28	(3)	25	25		29	(4)		(4)	
Total Administration	61,517	2,675	64,192	64,192		61,385	2,807		2,807	
Grand Total - All Funds	768,012	88,424	856,436	761,624	94,812	641,560	120,064	88,696	6,116	126,180
Funding Summary										
Federal Funds	478,455	41,015	519,470	466,403	53,067	434,638	31,765	53,505	(438)	
General Fund	267,790	47,409	315,199	273,454	41,745	184,025	89,429	35,191	6,554	
Public Health L & C Program	3,576		3,576	3,576		3,578				
SNF Quality & Accountability	16,985		16,985	16,985		16,995	(10)		(10)	
Special Deposit	1,206		1,206	1,206		2,324	(1,118)		(1,118)	
	768,012	88,424	856,436	761,624	94,812	641,560	120,066	88,696	6,116	

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

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

**REGULAR MEETING of
January 08, 2019**

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

**MINUTE ORDER
M19-05
Agenda Item #5b**

TO: Social Services

SUBJECT: Second Amendment to Contract with Inyo County for Senior Services funds

Approve the proposed contract Amendment #2 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.

Gardner moved; Corless seconded

Vote: 5 yes; 0 no

M18-05



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: February 26, 2019

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 02-19-19



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: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: February 26, 2019

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 02-19-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING OF: February 26, 2019

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 02-19-19



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: County Administrator/PERSONNEL

FOR THE BOARD MEETING OF: February 26, 2019
SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

1. Request Board A) conduct a public hearing on the qualifications of Mr. Michael Errante to be the Inyo County Road Commissioner; B) appoint Mr. Michael Errante as the Director of Public Works, County Road Commissioner, County Fire Marshall, effective February 21, 2019 ; and
2. Request your Board ratify: A) Contract between the County of Inyo and Michael Errante for the provision of personal services as the Public Works Director/Road Commissioner at a monthly salary of \$10,851.00 effective February 21, 2019 and authorize the Chairperson to sign. B) Approve Resolution 2019-____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

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

ALTERNATIVES:

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

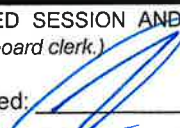
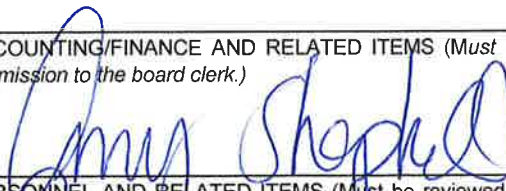
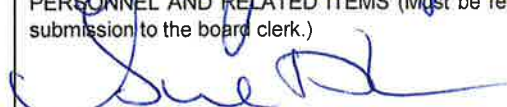
OTHER AGENCY INVOLVEMENT:


County Counsel
 Personnel

FINANCING:

This position will be budgeted in FY 2018/2019 Public Works/Road Department budgets.

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>02/19/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>2/19/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date <u>2/19/19</u>

DEPARTMENT HEAD SIGNATURE:  Date: 2/19/19
 (Not to be signed until all approvals are received)

RESOLUTION NO. 2019-_____

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

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

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

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

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

ARTICLE 7. SALARIES

A. Salaries

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

Appointed Officers	January 24, 2019 through February 20, 2019
Ag Comm/Weights and Measures	\$12,070.00
County Administrator	\$15,000.00
County Counsel	\$15,576.00
Child Support Director	\$10,045.00
Environmental Health Director	\$ 8,757.00
Water Director	\$ 9,431.00
Health and Human Services Director	\$11,343.00
Planning Director	\$ 8,757.00
Chief Probation Officer	\$10,385.00
Public Works Director	\$11,963.00

Appointed Officers	February 21, 2019 and on
Ag Comm/Weights and Measures	\$12,070.00
County Administrator	\$15,000.00
County Counsel	\$15,576.00
Child Support Director	\$10,045.00
Environmental Health Director	\$ 8,757.00
Water Director	\$9,431.00
Health and Human Services Director	\$11,343.00
Planning Director	\$ 8,757.00
Chief Probation Officer	\$10,385.00
Public Works Director	\$10,851.00

PASSED AND ADOPTED this 26th of February, 2019 following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rick Pucci
Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER**

INTRODUCTION

WHEREAS MICHAEL ERRANTE (hereinafter referred to as "Department Head") has been duly appointed as PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head 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 Department Head under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from February 21, 2019 until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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. Department Head will be paid in the same manner and on the same schedule of frequency as other County Department Heads and employees.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement. Further, during the term of this Agreement, Department Head 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 Department Head to perform his duties. All other licenses, certificates, and permits will be procured and maintained in force by Department Head at no expense to the County. Department Head will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Department Head and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Department Head 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 Department Head for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

In the event the Department Head 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 Department Head harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head One Hundred Eighty (180) days written notice of such intent to terminate. In the event of such termination, Department Head shall not have any right to return to his former County employment or any other employment position with the County.

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

13. NONDISCRIMINATION.

Department Head 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.

Department Head 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 Department Head only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head 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 Department Head or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo
County Administrator _____ Department
P.O. Drawer N _____ Mailing Address
Independence, CA 93526 _____ City and State

Department Head:
MICHAEL ERRANTE _____ Name
P.O. Box 262 _____ Street
Big Pine, CA 93513 _____ 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.

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
21th DAY OF February, 2019.


COUNTY OF INYO

DEPARTMENT HEAD

By: _____

By: MICHAEL ERRANTE
Print or Type Name

Dated: _____


Signature

Dated: 2/19/19

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER**

TERM:

FROM: February 21, 2019 **TO:** Termination

SCOPE OF WORK:

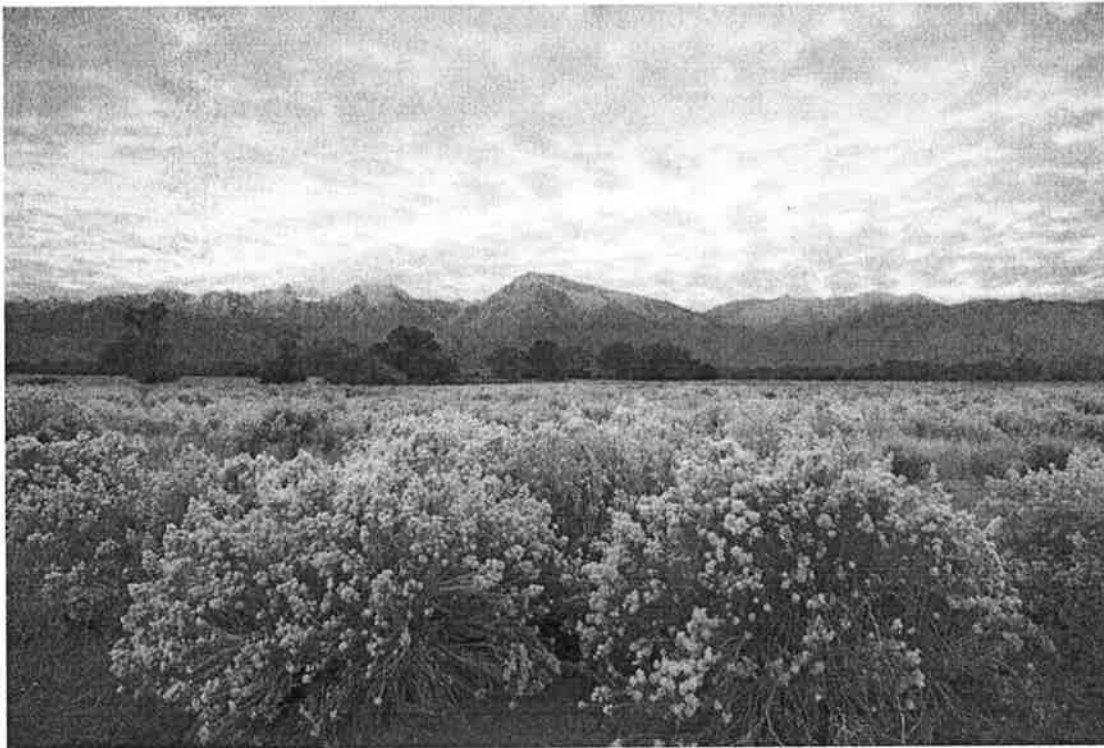
Department Head shall perform the duties and responsibilities as identified in the job description for PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER attached hereto.



THE COUNTY OF INYO

INVITES APPLICATIONS FOR

DIRECTOR OF PUBLIC WORKS



***APPLICATION FILING DATE:
OPEN UNTIL FILLED***



THE COUNTY OF INYO

Inyo County is located on the eastern side of California's majestic Sierra Nevada, just south of Yosemite National Park. It is a land of magnificent natural wonders and endless opportunities for adventure. Inyo County encompasses Mount Whitney, the highest peak in the lower 48 states; Death Valley National Park, including Badwater, the lowest point in the U.S.; and, the Great Basin bristlecone pines, the oldest living life forms on earth. Glaciers, wind, and weather have sculpted the granite peaks of the High Sierra into some of nature's most glorious works of art. The John Muir Wilderness has remained virtually unchanged for thousands of years.

Inyo County has a population of approximately 18,000 residents and, geographically, is the second largest county in California (covering over 10,000 square miles). The County also stakes claim to some of the cleanest air, purest water, and safest environments in the western United States. The City of Bishop, with a population of around 3,000, is the only incorporated city in the County. The greater Bishop area is home to over 12,000 residents.

Inyo County offers unparalleled trout and bass fishing, excellent hunting, superb hiking and backpacking, and some of the best alpine climbing, spring backcountry skiing, hang gliding, horsepacking, and road and mountain bike riding found anywhere. Four-season recreational offerings and a multitude of educational and cultural opportunities combine to provide Inyo

residents with the ultimate quality of life for outdoor enthusiasts.

The region is dotted with historic towns that provide professional services in a small town atmosphere. However, big city delights are just a short drive away. Inyo County communities are located within a four-hour drive of Los Angeles, Las Vegas, and Reno.

COUNTY GOVERNMENT

Inyo County is a General Law County incorporated in 1866. The five members of the Board of Supervisors are elected to staggered four-year terms by district. The County Administrator is appointed by the Board and is responsible for County operations. For the Fiscal Year 2018 - 2019, the County has an overall budget of over \$100 million, which includes a General Fund of over \$65 million.

The Vision for Inyo County Government is to provide responsive decision-making while supporting cultural and historical values, the natural environment, and preserving the rural quality of life.

THE POSITION

The Director of Public Works also serves as the County Road Commissioner. The position provides a variety of challenging responsibilities and exciting opportunities, including construction, operation, and maintenance of public works infrastructure, county roads, town water systems, and

airports dispersed over a huge geographic area. The Director is appointed by the Board of Supervisors and will oversee a 60-person department and 23 budget units totaling nearly \$18 million.

In addition to managing a 1,133-mile network of County-maintained roads, the Public Works Director is responsible for the maintenance of over 55 County buildings and associated grounds. The department oversees four airports, and the expansion and development of commercial air service at the Bishop Airport will be a top priority and tremendous opportunity in the coming years. The Public Works Department also operates three community water systems. The ability to obtain and manage state and federal grant monies for these and other projects is essential.

In addition to managing the day-to-day operations of the department, the new Director will be called upon by an enthusiastic Board and administration to successfully guide the organization through a host of special projects and key initiatives.

THE IDEAL CANDIDATE

The new Director will be a dynamic, hands-on leader capable of creating a sense of community and commitment through teambuilding, leading by example, and promoting positive service, excellent results, and productive relationships.

An approachable, outgoing, and well-grounded interpersonal style will be useful in fitting in with County operations and into the local community. Solid fiscal management skills, a passion for seizing opportunities and getting things done, and excellent project management habits will be essential in this assignment.

The ideal candidate will have an ability to develop effective work relationships with department staff and the County management team through the strength of his/her expertise, ability, vision, and team-oriented, collaborative work style.

This position requires a minimum of six or more years of professional experience in a civil engineering and public works environment including at least five years at a management level. An educational background equivalent to a Bachelor's degree in Civil Engineering or a related field, along with a valid California Registration as a Professional Engineer is

required. Extensive travel throughout Inyo County will be necessary in this position. The successful candidate will complete an extensive pre-employment background investigation and physical examination.



THE PROCESS

To be considered for this rare and exciting career opportunity, please complete an Inyo County application form and forward it with a letter of interest, your resume, and five work-related references (who will not be contacted until mutual interest is established) to the Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526. Candidates must clearly demonstrate through their application materials that they meet all employment standards outlined. All properly completed applications will be reviewed, and the most appropriately qualified individuals will be invited to continue in the selection process.

Examination for the position may consist of a written, performance, or oral exam(s) to evaluate the applicant's skill, training, experience, and qualifications for the position. The final hiring selection will be made by the Board of Supervisors.

COMPENSATION & BENEFITS

The County of Inyo offers competitive salaries and an excellent benefits package. The salary range for this position is from \$118,104 to \$143,556 per year DOQ (salary includes 10% premium pay for possession of Certificate of Registration as a Professional Engineer). In addition, benefits include:

- ◇ CalPERS Retirement System:
Classic Employees (certain current or recently employed CalPERS members and members of other retirement

systems with CalPERS reciprocity, who enrolled in such systems prior to January 1, 2013) 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— Accrual of 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— Accrual at the rate of 15 days per year;
- ◇ Flex (personal days) - 5 days per fiscal year.
- ◇ Paid holidays—11 per year.

LOCAL EVENTS

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

RECREATIONAL OPPORTUNITIES

- ◇ Downhill and Back Country Skiing at Mammoth/June Mountain resorts
- ◇ 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, Rock Climbing
- ◇ Boating & Water Skiing

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
- ◇ Many Streams, Lakes, and Hot Springs



ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER**

TERM:

FROM: February 21, 2019

TO: Termination

SCHEDULE OF FEES:

1. Department Head shall be paid \$10,851 per month, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Department Head shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
3. Department Head is entitled to eighty paid administrative hours off every fiscal year (pro-rated for fiscal year 2019-20. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
4. County will provide and maintain a motor pool vehicle for PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER. Such vehicle will be assigned to Department Head for his exclusive use as required by his twenty-four hour emergency and professional response requirements with the County.
5. On the one-year anniversary date of Department Head's services under this Agreement (first full pay period following), Department Head will receive a 5% base salary increase upon a determination by the Board of Supervisors (in its sole discretion) that Department Head's performance has been satisfactory. Similarly, on second year anniversary date (first full pay period following), Department Head will receive a 5% base salary increase upon a determination by the Board of Supervisors that Department Head's performance has been satisfactory.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY PUBLIC WORKS DIRECTOR/ROAD COMMISSIONER**

TERM:

FROM: February 21, 2019

TO: Termination

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Department Head 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. Department Head will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\\\\ NOTHING FOLLOWS