

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

August 21, 2018

PLEASE NOTE THE CHANGE IN START TIME

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Megan Leplat, HHS Specialist I, Veronica Castro, Cook, and Tiffany Waetermans, Residential Caregiver, HHS; and Jody Dimas, Dispatcher, and Lacie Leslie, Animal Control Officer, Sheriff's Department.

CONSENT AGENDA (Approval recommended by the County Administrator)

HEALTH AND HUMAN SERVICES

4. **Eastern Sierra Area Agency on Aging** – Request Board appoint Georgette Noble and Kelli Huntsinger to the Eastern Sierra Area Agency on Aging Advisory Council, to complete two (2) unexpired two-year terms ending December 11, 2019. (Notice of Vacancy resulted in three requests being received from Ms. Noble, Ms. Huntsinger and a third individual, however the third individual subsequently withdrew their application.)

PUBLIC WORKS

5. Request the Board appoint Ms. Rebecca Brinegar and Mr. Paul Lamos to complete two (2) unexpired four-year terms ending June 1, 2019 and Mr. Travis Powell, Mrs. Beverly Vander Wall and Mr. Neil Woodruff to complete three (3) unexpired four-year terms ending June 1, 2020 on the Southern Inyo Airport Advisory Committee. (Notice of Vacancy resulted in five requests for appointment being received from Ms. Brinegar, Mr. Lamos, Mr. Powell, Mrs. Vander Wall and Mr. Woodruff.)
6. Request Board: A) approve the construction contract, in the amount of \$19,012, with Tom's Carpet of Bishop for the Progress House Flooring Project and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained; and B) authorize the Public Works Director/ Acting Public Works Director to execute all other Project Contract documents, including Contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

7. Request Board: A) approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Submittal of Applications, Accepting Allocation of Funds, and Authorizing the Execution of Grant Agreements with the California Department of Transportation for an Airport Improvement Program (AIP) Matching Grant;" and B) authorize the Public Works Director/ Acting Public Works Director to sign any documents required to apply for and accept subject funds on behalf of the County of Inyo.

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

8. **SHERIFF** – Request Board: A) ratify and approve an amendment to the Memorandum of Understanding between Inyo County and the Olancho Community Service District, effective July 1, 2018, for Limited Advanced Life Support and Advanced Life Support, and authorize the payment of \$10,000 annually to support the program; and B) authorize the Sheriff to sign the Memorandum of Understanding, contingent upon all appropriate signatures being obtained.
9. **PUBLIC WORKS** – Request Board ratify and approve the lease agreement with the New Coso Heritage Society, Inc., Southern Inyo Museum, in the amount of \$12 per year for the period of July 1, 2018 through June 30, 2023, and authorize the Chairperson to sign.
10. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify the Standard Agreement between Inyo County Mental Health and California Department of Health Care Services for the period of July 1, 2017 through June 30, 2022 as the Inyo County Medi-Cal Mental Health Managed Care Plan and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.
11. **COUNTY ADMINISTRATOR – Health and Human Services/Personnel** – Request Board approve a contract between the County of Inyo and Meaghan McCamman for the provision of personal services in the position of Assistant Director of the Health and Human Services Department at Range 92, Step E, \$9,431 per month, effective September 20, 2018, and authorize the Acting County Administrator to sign.
12. **COUNTY ADMINISTRATOR – Information Services** – Request Board receive an update from the Information Services Director on the department, its staffing, and current and future projects.
13. **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.
14. **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.
15. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
16. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
17. **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)

- 11 a.m. 18. **PLANNING** – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Section 18.06.496 and Amending Section 18.78.150 of the Inyo County Code Regarding Shipping Containers and Other Accessory Structures.”

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

CORRESPONDENCE – ACTION

19. **Southern Inyo Healthcare District** – Request Board consolidate the Southern Inyo Healthcare District Election of Directors with the Statewide General Election to be held on November 6, 2018.

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

20. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 4

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Appointment of ESAAA Advisory Council members

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Georgette Noble and Kelli Huntsinger to the Eastern Sierra Area Agency on Aging (ESAAA), beginning August 21, 2018 to complete two (2) unexpired two-year terms ending December 31, 2019.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be “a principal advocate body on behalf of older individuals within a planning and service area,” and “shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals.” Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. Currently, there are two vacancies on the Council that have occurred as a result of two members resigning. A recent recruitment resulted in three applicants submitting their names for consideration. Following your Board’s Appointment Policy adopted February 13, 2018, the Department forwarded letters to all three applicants offering the opportunity to submit an additional application letter and/or resume detailing their qualifications and the Department invited all three applicants to attend the Board meeting. However, following the mailing of the letters, the Department was notified by Lynn Martin, one of the applicants, that she was withdrawing her application, but would be available for appointment in the event that one of the other two applicants withdrew their names.

The following is a list of the remaining two applicants with an identification of the membership category they would be filling:

Name	60 or Over	Low Income	Disabled	Supportive Services Provider	Health Care Provider	Family Caregiver	Private/Voluntary Leadership	Other
Georgette Noble	X	X	X		X		X	Mono Senior
Kelli Huntsinger					X		X	

Attached you will find copies of the letters forwarded by the agency to the applicants, as well as all information provided to the agency by the applicants. The two remaining applicants meet eligibility criteria for membership and the Department respectfully requests that an appointment of Georgette Noble and Kelli Huntsinger be made with an expiration term of December 31, 2019.

ALTERNATIVES:

Your Board could choose not to fill the vacant seats with the existing applicants, however, certain State-required

categories of membership would remain unfilled.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

No funding involved in this request.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
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)

Magnus

Date: *8/15/18*

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

JUNE 16

In the year of **2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
29TH DAY OF JUNE 2018


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 JUL -5 PM 12: 13

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD
Proof of Publication of
Public Notice

320 PUBLIC NOTICES

NOTICE OF VACANCY (REVISED)

Eastern Sierra Area Agency on Aging Advisory Council

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two (2) vacancies on the Eastern Sierra Area Agency on Aging Advisory Council, to complete two (2) unexpired two-year terms ending December 11, 2019.

The Advisory Council shall be comprised of nine (9) total members from across the two-county region of Inyo and Mono counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA. Targeting efforts shall be made to ensure membership includes individuals from the following categories:

- Low income older adults;
- Disabled persons;
- Supportive services provider;
- Health care provider;
- Individuals with leadership expertise in private/voluntary sectors; and
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

If you are interested in serving on the Eastern Sierra Area Agency on Aging Advisory Council, have interest in the welfare of the region's seniors, meet the criteria and/or qualify for one of the categories, please submit your request for appointment on or before 5:00 p.m., Monday, June 25, 2018, to the Board of Supervisors at P.O. Box N, Independence, CA 93526. For more information about the Advisory Council, contact the ESAAA Administration at 163 May Street, Bishop, or call (760) 873-3305.

(A previous notice included an incorrect deadline of June 30.)

(IR 6/16/18, #13414)

**LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL**

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Georgette Noble Address: 106748 Hwy 395 Walker
Home Telephone: 530-495-2708 Mobile Telephone: 760-616-4163
E-mail: georgettenoble57@gmail.com Date: 5/3/18

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over Under 60

Ethnicity (Please check only one):

- African-American
- American Indian or Alaska Native
- Asian
- Caucasian/White
- Hispanic or Latino
- Multiracial
- Native Hawaiian or Pacific Islander
- Other

Targeting efforts shall be made to ensure membership includes individuals from the following categories

(Please check all that apply):

- Low income older adults
- Disabled persons
- Supportive services provider
- Health care provider
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
- Individuals with leadership expertise in private/voluntary sectors
- Other: Seniors - Local

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Local Resident who has lived and "Aged" here. Served in many aspects of community service in the valley. My experience with other groups might enable me to contribute in a positive way.

Please sign here: Georgette Noble

Please return completed form to: Eastern Sierra Area Agency on Aging
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

RECEIVED
2018 JUN 25 PM 3:30
INYO COUNTY
ADMINISTRATOR
OFFICE OF THE SHAR

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: KELLY HUNTSINGER Address: PO BOX 139 BISHOP CA 93515
 Home Telephone: 760 872-1293 Mobile Telephone: (760) 574-8918
 E-mail: huntsingers@msn.com Date: June 16, 2018

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over Under 60

Ethnicity (Please check only one):

- African American American Indian or Alaska Native Asian
 Caucasian/White Hispanic or Latino Multiracial
 Native Hawaiian or Pacific Islander Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories

(Please check all that apply):

- Low income older adults
 Disabled persons
 Supportive services provider
 Health care provider
 Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
 Individuals with leadership expertise in private/voluntary sectors
 Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Please attached letter of interest - Thankyou for your consideration of my request.	RECEIVED JUN 25 PM 3:29 INYO COUNTY ADMINISTRATOR CLERK OF THE BOARD
Please sign here: Kelly Huntsinger	

Please return completed form to: Eastern Sierra Area Agency on Aging
 163 May Street
 Bishop, CA 93514
 Phone: (760) 873-3305 Fax: (760) 873-6505

June 17, 2018

Inyo County Board of Supervisors
PO Box N
Independence CA 93526

RE: Eastern Sierra Area Agency on Aging Advisory Council

Dear Members of the Board of Supervisors,

I am interested in being considered for one of the two unexpired vacancies on the Eastern Sierra Area Agency on Aging Advisory Council. I believe I meet the criteria and qualify for this position based on my 20+ years of service in the health care industry and having held top leadership positions throughout my health care career.

I have a strong leadership background consisting of my current role as the Chief Operating Officer for the Northern Inyo Healthcare District, and previous long-term positions with the Bishop Care Center and Sterling Heights Retirement Living Facility. During my tenure at the Bishop Care Center and Sterling Heights, I partnered with several Inyo County programs with specific focus on our senior population in the community. I found these experiences enlightening and rewarding while also causing me concern for the future of our elderly in our community and nationwide.

I am a strong advocate for the welfare of our elderly community members and believe I can offer the support, enthusiasm, advocacy and compassion you are seeking in a council member with the ESAAA.

I hope you will consider my formal request for this position. Should you have any questions or need further information, please do not hesitate to contact me. I look forward to hearing from you.

Respectfully,



Kelli Huntsinger
PO Box 139
Bishop, CA 93515

Cell Number: (760)574-8918

1300 Shelly Creek Road, Space 11
Bishop CA 93514
June 23, 2018

RECEIVED

2018 JUN 25 AM 8:40

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Inyo County Board of Supervisors
P.O. Drawer N
Independence CA 93526

To the supervisors
and County HHS personnel:

I'd be interested in serving on the Eastern Sierra Area Agency on
Aging Advisory Council (ESAAA).

In recent years I've become something of an advocate for people with
PTSD (Post-Traumatic Stress Disorder). I myself am still somewhat
disabled with PTSD, though I've made great strides in effectiveness
with the help of 30 years of psychotherapy.

I meet ESAAA criteria as follows:

- Age over 60 (I'm 73);
- Not employed by an entity in a subcontracting relationship
with ESAAA.

I fit two of ESAAA's specific Advisory Council targeting categories:

- Low-income older adults (hope to improve my income in time)
- Disabled persons

and maybe a third:

- Leadership expertise in private/voluntary sectors.

(I seem, through the written word, to have sparked multiple
improvements in the Bishop Senior Center and one improvement at

To County Supervisors
and County HHS
from Lynn E. Martin
June 23, 2018

page 2

County HHS, although one of the lay volunteers at the Senior Center, who has said disparagingly of me, "Everyone knows she's been complaining about things," may not think the Senior Center changes were improvements. I was concentrating on changing unpleasantnesses that had caused some people to eschew the Senior Lunches entirely and that were especially hurtful to people such as myself who live with emotional disabilities (often called "mental illnesses").)

And each month I volunteer at the Nevada Food Bank distribution organized by IMACA, though not in a leadership capacity.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynn E. Martin".

Lynn E. Martin

760 / 872-1155

lmdw68@gmail.com

(Please call to alert me to find the first email message you send.)



HEALTH & HUMAN SERVICES DEPARTMENT

*Behavioral Health, Public Health, Social Services, First 5, Prevention,
Aging Services*

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

Or

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

MARILYN MANN, DIRECTOR

mmann@inyocounty.us

July 24, 2018

Georgette Noble
106748 Hwy 395
Walker, CA 96107

Dear Georgette,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council. The application period ended at 5 p.m. June 25, 2018 and resulted in more letters of interest being received than there are positions available.

To assist the Board of Supervisors in selecting which candidates to serve on the ESAAA Advisory Council, you are invited to submit an additional application letter and/or resume detailing your qualifications for the position and your reasons for applying (if you have not provided this information already), as well as any other information you feel would help the Supervisors in their decision-making process. This is completely voluntary, and is an invitation that is extended as a result of a recent change in the Board's committee/commission appointment policy to address situations such as this one where there are more candidates than positions available.

The Board of Supervisors will be making its decision during the Board meeting of August 21, 2018, and you are further invited to attend the meeting and answer any questions the Board may have at that time.

Should you decide to submit a new letter and/or additional information, please forward to 163 May Street, Bishop CA 93514 by 5p.m. on August 8, 2018.

Should you have any questions, feel free to contact me or my assistant, Alyson Beaumont at (760) 873-3305.

Sincerely,

A handwritten signature in black ink, appearing to read "Marilyn Mann".

Marilyn Mann, Director



HEALTH & HUMAN SERVICES DEPARTMENT

*Behavioral Health, Public Health, Social Services, First 5, Prevention,
Aging Services*

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

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

*MARILYN MANN, DIRECTOR
mmann@inyocounty.us*

July 24, 2018

Kelli Huntsinger
P.O. Box 139
Bishop, CA 93514

Dear Kelli,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council. The application period ended at 5 p.m. June 25, 2018 and resulted in more letters of interest being received than there are positions available.

To assist the Board of Supervisors in selecting which candidates to serve on the ESAAA Advisory Council, you are invited to submit an additional application letter and/or resume detailing your qualifications for the position and your reasons for applying (if you have not provided this information already), as well as any other information you feel would help the Supervisors in their decision-making process. This is completely voluntary, and is an invitation that is extended as a result of a recent change in the Board's committee/commission appointment policy to address situations such as this one where there are more candidates than positions available.

The Board of Supervisors will be making its decision during the Board meeting of August 21, 2018, and you are further invited to attend the meeting and answer any questions the Board may have at that time.

Should you decide to submit a new letter and/or additional information, please forward to 163 May Street, Bishop CA 93514 by 5p.m. on August 8, 2018.

Should you have any questions, feel free to contact me or my assistant, Alyson Beaumont at (760) 873-3305.

Sincerely,



Marilyn Mann, Director



HEALTH & HUMAN SERVICES DEPARTMENT

*Behavioral Health, Public Health, Social Services, First 5, Prevention,
Aging Services*

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

Or

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

*MARILYN MANN, DIRECTOR
mmann@inyocounty.us*

July 24, 2018

Lynn Martin
1300 Shelley Creek Road, Spc. 11
Bishop, CA 93526

Dear Lynn,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council. The application period ended at 5 p.m. June 25, 2018 and resulted in more letters of interest being received than there are positions available.

To assist the Board of Supervisors in selecting which candidates to serve on the ESAAA Advisory Council, you are invited to submit an additional application letter and/or resume detailing your qualifications for the position and your reasons for applying (if you have not provided this information already), as well as any other information you feel would help the Supervisors in their decision-making process. This is completely voluntary, and is an invitation that is extended as a result of a recent change in the Board's committee/commission appointment policy to address situations such as this one where there are more candidates than positions available.

The Board of Supervisors will be making its decision during the Board meeting of August 21, 2018, and you are further invited to attend the meeting and answer any questions the Board may have at that time.

Should you decide to submit a new letter and/or additional information, please forward to 163 May Street, Bishop CA 93514 by 5p.m. on August 8, 2018.

Should you have any questions, feel free to contact me or my assistant, Alyson Beaumont at (760) 873-3305.

Sincerely,


Marilyn Mann, Director



County of Inyo
HEALTH & HUMAN SERVICES DEPARTMENT

Marilyn Mann, Director

mmann@inyocounty.us

ADMINISTRATION & EASTERN
SIERRA AREA AGENCY ON AGING

163 May Street
Bishop, CA 93514
TEL: (760) 873-3305
FAX: (760) 873-6505
SENIOR CENTERS
TEL: (760) 873-6364

FISCAL

155 Market Street, Drawer A
Independence CA 93526
TEL: (760) 878-0242
FAX: (760) 878-0266

ADULT SOCIAL SERVICES

Aging, APS & IHSS
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 873-5103

CHILDREN'S SOCIAL SERVICES

CPS, FIRST (Wraparound) &
Resource Family Approval
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 872-1749

EMPLOYMENT & ELIGIBILITY

920 N. Main Street
Bishop, CA 93514
TEL: (760) 872-1394
FAX: (760) 872-4950
Lone Pine TEL: (760) 876-5545

BEHAVIORAL HEALTH

Mental Health, Wellness Centers,
Progress House & Substance Use
Disorder Services
162-J Grove Street
Bishop, CA 93514
TEL: (760) 873-6533
FAX: (760) 873-3277

PUBLIC HEALTH

207 A South Street
Bishop, CA 93514
TEL: (760) 873-7868
FAX: (760) 873-7800

PREVENTION

WIC, First 5, Tobacco & Other Prevention
586 W. Line Street
Bishop, CA 93514
TEL: (760) 872-1885 / (760) 873-6453
FAX: (760) 872-1623

TECOPA COMMUNITY CENTER

405 Hot Springs Road
Tecopa, CA 92389
TEL: (760) 852-4264
FAX: (760) 852-4343

August 3, 2018

Georgette Noble
106748 Highway 395
Walker, California 96107


Dear Georgette,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging's (ESAAA) Advisory Council. We have requested that the appointment of Advisory Council members be scheduled for consideration by the Inyo County Board of Supervisors on Tuesday, August 21, 2018. We will be forwarding your letter of interest along with any additional information submitted by the close of business on August 8, 2018.

Please accept this letter as an invitation to attend the Board of Supervisors meeting on August 21, 2018. The Board meeting will convene into open session at 10:00 a.m. unless otherwise posted in advance. The Board will review the information you have provided, they may ask you questions and you will have an opportunity to further address the Board as they make their selection. Please let me know if you will not be able to attend the Board meeting and I will be able to convey this to the Board when this agenda item is being heard.

Please feel free to contact me at (760) 873-3305 should you have any questions. Thank you again for applying to serve on the ESAAA Advisory Council.

Sincerely,


Marilyn Mann
Director



County of Inyo
HEALTH & HUMAN SERVICES DEPARTMENT

Marilyn Mann, Director

mmann@inyocounty.us

ADMINISTRATION & EASTERN
SIERRA AREA AGENCY ON AGING

163 May Street
Bishop, CA 93514
TEL: (760) 873-3305
FAX: (760) 873-6505
SENIOR CENTERS
TEL: (760) 873-6364

FISCAL
155 Market Street, Drawer A
Independence CA 93526

TEL: (760) 878-0242
FAX: (760) 878-0266

ADULT SOCIAL SERVICES
Aging, APS & IHSS

162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 873-5103

CHILDREN'S SOCIAL SERVICES

CPS, FIRST (Wraparound) &
Resource Family Approval
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 872-1749

EMPLOYMENT & ELIGIBILITY

920 N. Main Street
Bishop, CA 93514
TEL: (760) 872-1394
FAX: (760) 872-4950
Lone Pine TEL: (760) 876-5545

BEHAVIORAL HEALTH

Mental Health, Wellness Centers,
Progress House & Substance Use
Disorder Services
162-J Grove Street
Bishop, CA 93514
TEL: (760) 873-6533
FAX: (760) 873-3277

PUBLIC HEALTH

207 A South Street
Bishop, CA 93514
TEL: (760) 873-7868
FAX: (760) 873-7800

PREVENTION

WIC, First 5, Tobacco & Other Prevention
586 W. Line Street
Bishop, CA 93514
TEL: (760) 872-1885/ (760) 873-6453
FAX: (760) 872-1623

TECOPA COMMUNITY CENTER

405 Hot Springs Road
Tecopa, CA 92389
TEL: (760) 852-4264
FAX: (760) 852-4343

August 3, 2018

Kelli Huntsinger
P.O. Box 139
Bishop, California 93514

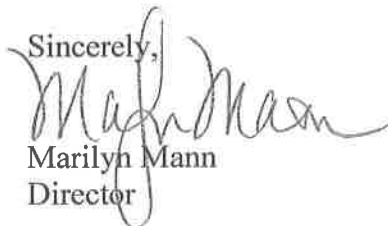
Dear Kelli,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging's (ESAAA) Advisory Council. We have requested that the appointment of Advisory Council members be scheduled for consideration by the Inyo County Board of Supervisors on Tuesday, August 21, 2018. We will be forwarding your letter of interest along with any additional information submitted by the close of business on August 8, 2018.

Please accept this letter as an invitation to attend the Board of Supervisors meeting on August 21, 2018. The Board meeting will convene into open session at 10:00 a.m. unless otherwise posted in advance. The Board will review the information you have provided, they may ask you questions and you will have an opportunity to further address the Board as they make their selection. Please let me know if you will not be able to attend the Board meeting and I will be able to convey this to the Board when this agenda item is being heard.

Please feel free to contact me at (760) 873-3305 should you have any questions. Thank you again for applying to serve on the ESAAA Advisory Council.

Sincerely,



Marilyn Mann
Director



County of Inyo
HEALTH & HUMAN SERVICES DEPARTMENT

Marilyn Mann, Director

mmann@inyocounty.us

ADMINISTRATION & EASTERN
SIERRA AREA AGENCY ON AGING

163 May Street
Bishop, CA 93514
TEL: (760) 873-3305
FAX: (760) 873-6505
SENIOR CENTERS
TEL: (760) 873-6364

FISCAL

155 Market Street, Drawer A
Independence CA 93526
TEL: (760) 878-0242
FAX: (760) 878-0266

ADULT SOCIAL SERVICES

Aging, APS & IHSS
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 873-5103

CHILDREN'S SOCIAL SERVICES

CPS, FIRST (Wraparound) &
Resource Family Approval
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 872-1749

EMPLOYMENT & ELIGIBILITY

920 N. Main Street
Bishop, CA 93514
TEL: (760) 872-1394
FAX: (760) 872-4950
Lone Pine TEL: (760) 876-5545

BEHAVIORAL HEALTH

Mental Health, Wellness Centers,
Progress House & Substance Use
Disorder Services
162-J Grove Street
Bishop, CA 93514
TEL: (760) 873-6533
FAX: (760) 873-3277

PUBLIC HEALTH

207 A South Street
Bishop, CA 93514
TEL: (760) 873-7868
FAX: (760) 873-7800

PREVENTION

WIC, First 5, Tobacco & Other Prevention
586 W. Line Street
Bishop, CA 93514
TEL: (760) 872-1885/ (760) 873-6453
FAX: (760) 872-1623

TECOPA COMMUNITY CENTER

405 Hot Springs Road
Tecopa, CA 92389
TEL: (760) 852-4264
FAX: (760) 852-4343

August 3, 2018

Lynn E. Martin
1300 Shelley Creek Road, Space 11
Bishop, California 93514

Dear Lynn,

Thank you for applying to serve on the Eastern Sierra Area Agency on Aging's (ESAAA) Advisory Council. We have requested that the appointment of Advisory Council members be scheduled for consideration by the Inyo County Board of Supervisors on Tuesday, August 21, 2018. We will be forwarding your letter of interest along with any additional information submitted by the close of business on August 8, 2018.

Please accept this letter as an invitation to attend the Board of Supervisors meeting on August 21, 2018. The Board meeting will convene into open session at 10:00 a.m. unless otherwise posted in advance. The Board will review the information you have provided, they may ask you questions and you will have an opportunity to further address the Board as they make their selection. Please let me know if you will not be able to attend the Board meeting and I will be able to convey this to the Board when this agenda item is being heard.

Please feel free to contact me at (760) 873-3305 should you have any questions. Thank you again for applying to serve on the ESAAA Advisory Council.

Sincerely,


Marilyn Mann
Director

Georgette Noble
106748 Hwy 395
Walker, CA 96107

RECEIVED AUG 08 2018

Inyo County
Health and Human Services Department
Email: A Beaumont@inyocounty.us

Dear Ms Mann,

I am responding to your letter dated August 3, 2018 regarding the ESAAA Position Open.

Attached you will find my resume with employment and Volunteer history.

I would appreciate being considered for the position available on the Eastern Sierra Area Agency.

If selected I would be pleased to accept a position with this agency and commit time and energy to the overall benefit of the organization and to offer my skills and experience.

I look forward to hearing from you.

Regards, Georgette Noble
760-616-4163



GN

GEORGETTE NOBLE

106748 HWY 395
WALKER, CAL 96107

RECEIVED AUG 08 2018

OBJECTIVE

To be part of your ESAAA
And contribute my years
of all around experience.
Contribute to My
Community and County
And all Senior Population
of both Inyo and Mono
Counties.

SKILLS

EXPERIENCE

RETIRED

LEGACY REAL ESTATE AND MORTGAGE JANUARY 1, 1995 – TO PRESENT
JOB TITLE • COMPANY • DATES FROM – TO PRESENT

I studied Real Estate and worked for several other companies i.e.. Century 21 in Cupertino, CA . After that, I opened my own business and practiced in Walker, Coleville and Topaz. I also sold in Gardnerville, NV (Obtained license in Nevada 2000) to 2005

NOBLE AIRE AND ELECTRIC 1991 to 2015

OWNED AND OPERATED WITH SPOUSE.

VICTORVILLE, ca 1991 TO 2015 retired

Air conditioning heating and installation and repair
I was accounting and dispatch

UTILITY VAULT COMPANY 1985 1991

INTERNATIONAL PRECAST CONCRETE Corp

Accounting and Administration for Fontana Plant and
Plant assistant manager

Responsible for Office management, payroll, union negotiations,
And All full charge accounting for plant, reporting to WA and Ireland

SHEA CONVELESCANT HOSPITAL hea Convelescent Hospital 1 1970-1985

Bookkeeping, Admitting patients, Medical Billing,
Administration Assistant to Facility Administrator and nursing staff.



EMAIL



TWITTER HANDLE



TELEPHONE



LINKEDIN URL

1. .
2. **Women's Association of American Treasure**
3. **antelope Valley Senior Center and Recycle, Presently Chairman of the Board, and previously held positions as Secretary for several Years. I am very committed to this community program.**
4. **Antelope Valley Women's Club – Presently I hold the position of President and have been the Treasure and past president. This is my other passion in No. County. This club is 83 years old and the members are fading away. I strive to build up this membership and keep it alive. Also, we raise funds for Coleville High School Scholarships and provide other community service**
5. **I volunteer at the Walker Thrift Store inside the store, meeting guest and doing sales.**
6. **Grand Jury, I served on the Mono County Grand Jury in the years 2015-2016.**
7. **I am presently on the Grand Jury for Mono County for this present year, 2018-2019**
8. **In the past I volunteered in Nursing Homes**
9. **I volunteer with Pat Espinoza at the Senior Center in**
10. **At the Age of 16 I was a candy Stiper volunteer at Hoag Memorial Hospital in Newport Beach.**



EMAIL



TWITTER HANDLE



TELEPHONE



LINKEDIN URL

1335 Rocking W Drive, #391
Bishop CA 93514
August 9, 2018

RECEIVED AUG 14 2018

Marilyn Mann, Director
Health & Human Services Department
163 May Street
Bishop CA 93514

Re: Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council

Dear Marilyn,

Thank you for your letters of July 24 and August 3 re ESAAA.

It sounds like it may be easiest and best for all concerned for me to say the following:

I hereby conditionally withdraw my application to serve on the ESAAA Advisory Council. (If one of the other two candidates should withdraw his/her application, then please cause mine to remain in effect.)

I'm not certain, but I'm thinking it might actually work out best for me to attend ESAAA meetings at will without becoming a formal member of the Advisory Council.

May I ask you to put my name on the pertinent mailing list, so I'll be notified of dates/times of upcoming ESAAA meetings and so I'll receive the meetings' agendas in advance along with any supporting material that's sent to Advisory Council members.

Thank you.

Sincerely,



Lynn E. Martin
Advocate for People with PTSD



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
5

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Appointments to Southern Inyo Airport Advisory Committee

DEPARTMENTAL RECOMMENDATIONS:

Request the Board appoint Ms. Rebecca Brinegar and Mr. Paul Lamos to complete unexpired four-year terms ending June 1, 2019 and Mr. Travis Powell, Mrs. Beverly Vander Wall and Mr. Neil Woodruff to complete unexpired four-year terms ending June 1, 2020 on the Southern Inyo Airport Advisory Committee. *(Notice of Vacancy resulted in five requests for appointment being received from Ms. Brinegar, Mr. Lamos, Mr. Powell, Mrs. Vander Wall and Mr. Woodruff).*

SUMMARY DISCUSSION:

The Southern Inyo Airport Advisory Committee is comprised of eight members appointed by the Board of Supervisors. Three terms are currently filled, two terms have been vacant for quite some time and the remaining three terms expired on June 1, 2016.

ALTERNATIVES:

The Board could elect not to fill the positions. This is not recommended as the applicant has expressed interest in serving on the committee.

FINANCING:

The Airport Advisory Committee members are volunteers and receive no monetary compensation. There are no other costs to the County associated with filling the vacant position.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/16/18

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

JULY 14

In the year of **2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
27TH DAY OF JULY 2018


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 JUL 30 PM 1:18

INYO COUNTY
ADMINISTRATOR
CLERK OF THE COURT

Proof of Publication of Public Notice

NOTICE OF VACANCY SOUTHERN INYO AIRPORT ADVISORY COMMISSION

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill five (5) vacancies on the Southern Inyo Airport Advisory Committee: two (2) unexpired four-year terms ending June 1, 2019 and three (3) unexpired four-year terms ending June 1, 2020.

If you are interested in serving on the Southern Inyo Airport Advisory Committee, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Friday, August 10, 2018. **Please specify the term for which you are applying.**
(IR 7/14/18, #13452)

Darcy Ellis

From: Travis Powell <bwftravis@gmail.com>
Sent: Friday, August 3, 2018 8:40 AM
To: Darcy Ellis
Subject: Re: Airport committee letter.

Hi Darcy, I will do the term ending on June 1st, 2020.

Best,

Travis Powell
Best Western Plus Frontier Motel
General Manager
760-876-5571 Extension 180

On Fri, Aug 3, 2018 at 8:35 AM Darcy Ellis <dellis@inyocounty.us> wrote:

Thank you, Travis. Would you mind specifying which term you're applying for? There are five available: two (2) unexpired four-year terms ending June 1, 2019 and three (3) unexpired four-year terms ending June 1, 2020.

From: Travis Powell [<mailto:bwftravis@gmail.com>]
Sent: Friday, August 3, 2018 8:33 AM
To: Darcy Ellis
Subject: Airport committee letter.

Please see attached letter of interest.

Best,

Travis Powell
Best Western Plus Frontier Motel
General Manager
760-876-5571 Extension 180

8/3/18

To the Inyo County Board of Supervisors,

Please let this letter serve as my request for appointment to the Southern Inyo Airport Advisory Committee.

Sincerely,

Travis Powell

bwfravis@gmail.com

760-264-6856

Darcy Ellis

From: Beverly Vander Wall <bjvw1945@me.com>
Sent: Friday, August 3, 2018 7:53 PM
To: Darcy Ellis
Subject: Southern Inyo Airport Advisory

August 3, 2018

Dear Darcy,

I wish to continue serving on the Southern Inyo Airport Advisory board.

Thank You,

Beverly Vander Wall
632 Tuttle Creek Rd.
Lone Pine, CA 93545
760-920-1430
bjvw1945@me.com

Darcy Ellis

From: Neil Woodruff <neilguides@gmail.com>
Sent: Monday, August 6, 2018 12:20 PM
To: Darcy Ellis
Subject: Southern Inyo Airport Advisory Committee
Attachments: Sothern Inyo Airport Advisory Committee LOI.docx

Hello Darcy I would like to apply for the SIAAC. I am open to either a vacancy ending on June 1, 2019 or June 1, 2020. Preferably the latter.

Thanks,
Neil Woodruff

To the Inyo County Board of Supervisors,

This letter is to inform the board of my interest in serving on the Sothern Inyo Airport Advisory Committee.

Sincerely,

Nell Woodruff
neilguides@gmail
919.815.2658

Darcy Ellis

From: Rebecca Brinegar <rb@blinkmediagroup.com>
Sent: Monday, August 6, 2018 1:19 PM
To: Darcy Ellis
Subject: Re:

Hi,

No preference, whatever you need to fill is fine.

Best,
Rebecca

On Mon, Aug 6, 2018 at 1:17 PM, Darcy Ellis <dellis@inyocounty.us> wrote:

Hi Rebecca,

Thank you for your Letter of Interest. Which term would you like to apply for, or do you have a preference? There are five available: two (2) unexpired four-year terms ending June 1, 2019 and three (3) unexpired four-year terms ending June 1, 2020.

From: Rebecca Brinegar [<mailto:rb@blinkmediagroup.com>]
Sent: Monday, August 6, 2018 1:10 PM
To: Darcy Ellis
Subject:

Hello Darcy,

Matt Kingsley asked that I reach out to you.

Please let this email serve as a request to be appointed to the Southern Inyo Airport Advisory Committee.

Please let me know what other information you re

Best,

Rebecca Brinegar

rb@blinkmediagroup.com

Darcy Ellis

From: Paul Lamos <lonepinepaul@gmail.com>
Sent: Thursday, August 9, 2018 10:59 AM
To: Darcy Ellis; Clint Quilter; Matt Kingsley; Matt Kingsley
Subject: Lone Pine Airport Advisory Board

To Whom it may Concern:

Please consider this email a letter of interest to serve on the Lone Pine Airport Advisory Board. I have lived in Lone Pine since fourth grade in 1961, I currently live in the Alabama Hills. I have no direct experience with airports, however I have served the County in other capacities including 22 years on the Inyo County Water Commission, was chairman of the Lone Pine Land and Water Advisory Committee and am currently a Captain on the Lone Pine Fire Department. The extent of my education is a Bachelor of Science Degree from University of California Riverside. I retired this year after working over 41 years at the Owens Lake Mine, being Superintendent since 1994.

I understand the advisory board regularly meets quarterly, I am away from Lone Pine during April and October to the middle of November, so this may affect my ability to serve. Thank you for your consideration. Please don't hesitate to contact me if you have any questions.

Best regards, Paul

Paul Lamos
625 Alabama Drive
Lone Pine CA 93545

760 876-4376
Cell 614-0309
lonepinepaul@gmail.com



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
6

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 21 2018

SUBJECT: Approve the construction contract for the Progress House Flooring Project (Project) to Tom's Carpet of Bishop, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Approve the construction contract, in the amount of nineteen thousand and twelve dollars (\$19,012.00), with Tom's Carpet and authorize the Chairperson to sign, contingent upon obtaining appropriate signatures;
- B. Authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable laws, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the April 3rd, 2018 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the 17/18 Deferred Maintenance Budget, and was carried over into the 18/19 Deferred Maintenance Budget.

The scope of work for this project consists of complete removal and disposal of existing carpet, vinyl and tile flooring, and installation of new commercial grade carpet (in bedrooms and common rooms) and plank vinyl flooring (in bathrooms and kitchen) at the Progress House (located at 536 N. 2nd St, Bishop CA).

The Project was advertised on April 5th and bids were due on April 25th, 2018; however, no bids were received. Per Public Contract Code DIVISION 2. GENERAL PROVISIONS, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 1. Local Agency Public Construction Act, ARTICLE 3.6. Counties of 500,000 or Less Population, Section 20150.9:



In its discretion, the county may reject any bids presented. If, after the first invitation for bids, all bids are rejected, after reevaluating its cost estimates of the project, the county shall abandon the project or shall readvertise for bids in the manner prescribed by this article. If after readvertising, the county rejects all bids presented, the county may proceed with the project by use of county personnel or may readvertise. If two or more bids are the same and the lowest, the county may accept the one it chooses. If no bids are received, the county may have the project done without further complying with this article.

Because no bids were received, the Public Works Department (PW) contacted Tom's Carpet, who had received the bid package, but chose not to submit a bid. PW requested and received a quote from Tom's Carpet for the work, and negotiated a price and schedule that satisfied both parties. Therefore, PW proposes to enter into a contract with Tom's Carpet in the amount of nineteen thousand and twelve dollars (\$19,012). The contractor has performed a site visit, measured all rooms, reviewed the project Special Provisions and provided the estimate shown in Exhibit B to the contract.

ALTERNATIVES: Your Board could choose not to award the bid and construction contract for the Project and to readvertise. This is not recommended because the bid is within the project budget, and 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 Project is part of the 2017/2018 Deferred Maintenance List, which was carried over in to Fiscal Year 2018/2019. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, the amount of \$19,012.00. The \$21,000 budgeted for this Project came from Mental Health Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>YES</u> Date <u>8/8/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/9/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/9/18
(Not to be signed until all approvals are received)

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Tom's Carpet, of Bishop CA, **CONTRACTOR**

for the

Progress House Flooring **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 14, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Tom's Carpet, of Bishop CA (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Progress House Flooring **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Progress House Flooring **PROJECT**

2. **TIME OF COMPLETION.** Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. **PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: nineteen thousand and twelve dollars (\$ 19,012.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. **ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

Progress House Flooring Project

Construction Contract and Attachments – No. 147

Page 1 of 12

07262017

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

9. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

Progress House Flooring _____ Project

Construction Contract and Attachments – No. 147

Page 3 of 12

07262017

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Ashley Helms
168 N. Edwards
PO Drawer Q
Independence, CA 93526

Progress House Flooring

Project

Construction Contract and Attachments – No. 147

Page 4 of 12

07262017

If to Contractor: Tom's Carpet
2019 N Sierra Hwy
Bishop, CA
93514

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Progress House Flooring

Project

Construction Contract and Attachments -- No. 147

Page 6 of 12

07262017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 7
--

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: **AUG 21 2018**

SUBJECT: Resolution approving application for, and acceptance and execution of, a State of California Division of Aeronautics (CDA) Matching Grant for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 03-06-0024-020-2018 for the Bishop Airport Taxiway Rehabilitation Design Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the attached resolution authorizing the filing of an application for a CDA matching grant for "Bishop Airport Taxiway Rehabilitation Design Project" in the amount of \$15,000.00;
2. Authorize acceptance of the allocation of said state AIP matching funds for the project;
3. Authorize execution of said AIP Matching Grant Agreement for this project; and,
4. Authorize the Public Works Director to sign any documents required to apply for and accept subject funds of behalf of the County of Inyo.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department has been offered a Federal Aviation Administration Airport Improvement Program Grant for the Bishop Airport Taxiway Rehabilitation Design Project which will fund up to ninety percent (maximum \$300,000) of the total Project cost, which is estimated at \$333,333. Assuming that Inyo County successfully enters into this grant agreement, the Public Works Department can apply for the CDA AIP Matching Grant which will fund up to five percent of the FAA grant amount (5% - \$15,000). The County must pay the remainder of the Project costs, which is five and one-half percent (5.5% - \$18,333) of the entire Project. The costs will be paid through budget unit titled *Bishop Airport Improvement – Taxiway Rehab Project*, with object codes for expenditures as shown below:

Funding Source	Object Code	Percentages Paid	
FAA Grant	5265	90% of total project cost	\$300,000.00
CDA Matching Grant	5265	5% of FAA grant	\$15,000.00
County	5124	5.5% of project cost	\$18,333.00
		TOTAL PROJECT COST	\$333,333.00

The state requires a resolution of the Board of Supervisors authorizing the submittal of the application, acceptance of an allocation of CDA AIP matching funds, and execution of the CDA AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the resolution also authorizes the Public Works Director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial because State regulations prohibit the DOT from issuing a grant on a project once construction has started. A resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. After the resolution is approved, the Public Works Department will submit the application to the State Division of Aeronautics. The CDA Matching Grant Application submittal must also include a copy of the executed FAA Grant Agreement.


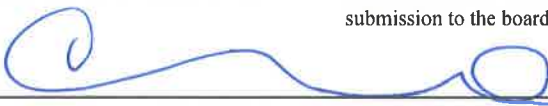
ALTERNATIVES: The Board could choose not to approve the resolution and authorize the Public Works Director to sign the grant agreement. If the resolution and authorization to sign is not approved, the CDA will not accept the county's application for CDA matching funds. This is not recommended, because the county would have to fund the entire match of up to ten percent for the project total (10% - \$33,333.30).


OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING: The FAA Grant No. 03-06-0024-020-2018 will fund up to 90 percent (maximum - \$300,000) of the funds for this project. If the CDA AIP matching grant is approved, up to an additional 5.0 percent of the FAA grant amount (\$15,000) will be provided by the state. The remaining costs will be funded by an in-kind match from Public Works. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/8/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/9/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/9/18
(Not to be signed until all approvals are received)

RESOLUTION #2018 - 34

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF APPLICATIONS, ACCEPTING ALLOCATION OF
FUNDS, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT
IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) Grant 3-06-0024-020-2018 for the Bishop Airport Taxiway Rehabilitation Project; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of the application for the AIP Matching grant.

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

1. Authorizes filing the application for the state AIP Matching Grant for this project;
2. Authorizes accepting the allocation of state AIP matching funds for the project;
3. Authorizes execution of the AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize the Public Works Director/Acting Public Works Director to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the ____ day of August 2018, and the resolution was duly adopted at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Acting Clerk of the Board

by _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Sheriff Jeff R. Hollowell

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Memorandum of Understanding Amendment

DEPARTMENTAL RECOMMENDATION:

Request your board:

- A) Approve an Amendment to the M.O.U. (Memorandum of Understanding) between the Inyo County Sheriff's Department and the Olancha Community Service District for Limited Advanced Life Support and Advanced Life Support, and authorize the payment of \$10,000 annually to support the program.
- B) Authorize Sheriff Jeff R. Hollowell to sign the Memorandum of Understanding with the Olancha Community Service District, once all signatures are obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Office operates a Special Enforcement Detail (also known as a SWAT team) comprised of members of the Inyo County Sheriff's Department, Bishop Police Department and the Mono County Sheriff's Department. This Detail is highly trained and responds to high risk incidents including barricaded suspects, high risk search and arrest warrants, armed suspects and other incidents that are considered to be specialized in nature. During these operations of high risk it is vital that the team as well as suspects and other persons involved have immediate medical aid available by specialized trained personnel who can enter "hot" zones and provide the needed medical assistance. The Olancha Community Service District has members who are trained as tactical Medics. These Medics train with our team on a regular basis and provide the needed medical assistance during an operation involving the Sheriff's S.E.D. team.

This program has become a burden on the financial abilities of the Olancha Community Service District, each year costing in excess of \$10,000. The Sheriff's Department and the County are dependent on the tactical medics and the liability that is reduced by maintaining this service.

ALTERNATIVES:


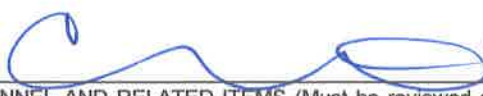
Deny the Amendment to the M.O.U., which would increase our liability greatly.

OTHER AGENCY INVOLVEMENT:

Olancha Community Service District
Bishop Police Department
Mono County Sheriff's Department

FINANCING:

Funding for this will come out of the CalMet Grant, 671413, object code 5539, Other Agency Contributions.

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>08/08/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>08/08/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/9/18
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER ONE (1)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OLANCHA COMMUNITY SERVICES DISTRICT AND
COUNTY OF INYO GOVERNING THE PROVISION OF LIMITED ADVANCED LIFE
SUPPORT AND ADVANCED LIFE SUPPORT SERVICES**

WHEREAS, the County of Inyo through its Sheriff's Office (hereinafter referred to as "ICSO") and the Olancha Community Services District, aka the Olancha Cartago Fire Department, (hereinafter referred to as "OCFD"), entered into a Memorandum of Understanding ("MOU") setting forth the manner and means by which the OCFD provides emergency medical support for ICSO Special Enforcement Division operations and training, for an indefinite term commencing December, 2013; and

WHEREAS, said MOU is attached herewith; and

WHEREAS, said MOU provides that absent a separate written agreement, ICSO will not provide compensation to OCFD for OCFD personnel provision of services pursuant to the MOU; and

WHEREAS, said MOU provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto; and

WHEREAS, ICSO County and OCFD do desire and consent to amend such MOU to provide for an annual payment from ICSO to the OCFD for services provided pursuant to the MOU as set forth below.

NOW, THEREFORE, ICSO and OCFD hereby agree to amend said MOU as follows:

1. ICSO shall pay to the OCFD an annual payment of ten thousand dollars (\$10,000) for OCFD's provision of emergency medical support for ICSO Special Enforcement Division operations and training. Said payment shall be made annually within thirty (30) days after the OCFD provides the ICSO with an invoice therefore.

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

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

/// SIGNATURE PAGE FOLLOWS ///

AMENDMENT NUMBER ONE (1)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OLANCHA COMMUNITY SERVICES DISTRICT AND
COUNTY OF INYO GOVERNING THE PROVISION OF LIMITED ADVANCED LIFE
SUPPORT AND ADVANCED LIFE SUPPORT SERVICES**

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

COUNTY OF INYO

Olancha Community Services District

By: _____

By: _____

Dated: _____

Signature

Type or Print

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
OLANCHA CARTAGO FIRE DEPARTMENT AND THE COUNTY OF INYO
GOVERNING THE PROVISION OF LIMITED ADVANCED LIFE SUPPORT
AND ADVANCED LIFE SUPPORT SERVICES**

WHEREAS, the Inyo County Sheriff's Office (ICSO) through its Special Enforcement Division (SED), engages in operations and training during which it is necessary and beneficial to have emergency medical support; and

WHEREAS, the Olancha Cartago Fire Department (OCFD) is able to provide both Limited Advanced Life Support (LALS) and Advanced Life Support (ALS) services; and

WHEREAS, Inyo County Sheriff's Office has requested, and Olancha Cartago Fire Department has agreed, that OCFD will provide emergency medical support during Special Enforcement Division operations and trainings; and

WHEREAS, Inyo County Sheriff's Office and Olancha Cartago Fire Department desire to establish procedures and protocols for the implementation and oversight of SED-Emergency Medical Support (SED-EMS) programs as set forth in this Memorandum of Understanding.

NOW, THEREFORE, INYO COUNTY SHERIFF'S OFFICE AND OLANCHA CARTAGO FIRE DEPARTMENT AGREE AS FOLLOWS:

1. Inyo County Sheriff's Office with input from Olancha Cartago Fire Department will develop procedures and protocols for the stationing of Olancha Cartago Fire Department Emergency Medical personnel. Such emergency medical services personnel will be located within "staged" areas designated as by the ICSO operational commander, which areas shall be in reasonable proximity to the scene of the operations or training scenario. OCFD emergency medical personnel shall be responsible for removing any injured persons to the "staged" areas for treatment and transport to medical facilities. OCFD shall provide sufficient emergency medical personnel during SED operations and events.

ROLES AND RESPONSIBILITIES

ICSO will:

1. Maintain complete responsibility for the overall direction of the tactical operation and training scenarios.
2. Designate Supervisory personnel to be responsible for the supervision and control of all EMS (transport) and SED-EMS personnel during the time such personnel are involved in an operation of training scenario.
3. Provide the supplies and equipment necessary to carry out any assignment conducted pursuant to this MOU, specifically as it relates to any supplies and equipment meant to serve as wearable ballistic protective equipment equal to that of the SED law enforcement operators.
4. Make training arrangements and provide timely notice to the SED-EMS personnel concerning when their services are needed.
5. Provide round trip transportation when necessary for the SED-EMS personnel from the Field Office (or other agreed-upon location) to the training or operational site utilizing ICSO vehicles.
6. Reimburse travel expenses incurred for the EMS personnel, while deploying at ICSO request, not to exceed the maximum per diem amount of Expenses allowable by Federal Law to ICSO.

The Olancha Cartago Fire Department will:

1. Maintain overall administrative responsibility relating to the EMS personnel for all matters unrelated to the operation.
2. Provide emergency medical support and not act in any other capacity. SED-EMS Personnel assigned to any tactical operation or training scenario shall not be considered "law enforcement officers" or "peace officers" as those terms are commonly defined under Federal and State Laws and shall have no law enforcement powers or responsibilities.
3. Will not utilize any vehicles, machinery or equipment of the ICSO except as specifically authorized by the ICSO Supervisor assigned to a tactical operation or training scenario.
4. Execute a standard Non-Disclosure Agreement regarding the non-disclosure of all ICSO related information obtained during the course of any ICSO training or operational activity or any operation the SED-EMS Providers engage in on behalf of the ICSO.
5. Provide or supply all necessary medical tools and/or supplies used during the normal course of their duties, including all supplies or items needed to provide regular or emergency medical support for any ICSO tactical operation or training activity.

FUNDING FOR THE OCFD EMS PROVIDER PERSONNEL

Absent a separate written agreement to the contrary, the ICSO will not be responsible for providing compensation to OCFD personnel who render emergency medical treatment or services in connection with this agreement. This provision does not exclude compensation from non-ICSO sources.

MEDIA RELEASES

Any media releases or statements regarding tactical operation and training scenarios will be handled according to ICSO procedures.

EFFECTIVE DATE, DURATION, MODIFICATION AND TERMINATION

This MOU will become effective on the date of the last party signature and will remain in effect until modified or terminated. It may be amended or terminated by either party upon thirty day written notice to the other.

This document constitutes a complete agreement between ICSO and OCFD and modifications will not be in force until such modification is reduced to writing and signed by all parties.

By subscription of their signatures below, the parties herewith acknowledge that they have read, understood, and will abide by the foregoing statements.

2. Olancha Cartago Fire Department shall hold harmless, defend and indemnify Inyo County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of OCFD, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

3. Inyo County shall hold harmless, defend and indemnify Olancha Cartago Fire Department its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Inyo County, except where caused by the active negligence or willful misconduct of OCFD its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

4. Olancha Cartago Fire Department (OCFD) shall maintain Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. OCFD hereby agrees to waive rights of subrogation which any insurer of OCFD may acquire from OCFD by virtue of the payment of any loss. OCFD agrees to obtain any endorsement that may be

necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Inyo, it's agents, officers, employees and volunteers.

5. This MOU shall take effect when it is signed by authorized representatives of Olancha Cartago Fire Department and Inyo County. It shall remain in effect until terminated by OCFD or Inyo County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.

6. This MOU may be amended by a writing signed by authorized representatives of Olancha Cartago Fire Department and Inyo County.

7. This MOU shall be administered on behalf of Olancha Cartago Fire Department and Inyo County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Olancha Cartago Fire Department:

Steve Davis, Chief

Inyo County:

William R. Lutze, Sheriff

By the signatures of their authorized representatives appearing below, Olancha Cartago Fire Department and Inyo County agree to perform and abide by the terms of this MOU.

Olancha Cartago Fire Department

By:  _____

Dated: 12/6/2013

Inyo County

By:  _____


Dated: 12-3-13

APPROVED AS TO FORM:

County Counsel

By: _____

Dated: _____

By:  _____

Dated: 12-10-13

APPROVED FOR RISK MANAGEMENT:

APPROVED FOR RISK MANAGEMENT:

By: Marlene Baker

By: _____

Dated: 12-3-13

Dated: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~AUG 21~~ 2018

SUBJECT: Lease Agreement with New Coso Heritage Society, Inc. Southern Inyo Museum

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend that your Board Ratify and approve the Lease Agreement with the New Coso Heritage Society Inc., Southern Inyo Museum, in the amount of twelve dollars (\$12.00) per year; and
2. Authorize the Chairperson to sign the Lease Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On June 3, 1998, a request was received by the Public Works Department to lease county property located at 127 W. Bush Street in Lone Pine. This property has a 940 square foot, wood framed structure on it, which the Southern Inyo Museum currently occupies and wishes to enter a new lease. This property was previously owned by Mrs. Statham, who donated it to Inyo County to alleviate the overcrowded condition at the Lone Pine Library. The Library used this structure briefly to store books; because of the dilapidated condition of the building, this use was discontinued.

Prior to occupancy, an inspection was performed by the Inyo County Building & Safety Department to ascertain the condition of the structure, which revealed several problems with the building. New Coso Heritage Society, Inc., Southern Inyo Museum rehabilitated the building to current code standards at their own expense and opened it up to the public for the display of artifacts.

The initial term of this lease will be for a period of five years, plus five one-year options to extend.

ALTERNATIVES:

Your Board could choose not approve or enter this lease. This is not recommended as this building is used by the Community of Lone Pine and loved by museum goers and staff alike.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The Lease payment for this facility is set at one (\$1.00) per month or twelve (\$12.00) per year with revenues to be placed in the Building & Maintenance Budget 011100

APPROVALS

COUNTY COUNSEL:

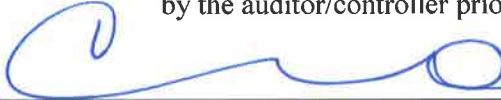
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: YES Date 7/31/18

AUDITOR/CONTROLLER

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



Approved: yes Date 8/6/2018

PERSONNEL DIRECTOR

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/7/18

**COUNTY OF INYO
COMMERCIAL SITE LEASE
BY AND BETWEEN THE COUNTY OF INYO AND
NEW COSO HERITAGE SOCIETY, INC., SOUTHERN INYO MUSEUM**

THIS LEASE AGREEMENT, made and entered into this First day of July, 2018, by and between NEW COSO HERITAGE SOCIETY, INC., SOUTHERN INYO MUSEUM, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by CLINT QUILTER, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of County by Clint Quilter.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located in County of Inyo, State of California, and described more particularly as:

Assessor's Parcel No. 05-065-03, County of Inyo, State of California, and located at 127 West Bush Street, Lone Pine, California, and the building thereon.

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for Five (5) years beginning July 1, 2018 and continuing through and including June 30, 2023. In addition to the initial term, there will be two (2) options to extend the Lease for additional one (1) year periods as follows:

- a. From July 1, 2023 through June 30, 2024.
- b. From July 1, 2024 through June 30, 2025.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The two (2) options to extend the term of the Lease identified in Section Three may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
 - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
 - (3) Lessee has exercised all previous options to extend.

b. Manner In Which Option Can Be Exercised.

- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
- (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
- (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of Twelve Dollars (\$12.00). Lessee agrees to pay County said amount in one installment of Twelve Dollars (\$12.00), payable on the first of July, 2018, and payable thereafter on the first day of July of each year during the term of this lease, or any extension thereof.

In the event the Lessee exercises its option to extend the Lease for any or all of the option periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed not applicable percent (0%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises leased are limited to the following use(s): The operation of a museum and any related activities consistent therewith. Lessee agrees to restrict its use to such purposes, and not use or permit the use of the premises for any other purpose without prior written consent obtained from the County.

SECTION EIGHT. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and New Coso Heritage Society, Inc., Southern Inyo Museum, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the parking area in common with other tenants, occupants, and users of the Leased Premises, together with the right of reasonable ingress and egress to the parking area.

SECTION TWELVE. HOURS OF USE.

Lessee shall have access to the Leased Premises at any time on a twenty-four hour per day, seven-day per week basis. Heating and ventilating as may be required for the comfortable occupation of the Leased Premises will be provided from 8:00 a.m. to 5:00 p.m., Monday through Friday of every week, and on weekends upon request.

SECTION THIRTEEN. UTILITIES.

Lessor shall provide and pay for the following utilities: Water, gas, heat, propane, electrical, telephone, cable, internet, and any other utility services used on premises. County will not be responsible to provide or pay for any utilities.

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its Leased Premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense, except for the exterior walls, roof, plumbing, heating, and ventilating, which County agrees to maintain in good condition. Lessee will be responsible to maintain and repair floors, interior walls, ceiling, windows, and

doors, all of which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God".

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the Leased Premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. Lessee may be present during any inspection or examination. County also reserves the right to enter the Leased Premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the Leased Premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION NINETEEN. WASTE.

Lessee shall give prompt notice to County of any damages to the Leased Premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the Leased Premises.

SECTION TWENTY. DAMAGE OR DESTRUCTION.

Should the Leased Premises be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty-One during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch.

If said damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the Leased Premises which cannot be repaired in three (3) months, this Lease may

be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the Leased Premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or subleases, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said Leased Premises.

SECTION TWENTY-ONE. INSURANCE.

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

SECTION TWENTY-TWO. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the Leased Premises, or arising out of Lessee's operation of the Leased Premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the property, or arising out of any condition in, on, or above, the leased property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

SECTION TWENTY-THREE. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-FOUR. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon.

Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION TWENTY-FIVE. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

SECTION TWENTY-SIX. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any

time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION TWENTY-SEVEN. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION TWENTY-EIGHT. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the Leased Premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-NINE. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the Leased Premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the Leased Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION THIRTY. MECHANICS LIEN.

Lessee agrees to keep the Leased Premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the Leased Premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION THIRTY-ONE. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION THIRTY-TWO. WAIVER.

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the County to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION THIRTY-THREE. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION THIRTY-FOUR. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY-FIVE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-SIX. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-SEVEN. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: NONE.

SECTION THIRTY-EIGHT. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-NINE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION FORTY. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION FORTY-ONE. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

PUBLIC WORKS

P.O. Drawer Q

Independence, CA 93526

Department

Mailing Address

City and State

LESEE

New Coso Heritage Society, Inc.

Southern Inyo Museum

P.O. Box 775

Lone Pine, CA 93545

Name

Mailing Address

City and State

---o0o---

**COUNTY OF INYO
COMMERCIAL SITE LEASE
BY AND BETWEEN THE COUNTY OF INYO AND
NEW COSO HERITAGE SOCIETY, INC., SOUTHERN INYO MUSEUM**

Initial Term of Lease:
July 1, 2018 through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th
day of July 2018.

COUNTY

LESSEE

County of Inyo

By _____
Signature

Carolyn Noble
Signature

Type or Print Name

Carolyn Noble
Type or Print Name

Date: _____

Date: July 21 18

Approved as to form and legality:

[Signature]
County Counsel

Approved as to accounting form and content:

[Signature]
County Auditor

Approved as to insurance and risk management:

[Signature]
County Risk Manager

ATTACHMENT A

**COUNTY OF INYO
COMMERCIAL SITE LEASE
BY AND BETWEEN THE COUNTY OF INYO AND
NEW COSO HERITAGE SOCIETY, INC., SOUTHERN INYO MUSEUM**

INSURANCE PROVISIONS

Initial Term of Lease:

July 1, 2018 through June 30, 2023.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
10

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: August 21 , 2018

SUBJECT: Ratification of Standard Agreement 17-94585 between Inyo County HHS Behavioral Health (referred herein as Inyo County Mental Health) and the State Department of Health Care Services (DHCS) for the period July 1, 2017 through June 30, 2022.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify the Standard Agreement between Inyo County Mental Health and DHCS for the period of July 1, 2017 through June 30, 2022 as the Inyo County Medi-Cal Mental Health Managed Care Plan and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract comes before you for ratification as it was not received until June 2018 although the contract period is retroactive to July 1, 2017. After consultation with County Counsels throughout the state and with concerns registered with DHCS, it is recommended that your Board move forward with ratification and approval of this contract. The amendments to this agreement are in keeping with federal requirements in accordance with the Final Rule for Managed Health Plans to receive Medicaid funds. These federal requirements focus especially on the area of network adequacy. As a small County with limited capacity, we will continue to be challenged in meeting these federal requirements. We will continue to look for ways to provide services to Inyo County beneficiaries with severe mental illness and behavioral health challenges in the most effective and efficient manner. We will also continue to look for ways to address the administrative burden placed on us as the managed care plan. The agreement describes the scope of work including 1) organization and administration, 2) scope of services, 3) financial requirements, 4) management and information systems, 5) quality improvement system, 6) utilization management program, 7) access and availability of services, and 8) provider network. The agreement includes exhibits that address information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and two copies of the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

ALTERNATIVES:



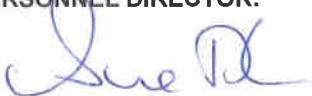
Your Board could deny ratification and approval of the Standard Agreement as the Managed Care Plan. As such, Inyo County would no longer be the Medi-Cal plan and would lose both Medicaid as well as realignment funds.

OTHER AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

FINANCING:

There is no actual dollar amount specified in this contract. This agreement outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200).

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>7/27/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>7/27/18</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>7/31/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

8/14/18

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 03/18)

REGISTRATION NUMBER	AGREEMENT NUMBER 17-94585
---------------------	-------------------------------------

- This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	<small>(Also known as DHCS, CDHS, DHS or the State)</small>
Department of Health Care Services	
<small>CONTRACTOR'S NAME</small>	<small>(Also referred to as Contractor)</small>
Inyo County Mental Health	
- The term of this Agreement is: **July 1, 2017**
 through **June 30, 2022**
- The maximum amount of this Agreement is: **\$ 0**
 Zero dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope Of Work	2 pages
Attachment 1 Organization And Administration	6 pages
Attachment 2 Scope Of Services	9 pages
Attachment 3 Financial Requirements	6 pages
Attachment 4 Management Information Systems	2 pages
Attachment 5 Quality Improvement System	6 pages
Attachment 6 Utilization Management Program	3 pages
Attachment 7 Access And Availability Of Services	4 pages
Attachment 8 Provider Network	11 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR		California Department of General Services Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
Inyo County Mental Health		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Gail Zwier, PhD, Director		
<small>ADDRESS</small>		
162 J Grove Street Bishop, CA 93514		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
Department of Health Care Services		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		
		<input checked="" type="checkbox"/> Exempt per: W&I Code §14703

CCC-307

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> Inyo County Mental Health		<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gail Zwier, PhD, Director		
<i>Date Executed</i>	<i>Executed in the County of</i> Inyo	

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 8103) (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 lessor 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

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>Inyo County Mental Health</i>		<i>Federal ID Number</i> <i>95-6005445</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Gail Zwier, PhD, Director</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 lessor 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

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. <i>Proposer/Bidder Firm Name (Printed)</i> Inyo County Mental Health	<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i> _____	
<i>Printed Name and Title of Person Signing</i> Gail Zwier, PhD, Director	
<i>Date Executed</i> _____	<i>Executed in the County and State of</i> Inyo, California

Whereas, Agreement 17-89585 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until June 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 17-89585 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

- III. This Agreement is amended to expire effective June 30, 2017.
- IV. All other terms and conditions shall remain the same.

**Exhibit A
SCOPE OF WORK**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Inyo County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

A. The project representatives during the term of this contract will be:

Department of Health Care Services Erika Cristo Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: Erika.Cristo@dhcs.ca.gov	Inyo Gail Zwier , PhD, Director Telephone: (760) 872-2590 Fax: (760) 873-3277 Email: gzwier@inyocounty.us
--	--

B. Direct all inquiries to:

Department of Health Care Services Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: Dee.Taylor@dhcs.ca.gov	Inyo County Mental Health Attention: Gail Zwier 162 J Grove Street, Bishop, CA, 93514 Telephone: (760) 872-2590 Fax: (760) 873-3277 Email: gzwier@inyocounty.us
---	--

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

Exhibit A
SCOPE OF WORK

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14726. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Inyo County Mental Health agrees to operate the Mental Health Plan (MHP) for Inyo County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.

- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.

- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.



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: County Administrator - Personnel and Health and Human Services (HHS)

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Personal Services Contract - HHS Assistant Director

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and Meaghan McCamman for the provision of personal services for the position of Assistant Director of the Health and Human Services Department at Range 92 Step E, \$9,431 per month effective September 20, 2018; and authorize the Acting County Administrator to sign.

SUMMARY DISCUSSION:

Your Board approved the hiring of an Assistant Director following the appointment of the former Assistant Director to the position of Director in November 2017. A recruitment was conducted through a consulting firm and a successful candidate selected in June 2018. Meaghan McCamman, the successful candidate entered contract negotiations with the County and Department resulting in the attached contract being brought forward for consideration by your Board.

Ms. McCamman has been working for the California Public Health Association in Sacramento and brings with her experience at a statewide policy level. The Department is excited to add her to our County team and respectfully request your Board approve the contract and authorize the Acting County Administrator to sign the contract.

ALTERNATIVES:

Your Board could choose to not approve the contract. This would leave the Department without an Assistant Director to provide administrative support to program leadership staff and the Director.


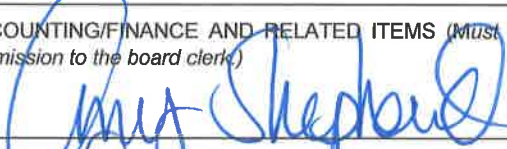
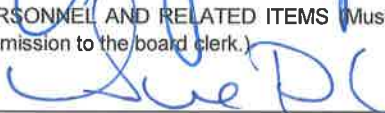
OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel, Health and Human Services

FINANCING:

State and Federal funding, Health, Mental Health and Social Services Realignment. This position is budgeted as follows: 20% Health (045100); 20% Mental Health (045200); 15 % in SUD (045315) and 45% Social Services (055800) in the Salaries and Benefits object codes.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>8/15/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 8/15/18
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO
MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

INTRODUCTION

WHEREAS, MEAGHAN MCCAMMAN (hereinafter referred to as "Assistant Health and Human Services Director") has been duly appointed as Assistant Health and Human Services Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

Assistant Health and Human Services Director will report directly to and shall work under the direction of the Health and Human Services Director. As the Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director

3. TERM.

The term of this Agreement shall be from September 20, 2018 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant Health and Human Services Director in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Assistant Health and Human Services Director.

B. Travel and Per Diem. County shall reimburse Assistant Health and Human Services Director for the travel expenses and per diem which Assistant Health and Human Services Director incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Assistant Health and Human Services Director for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in

Attachment C, or which are incurred by the Assistant Health and Human Services Director without the proper approval of the County.

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

D. Manner of Payment. Assistant Health and Human Services Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant Health and Human Services Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant Health and

Human Services Director will use reasonable care to protect, safeguard and maintain such items while they are in Assistant Health and Human Services Director's possession.

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Assistant Health and Human Services Director 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

Assistant Health and Human Services Director:

MEAGHAN MCCAMMAN Name
150 Rawson Creek Street
Bishop, CA 93514 City and State

19. ENTIRE AGREEMENT.

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

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

**COUNTY OF INYO
DIRECTOR**

By: _____

Dated: _____

ASSISTANT HEALTH AND HUMAN SERVICES

By: Meaghan McCamman
Print or Type Name



Signature

Dated: 8/8/2018

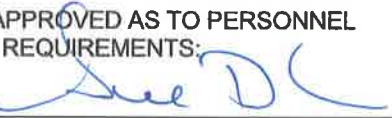
APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: September 20, 2018 TO: TERMINATION

SCOPE OF WORK:

Assistant Health and Human Services Director shall perform the duties and responsibilities as identified in the job description for Assistant Health and Human Services Director attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: September 20, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Assistant Health and Human Services Director shall be paid \$9,431 per month. Assistant Health and Human Services Director shall be paid every two weeks on County paydays.
2. The County Administrator will review Assistant Health and Human Services Director's performance annually. As a result of such review, the County Administrator may authorize an increase or decrease in Assistant Health and Human Services Director's salary to a higher step in the range for Assistant Health and Human Services Director's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Assistant Health and Human Services Director's employment shall also be covered by the County's Personnel Rules and Regulations and by the Non-Represented Employees' Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Assistant Health and Human Services Director's employment.)
4. County will provide a \$250.00 per month vehicle allowance
5. Assistant Health and Human Services Director is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: September 20, 2018

TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS

#12



Information Services

Update for the Board of Supervisors
August 2018



Overview

- Filled All Vacancies in IS
- Strategic Needs Discovery
- Completed Projects
- Projects in Flight
- New Projects
- Other Challenges
- Future



Filled All Vacancies in IS

- Office Tech: Shiela Ward
- Programmer Analyst: Benjamin Mitchell
- Network Analyst: Knight Porter
- Deputy IS Director: Jayme Westervelt

- 100% Staffed



Strategic Needs Discovery

- Visited Departments
- Asked about Pain Points
- Asked about Future Needs
- Identified 10 Strategic Projects
- Survey to Prioritize



Needs Discovery: Results

1. Phone System
2. Wi-Fi
3. Website
4. Mobile Devices
5. Document Imaging
6. Video Conferencing
7. Help Desk System
8. Portal or Intranet
9. Online Forms
10. Flexible Data Storage



Completed Projects

- Annex Flooring Project & Office Moves
- Groovy Datacenter Carpet Removal Project
- Network Infrastructure at 162 E. Line, Phase 1
- CLETS Connection Upgrades
- HHS Child Welfare Services Co-Ex Conversion
- Help Desk System, Phase 1 (#7)
- Supported Elections System Upgrade



Projects in Flight

- IFAS Upgrade to ONESolution
- Property Tax Management System
- Automated Board Agenda System
- Albert System Network Monitoring
- Broadband Expansion Efforts



New Projects

- Website Redesign (#3)
- Data Storage Solution (#10)
- Phone System (#1)
- Consolidated Office Building Infrastructure



Other Challenges

- Datacenter Cooling and Power
- Infrastructure Upgrades and Future Planning
- Managing Support Expectations
- Countywide Information Security Program
- Software Licensing Changes
- Succession Planning and Career Progression



Future

- IS Process Automation
- Professional Development in IS
- Digital Document Management System
- Mobile Device Management Policy & Solution
- Wi-Fi and Expanded County Network Services
- Intranet or Portal Information-Sharing System
- Service Catalog for IS Accountability



Summary

- Filled All Vacancies in IS
- Strategic Needs Discovery
- Completed Projects
- Projects in Flight
- New Projects
- Other Challenges
- Future



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: August 21, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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: 08-13-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING: August 21, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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: 08-13-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: Clint G. Quilter, Acting County Administrator

FOR THE BOARD MEETING OF: August 21, 2018

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

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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


 Date: 08-13-18



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, Acting County Administrator

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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: 08-13-18



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 Closed Session Informational

FROM: Inyo County Board of Supervisors

FOR THE BOARD MEETING OF: August 21, 2018

SUBJECT: Zone Text Amendment (ZTA) 2018-02/ Inyo County – Portable storage and shipping containers.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

Enact an Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Section 18.06.496 and Amending Section 18.78.150 of the Inyo County Code Regarding Shipping Containers and Other Accessory Structures.

SUMMARY DISCUSSION:

On August 14, 2018, the Inyo County Board of Supervisors held a public hearing on Zone Text Amendment (ZTA) 2018-02/ Inyo County – Portable storage and shipping containers and scheduled its enactment for today.

Staff recommends enactment of the Ordinance rezoning the properties as shown in the attached maps.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The costs to process Zone Reclassifications are paid for by the applicant.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


Date: 8/1/18

Attachments:

- 1.) Ordinance

ORDINANCE NO. 1233

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 18.06.496 AND AMENDING SECTION 18.78.150 OF THE INYO COUNTY CODE REGARDING SHIPPING CONTAINERS AND OTHER ACCESSORY STRUCTURES

WHEREAS, the use of portable shipping containers as accessory buildings being perceived as nuisances in the County was brought to the attention of the Inyo County Board of Supervisors; and

WHEREAS, the Board of Supervisors directed planning staff to update Title 18, the Inyo County Zoning Code, to address nuisances caused by shipping containers and other accessory structures; and

WHEREAS, staff provided additions to Sections 18.06 and 18.78 addressing shipping containers and other accessory structures; and

WHEREAS, the Inyo County Planning Commission held a public hearing on June 27, 2018, to review and consider a request for approval of Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Other Accessory Structures, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, on June 27, 2018 after conducting a public hearing on Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Accessory Buildings the Inyo County Planning Commission voted 4-1-0 to recommend that the Board of Supervisors adopt Zone Text Amendment No. 2018-02/Inyo County – Storage Containers and Other Accessory Structures and to Certify that the project is Exempt from the California Environmental Quality Act; and

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Section 18.06.496 is added to the Inyo County Code to read as follows:

“**18.06.496 ‘Shipping containers’** means a large metal box typically used for the shipment of containerized goods. Examples of such shipping containers include, but are not limited to, cargo-containers, Connex boxes, freight boxes and other similar structures. Shipping containers are accessory buildings.”

SECTION TWO. Section 18.78.150 Accessory buildings, is hereby amended in its entirety to read as follows:

“Chapter 18.78.150 Accessory buildings. Accessory buildings, including but not limited to sheds, barns, detached garages, shipping containers, metal freight boxes, and greenhouses shall comply with the requirements set forth below.

- A. No detached accessory building shall be located within ten feet of any building;
- B. No detached accessory building shall be located within five feet of the rear or side lot line;
- C. No detached accessory building shall have a height in excess of twenty feet except as otherwise specifically provided in the regulations of the specific zoning district;
- D. No accessory building shall occupy any part of a required front yard; and no accessory building shall be placed in front of the primary structure when located within R1 and RMH districts;
- E. On a corner lot which is not within a R1 or RMH district and abuts a key lot, no accessory building shall be nearer the street than a distance equal to one-half the depth of front yard required on the key lot;
- F. Where an accessory garage is accessible to vehicles from an alley, it shall be located not less than thirty feet from the opposite side of the alley and in no case closer than five feet to the rear lot line;
- G. Signs, including advertising, shall not be permitted on or attached to accessory buildings except those required by law that contain public safety information;
- H. Accessory buildings shall not be stacked;
- I. Accessory buildings shall be painted to similarly match the primary structure or the surrounding landscape;
- J. Accessory buildings whole or in part that are proposed as primarily structures and/or part of a primary structure shall be constructed with material that meets all Building and Safety requirements and their use is subject to the approval of the Building Official and of G, H, and I of this Section.”

SECTION THREE. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or

unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION FOUR. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this 21st day of August, 2018 by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson

ATTEST: Clint G. Quilter
Acting Clerk of the Board

By: _____
Darcy Ellis, Assistant

#19

Southern Inyo Healthcare District
501 E. Locust St. P.O. Box 1009 Lone Pine, CA 93545
Phone: 760-876-5501 Fax: 760-876-2268

RECEIVED
2018 AUG -9 PM 4: 43
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

08/09/2018

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

Dear Inyo County Board of Supervisors,

Southern Inyo Healthcare District respectfully request that Resolution 18-6 be placed on the agenda for the Inyo County Board of Supervisors to be held August 14, 2018. A copy of the resolution is attached.

Thank you for your consideration.

Sincerely,



Jaqueline Hickman
President, Board of Directors

Board of Directors:
Jaqueline Hickman
President

Mark Lacey
Vice President

Carma Roper
Secretary

Charles Carson
Treasurer

Richard Fedchenko
Director

RESOLUTION NO. 18-6

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF SOUTHERN INYO HEALTHCARE DISTRICT
CONSOLIDATION ELECTIONS WITH THE
STATEWIDE GENERAL ELECTION**

WHEREAS, Elections Code sections 1000 and 1001 provide that elections held on the first Tuesday after the first Monday in November of even-numbered years are statewide election dates;

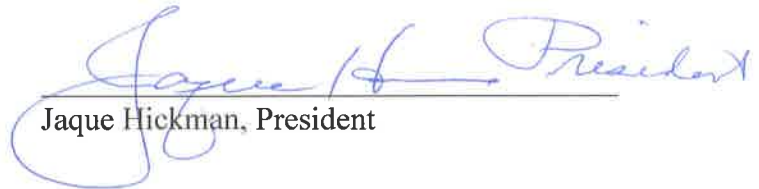
WHEREAS, Elections Code sections 10400 and 10401 provide that district elections may be consolidated with a statewide election;

WHEREAS, Elections Code section 10402.5 provides that a district election must be consolidated with a statewide election that is to be held on the same date; and

WHEREAS, Elections Code section 10403 further provides that the resolution requesting the consolidation shall be adopted and filed, and Election Code section 10418 provides such consolidated elections shall be conducted in accordance with provisions of law for statewide regularly schedule elections.

NOW, THEREFORE, BE IT RESOLVED by the Southern Inyo Healthcare District Board of Directors that the election of Directors of the District be consolidated with statewide regularly scheduled elections on November 6, 2018, all being in accordance with the applicable provisions of law; and the District shall reimburse the County of Inyo for all the costs of conducting any election on behalf of the District as provided in Election Code Section 10002.

Adopted, Signed and Approved this 8th day of August 2018.


Jaque Hickman, President

ATTEST:



Carma Roper, Secretary

