

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

February 6, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (one case).
5. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

CONSENT AGENDA (Approval recommended by the County Administrator)

CHILD SUPPORT SERVICES

9. Request Board approve the 2018 Memorandum of Understanding between Inyo and Mono Counties for the Continued Operation of the Eastern Sierra Regional Department of Child Support Services, a Regional Child Support Agency, and authorize the County Administrator to

sign, with an executed copy remitted to the Clerk of the Board for the Board's files.

CORONER

10. Request Board approve Amendment No. 1 to the contract between the County of Inyo and Eva S. Wasef, M.D. for Autopsy services, increasing the not-to-exceed amount of the contract to \$71,000, and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR

11. **Advertising County Resources** – Request Board approve a payment of \$12,280.80 from the 2017-2018 Advertising County Resources Budget to California Travel Media for an Inyo County one-third page advertisement in the 2018 California Visitors Guide.
12. **Advertising County Resources** – Request Board approve the following final payments from 2016-2017 Advertising County Resources Budget: \$1,261 to the Bishop Museum and Historical Society, Laws Railroad Museum and Historical Site for the 2017 Laws Benefit Concert; and \$1,000 to the Death Valley '49ers for the entertainment for the 2017 '49ers Encampment.
13. **Parks & Recreation** – Request your Board approve an increase in the amount of the purchase order to Doug Clair Construction from \$15,000 to an amount not to exceed \$20,000 for beach excavation and improvements at Millpond Recreation Area.
14. **Recycling & Waste Management** – Request Board: A) approve the agreement with Kern County to allow for the disposal of solid waste generated within the southernmost areas of Inyo County at the Ridgcrest Sanitary Landfill; and B) authorize Integrated Waste Management to pay an annual fee, currently in the amount of \$9,263.98, to Kern County contingent upon the Board's adoption of future budgets; and C) authorize Chairperson to sign the agreement.

HEALTH AND HUMAN SERVICES

15. **Emergency Medical Services** – Request Board: appoint or re-appoint the following individuals to the Emergency Medical Care Committee: A) Judd Symons, Michael Patterson, Lloyd Wilson, Steve Davis, Phil Ashworth, Joe Cappello, Lisa Davis, and Gina Reische, each to two-year terms ending December 31, 2019; and B) Andrew Stevens and LeRoy Kritz, each to two-year terms ending December 31, 2018. (*Notices of 11 vacancies resulted in requests for re-appointment and appointment being received from the above-named 10 individuals.*)

PROBATION DEPARTMENT

16. Request Board: A) declare University of Cincinnati Research Institute a sole-source provider of training on Effective Practices for Correctional Supervision (EPICS); B) approve the contract between the County of Inyo and University of Cincinnati Research Institute for the provision of EPICS training for Inyo County Probation Officers and Rehabilitation Specialists, in an amount not to exceed \$14,500 for the period of April 1, 2018 through December 31, 2018, contingent upon the Board's adoption of future budgets; and C) authorize Chief Probation Officer Jeff Thomson to sign the contract, with an executed copy remitted to the Clerk of the Board for the Board's files.

PUBLIC WORKS

17. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the County Buildings Roofing Project," and authorize the Chairperson to sign.
18. Request Board: A) award a bid in the amount of \$75,000 to Manor True Value Hardware of Bishop, CA as the successful bidder to provide janitorial supplies; B) approve a contract between the County of Inyo and Manor True Value Hardware for the provision of janitorial supplies in an amount not to exceed \$75,000 for the period of January 20, 2018 through January 19, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19. Request Board approve the plans and specifications for the Shoshone Airport-Runway 15-33 Crack Repairs, Slurry Seal, Markings Project, and authorize the Public Works Director to advertise and bid the project.

SHERIFF

20. Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of support services for the Jail Records Management and Computer Aided Dispatch System; and B) approve a purchase order and payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$22,588 for RIMS annual support services from July 1, 2017 through June 30, 2018.

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

21. **BOARD OF SUPERVISORS** – **Supervisor Mark Tillemans** – Request Board appoint Scott Stoner to the District 4 vacancy on the Inyo County Planning Commission, to serve an unexpired four-year term ending January 4, 2021. (*Notice of Vacancy resulted in request for appoint from Mr. Stoner.*)
22. **BOARD OF SUPERVISORS** – **Supervisor Mark Tillemans** – Request Board re-appoint Rick Cromer to a four-year term on the Independence Cemetery District Board of Trustees, ending January 31, 2022. (*Notice of Vacancy resulted in request for re-appointment from Mr. Cromer.*)
23. **TREASURER-TAX COLLECTOR** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I, II or III exists, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,150 - \$3,830), Office Technician II at Range 59 (\$3,457 - \$4,201) or Office Technician III at Range 63 (\$3,709 - \$4,520), depending on qualifications.
24. **PROBATION** – Request Board ratify and approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program in an amount not to exceed \$31,840 for the period of July 1, 2017 through June 30, 2018, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.
25. **PROBATION** – Request Board ratify and approve the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program in an amount not to exceed \$21,227 for the period of July 1, 2017 through June 30, 2018, contingent upon receipts from the California State Controller's Office, and authorize the Chairperson to sign.
26. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Building and Maintenance Worker I/II exists in the Building and Maintenance Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one (1) Maintenance Worker I at Range 56 (\$3,227 - \$3,916) or one (1) Maintenance Worker II at Range 60 (\$3,541 - \$4,301).
27. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Engineering Assistant I or II exists in the Public Works Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one (1) Engineering Assistant I at Range 71 (\$4,583 - \$5,572) or one (1) Engineering Assistant II at Range 75 (\$5,040 - \$6,126).
28. **PUBLIC WORKS** – **Road Department** – Request Board approve a change to the Road Department seasonal worker schedule from January 1 through June 30 to April 1 through September 30, and then find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for four (4) seasonal workers exists in the Road Department Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely they could be filled by internal candidates meeting the qualifications for the positions, an open recruitment would be appropriate to ensure qualified applicants apply; and C) authorize the hiring of four

(4) seasonal workers at Range 50PT (\$15.05/hr. - \$18.27/hr.).

29. **COUNTY ADMINISTRATOR** – *Water Department, County Counsel, Chairperson Totheroh* – Request Board:
- A. Receive briefing regarding the meeting of the Owens Valley Groundwater Authority (OVGA) held on December 14, 2017;
 - B. Authorize the County's OVGA Director to represent the County's annual funding commitment for the OVGA's three-year Groundwater Sustainability Plan Development Budget (GSPDB) to the OVGA Board of Directors pursuant to Article IV of the joint powers agreement, to be at least \$22,654/year and not to exceed 50% of the annual GSPDB (\$124,596/year) contingent upon 1.) all Members of the OVGA making their respective commitments at the February 8, 2018 meeting, 2.) the OVGA adopting the OVGA funding agreement without any substantial changes from the draft presented to the OVGA Board at its December 14, 2017 meeting, and 3.) all Members' duly authorized representatives executing the funding agreement by March 2, 2018;
 - C. If, at the February 8, 2018 OVGA meeting, all Members of the OVGA make their respective funding commitments and adopt the OVGA funding agreement, and execute the funding agreement by March 2, 2018, thereby fully-constituting the OVGA, authorize the County Administrator to sign the funding agreement, on behalf of the County of Inyo, to enter into a legally binding obligation to fund the OVGA's Groundwater Sustainability Plan Development Budget pursuant to Article IV of the joint powers agreement, subject to the adoption of future County Budgets and County Budget amendments; and
 - D. If, at the February 8, 2018 OVGA meeting, the Members fail or vote to defer fully constituting the OVGA by 1.) not making their respective funding commitments, 2.) and/or not adopting the OVGA funding agreement, and/or 3.) failing to execute the funding agreement by March 2, 2018, consider alternatives, including directing staff to explore, with other Inyo Members of the OVGA, interest in reforming the OVGA as a JPA comprised only of eligible Members representing jurisdictions in Inyo County and providing for the participation of eligible Associates and Interested Parties within Inyo County.
30. **COUNTY ADMINISTRATOR** – Request your Board: A) discuss status of County projects funded by the 2014 Great Basin Unified Air Pollution District (GBUAPCD) Environmental Public Benefits (EPB) Fund Block Grant; B) consider authorizing the County Administrator to sign and transmit a letter to GBUAPCD seeking an additional extension of time, to August 31, 2018, to fully expend its EPB Fund Block Grant encumbered for the Veteran's Path Project in Big Pine; and C) as part of its consideration of the letter requesting additional time to expend the remaining EPB Fund Block Grant allocation, provide direction as to if your Board wants to also request the County be allowed the option to utilize remaining grant funds to pave the parking lot at the VFW building in Lone Pine: either in place of the Veteran's Path Project; or, as a back-up the Veteran's Path Project (if it appears the Veteran's Path project cannot be completed by the deadline to use the funds); or, that any EPB Fund Block Grant monies left over after completion of the Veteran's Path Project be applied toward paving the VFW parking lot.
31. **COUNTY ADMINISTRATOR** – *Parks and Recreation* – Request Board discuss and provide direction regarding requests to reserve entire County campgrounds.
32. **COUNTY ADMINISTRATOR** – *Recycling and Waste Management* – Request Board approve three separate agreements with Paradigm Software of Cockeysville, MD in the total amount of \$24,200 for the purchase of landfill gatehouse software and authorize the Chairperson to sign two (2) copies of a System Implementation Agreement and Standard Support Services Agreement and three (3) copies of an Escrow Agreement.
33. **COUNTY ADMINISTRATOR** – *Recycling and Waste Management* – Request Board approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Little Removal During the Lower Owens River Clean Up" and authorize the Chairperson to sign.
34. **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.
35. **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.

36. **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.
37. **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.
38. **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.
39. **CLERK OF THE BOARD** – Request Board approve the minutes from the regular Board of Supervisors meetings of December 19, 2017, January 2, 2018, January 9, 2018, and January 16, 2018 and the special Board of Supervisors meeting of December 21, 2017.

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

11 a.m. 40. **PLANNING** – Request Board:

- A) Conduct a public hearing on a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.73 Short-Term Rental of Residential Property to the Inyo County Code” (Attachment 1);
- B) Approve a resolution titled, “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Finding the Proposed Project Exempt from the Requirements of the California Environmental Quality Act, and Making Certain Findings with Respect to and Approving Zone Text Amending No. 2017-04 Inyo County” (Attachment 2); and
- C) Introduce and waive further reading of the above-referenced ordinance and schedule enactment for 11 a.m. Tuesday, February 13, 2018 in the Board of Supervisors Room, County Administrative Center, Independence.

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

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

41. **PUBLIC COMMENT**

CORRESPONDENCE – ACTION

42. **Southern Inyo Healthcare District** – Request Board call a special parcel tax election on April 10, 2018, pursuant to Southern Inyo Healthcare District Resolution No. 18-1 (attached).

CORRESPONDENCE – INFORMATIONAL

43. **Inyo County Treasurer-Tax Collector** – Treasury Status Report for the Quarter Ending December 31, 2017.
44. **Department of Alcoholic Beverage Control** – Application for On-Sale General - Eating Place alcoholic beverage license filed by Astorga’s Family Restaurant LLC for Astorga’s Mexican Restaurant, 2206 N. Sierra Highway, Bishop, CA; and application for transfer of Off-Sale General alcoholic beverage license from L M Williams Company, Inc. to Rasem M. Akari of Lone Pine Market, 119 S. Main St., Lone Pine, CA 93545.
45. **Governor of the State of California** – Proclamation calling the Statewide Direct Primary Election on Tuesday, June 5, 2018.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

9

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Approval of the 2018 Memorandum of Understanding Between Inyo and Mono County for the Continued Operation of the Eastern Sierra Department of Child Support Services, a Regional Child Support Agency.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the 2018 Memorandum of Understanding Between Inyo and Mono County for the Continued Operation of the Eastern Sierra Regional Department of Child Support Services, a Regional Child Support Agency upon obtaining all signatures.

The prior Memorandum of Understanding governing the regional agency has expired. Because all staff serving the region are now Inyo County employees, revisions to the earlier MOU were necessary and have been incorporated in this proposed MOU. In addition, the proposed MOU will remain in effect and continue thereafter unless and until terminated. Thereby, ensuring that there will not be any interruption in services provided for by our agency. Further, the proposed MOU ratifies any prior actions taken on behalf of the agency and new provisions provide for alternates to be designated to the Regional Oversight Committee members.

CAO RECOMMENDATION:

Support.

SUMMARY DISCUSSION:

In March 2011, the Inyo and Mono County Departments of Child Support Services merged into the Eastern Sierra Department of Child Support Services. This regionalized structure has proven very successful for all of our communities and your support is requested of the proposed MOU.

ALTERNATIVES:

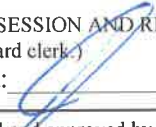
Your Board could decline this this request. This is not recommended.

OTHER AGENCY INVOLVEMENT:



Inyo County Counsel
Mono County Counsel
Department of Child Support Services

FINANCING:

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)
Approved:  Date 01/09/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved:  Date 1/9/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
 Approved:  Date 1/10/18

DEPARTMENT HEAD SIGNATURE:  Date: 12-26-17
(Not to be signed until all approvals are received)

RECEIVED
JAN 11 2018
Eastern Sierra
Child Support Services

**MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY AND
MONO COUNTY FOR THE CONTINUED OPERATION OF THE EASTERN
SIERRA REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES,
A REGIONAL CHILD SUPPORT AGENCY**

WHEREAS, the Director of the California Department of Child Support Service (DCSS) determined that the continued consolidation of the functions of the Inyo County Department of Child Support Services and the Mono County Department of Child Support Services will increase the efficiency of the state Title IV-D program; and

WHEREAS, on or about March 15, 2011, Inyo County and Mono County agreed to merge the functions of their respective Local Child Support Agencies (LCSAs) into a Regional Child Support Agency (the "Prior Agreement"); and

WHEREAS, when the merger originally occurred some employees of the Eastern Sierra Regional Department of Child Support Services (the "Regional Agency") were employed by Mono County and some by Inyo County; due to attrition and other causes, they have all since become Inyo County employees; and

WHEREAS, the Prior Agreement expired on or about June 30, 2015; and

WHEREAS, the Boards of Supervisors of Inyo County and Mono County find that the continued merger of the functions of their respective LCSAs as provided herein will continue to improve program efficiency while retaining accountability, accessibility, and program outreach to the people of Inyo County and Mono County, and the Counties desire to indefinitely maintain the Regional Agency established by the Prior Agreement and retroactively ratify those actions taken by the Regional Agency taken after the expiration of the Prior Agreement;

NOW, THEREFORE, Inyo County and Mono County agree to the following:

A. Governance and Organizational Structure

There shall continue to be one entity, the Eastern Sierra Regional Department of Child Support Services (Regional Agency), responsible for providing child support services in both Inyo and Mono Counties. The Regional Agency will fulfill the requirements of the LCSA of each county. The Regional Agency will continue to be a department of Inyo County and will continue to be managed by the Director of Eastern Sierra Regional Department of Child Support Services (Regional Director), who shall be an employee of Inyo County. All employees of the Regional Agency shall be employees of Inyo County.

B. Regional Director

The Regional Director shall be an employee exclusively of Inyo County responsible for the administration, operation, and management of the Regional Agency. The Regional Director shall:

1. Ensure that the child support operations in the Regional Agency meet all child support program requirements set forth in state and federal law and regulations, and as required by DCSS.
2. Ensure that service levels to customers are substantially similar in each county.
3. Prepare, administer, and submit an annual budget to DCSS, subject to approval by the Regional Oversight Committee and the Inyo County Board of Supervisors.
4. Prepare and submit the quarterly claim as required by DCSS.
5. Receive and disburse the administrative allocation as needed, within all budget parameters set forth by DCSS and by Inyo County.
6. Provide sufficient training to all staff to enable them to perform their duties.
7. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the regional agency.
8. Maintain office space, equipment, machines, and supplies necessary to perform the function of the child support program directives, commensurate with approved funding levels.
9. Maintain regular office hours in both the Bishop office and the Mammoth Lakes office. This paragraph, however, shall not be construed to require that both offices remain open to the public five days per week, eight hours per day. If less than five days per week, eight hours per day, the proportion of office hours in each county will be roughly proportional to the caseload originating in each county.
10. Arrange for sufficient attorney resources to cover the court calendars in both Inyo and Mono Counties, including the preparation and follow up time required by such cases.
11. Be responsive to the concerns of the Inyo County and Mono County Boards of Supervisors.

The Regional Director may, in his or her discretion, delegate any of the above tasks to other staff, as long as such delegation furthers the goals of the program.

C. Regional Oversight Committee

The Regional Oversight Committee previously established by the Regional Director, consisting of the County Administrative Officers, or their respective designees, and one member of the Board of Supervisors from each County shall continue in effect. In addition to appointing the one member of the Board of Supervisors from each County, the Board of Supervisors may also respectively designate an alternate member.

The Regional Oversight Committee shall meet as needed, but not less than once a year, to review the annual budget previously adopted by the Inyo County Board of Supervisors, and make any recommended changes to the Regional Director to incorporate into the following year's annual budget request. Such review may include program and related documents, such as budgets, performance data, invoices, expenditure reports, caseload data, staffing numbers, complaints and/or other matters. In the event of a tie vote of the Regional Oversight Committee with respect to budget recommendations, the State

Department of Child Support Services representative to the Regional Agency will cast the deciding vote on any such recommendations. Providing consideration to the Regional Oversight Committee recommendations, and the recommendation of the Inyo County Budget Officer, the Inyo County Board of Supervisors is solely responsible for approving and adopting the annual Regional Agency Budget, including associated authorized staffing levels.

D. Employees

All current and future employees of the Regional Agency are, and shall be, Inyo County employees. Any employees hired to work for the Regional Agency shall, as a condition of their employment, be required to work in both the Mammoth Lakes and the Bishop offices at the discretion of the Regional Director.

In the event of a personnel matter or citizen complaint involving a Regional Agency employee providing services within Mono County or otherwise to Mono County residents (including oversight of direct services), Inyo County shall address the matter through its adopted personnel rules/disciplinary processes. Inyo County will consider input from Mono County when handling such complaints.

E. Roles and Responsibilities

Inyo County agrees to conduct such negotiations as are necessary with recognized labor organizations to carry out the intent of this agreement.

1. Regional Agency.

- a) The Regional Agency shall be responsible for providing all child support program functions set forth in state and federal law and regulations for cases that fall within its jurisdiction, including but not limited to case adjudication and case management.
- b) The Regional Agency shall be responsible for the payment of all administrative expenses necessary to perform the functions of the Regional Agency and commensurate with state funding allocations, including, but not limited to:
 - i) Salary and benefits of current county LCSA staffs, including the Regional Director.
 - ii) Travel, training, rent, utilities, office supplies, and other similar expenses.
- c) The Regional Agency shall sign the annual plan of cooperation with DCSS, and shall be responsible for compliance with said plan.

2) Inyo County.

- a) By its signature on this Agreement, Inyo County agrees to assume responsibility for the management and operation of the Regional Agency.
- b) Inyo County shall have the exclusive right to employ, determine the compensation for, and discipline the Regional Director.

F. Office Location, Hours, and Space Rental

The Regional Agency shall maintain office locations in both Bishop and Mammoth Lakes. If financial or staffing considerations dictate reducing office hours, such reduction shall be proportional to caseload, or as otherwise agreed by the Regional Oversight Committee, with the option for either Inyo or Mono County to make a general fund contribution for additional hours.

G. Shared Expenses

There shall be no expectation or requirement that either County provide supplemental funding to that provided by the State allocation. However, should the Counties agree to provide supplemental funding, they will share the excess costs proportional to caseload, or as otherwise agreed. Furthermore, the parties agree to work cooperatively to obtain from the State of California and DCSS Eastern Sierra Child Support Services' fair share of funding.

All office supplies and equipment purchased for the Regional Agency with State funds shall be accounted for on an Asset List, identifying their location at either the Bishop or Mammoth Office. In the absence of such a list, all supplies and equipment shall be divided between the Counties based on relative caseload in the event of dissolution of the Regional Agency, unless otherwise required by law or by the State of California.

H. Indemnification and Insurance

It is the intent of this Agreement that Mono and Inyo be responsible for the official actions of the Employee during those times the Employee is performing services of that agency (i.e., it is Mono's responsibility during the times the Employee is performing services in and for Mono pursuant to this Agreement, and Inyo's responsibility at all other times).

Each party to this Agreement shall defend, indemnify, and hold harmless each other, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by their respective agents, officers, or employees. For purposes of this section, the employee furnished by Inyo to Mono is an agent of Mono, not of Inyo during such times as said employee is performing work, including travel and other incidental activities, in and for Mono. Such obligation to defend, indemnify, and hold the each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted

by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

Insurance requirements for Mono County are set forth in Attachment A to this MOU.

I. Term of Agreement

This Agreement shall commence upon its execution by all parties and continue thereafter unless and until terminated. This Agreement may be terminated upon six months' written notice by either Inyo or Mono County, provided that any such termination will not take effect until an annual State allocation is finalized and distributed to the then separated LCSA entities. Upon such termination, any supplies and equipment purchased with State funds shall be re-distributed to the Counties in accordance with paragraph G. Should disagreement occur regarding the resulting location of assets following termination, the Regional Oversight Committee will determine asset locations and/or distribution.

J. Notices

All notices by the parties and DCSS to one another pertaining to this Agreement shall be made by United States mail, postage pre-paid, addressed as follows:

County of Inyo

County Administrative Officer
PO Drawer N
Independence, CA 93526

County of Mono

County Administrative Officer
Sierra Center Mall, Third Floor
Mammoth Lakes, CA 93546

K. Dispute Resolution

1. Any disputes concerning terms and conditions of this Agreement or performance hereunder shall be settled by the mutual agreement of both parties, through amicable negotiation within ninety (90) days.
2. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to mediation.
3. The mediator will be selected by mutual agreement within thirty (30) days of a written request for mediation by either party. If there is no agreement, a mediator will be selected under the rules of the American Arbitration Association, upon written request of either party.

[INTENTIONALLY BLANK]

L. Ratification of Prior Actions

The parties hereby ratify those actions taken on behalf of and by the Regional Agency since the expiration of the Prior Agreement.

EXECUTION

In witness whereof, the parties have executed this Agreement below by their duly authorized representatives.

County of Inyo

County of Mono

By: _____
Kevin Carunchio, CAO

By: _____
Leslie Chapman, CAO

Date: _____

Date: _____

Approved as to form:



Inyo County Counsel

Mono County Counsel

Approved by Risk Management:



Inyo County Risk Manager

Mono County Risk Manager

Read and approved as to form and content:

Date: _____

Alisha Griffin, Director
California Department of Child Support Services



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: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Approval of Amendment #1 for the Contract between the County of Inyo and Eva S. Wasef, M.D. for Autopsy Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 with Eva S. Wasef, M.D., for Autopsy services, amending the contract by increasing the not to exceed amount of the contract to \$71,000, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Dr. Eva Wasef's original contract amount for the period of July 1, 2016 – June 30, 2018 was \$50,000. This request to increase the contract amount by \$21,000, for a total not to exceed amount of \$71,000, will allow Dr. Wasef to complete additional autopsies, as required, through the end of her contract period. The increase is necessary, due to the recent retirement of Dr. Jones, which created additional work for Dr. Wasef until a replacement could be found for him. Additionally, the cases in the Coroner's Office have increased substantially in the past two years. She has graciously worked with the Coroner's Office for the past several years as the Coroner's autopsy surgeon. She is a pathologist at Northern Inyo Hospital and is currently the only pathologist in Inyo County. There is no one with her expertise and laboratory availability to assist the Coroner. She is able to provide microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

ALTERNATIVES:



Your Board could choose to not approve this amendment, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is currently enough funding in the Coroner's Budget (023500) in Professional Services (5265) to cover this increase.

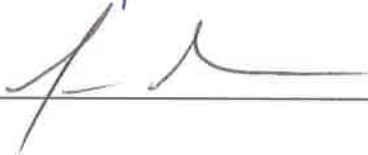
APPROVALS

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>1/25/18</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>1/25/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>1/25/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 01/22/2018

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eva S. Wasef, M.D., of Pasadena, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated June 7, 2016, on County of Inyo Modified Contract No. 116, for the term from July 1, 2016 to June 30, 2018.

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

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

County and Contractor hereby amend such Agreement as follows:

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$71,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is February 6, 2018

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Eva S. Wasef
Signature

Dated: _____

Eva S. Wasef
Type or Print

Dated: 1/17/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

J. Dishion/wdc
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M Baker/wdc
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

//

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: Feb. 6, 2018

SUBJECT: Request to authorize payment for Inyo County advertisement in the 2018 edition of the California Visitors Guide and Travel Planner.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a payment from the 2017-18 Advertising County Resources Budget, 011400, to California Travel Media for a total of \$12,280.80 for an Inyo County one-third page advertisement in the 2018 California Visitors Guide.

SUMMARY DISCUSSION: Advertising in the California Visitors Guide and Travel Planner has proven to be a sound marketing and public relations investment and has become a primary component of the County's overall marketing strategy. The Guide has a circulation of more than 500,000 copies, and is the primary fulfillment piece mailed or otherwise distributed to potential visitors to California from the United States and the rest of the world. The Visitor Guide is also available online at the California Travel and Tourism Commission web site, www.visitcalifornia.com which sees approximately 1 million visitors a year.

The California Travel and Tourism Commission sustains a yearly, \$120 million national and international advertising campaign to promote California Tourism, and has satellite offices in Europe, Mexico and other locations.

The County and the two chambers of commerce in the county (Lone Pine and Death Valley) receive a free listing in the guide, which contains the address, website, e-mail, phone number, etc. for those seeking more information. (The Bishop Chamber of Commerce also advertises in the California Visitors Guide.)

As an advertiser in the California Visitors Guide, Inyo County and its chamber partners also have the opportunity to generate publicity through the CTTC web page, press releases, and story leads for travel writers. On average, about three "story leads" per month are sent out from CTTC asking for information for a potential story about travelling in California. The stories run the gamut from hikes with dogs to wine tasting tours to hotel and motel discounts for special events or holidays. These leads are also sent to local chambers to disperse to their members and other local businesses or attractions.

More importantly, CTTC seeks out information for quarterly press releases and web page updates about each region, which allows Inyo County to highlight its many attractions. Information about attractions (from museums to rock climbing to fishing) and events (49ers Encampment, Fourth of July, and LP Film Festival) can also be uploaded onto the CTTC webpage, which is an ongoing process.

The cost for ads in the Visitor's Guide remains reasonable. This year, the county's ad will be in the High Sierra Section.

In 2018, the "open rate" for Inyo County's one-third page ad (attached) in the High Sierra Section of the guide is \$18,060, but after a variety of discounts, the final cost is \$12,280.80.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Administrative Officer and Auditor/Controller.

FINANCING: The 2017-18 Advertising County Resources Budget (011400) is financed from the General Fund. Payment for this ad will be taken from the ACR Advertising Budget (5263), which has a board-approved allocation in 2017-18 of \$40,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/9/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Jim Whinn (for RUCY Benson) Date: 1-9-18



Original Invoice

55 HARRISON ST SUITE #200 OAKLAND CA 94607

INVOICE NO: 1657141
DATE: 12/21/2017
PAYMENT TERMS: Net 20 Days
DUE DATE: 01/10/2018

INYO COUNTY
ATT: ACCOUNTS PAYABLE
P. O. BOX 206
INDEPENDENCE CA 93526

PAYABLE TO: CALIFORNIA TRAVEL MEDIA
Lockbox 223545
Pittsburgh PA 15251-2545

PARENT: INYO COUNTY
BRAND: INYO COUNTY

Currency Stated In: US Dollar

Issue Date	Edition	Space Description	Page	Rate	Net Amount
CA Visitors Guide 2018	California Visitors Guide	1/3 4C BLD CTTP Discount		18,060.00 <u>(3,612.00)</u>	
		Net Prior To Agency Commission AGY -15%		14,448.00 <u>(2,167.20)</u>	
		Net Total			12,280.80
Total Due					USD 12,280.80

ALL ADVERTISEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE APPLICABLE RATE CARD
PLEASE DIRECT INQUIRIES TO CR_CUSTOMERSERVICE@TIMEINC.COM
OR CALL 212-522-3021



CALIFORNIA VISITOR'S GUIDE 2018 INSERTION ORDER

Advertiser Inyo County

Agency In-House

Contact Jon Klusmire

Street P.O. Box 206

City Independence

State CA Zip 93526

Phone (760) 878-0258

Fax

Email jklusmire@inyocounty.us

Website www.theothersideofcalifornia.com

Date 8/10/17

Original Revised

COMMENTS

**RATE HOLD with Early reservation discount
vaild until 8/22/17.** Payment due Jan. 2018

ADVERTISER AGREEMENT

By submitting advertising copy, by failing to object to the terms and conditions of the Advertising Contract, by continuing authorization of work, the advertiser will indemnify and hold the Publisher harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement, or any other claims or suits that may arise out of or are related to the publication of such advertisement. Submission of advertising copy shall consist of a representation by the advertiser and the advertising agency, if any, upon which the Publisher has relied, that the advertising copy does not infringe any copyright, plagiarize any material, contain any libelous matter or violate any person's right to privacy.

Invoice to
Advertiser

SPACE ORDER

Ad Size 1/3 Page (square) NEP 0.33

Region High Sierra

Co-op Inyo County Coalition Co-op

of Partners 5

Positioning Requested
DESERTS SECTION

SPACE COST

Open Rate	\$18,060.00
Discount 20%	\$3,612.00

To establish credit, an application must be sent to your Account Manager. Approval takes approx. 2-3 weeks. Orders without credit must be accompanied by a check, VISA or MasterCard.

Gross Rate	\$14,448.00
Agency	\$2,167.20
Subtotal	\$12,280.80
Net Rate	\$12,280.80

MATERIALS INFORMATION

Materials Due Date is September 8, 2017.

Send Materials to:
<https://direct2time.sendmyad.com>

Send Insertion Order to:
Pamela Coffey
California Travel Media
55 Harrison St. Suite 200
Oakland, CA 94607
619-444-2635
619-444-2662 Fax
pamela.coffey@timeinc.com

Account Manager:
Pamela Coffey
619-444-2635
619-444-2662 Fax

READER RESPONSE INFORMATION

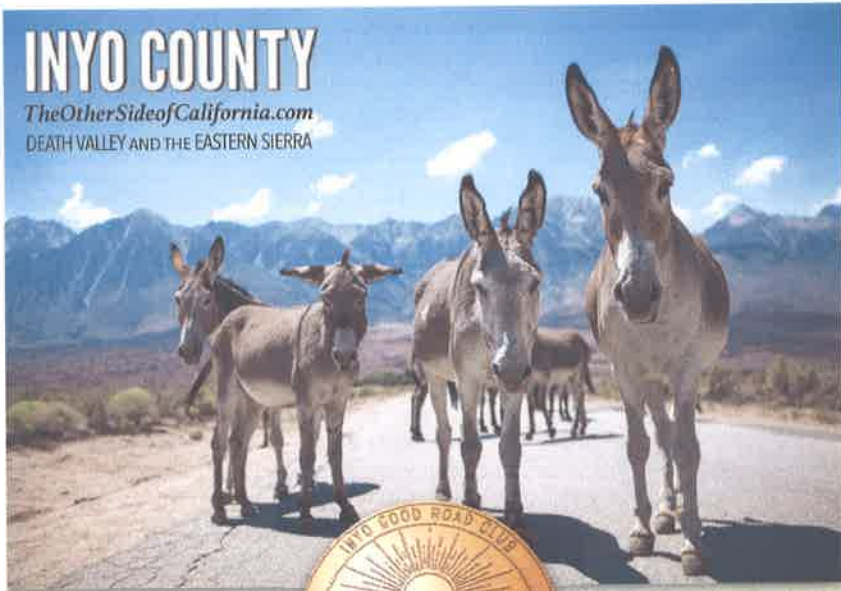
Region High Sierra
District
Banner For More Information
Listing Inyo County
Leads jklusmire@inyocounty.us
Send to attn: Jon Klusmire.

*It is understood that the advertiser and agency are jointly and severally liable for the payment of invoices for advertising published.
Cancellations must be received in writing by the space close of the issue.*

Authorized Signature [Signature]
Print Name Jon Klusmire
Title Inyo County Marketing Date 8-10-17

INYO COUNTY

TheOtherSideofCalifornia.com
DEATH VALLEY AND THE EASTERN SIERRA



A journey along
El Camino Sierra –
The Mountain Road – offers
endless backcountry
hiking, camping



mountaineering,
fishing, backpacking,
skiing and off-roading.
Where today's adventurers
find their edge.

THE ORIGINAL U.S. HIGHWAY 395



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: Feb. 6, 2018

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Payments to the Laws Railroad Museum and the Death Valley 49ers for successfully completing a 2017 Community Project Sponsorship Projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2016-17 Advertising County Resources Budget, 011400, to the Bishop Museum and Historical Society, Laws Railroad Museum and Historical Site, for \$1,261 for the 2017 Laws Benefit Concert (Object Code 5588), and the Death Valley 49ers for the entertainment for the 2017 49ers Encampment (Object Code 5511).

SUMMARY DISCUSSION: Bishop Museum and Historical Society, Laws Railroad Museum and Historical Site was awarded a FY 2016-17 Non-Competitive Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$2,522 to help sponsor the annual Laws Benefit Concert. This year's concert featured Lauri Lewis and the Right Hands. After contracts were finalized, 50 percent the grant funds were disbursed to Laws. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,261. The group also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.


The Death Valley 49ers were awarded a FY 2016-17 Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$2,000 to help sponsor the featured entertainment segment of the 2017 Death Valley 49ers Encampment. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,000. The group also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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

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

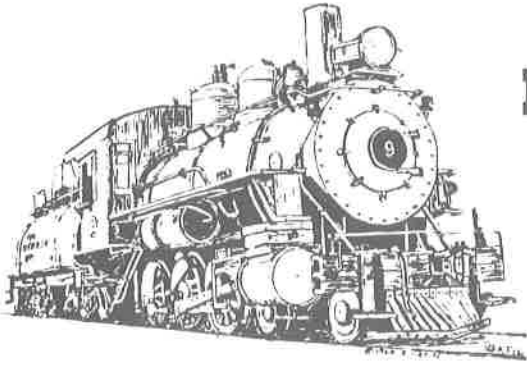
APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date <u>1/5/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

Am Shami (G. Rick Benson)

Date: 1-5-18



LAWS RAILROAD MUSEUM & HISTORICAL SITE

OPERATED BY THE . . .

BISHOP MUSEUM & HISTORICAL SOCIETY
P. O. BOX 363, BISHOP, CALIFORNIA 93515
TELEPHONE (760) 873-5950

December 6, 2017

Inyo County Administration
Attn: Jon Klusmire
P.O. Box 206
Independence, CA 93526

Re: 2017 Laws Benefit Concert (CPSP Grant)

The 2017 Laws Benefit Concert held on June 30, was indeed a great success! Our thanks go to the County of Inyo for CSPS Grant funds making the event possible.

Enclosed, are listed expenses and copies of invoices to support the expenditures. At this time the Laws Museum respectfully requests the remaining half of the grant funds.

<u>EXPENSES</u>		<u>GRANT</u>
\$2000.00	Laurie Lewis & The Right Hands	\$2000.00
\$ 500.00	Derek Olson for lighting & sound	500.00
\$ 320.00	KIBS radio ads	
\$ 200.00	Sierra Wave radio ads	
\$ 123.91	Alex Printing / banner	
\$ 136.84	Post cards	
\$ 259.68	Poster & banner	
<u><22.00></u>		<u>\$ 22.00</u>
\$3518.43		\$2522.00
	Received	<u>1261.00</u>
	Total grant funds remain due	\$1261.00

With Sincere Thanks,

Barbara Moss

Barbara Moss
Laws Museum Administrator

Jon Klusmire

From: Cheryl Hale <cheryl@cherylhale.net>
Sent: Sunday, December 3, 2017 12:23 PM
To: Jon Klusmire
Cc: Virginia Stockman; Rick Wilson
Subject: DV '49ers Request for Final Reimbursement - Inyo County Community Grant Project
Attachments: MaryKayeInvoice - Death Valley '49ers.pdf; MaryKaye-Lodging.pdf; MaryKaye-Receipt.pdf; CPSP Grant - Final Report 12-3-17.pdf

Hello Jon,

This is the Death Valley '49ers Final Reimbursement Request for the remaining 50% of our \$2000 award under the Inyo County Community Grant Project. (Please note we did not receive the second payment requested in the following correspondence.)

Our event concluded on November 12.

Attached is documentation of expenses paid by the Death Valley '49ers in support of the performance activity underwritten by this grant. We hired Mary Kaye to provide daytime and evening musical performances over 5 days of our event, and paid 4 nights' lodging expense.

Performance contract deposit:	\$1500.00
Performance contract balance:	500.00
Lodging paid by '49ers:	577.92
TOTAL	\$2077.92

The payment should be forwarded to our Treasurer:

Rick Wilson
Treasurer, Death Valley '49ers, Inc.
13532 Samantha Avenue
San Diego , CA 92129

The event **Final Report** is also attached. Please contact me if you have any questions or further information needs, or if I need to forward this report and financial documentation to anyone else.

It has been a real pleasure to have partnered with Inyo County in making this recent Death Valley '49ers Encampment a real success and maintaining the high quality of our musical performances. Western music is a huge draw for our event and being able to bring top talent to Death Valley brings people back, year after year. Thank you so much for your assistance throughout the grant process.

Best regards,
Cheryl

Cheryl Hale
Chair - Grants & Sponsorships

Death Valley '49ers 2017 Encampment



Inyo County CPSP Grant Final Report



Event Overview

The 2017 Death Valley '49ers Encampment was held November 5-12 in Furnace Creek, Death Valley, California. More than 50 volunteers from the Death Valley '49ers joined staff of the Ranch at Death Valley and the National Park Service to carry on the 68-year tradition of this event. The 8-day program was filled with traditional Western music, historic presentations, tours, the arrival of the wagon train and horse rider groups, contests, games, gold panning, a veterans' tribute, ranger talks, cowboy poetry, art, and vendor shows. A highlight was the long-awaited re-opening of the Keane Wonder Mine, one of the most successful gold mines in Death Valley, after closure to visitors in 2009. Death Valley '49er President Virginia Stockman and Past President Woody Adams performed the ribbon cutting before an audience of over 100 '49er members who had lined up hours in advance to witness the event.

Over 80 separate events occurred during the week, in addition to the seven-day vendor show and the four-day Western invitational art show. The Death Valley '49ers Encampment celebrates the unique natural and cultural histories of this region, which played an important role in the settlement of the West. This family event creates a living history, demonstrating the hardy spirit and indomitable will of the pioneers who traveled far searching for better lives.

The event was held in partnership in partnership and cooperation with the National Park Service under a current 5-year Memorandum of Understanding (concerning the activities held on Park property) and the Ranch at Death Valley (providing the primary event venue).

Statistical Overview

It is difficult to determine overall audience numbers for the Encampment, because both site hosts that provide free space for the event require that we do not limit attendance to paid participants. The National Park Service requires that our activities in the Visitor Center are available to all park visitors. The Ranch at Death Valley provides our event venues on their property with the understanding that all their guests are welcome. People who wish to join "active participation" events such as 4x4 tours or contests are required to be Death Valley '49ers members, but all other events such as historical programs, parades, musical entertainment, and wagon rides are open to all. Thus, our total audience for the Encampment is significantly higher than our membership base.

The practice is to sell annual memberships for the Death Valley '49ers and encourage all who attend Encampment events to purchase a membership. The current membership cost is \$35 for an individual or \$60 for a family of four. We also offer life membership at \$500 per couple. This year, the number of membership packets picked up at our booth stood at 113 individual, 227 family, and 44 life members. Considering an average of 2.5 people per family membership and 2 people per life membership, that would yield 768 paid members in attendance. Our estimate of paid members vs. unpaid members of the public in attendance at most Encampment events is about 25%, so this would place overall participation in the Encampment at over 3,000.

The Contribution of Inyo County under CPSP Grant

The grant award for 2017 received from Inyo County under the Community Project Sponsorship Program (CPSP) was utilized to maintain the quality of professional musical performances our event is known for. Through the grant we were able to hire Mary Kaye, recognized as Western Music Association (WMA) Award winner. The WMA is an organization that encourages and supports the preservation, performance and composition of historic traditional and contemporary music and poetry of the West.

Awards for Mary Kaye's singing and songwriting have been plentiful. In 2013 she was recognized as Songwriter of the Year as well as Best Female Performer by the Western Music Association, also by *True West Magazine* as Best Solo Musician and received a Spur Award from the Western Writers of America for "Any Name Will Do." In 2012 she won the Song of the Year award from the Western Music Association, with cowboy poet Les Buffam, for their song, "No Wilder Place." The Academy of Western Artists bestowed on her a Will Rogers Award in 2011 for Best Western Female Performer and in 2010 she was honored as the Female Vocalist of the Year by the Western Music Association.

Renowned western artist Maynard Dixon declared, "The spirit of the West sings in every soul." Mary Kaye believes this and shares this spirit in every performance. Her music is rooted deeply in the Western landscape her life is immersed in." The critics have been prolific with praise for Mary Kaye's singing and songwriting. *Western Horseman* said of her, "Some Western singers and musicians are all about preserving traditional cowboy songs. Others strive to write and sing songs about contemporary cowboy life...Mary Kaye does both well, and with an authenticity that appeals to not only purists, but also those seeking something fresh."

The Death Valley '49ers are deeply grateful to Inyo County for allowing us to present this outstanding performer during the 2017 Encampment. Mary Kaye provided three major evening performances to audiences of 400-500 people each time, November 9, 10, and 11. She also gave a special performance November 8 to an audience of about 75 people, including the Wagon Train personnel, at a remote campsite in Death Valley. She also provided supplemental performances in support of the arrival of the Wagon Train, a perennial "can't miss" Encampment event and participated in the Sunday Gospel event.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: County Administrator – Parks and Recreation

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Millpond Recreation Area Improvements

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an increase in the amount of the purchase order to Doug Clair Construction from \$15,000 to an amount not to exceed \$20,000 for beach excavation and improvements at Millpond Recreation Area.

SUMMARY DISCUSSION:

On January 16, 2018, your Board approved a purchase order to Doug Clair Construction in an amount not to exceed \$15,000 for pond excavation and beach maintenance at Millpond Recreation Area. The need for the work was associated with sand and silt from the 2017 Here It Comes spring run-off creating a large sand bar in the inlet to Millpond, which in turn restricted and decreased water flows to the pond. Staff used to the opportunity of mobilizing the contractor to also perform some beach maintenance work. The material blocking the water supply to Millpond has been removed, and water flows have returned to the pond and the water level is rising. During the work, the California Department of Fish & Wildlife made the County aware of the need to obtain a permit for the project and the County has made the necessary application. While the immediate need to return water flow to Millpond has been addressed, and most of the beach maintenance work has been completed, some of the parameters established by and recommendations made by CDFW related to the work have resulted in staff being able to identify additional improvements that can be made to the beach area – above the shoreline – that will enhance the beach area at Millpond Recreation Area while facilitating future beach maintenance. The cost of completing the remaining and additional work is reflected in the increased purchase order amount.

ALTERNATIVES:

Your Board could choose not to approve the increased purchase order and dispense with completing the work and making the additional enhancements. Some of this work might be accomplished by County staff in the future but, due to other emergency projects and limited equipment, might take much longer to complete. By proceeding with the work now, the County can still avail itself to sand material that can be delivered without charge by LADWP crews working nearby, without losing access to the material, or needing to stockpile the material and incurring the expense associated with moving it a second time.

OTHER AGENCY INVOLVEMENT:

CDFW and LADWP

FINANCING:

The Fiscal Year 2017-2018 Parks & Recreation budget has sufficient funding to cover this unanticipated work, but the expense (and associated opportunity) will divert funds from other maintenance projects identified in the budget. To ensure these projects can also be accomplished it will be necessary to amend the Parks and Recreation budget during the Mid-Year Financial Review.

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:  Date: 02-01-2018
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Agreement with Kern County Waste Management for the disposal of solid waste at the Ridgecrest Landfill.

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) approve the agreement with Kern County to allow for the disposal of solid waste generated within the most southern areas of Inyo County at the Ridgecrest Sanitary Landfill; and 2) authorize Integrated Waste Management to pay an annual fee, currently in the amount of \$9,263.98, to Kern County contingent upon the Board adoption of future budgets, and 3) authorize Chairperson to sign the agreement.


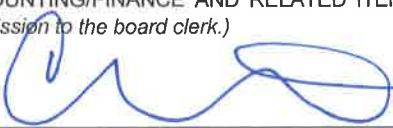
SUMMARY DISCUSSION: Since 2006, by agreement, Kern County has allowed for the disposal of residential and commercial solid waste generated in the Pearsonville and Homewood Canyon areas of Inyo County at the Ridgecrest Landfill. The annual cost is \$9,283.68 and is based upon the number of housing units in the service area. This agreement is less costly and more efficient than contracting with a waste hauler to transport waste to an Inyo County landfill. Additionally, waste haulers based in Inyo County would have a difficult time servicing the Homewood Canyon and Pearsonville areas. The former agreement expired June 30, 2017. This agreement incorporates the same terms as the 2006 agreement.

ALTERNATIVES: Without an agreement with Kern County, the Ridgecrest Landfill would not be authorized to accept waste from Inyo County. Waste Management would then have to contract with a waste hauler to provide waste hauling services for residents in Pearsonville and Homewood Canyon and haul that waste to the Lone Pine landfill. Hauling waste these extreme distances to would prove to be inefficient and costly.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor

FINANCING: This payment is budgeted in the Solid Waste Budget # 045700, Object # 5265 – Professional Services.

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: 01/16/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date: 1/17/2018
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date: _____

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



Date: 1/18/18

**AGREEMENT
FOR
USE OF RIDGECREST SANITARY LANDFILL
(Kern County - Inyo County)**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2018 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Kern County") and the COUNTY OF INYO, a political subdivision of the State of California (hereinafter "Inyo County").

W I T N E S S E T H:

WHEREAS:

(a) Kern County owns and operates a sanitary landfill in the County of Kern, State of California, commonly known as the Ridgecrest Sanitary Landfill (hereafter "Landfill"); and

(b) The Landfill is presently used and maintained by Kern County for the disposal of non-hazardous solid waste material generated by the residents of the greater Ridgecrest area of Kern County; and

(c) The Landfill is the only non-hazardous solid waste disposal site reasonably convenient to certain populated areas of Inyo County commonly known as the Homewood Canyon area and Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas to be collectively referred in this Agreement as the "Service Area"); and

(d) The Landfill is capable of accepting non-hazardous solid waste from the Service Area; and

(e) It would not be cost effective for Inyo County to establish a new facility to serve these residences; and

(f) Kern County has established (and periodically revises) land use fees for the disposal of solid waste from residential property at its landfill sites that reflect the County's actual cost; and

(g) Solid waste disposal will be charged at the Landfill at the then current gate fee rates. Kern County's applicable annual gate fee for fiscal year 2017-2018 is \$45.00 per ton, which equates to a land use fee of \$82.89 per single-family residence and \$66.30 per unit for parcels with five or more units.

(h) Inyo County had an agreement with Kern County that inadvertently expired on June 30, 2017 to accept non-hazardous solid waste from the Service Area and desires to continue to contract with Kern County to allow residents from the Service Area and an authorized hauler to dispose of the non-hazardous solid waste generated in the Service Area at the Landfill; and

(i) Inyo County is prepared to annually pay Kern County the land use fee for each residential parcel identified in the Service Area for the use of the Landfill beginning in fiscal year 2017-2018 the amount of \$9283.68.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Acceptance of Residential Solid Waste.** Kern County agrees to accept and dispose of non-hazardous solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized refuse hauler serving the Service Area.

Kern County may reject solid waste loads from the residents of the Service Area or the authorized refuse hauler serving the Service Area that fail to comply with the rules, regulations or instructions relating to the use of the Ridgecrest Sanitary Landfill, or otherwise cause a nuisance or health hazard as described in Exhibit "B" attached herein and incorporated herein by this reference.

2. **Non-Residential Solid Waste.** Non-residential solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized solid waste hauler serving the Service Area will be charged at the Landfill at the then current gate fee rates per Kern County Ordinance in the same manner as waste generated within Kern County. Commercial, industrial and all construction and demolition waste (even if generated at residential property) will be charged as non-residential solid waste. Other solid waste requiring special handling, such as tires, dead animals, etc. will be charged at Kern County's then current gate fee rates.

3. **Geographic Boundary of Service Area.** Solid waste will only be accepted from properties within the Service Area defined in Section (c) above, and noted as areas "C" and "F" on the map attached to this Agreement as Exhibit A and incorporated herein by this reference. No waste will be accepted from Inyo County, which is generated on properties more than 15 miles from the Kern County border or not in the defined Service Area.

4. **Term.** This Agreement shall be in effect July 1, 2017 through June 30, 2022 or until terminated by either party by giving sixty (60) days written notice of such intention to terminate to the other party. Notwithstanding this sixty (60) day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized solid waste hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations, or instructions relating to the use of the Landfill. A copy of the current rules relating to the use of the Landfill is attached to this Agreement as Exhibit B and incorporated herein by this reference.

5. **Payments by Inyo County.** Inyo County shall annually pay Kern County for the use of Kern County's Landfill as provided by the Agreement. The annual payment for Fiscal Year 2017-2018 shall be in the amount of \$9,283.68, which equates to the annual rates approved by Kern County Ordinance of \$82.89 per each of the 87 parcels identified by Inyo County as single-family residences located within the Service Area. Inyo County shall make one annual payment no later than sixty (60) days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate, Gate Fee or other charge for disposal of waste at the County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

6. Responsibilities. Kern County accepts responsibility for permitting and operating the Landfill in conformance with applicable laws and regulations; including, without limit, conducting required load checking and turning away without accepting for disposal any solid waste which is Non-Acceptable Solid Waste. Providing that Inyo County residents and the authorized hauler deposit only non-hazardous and non-infectious solid waste at the Landfill, Kern County accepts responsibility for taking all proper precautions with respect to the operation of the Landfill to protect the public health and safety.

a. Neither Inyo County nor Kern County shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill. Inyo County residents and the authorized hauler shall be responsible for the transportation and delivery of the solid waste originating in the Service Area and deposited at the Landfill by such resident or authorized hauler and shall comply with the laws, regulations, decisions and orders of federal, state and local authorities regarding the transportation of solid waste.

b. The individual Inyo County resident or authorized hauler shall be responsible for ensuring that the solid waste brought to the Landfill from the Service Area by such resident or hauler contains no hazardous or infectious material.

c. Inyo County will reimburse Kern County for the cost of properly disposing of Non-Acceptable Solid Waste brought by a resident of Inyo County or the authorized hauler for waste originating in the Service Area and brought for disposal at the Landfill which Non-Acceptable Solid Waste is inadvertently accepted by Kern County for disposal and, prior to being buried in the Landfill, is subsequently discovered to be Non-Acceptable Solid Waste. Kern County shall assign to Inyo County its rights to seek recovery from the Inyo County resident or authorized hauler who brought the Non-Acceptable Solid Waste for disposal.

d. Inyo County shall annually confirm the number and type of residential properties within the Service Area and notify Kern County of any changes, and provide Kern County a statement showing the number and type of said properties no later than September 30 of each fiscal year.

7. Indemnification

a. To the extent provided by law, Inyo County shall indemnify, defend and save harmless Kern County, its officers, employees, servants, volunteers, and agents from any and all claims, losses or for personal injury or property damage due to any active negligence or willful misconduct by Inyo County (but not by its residents or the authorized hauler) in connection with this Agreement.

b. To the extent provided by law, Kern County shall indemnify Inyo County, its officers, employees, servants, and agents, and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any active negligence or willful misconduct by Kern County in connection with this Agreement.

8. **Transfer and Assignment.** No rights or duties arising from this Agreement shall be transferred by either Kern County or Inyo County without the consent of the other party.

9. **Notices.** Notice to either party shall be mailed, addressed as follows:

To Inyo County: Inyo County
 Integrated Waste Management
 163 May Street
 Bishop, CA 93514

To Kern County: Kern Public Works Department
 2700 "M" Street, Suite 400
 Bakersfield, CA 93301

10. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

12. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

13. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

14. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers.

COUNTY OF KERN
"Kern County"

COUNTY OF INYO
"Inyo County"

By: _____
Chairman, Board of Supervisors

By: _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

APPROVED AND RECOMMENDED:
Kern County Public Works Department

APPROVED AS TO FORM:
Inyo County Counsel

By: _____
Craig M. Pope, Director

By: _____


APPROVED AS TO FORM
Office of County Counsel

By: _____
Phillip W. Hall, Deputy County Counsel

I:\CLERICAL\Agreements\18_Inyo County.doc

EXHIBIT "A"

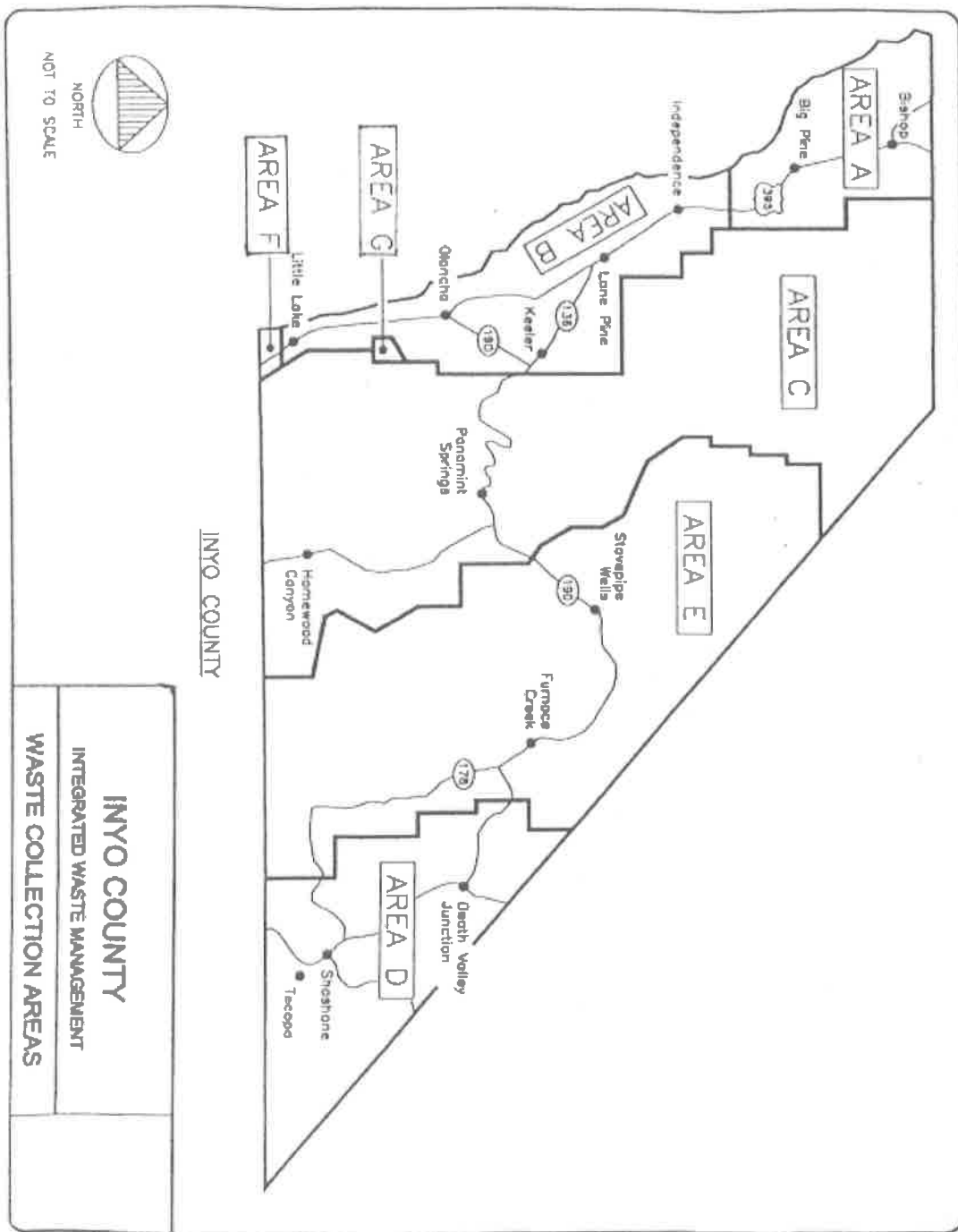


EXHIBIT "B"

Rules for the Use of the Ridgecrest Sanitary Landfill

1. Unless otherwise posted, the Ridgecrest Sanitary Landfill shall be opened to the public as follows:
 - Daily 8:00 a.m. to 4:00 p.m.
 - Extended hours of 7 a.m. to 8 a.m., Monday through Saturday, for franchise and city contractor haulers only.
 - The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day.
2. Days and hours of the Ridgecrest Sanitary Landfill are subject to change by Kern County, and Kern County has no obligation to amend this Agreement to update days and hours.
3. Only non-hazardous solid waste generated within the Service Area may be accepted for disposal.
4. Solid waste disposal must be done under the general direction of the Disposal Site Manager and in accordance with directional signs.
5. No children under the age of 12 years or pets shall be permitted within the disposal site unless within the confines of a motor vehicle.
6. All solid waste being transported for disposal must be covered or secured in a manner that prevents it from falling or blowing away from the transporting vehicle.
7. Disposal of dead animals or parts thereof requiring special handling may be accepted upon approval by Disposal Site Manager.
8. The following is PROHIBITED at all disposal sites:
 - a. Use of firearms.
 - b. Salvaging by the public.
 - c. Disposal of hot ashes or causing any material to burn.
 - d. All liquid waste.
 - e. Bulky waste or objects not readily handled by disposal site equipment in use.
 - f. Smoking.
 - g. Hazardous and designated wastes which consist of or contain toxic substances as defined in the California Code Regulations, Title 23, Chapter 3, Subchapter 15, Sections 2521 and 2522, (any substance which could significantly impair the quality of usable waters).
 - h. Any material which by nature of its character or quantity is considered hazardous or detrimental to the efficient and sanitary operation of the facility.

9. Disposal of solid waste at the Ridgecrest Sanitary Landfill shall conform to Kern County Ordinance No. G-5584 and subsequent amendments thereto and Kern County Ordinance Code Chapter 8.28.
10. Questions regarding the Rules and Regulations of the disposal site should be directed to the Kern County Public Works Department.



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

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Appointments to the EMCC

DEPARTMENTAL RECOMMENDATION: Request Board appoint or re-appoint the following individuals to the Emergency Medical Care Committee: A) Judd Symons, Michael Patterson, Lloyd Wilson, Steve Davis, Phil Ashworth, Joe Cappello, Lisa Davis, and Gina Reische, each to two-year terms ending December 31, 2019; and B) Andrew Stevens and LeRoy Kritz, each to two-year terms ending December 31, 2018.

(Notices of 11 vacancies resulted in requests for re-appointment and appointment being received from the above-named 10 individuals.)

SUMMARY DISCUSSION: The Emergency Medical Care Committee was established to review and report on ambulance service operations, the emergency medical care offered, and first-aid practices in Inyo County. It is to be comprised of 13 members. Per the adopted Inyo County committee appointment policy, HHS staff notified the Assistant Clerk of the Board in September of six terms set to expire in December, in addition to five vacant expired positions (which were advertised in February 2017 but received no interest). The incumbents were notified and the upcoming and current vacancies were advertised, and then re-advertised when no applications for appointment or re-appointment were initially received. Eleven individuals eventually submitted requests for appointment or re-appointment to the available positions. All applicants meet the conditions for membership on the EMCC. One of the applicants, Kelly Frazier for Southern Inyo Hospital, has since moved out of the area, so if all positions are filled today, there will still be one vacancy – the unexpired two-year term representing Southern Inyo Hospital that ends December 31, 2018.

Mr. Symons represents Symons Ambulance, Mr. Patterson and Ms. Davis represent Sierra Life Flight, Mr. Wilson represents the Big Pine Volunteer Fire Department, Mr. Davis represents the Olancho-Cartago Volunteer Fire Department, Mr. Ashworth represents the Independence Volunteer Fire Department, Mr. Stevens and Ms. Reische represent Northern Inyo Hospital, and Mr. Cappello and Mr. Kritz applied to serve as at-large members.

ALTERNATIVES: Not make the appointments and re-advertise the vacancies, however this is not recommended as the positions have been advertised three separate times now to attract a full committee. Some of these same positions were advertised in early 2017 with no success.

OTHER AGENCY INVOLVEMENT: N/A

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

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 1/9/18

Darcy Ellis

From: Stephanie Tanksley
Sent: Thursday, October 12, 2017 1:35 PM
To: Darcy Ellis
Subject: 2453_001.pdf
Attachments: 2453_001.pdf

Hi Darcy,

Here are the letters of interest submitted on behalf of the applicants for the EMCC recruitment.

Thank you,

Stephanie Tanksley
Assistant to the HHS Director
Inyo County Health & Human Services
163 May Street
Bishop, CA 93514
(760) 873-3305
stanksley@inyocounty.us



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County of Inyo



HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266
Or
163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: JUDD SYMCUS

ADDRESS: 214 W. LIME ST.

PHONE: 760 873 8904 E-MAIL: juddsymsus@aol

AGENCY REPRESENTATION (if any): SYMCUS AMBULANCE

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

Judd Henry OWNER LP 04/21/2007
Signature Title Date

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

County of Inyo



HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266
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JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: Michael Patterson

ADDRESS: 235 Wildrose LN Bishop, CA 93514

PHONE: 760-784-1500 E-MAIL: Michael.Patterson@reachair.com

AGENCY REPRESENTATION (if any): Sierra Life flight

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

[Signature] Regional Director of Program ops 6/5/17
Signature Title Date

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

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention



Drawer H, Independence, CA 93525
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JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: Lloyd Wilson

ADDRESS: P.O. Box 125, 490 Crocker, Big Pine

PHONE: 760-938-2146 E-MAIL: dorothy.lloyd39@hotmail.com

AGENCY REPRESENTATION (if any): Big Pine Fire

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

<u>Dorothy Lloyd Wilson</u>	<u>EMT</u>	<u>6-5-17</u>
Signature	Title	Date

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

County of Inyo



HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
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, ACTING DIRECTOR
mmann@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

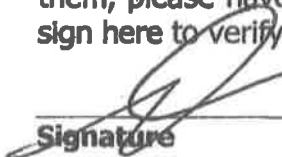
NAME: Steve Davis

ADDRESS: P O Box 64, Olancho, CA 93549

PHONE: 760-793-0111 E-MAIL: olanchemedic@aol.com

AGENCY REPRESENTATION (if any): Olancho Cartay FP

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


Signature

Fire Chief
Title

09/20/2017
Date

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

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

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

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266

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

MARILYN MANN, DIRECTOR
mmann@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION

New Members or Reappointed Requests

NAME: Philip T. Ashworth

ADDRESS: 112 Rosedale Drive, Independence, CA 93526

PHONE: (760) 937-2004 E-MAIL: phil@inyo.usamedia.tv

AGENCY REPRESENTATION (if any): Independence Fire Department

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

Phil Ashworth Rescue Capt. 11-24-17
Signature Title Date

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

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention



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Telephone (760) 878-0247 FAX: (760) 878-0266

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JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION

New Members or Reappointed Requests

NAME: Lisa Davis

ADDRESS: 2752 Glenbrook Bishop
CA 93514

PHONE: 760-920-8581 E-MAIL: Lisa.Davis@Reachair.com

AGENCY REPRESENTATION (if any): Serra Lifelight/REACH

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

Lisa Davis Chief Firefight Nurse 6/15/17
Signature Title Date

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



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266

Or
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Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: Gina Riesche

ADDRESS: 150 Pioneer Lane Bishop CA 93514

PHONE: (760) 873-2620 E-MAIL: gina.riesche@nih.org

AGENCY REPRESENTATION (if any): NIH

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

[Signature] CFO JUN 13 2017
Signature Title Date

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



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266

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

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION

New Members or Reappointed Requests

NAME: Andrew Stevens

ADDRESS: 2382 Sunset Drive

PHONE: 760 258-7294 E-MAIL: andrew.stevens@nih.org

AGENCY REPRESENTATION (if any): Northern Inyo Hospital
Paramedic Liaison Nurse

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

[Signature] [Signature] JUN 13 2017
Signature Title Date

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

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention



Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266

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

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: Joe Cappello

ADDRESS: P.O. Box 191 Independence CA 93526

PHONE: 760-920-1108 E-MAIL: LVFDJOE@GMAIL.COM

AGENCY REPRESENTATION (if any): Independence Vol. Fire Dept.

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

Signature _____ Title _____ Date _____

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

To be informed on issues locally and have an input.

County of Inyo



HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266

Or
163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6503

MARILYN MANN, ACTING DIRECTOR
mmann@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: LE ROY KRITZ

ADDRESS: BOX 784 LONE PINE, CA 93545

PHONE 760-614-0120

E-MAIL: LChief2401@Yahoo.com

AGENCY REPRESENTATION (if any) LONE PINE UNIFIED SCHOOLS EMT PROGRAM

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


Signature

PROGRAM DIRECTOR
Title

08-01-17
Date

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

HAVE BEEN A MEMBER FOR LONE PINE FIRE

20080829 17:45:01 20080829

County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention



Drawer H, Independence, CA 93525
Telephone (760) 878-0247 FAX: (760) 878-0266
Or
163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505

JEAN TURNER, M.A., DIRECTOR
jturner@inyocounty.us

**INYO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**

MEMBERSHIP APPLICATION
New Members or Reappointed Requests

NAME: KELLY FRAZIER

ADDRESS: 211 TERRACE DR. Big Pine
WK 760) 876-2209

PHONE: 760) 920-3717 E-MAIL: KFrazier@sind.org
cell

AGENCY REPRESENTATION (if any): Southern Inyo Hospital
Director of Nurses

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

[Signature] RN, MSN, DON 5 June 2017
Signature Title Date

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

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:

SEPTEMBER 23

in the year 2017

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

Dated at Bishop, California, on this
30TH DAY OF SEPTEMBER 2017


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2017 OCT -6 PM 1:25

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Proof of Publication of Public Notice

NOTICE OF VACANCY Emergency Medical Care Committee

NOTICE IS HEREBY GIVEN that
the Inyo County Board of Supervi-
sors is accepting applications to fill
10 vacancies on the Emergency
Medical Care Committee to com-
plete six (6) two-year terms ending
December 31, 2019; four (4) unex-
pired two-year terms ending Dec.
31, 2018; and one (1) unexpired
term ending December 31, 2017.
The Committee is comprised of
pre-hospital medical care provid-
ers and members-at-large who are
interested in how emergency
medical services are provided in
our communities and are willing to
help improve the training, support
and quality of those services.

If you are interested in serving on
the Emergency Medical Care
Committee please submit your re-
quest for appointment on or before
5:00 p.m., October 6, 2017, to the
Board of Supervisors at P.O. Box
N, Independence, CA 93526.

For more information about the
categories under which you may
be eligible to apply, call (760)
873-3305.
(IR 9/23/17, #13018)

Committee application deadlines extended

Seats open on Eastern Sierra Area Agency on Aging Advisory Council, Emergency Medical Care Committee

Register Staff

The Inyo County Board of Supervisors has extended the deadline to apply for several vacancies on two local committees.

Residents eligible to and interested in applying for available positions on the on the Eastern Sierra Area Agency on Aging Advisory Council or Emergency Medical Care Committee have until 5 p.m. Friday, Oct. 27, to submit requests for appointment to the Inyo County Board of Supervisors at P.O. Box N, Independence, CA 93526, or to dellis@inyo-county.us.

The board is accepting applications to fill four vacancies on the Eastern Sierra Area Agency on Aging Advisory Council, to complete two-year terms ending Dec. 11, 2019. The advisory council is comprised of nine total members from across the two-county region of Inyo and Mono counties. At least 50 percent of the appointed members shall be 60 or older, 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 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 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.

The board is also accepting applications to fill 10 vacancies on the Emergency Medical Care Committee to complete six two-year terms ending Dec. 31, 2019; four unexpired two-year terms ending Dec. 31, 2018; and one unexpired term ending Dec. 31. The committee is comprised of pre-hospital medical care providers and members-at-large who are interested in how emergency medical services are provided in the area's communities and are willing to help improve the training, support and quality of those services.

For more information on either committee, call (760) 873-3305.



US LITTLE FOLKS TRY HARDER!
Prices good October 1 - 31, 2017

3100 Wshop • 760-873-4296
day - 6 am - 8 pm
lay - 6 am - 9 pm

ORGANIC SPECIALS

	Organic Non Gmo Fair Trade Alter Eco Chocolate Bars 2.5-2.8 oz \$2.99 ea.
	Clean Non Gmo "Garden of Eatin" Cantina or Tortilla Chips All Varieties 8.1 oz \$2.69
	Organic Non Gmo Annies Macaroni and Cheese All Varieties 6 oz \$2.99
	Organic Non Gmo Imagine Foods Natural Garden Vegetable Soups 32 oz \$3.29
	Clean Non Gmo Tasty Bite Indian Entres All Varieties 10 oz \$2.59 ea.

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
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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:

NOVEMBER 23

in the year 2017

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

Dated at Bishop, California, on this
30TH DAY OF NOVEMBER 2017



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2017 DEC 13 AM 9:26

INYO COUNTY
ADMINISTRATOR

~~CLERK OF THE BOARD~~

**Proof of Publication of
Public Notice**

NOTICE OF VACANCY Emergency Medical Care Committee

NOTICE IS HEREBY GIVEN that
the Inyo County Board of Supervi-
sors is accepting applications to fill
one (1) vacancy on the Emer-
gency Medical Care Committee to
complete a two-year term ending
December 31, 2019. The Commit-
tee is comprised of pre-hospital
medical care providers and mem-
bers-at-large who are interested in
how emergency medical services
are provided in our communities
and are willing to help improve the
training, support and quality of
those services.

If you are interested in serving on
the Emergency Medical Care
Committee please submit your re-
quest for appointment on or before
5:00 p.m., December 4, 2017, to
the Board of Supervisors at P.O.
Box N, Independence, CA 93526.

For more information about the
categories under which you may
be eligible to apply, call (760)
873-3305.
(IR 11/23/17, #13101)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

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

FROM: Probation Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: University of Cincinnati EPICS Training for Probation - Contract

DEPARTMENTAL RECOMMENDATION: Request Board:

- 1) declare University of Cincinnati Research Institute (UCRI) as a sole source contractor;
- 2) approve the contract between the County of Inyo and University of Cincinnati Research Institute (UCRI) for the provision of training on Effective Practices for Correctional Supervision (EPICS) to the Probation Officers and Rehabilitation Specialists in an amount not to exceed \$14,500 for the period of April 1, 2018 through December 31, 2018;
- 3) contingent upon the approval of future budgets; and,
- 4) authorize Chief Probation Officer Jeff Thomson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: With the implementation of AB109 and evidence based practices, the Probation Department has gone through many procedural changes and will continue to fine tune the needs of the Department and those skills of the Probation Officers and Rehabilitation Specialists as the Department moves forward. EPICS is a model used to teach probation and parole officers how to apply principles of effective intervention to community supervision practices. Practicing EPICS within the Probation Department assists a Probation Officers and Rehabilitation Specialists in developing and implementing a case management plan targeting the criminogenic needs of higher risk offenders. Deputy Probation Officers and Rehabilitation Specialists started their EPICS training in 2011, have attended refresher courses over the past years, and have practiced EPICS skills during the course of their job responsibilities. We have had turn-over of Employees and a three (3) day refresher course is needed. Principles of effective intervention include core correctional practices such as relationship skills, cognitive restructuring, structured skill building, problem solving, reinforcement and use of authority. The result of using the EPICS model, along with other programming and services, in other jurisdictions, has shown that probation and parole officers are successfully addressing criminogenic needs and changing offenders in a positive way.

The University of Cincinnati Research Institute (UCRI) through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI), will provide one (1), three (3) day EPICS training of trainers for up to fifteen (15) Probation Officers and Rehabilitation Specialists, followed by five (5) months of coaching. UCCI developed the EPICS model and is the expert in training probation and parole officers on this model. Probation Officers and Rehabilitation Specialists will receive Standards and Training for Corrections (STC) hours as required by the State for attending this training.


Attached is the contract between the Inyo County Probation Department and UCRI for the Boards review and approval.

ALTERNATIVES: The Board could deny entering into a contract with University of Cincinnati; however, this would prevent the Probation Officers and Rehabilitation Specialists from receiving some very good training that has proven to provide successful outcomes with offenders.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: YOBG Grant monies in the amount of \$10,000 budgeted in Juvenile Institutions 023100, Professional Services Object Code 5265 and AB109 monies in the amount of \$4,500 budgeted in Probation – General 023000 Professional Services Object Code 5265 will be used.

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 12/26/2017
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 1/3/18
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 1/14/18
(Not to be signed until all approvals are received)

Attachments: UCRI Services Agreement
Sole Source Justification Form

**UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) made and effective as of the date indicated by the period of performance (“Effective Date”) between the University of Cincinnati Research Institute, a tax exempt, non-profit 501(c)(3) Ohio corporation, (“UCRI”) having an office at 260 Stetson Street, Suite 5300, Cincinnati, OH 45219 and Inyo County Probation Department (“Sponsor”) having its principal office at 918 N. Main Street, Bishop, CA 93514.

WHEREAS, Sponsor wishes UCRI to perform training or other services as set forth in Exhibit A (“Work”);

WHEREAS, the Affiliation Agreement between UCRI and the University of Cincinnati (“Authorized Contractor”), approved by the University of Cincinnati Board of Trustees May 22, 2012, provides that the Authorized Contractor: shall perform all or part of the Work as a subcontractor to UCRI; shall comply with all UCRI’s obligations to Sponsor as set forth in this Agreement; and has authorized UCRI to represent and warrant its agreement to such performance and compliance; and

WHEREAS, the Work is of mutual interest and benefit to both UCRI and Sponsor.

NOW, THEREFORE, UCRI and Sponsor (individually referred to as a “Party” and collectively referred to as the “Parties”) agree to the following:

1. **STATEMENT OF WORK.** UCRI agrees to use its reasonable efforts to provide the Work described in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE.** The Work shall be conducted during the period beginning on April 1, 2018 (“Effective Date”) and ending on December 31, 2018 (“Termination Date”) and will be subject to renewal only by mutual agreement of the Parties.
3. **REIMBURSEMENT.** In consideration of the foregoing, Sponsor agrees to support the Work set forth in Exhibit A, consistent with UCRI’s policy for the conduct of this Work, by paying the fixed price amount identified in Exhibit A.
4. **PAYMENT.** Payments shall be made to “University of Cincinnati Research Institute” by Sponsor in U.S. dollars, due and payable within thirty (30) days after Sponsor’s receipt of UCRI’s invoice for such Work.

Invoices should be sent to:

Inyo County Probation Department

918 N. Main Street

Bishop, CA 93514

Attn: Jeffrey L. Thomson / jthomson@inyocounty.us

All payments shall be mailed to: University of Cincinnati Research Institute
260 Stetson Street, Suite 5300
PO Box 19614
Cincinnati, OH 45219
Attn: ucriacct@uc.edu

UCRI may elect to accept requests to modify the approved and final training dates sixty (60) days or less prior to the scheduled program, however certain expenses, including but not limited to airline change flight fees, accommodation cancelation or modification expenses and other non-cancellable fees may be incurred by Sponsor and are considered pass-through expenses not included in the project budget, and shall be separately delineated on each invoice

5. **EARLY TERMINATION.**

5.1. Should UCRI breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UCRI of its intention to do so, and termination shall become effective sixty (60) days thereafter if UCRI is unable to cure the breach or rectify the problem.

5.2. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UCRI shall be cause for UCRI to terminate this Agreement. UCRI shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.

5.3. Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Work prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A. Upon termination for any reason, each Party shall immediately return all confidential information to the other Party.

6. **OWNERSHIP OF MATERIALS.** UCRI retains all sole ownership rights to any and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or materials invented and/or developed by UCRI during the performance of UCRI's duties under this Agreement.

7. **WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, transferred, sold or otherwise disposed of under any license or other provision of this Agreement that is or may be granted: (I) is or will be free from infringement of patents, copyrights and trademarks of third parties; (ii) creates an obligation to bring or prosecute actions or suits against third parties for infringement; or (iii) confers rights to use in advertising, publicity or otherwise any trademark or the name of UCRI or Sponsor. Except as expressly set forth in this Agreement, UCRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE INVENTIONS AND/OR MATERIALS UNDER THIS AGREEMENT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS. Except as expressly set forth in this Agreement, Sponsor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY SAMPLE, MATERIAL OR PRODUCT SUPPLIED BY OR ON BEHALF OF Sponsor TO UCRI or its Authorized Contractor.

8. **INDEMNIFICATION.** Each Party, upon receipt of prompt notice and opportunity to defend, shall indemnify and hold the other Party harmless, and hereby forever releases and discharges the other Party from and against all claims, demands, liabilities, damages, and expenses (including attorney's fees) arising out of negligence of the indemnifying Party or its affiliates in connection with the work performed during the Service.
9. **CONFIDENTIALITY.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving Party shall not disclose, use, or reproduce, or authorize any third Party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing Party; provided, however, that the receiving Party may disclose such confidential information to its employees and representatives of the receiving Party as may be required to perform its obligations under this Agreement and, provided further, that the receiving Party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (I) information that is publicly known or becomes publicly known through no fault of the receiving Party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either Party before entering into this Agreement and thereafter
10. **PROHIBITIONS.** UCRI shall only conduct research involving faculty, students, researchers, or other staff of its Authorized Contractor, if the research is industry-sponsored. UCRI shall not conduct clinical trials or research sponsored by the federal government, such as the National Institutes of Health, unless prior written approval is granted by its Authorized Contractor.
11. **EXPORT CONTROL.** It is understood that UCRI is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UCRI agrees to

cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UCRI cannot guarantee that such licenses will be granted.

12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the Parties as follows:

SPONSOR		UCRI	
Attention:	Jeffrey L. Thomson	Attention:	David J. Adams
Address:	Inyo County Probation Department	Address:	University of Cincinnati Research Institute
	918 N. Main Street		260 Stetson Street, Suite 5300
	Bishop, CA 93514		PO Box 19614
			Cincinnati, OH 45219
Phone:	760-872-4111	Phone:	513-556-5511
Fax:	760-872-0931	Fax:	513-556-4820
Email:	jthomson@inyocounty.us	Email:	davidj.adams@uc.edu

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, UCRI may freely assign this Agreement to Authorized Contractor.
14. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Ohio and the United States of America, without regard to any conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction. Any action brought to enforce this Agreement shall be brought in Ohio. In the event of any conflict between the Agreement and the Exhibit A, the Exhibit A will control related to project design and execution, and the Agreement will control in all other matters, except if this Exhibit A specifically refers to the section of the Agreement which is to be changed.

15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the Parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two
16. **FORCE MAJEURE.** UCRI shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UCRI.
17. **INDEPENDENT CONTRACTOR STATUS.** This Agreement does not constitute a hiring by either Party. It is the Parties' intention that UCRI shall provide the services described herein as an independent contractor. This Agreement shall neither create an employee-employer relationship between the Parties nor shall it be considered or construed to be a partnership or joint venture. Neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing. Neither Party may act as an agent of the other Party, ostensibly or otherwise, or bind the other Party in any manner, unless specifically authorized to do so in writing.
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UCRI and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in this Agreement and a Purchase Order issued by Sponsor for Services contemplated hereunder, the terms set forth in this Agreement will govern, control and take precedence. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.
19. **USE OF NAMES.** Neither Party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If a Party seeks permission to use trademarks of the other Party, the other Party agrees to notify its appropriate licensing Contact and will not unreasonably withhold its consent.
20. **SEVERABILITY.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

-- SIGNATURES FOUND ON NEXT PAGE --

By signature below of duplicate originals, Sponsor and UCRI hereby agree to this Agreement as of the Effective Date.

SPONSOR

**UNIVERSITY OF CINCINNATI
RESEARCH INSTITUTE**

Signed: _____

Signed: _____

By: Jeffrey L. Thomson

By: David J. Adams

Title: Chief Probation Officer

Title: Chief Executive Officer

Date: _____

Date: _____

Exhibit A

STATEMENT OF WORK

The University of Cincinnati Research Institute (UCRI) through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI), will provide one, 3-day EPICS training for up to 15 staff, followed by 5 months of coaching. The cost of said training is a fixed price amount of \$14,500. Cost are fixed prices, inclusive of salaries and benefits, travel accommodations and expenses, training material production and shipment, and administrative costs.

PAYMENT SCHEDULE

50% (\$7,250) of the fixed price amount will be invoiced and due upon execution of the contract, 25% (\$3,625) will be invoiced and due upon completion of the 3-day onsite training, and the remaining 25% (\$3,625) will be invoiced and due upon completion of the final coaching session.

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p>The University of Cincinnati is the developer of the EPICS model and is the premier training agency in the United States.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Jeffrey L. Thomson , Chief Probation Officer</p>	
<p>DEPARTMENT NAME Probation</p>	<p>PHONE 760-872-4111</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME University of Cincinnati Research Institute</p>	<p>SUPPLIER CONTACT PERSON Jennifer Scott, Program Director</p>
<p>SUPPLIER ADDRESS P.O. Box 210389 Cincinnati, OH 45221</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 513-556-7765</p>

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



Signature of Requestor

12/14/17

Date

President/CEO Approval

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Public Works Department
 FOR THE BOARD MEETING OF: February 6, 2018
 SUBJECT: Resolution and Notice of Completion for the County Buildings Roofing Project

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve the resolution accepting the improvements for the County Buildings Roofing Project; and,
2. Authorize the recording of a Notice of Completion for the County Buildings Roofing Project (Project).

CAO RECOMMENDATION:


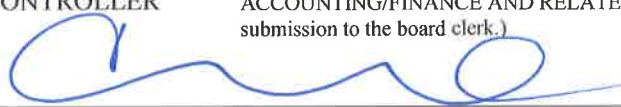
SUMMARY DISCUSSION: This Project was included in the 16/17 Deferred Maintenance List, and was carried over into the 17/18 budget. On September 19th, 2017 the County awarded the job to Brazos Urethane, Inc. of Fresno, CA for a price of \$49,057.00. The Project included the application of a Spray Polyurethane Roof system on two County buildings, Progress House in Bishop and Statham Hall in Lone Pine.

On December 28, 2017 the final inspection was performed and the installation was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. This is not recommended, because the work was satisfactorily completed.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution.

FINANCING: The cost of the roof sealing was funded through budget unit 011501 Deferred Maintenance Budget, object code 5191.

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>1/5/18</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>1/8/18</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 1/9/17

RESOLUTION #2018 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
COUNTY BUILDINGS ROOFING PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the County Buildings Roofing Project has been completed by Brazos Urethane, Inc. in accordance with the project specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the County Buildings Roofing Project.

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the County Buildings Roofing Project on the property hereinafter described was completed on December 28, 2017 and was accepted by the Inyo County Board of Supervisors on _____.
2. The properties on which the County Buildings Roofing Project has been completed are located at 135 S. Jackson St, Lone Pine, CA and 536 N 2nd St, Bishop, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains Statham Hall and Progress House.
4. The undersigned Clint Quilter is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted November 10, 2015, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the County Buildings Roofing Project pursuant to the construction contract with the owner is Brazos Urethane, Inc. of Fresno, California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the purchase order.

COUNTY OF INYO

Dated: _____

By: _____
Clint Quilter, Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Award the bid and approve the Contract with Manor True Value Hardware

DEPARTMENTAL RECOMMENDATIONS:

- 1) Request that your Board award the bid and approve a contract with Manor True Value Hardware for the Public Works Department to purchase janitorial supplies in an amount not to exceed \$75,000 for the period of January 20, 2018 through January 19, 2021, subject to funding availability and adoption of future budgets;
- 2) Authorize the Chairperson to sign the contract, contingent on obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Public Works solicited Requests for Bids and received two bid proposals for review. Unfortunately one vendor only offered pricing for trash bags and was consequently deemed unresponsive which left Manor True Value Hardware as the sole responsive bidder.

Manor True Value Hardware provided an estimate of \$33,298.41 per year that does not include sales tax, nor does it include any possible departmental needs beyond the list of supplies quoted in the bid package. The Public Works staff analyzed the janitorial supplies purchases for the last three year contract period and noted that the bid package supply quantity exceeds our historical supply demands. Therefore, staff respectfully requests your Board to approve the contract for an amount not-to-exceed \$75,000 which is lower than the quoted yearly estimate.

ALTERNATIVES:

The Board could choose not to approve this request, however, that is not recommended as Manor True Value was the sole responsive bidder and procurement of janitorial supplies to maintain sanitation and janitorial supply needs is imperative to our County operated facilities.


OTHER AGENCY INVOLVEMENT:

Auditors Office
County Counsel

FINANCING:

Funding for these supplies is budgeted in Building and Maintenance (011100) General Operating (5311).

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 1/5/18

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 1/9/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
 Approved: ✓ Date 1/10/18

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

AGREEMENT BETWEEN COUNTY OF INYO
AND Manor True Value Hardware
FOR THE PROVISION OF GOODS

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the purchase of janitorial supplies services of Manor True Value Hardware of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 1/20/2018 to 1/19/2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for goods provided under this Agreement shall not exceed Seventy Five Thousand Dollars & 00/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. COUNTY PROPERTY.

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

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

7. WORKERS' COMPENSATION.

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

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

14. ASSIGNMENT.

This is an agreement for the provision of goods by Contractor. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons its obligations under this Contract or fails to provide the requested goods in accordance with this contract, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for goods provided to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

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

Contractor:	
Manor True Value Hardware	Name
3100-B West Line Street	Address
Bishop, CA 93514	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Manor True Value Hardware
FOR THE PROVISION OF GOODS


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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature


STEPHEN B. CHRISTENSEN
Print or Type Name

Dated: 1-4-18

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AND Manor True Value Hardware **AGREEMENT BETWEEN COUNTY OF INYO**
FOR THE PROVISION OF GOODS

TERM:

FROM: 01/20/2018 **TO:** 01/19/2021

GOODS TO BE PROVIDED:

Bidder shall furnish to the County of Inyo, the materials, equipment, labor and/or related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of the Agreement.

1. Upon placement of any order, and unless otherwise agreed to by County, Bidder shall warrant that all goods, as further described in Schedule B below, shall be delivered to the County's FOB Destination no later than one hour prior to the close of business following the regular business day on which the goods are ordered.

2. Bidder recognizes and hereby accepts that the quantities noted in Schedule B are only intended to be illustrative of historic annual amounts used by the Building and Maintenance Division of Public Works and are not guaranteed by County.

3. When specified, Bidder shall quote the brand name called out in the description. If Bidder cannot supply the specified brand, Bidder shall note it's alternate in the last column of the Schedule B. The County reserves the exclusive right to determine its equivalence to the specified brand listed.

4. In order to ensure an equitable evaluation of competing bids, Bidder shall declare case lot quantities when the Unit of Measure (UOM) listed on Schedule B specifies Case (CS). Case lot quantities shall be recorded in the last column of Schedule B. Failure to provide this information may cause the bid to be declared unresponsive.

5. The County may, from time-to-time, need to purchase janitorial supplies that are not listed in Schedule B. If such an occasion should arise, Bidder would offer a discount of 10% off of list price to County.

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Manor True Value Hardware
FOR THE PROVISION OF GOODS

TERM:

01/20/2018

01/19/2021

FROM: _____

TO: _____

SCHEDULE OF FEES:

Attached

ATTACHMENT B

SCHEDULE OF FEES

DESCRIPTION	EST QTY	UOM	COST	EXTENDED COST	Record Case Lot amounts here, substitution for brand name and/or any comments
Single Ply Toilet Paper	70	CS	69.60	4872.00	60 per
Single Fold Paper Towel	200	CS	38.99	7798.00	16 per
Multifold Paper Towel	50	CS	56.99	2849.50	16 per
Large Trash Liners	100	CS] SEE BELOW		
Small Trash Liners	30	CS			
Lemon Disinfectant Lq Sol	50	GAL	14.99	749.50	4 per (makes 12 gal)
Windex Plo	25	GAL	9.79	244.25	4 per
Clorox Bleach 121 oz.	12	GAL	4.99	59.88	3 per
Comet Cleanser-24 ct	4	CS	30.96	123.84	24 per
Nitrile Gloves-Large	2	CS	109.90	219.80	10 boxes per
Nitrile Gloves-XL	2	CS	109.90	219.80	10 boxes per
Stainless Steel Cleaner	2	CS	29.34	58.68	6 per
Pledge LEMON 9.7oz	2	CS	58.68	117.36	12 per
Lysol Disinfectant 12.5oz	2	CS	69.48	138.96	12 per
Toilet Seat Covers	15	CS	59.80	897.00	20 per
Borax 65oz.	12	CS	37.74	452.88	6 per
Urinal Screens	120	EA	1.59	190.80	12 per
Pink Lotion Hand Soap (90)0	40	GAL	9.59	383.60	4 per
Lotion Soap Dispenser Refill	10	CS	94.44	944.40	6 per
#20 Cotton Mops	3	CS	59.88	179.64	12 per
#20 Finish Mops	1	CS	71.94	71.94	6 per
24" Dust Mops	3	EA	10.99	32.97	
36" Dust Mops	12	EA	12.99	155.88	
32 oz Spray Bottle	24	EA	2.59	62.16	
Turks Head Bowl Brush	25	EA	4.59	114.75	
Pumice Stone	1	CS	33.48	33.48	12 per
Scotch Brite Pads	1	CS	19.80	19.80	20 per
Liquid Stop Odor ZEP	2	CS	47.96	95.92	4 per
Carpet Extractor De-foamer ZEP	12	GAL	23.96/gal	359.40	12 QUARTS PER CASE
Carpet Extractor Cleaner ZEP	24	GAL	8.99	215.76	GALLONS N/A
Carpet Spotter ZEP	6	GAL	10.99	65.94	4 per
Under Coat Sealer ZEP	24	GAL	17.89	431.76	4 per
Finish Stripper ZEP	20	GAL	10.99	219.80	4 per
Floor Finish ZEP	40	GAL	18.99	759.60	4 per
Terry Towels 12PK.	1	CS	79.90	79.90	10 per
Liquid Drano 128 oz.	1	CS	52.56	52.56	4 per
Finish Buffing Pads	1	CS	49.95	49.95	5 per
Stripping Pads	2	CS	52.95	105.90	5 per

Total Annual Estimated Cost (excluding sales tax): 33,298.41

1000 CT	40x46 BLACK LINER	100 Cases	32.99	3299.00
100 CT	60 GAL GRAY LINER	100 Cases	36.99	3699.00
1000 CT	Kegal Micro LINER	50 Cases	36.99	1849.50
500 CT	8-10 gal. LINER	50 cases	20.425	1021.25

ATTACHMENT C

AND Manor True Value Hardware **AGREEMENT BETWEEN COUNTY OF INYO**
FOR THE PROVISION OF GOODS

TERM:

01/20/2018

01/19/2021

FROM: _____

TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4

Insurance Requirements for Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

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

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

19

FROM: Public Works

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Shoshone Airport-Runway 15-33 Crack Repairs, Slurry Seal, Markings Project

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) approve the plans and specifications for the Shoshone Airport-Runway 15-33 Crack Repairs, Slurry Seal, Markings Project; 2) authorize the Public Works Director to advertise and bid the project

CAO RECOMMENDATION: None

SUMMARY DISCUSSION:

On February 14, 2017 your Board approved submitting an application for an Acquisition and Development Grant from Caltrans, California Division of Aeronautics (CDA). The grant was for design and construction of the Shoshone Airport – Runway 15-33 Crack Repair, Slurry Seal, Marking Project. Your Board also, on the same date, authorized accepting the funds and authorized the Public Works Director to execute the CDA Acquisition and Development Grant.

The grant was awarded and accepted. Public Works has subsequently designed the project including plans and specifications for crack repair, slurry sealing and re-painting the pavement markings on Runway 15-33 including the taxiway, apron and turn-around.

The plans have been submitted to and approved by the CDA.

Upon your Board's approval Public Works is prepared to advertise and bid the work as proposed. The CDA grant requires that the project's construction contract be awarded within 12 months from the date of allocation, May 18, 2017.

ALTERNATIVES:




Not approve the plans, specifications, and advertisement of the project. This is not recommended, as the runway is in poor condition. Delay in advertising and bidding could result in loss of CDA grant funding.

OTHER AGENCY INVOLVEMENT:

County Counsel Review the ARF and Bid Package
Auditor to pay the invoices

FINANCING: The CDA Grant will fund up to 90% (\$180,000) of the estimated total cost of the project, which is \$200,000. The County of Inyo will responsible for the 10% match of \$20,000. The project is budgeted in 150800 – Shoshone Airport – Special.

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 1/5/18</u> Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/9/18</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: _____ Date _____

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



Date: 1/9/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

20

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION:

- A. Declare Sun Ridge Systems Inc. as sole source, and
- B. Approve the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of \$22,588.00 from July 1, 2017 through June 30, 2018

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Each year, we pay an annual fee for support services. Sun Ridge, Inc. failed to provide this department with a quote for the annual maintenance costs for July 1, 2017-June 30, 2018. We received an invoice via email, January 5, 2018 requesting payment for maintenance including the cost for JALAN. As of May 2017, the County no longer uses JALAN to access court records. Sun Ridge, Inc. has not provided a quote or revised invoice removing the JALAN maintenance fee in the amount of \$1804.00 and is seeking payment in the amount of \$24,392.00 which this department does not recommend.

ALTERNATIVES:


Not approve this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended, Sun Ridge is a sole source provider for our current RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

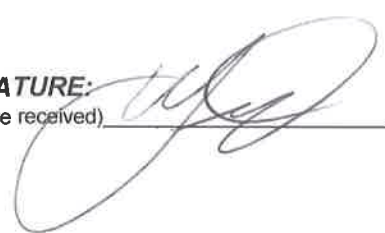
Purchasing
Auditor's office

FINANCING:

Funding is included in the requested FY 2017-2018 CAD RIMS budget 022950, Object Code 5265 Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>ys</u> Date <u>1/16/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: _____

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.


- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

RIMS Annual support for our record management system for the period 7/1/17 – 6/30/2018, for \$22,588.00 (\$1,804 is for JALAN, which was the courts interface component that the county stopped supporting in May of 2017). We are requesting to pay the invoice less the JALAN portion. We did not receive a quote when requested in May 2017 to include in our current budget and have not used JALAN since that time.

DEPARTMENT CONTACT PERSON & TITLE Riannah Reade, Administrative Assistant	
DEPARTMENT NAME Sheriff	PHONE Ext. 0326
REQUESTED SUPPLIER/CONSULTANT NAME Sun Ridge Systems, Inc. (PEID T021067)	SUPPLIER CONTACT PERSON Carol Jackson/Juleann Hunt-Osborn
SUPPLIER ADDRESS P.O. Box 5071 El Dorado Hills, CA 95762	SUPPLIER CONTACT'S PHONE NUMBER 530.676.7128 or 509.238.3087

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



Signature of Requestor



Date

President/CEO Approval

Date



Sun Ridge Systems, Inc.
www.SunRidgeSystems.com

T021067
REQ

PO Box 5071
El Dorado Hills, CA 95762
530-676-7128

Invoice

Date	Invoice #
8/11/2017	4906

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - CAD	4,688.00	4,688.00
	Warranty and Sup...	RIMS Annual Support Services - RMS	4,688.00	4,688.00
	Warranty and Sup...	RIMS Annual Support Services - E911	938.00	938.00
	Warranty and Sup...	RIMS Annual Support Services - Mugshot and Digital Imaging	938.00	938.00
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,688.00	4,688.00
	Warranty and Sup...	RIMS Annual Support Services - Mapping	2,046.00	2,046.00
	Warranty and Sup...	RIMS Annual Support Services - Prop Room	597.00	597.00
	Warranty and Sup...	RIMS Annual Support Services - Identix	512.00	512.00
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	852.00	852.00
	Warranty and Sup...	RIMS Annual Support Services - CLETS	1,364.00	1,364.00
	Warranty and Sup...	RIMS Annual Support Services - TIMS	477.00	477.00
	Warranty and Sup...	RIMS Annual Support Services - JALAN	1,804.00	1,804.00
	Warranty and Sup...	RIMS Annual Support Services - Citizen RIMS	750.00	750.00
	Warranty and Sup...	RIMS Annual Support Services - KARPAL Interface (pro rated)	50.00	50.00
		Support Dates: July 1, 2017 - June 30, 2018		
		Sales Tax	7.75%	0.00

Please remit to the above address For Questions please e-mail cubs@sunridgesystems.com	Total	\$24,392.00
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JALAN no longer in use
as of 5/3/17
22,588.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Board of Supervisors – Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Fill District 4 Vacancy on the Inyo County Planning Commission

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Scott Stoner to the District 4 vacancy on the Inyo County Planning Commission, to serve an unexpired four-year term ending January 4, 2021.

SUMMARY DISCUSSION:

Longtime District 4 Planning Commissioner Ross Corner informed the Planning Department in early December that he would be resigning at the end of the month. The Planning Department instructed the Assistant Clerk of the Board to advertise a Notice of Vacancy for the term, which expires January 4, 2021. To increase the chances of attracting applicants, the application period was set for 30 days, from December 9, 2017 to January 8, 2018. Staff received one response, from Mr. Scott Stoner, during the application period.

ALTERNATIVES: Not appoint Mr. Stoner and re-advertise the vacancy, but this is not recommended. The next Planning Commission meeting is February 28, and re-advertising would not allow for appointment of a District 4 representative before then.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Mark Tillemans

Date: 01-19-18

Darcy Ellis

From: Darcy Ellis
Sent: Thursday, December 14, 2017 4:35 PM
To: 'Scott Stoner'
Subject: RE: Planning Commission

Okay, let me know if you have any questions

From: Scott Stoner [<mailto:Scott.Stoner@nih.org>]
Sent: Thursday, December 14, 2017 4:21 PM
To: Darcy Ellis
Subject: Planning Commission

Hi Darcy,

I would inform you that I have intent to fill the vacancy on the Planning Commission for District 4. I will follow up with more detail in the next day or so.

Scott Stoner

Northern Inyo Hospital
Manager of Clinical Engineering
T: (760) 873-2181 | C: (760) 920-2514 | F: (760) 873-2818
Scott.Stoner@nih.org
Improving our communities, one life at a time.
One Team. One Goal. Your Health!

CONFIDENTIALITY NOTICE: This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to Compliance@NIH.org and destroy this message

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:

DECEMBER 9

in the year 2017

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

Dated at Bishop, California, on this
13TH DAY OF NOVEMBER 2017



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2017 DEC 20 AM 8:08

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Proof of Publication of Public Notice

NOTICE OF VACANCY INYO COUNTY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that
the Inyo County Board of Supervi-
sors is accepting applications to fill
a vacancy from District 4 on the
Inyo County Planning Commis-
sion: one unexpired four-year term
ending January 4, 2021.

If you live in District 4 and are in-
terested in serving on the Inyo
County Planning Commission,
please submit your request for ap-
pointment to the Clerk of the
Board of the Board of Supervisors
at P.O. Drawer N, Independence,
C A 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. Monday, Janu-
ary 8, 2018.
(IR 12/9/17, #13119)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Board of Supervisors – Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Fill Independence Cemetery District Board of Trustees Vacancy

DEPARTMENTAL RECOMMENDATION:

Request Board re-appoint Rick Cromer to a four-year term on the Independence Cemetery District Board of Trustees, ending January 31, 2022.

SUMMARY DISCUSSION:

Per County policy, Rick Cromer was notified his current term on the Independence Cemetery District Board of Trustees would be expiring January 31, 2018 and a Notice of Vacancy was published in the newspaper as well as posted in the library branches. One Letter of Interest was received, from Mr. Cromer requesting re-appointment.

ALTERNATIVES: Not appoint Mr. Cromer and re-advertise the vacancy, but this is not recommended.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Mark Tillemans

Date: *02-30-18*

Richard L. Cromer
345 N Washington St.
Independence, CA 93526

RECEIVED
2018 JAN 24 PM 1:06
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Darcy Ellis
Assistant Clerk of the Board of Supervisors
County of Inyo
P.O. Drawer N
Independence, CA 93526

January 22, 2018

Dear Ms. Ellis,

In reply to your letter of January 18, 2018, I would like to continue serving on the Independence Cemetery Board of Directors and am requesting that I be re-appointed.

Thank you for considering me for the appointment.

Best regards,



Richard L. Cromer

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:

JANUARY 20th in the year 2018.

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

Dated at Bishop, California, on this
20th DAY OF JANUARY 2018



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 JAN 29 PM 1:21

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

**Proof of Publication of
Public Notice**

NOTICE OF VACANCY INDEPENDENCE CEMETERY DISTRICT BOARD OF DIRECTORS
NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one (1) vacancy on the Independence Cemetery District Board of Directors: a four-year term ending January 31, 2022.
If you are interested in serving on the Independence Cemetery District Board of Directors, please submit your request for appointment to the Clerk of the Board 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. Monday, January 29, 2018. (IR 01.20.18 #13166)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: *Alisha McMurtrie, Treasurer-Tax Collector*

FOR THE BOARD MEETING OF: **February 6, 2018**

SUBJECT: Request approval to hire an Office Technician I, II or III.

DEPARTMENTAL RECOMMENDATION:

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

1. The availability of funding for the Office Technician position exists as certified by the Treasurer-Tax Collector and concurred with by the Auditor-Controller and the County Administrator and,
2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment and,
3. Approve the hiring of one Office Technician I, Range 55 (\$3,150-3,830), Office Technician II, Range 59 (\$3,457-4,201) or Office Technician III, Range 63 (\$3,709-4,520) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This office currently has an Office Technician position vacant. This position is currently assigned to the property tax division and is responsible for the posting, receipting and reconciliation of all taxes billed and collected by the Department. This position is also cross-trained on the duties of the treasury technician position to allow for ample coverage during illness and vacations. To maintain internal controls, oversight and responsible checks and balances, it is recommended we hire this position. With the onset of cannabis taxation and potential for online hosting taxation, the workload will exceed the capacity of the staffing levels without this position in place.

ALTERNATIVES:

Your Board could choose to not approve the hiring of an Office Technician I, II, or III, in which case the Departmental workload would continue to fall behind and services to the public and our local agency partners would be impacted.

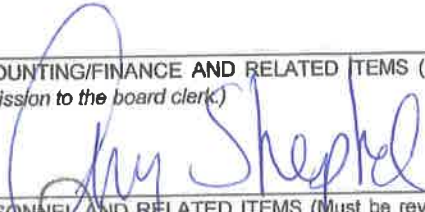
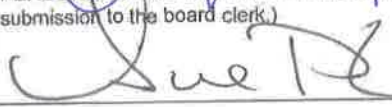
OTHER AGENCY INVOLVEMENT:

Inyo County Personnel Department

FINANCING:

Sufficient funds are available in the 2017-2018 Treasurer-Tax Collector budget for this 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: <u>yes</u> Date <u>1/4/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/4/18</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 1/4/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2017-18 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2017 to June 30, 2018 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2017-2018 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2017-2018 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2017-2018 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>12/13/17</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>12/13/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/10/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 1/14/18
(Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY**
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the delinquency prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty-one thousand, eight hundred forty and no/100 (\$31,840.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Probation	Department
P. O. Box 1	Street
Independence, CA 93526	City and State

Contractor:	
Healthy Communities of So. Inyo County	Name
P. O. Box 627	Street
Lone Pine, CA 93545-0627	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Susan Lutzke
Signature

Susan Lutzke
Print or Type Name

Dated: 10/19/17

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

County Auditor

[Signature]

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

[Signature]

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

[Signature]

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/17 TO: 06/30/18

SCOPE OF WORK:

Healthy Communities of Southern Inyo County (“Contractor”) is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller’s office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

**SCOPE OF WORK:
(CONTINUED)**

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/17 TO: 06/30/18

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues:

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY

FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

TERM:

FROM: 7/1/2017 TO: 6/30/2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Inyo County Superintendent of Schools Contract FY2017-18 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2017 to June 30, 2018 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's fiscal year (FY) 2017-2018 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2017-2018 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.


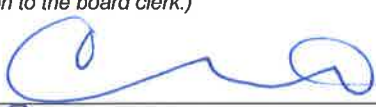
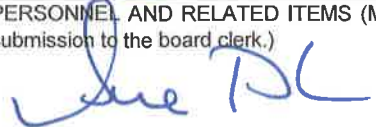
OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2017-2018 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>12/17/2017</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>12/13/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date <u>1/10/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 1/14/18
(Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-one thousand two hundred twenty-seven and no/100 ----- Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Probation	Department
P. O. Box T	Street
Independence, CA 93526	City and State

Contractor:	
Inyo County Office of Education	Name
P. O. Drawer G	Street
Independence, CA 93526	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: *Lisa Fontana*
Signature

Dated: _____

Lisa Fontana
Print or Type Name

Dated: 12-8-17

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

County Auditor

[Signature]

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

[Signature]

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

[Signature]

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/17 TO: 06/30/18

SCOPE OF WORK:

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked and reported on a semester basis the following information:

- 1) the date the Student entered the Program
- 2) the date the Student completed the Program
- 3) the grade level of the Student when they entered into the Program
- 4) the Student's grade point average at the end of the first and second semesters
- 5) how many school days the Student was in the program
- 6) did the Student graduate
- 7) what school did the Student attend prior to enrolling at JKBS
- 8) if a Student attended both the 2016/2017 and 2017/2018 school years, what was the Student's ending grade point average for the 2017/2018 school year

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

Vocational Education—Extending the School Day

The Juvenile Justice Grant allows JKBS to have a full school day for at-risk students. The grant helps to fund instructors to teach a variety of elective/vocational classes during the afternoons.

Odysseyware

Odysseyware is an online curriculum program that allows JKBS to offer a wider variety of courses to students. Most of the students who come to JKBS are credit deficient, by integrating Odysseyware into our regular curriculum; we are better able to meet the academic needs of the students.

Drug Dogs—Insuring a Drug-free Campus

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/17 TO: 06/30/18

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION

FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES**

TERM:

FROM: 7/1/2017

TO: 6/30/2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Hiring of one (1) Building and Maintenance Worker I/II

DEPARTMENTAL RECOMMENDATIONS:

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

1. The availability of funding for the requested Building and Maintenance Worker I/II comes from the Building and Maintenance Budget, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
2. The position could be filled by an internal recruitment; however, an open recruitment would be appropriate to ensure qualified candidates apply; and
3. Authorize the hiring of one Building and Maintenance Worker I/II Range 56 (\$3,227 - \$3,916) or Range 60 (\$3,541 - \$4,301).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Building and Maintenance Department will be losing one (1) Building and Maintenance Worker II effective January 19, 2018. Filling this position immediately is crucial, as there will be only two (2) Building and Maintenance Workers remaining.

ALTERNATIVES:

The Board could choose not to approve filling the position of Building and Maintenance Worker, however it is not recommended due to high volume of work orders and required maintenance for all County Buildings.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor

FINANCING:

This position is currently budgeted in the Building and Maintenance Budget Unit 011100.

APPROVALS

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

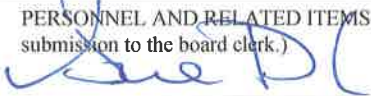
Approved: _____ Date _____

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



Approved: eyes Date 12/26/17

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 12/26/17

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



Date: 1/3/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Filling Vacant Engineering Assistant I or II

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for the requested position comes from the Public Works Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;
- B) The position could be filled by an internal recruitment; however, an open recruitment would be appropriate to ensure qualified candidates apply; and
- C) Approve the hiring of one Engineering Assistant I, Range 71 (\$4,583-\$5,572) or one Engineering Assistant II, Range 75 (\$5,040-\$6,126).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy has been created by the promotion of one Engineering Assistant to position in another department.. We are requesting that this position be filled from an open recruitment. It is important to fill this position to maintain the current workload of the department for completion of current and/or new projects.

ALTERNATIVES:

The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor

FINANCING:

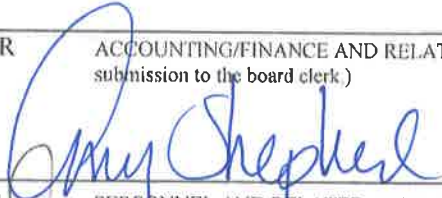
The funding for this position is budgeted in 50% Public Works (011500) and 50% Road (034600).

Agenda Request Form
Board meeting of February 6, 2018
Subject: Filling Vacant Assistant Civil Engineer I or II Position

APPROVALS

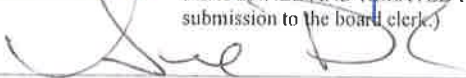
COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: _____ Date _____

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



Approved: yes Date 1/22/18

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



Approved: ✓ Date 1/22/18

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



Date: 1/22/18



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
28

FROM: Road Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Road Department request for a schedule change for seasonal workers and the hiring of four (4) seasonal workers.

DEPARTMENTAL RECOMMENDATIONS:

- (1) Request Board approve a change to the Road Department seasonal worker schedule from January 1st through June 30th, to April 1st through September 30st; and
- (2) Request the Board find that, consistent with the adopted Authorized Position Review Policy:
 1. The availability of funding for the requested seasonal worker positions, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
 2. Where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and
 3. Approve the hiring of four (4) seasonal workers at range 50PT (\$15.05hr. to \$18.27) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Historically in January the Road Department hires four seasonal workers to assist the Road Crews in various labor intensive tasks. This assignment had been previously authorized for a January 1st to June 30th work schedule.

The Road Department is requesting a permanent change to the existing schedule to utilize the more predictable weather during the Spring/Summer/Fall work program, from April 1st through September 30th, or dates within those months that would coincide with our payroll calendar.

The Road Department uses these seasonal workers to assist with the ongoing maintenance needs of the Department such as tree pruning, crack filling and now several SB1 projects planned.

ALTERNATIVES:

To not allow the work schedule change, or hiring of these seasonal workers, this is not recommended. With the ongoing maintenance needs of the districts, the changing of the existing work schedule, and seasonal worker program will provide the Road department with the manpower to perform these tasks more efficiently and safely.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

There are sufficient funds Road Department budget #034600 for four seasonal workers to cover FY 17/18 and any anticipated rollover costs for FY18/19.

Agenda Request Form
Board meeting of

Subject: Road Department request for a schedule change for seasonal workers; Approve the hiring of four (4) seasonal workers.

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 11/16/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/12/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Supervisor Dan Totheroh/County Administrator/Water Department/County Counsel

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: February 8, 2018 meeting of the Owens Valley Groundwater Authority

DEPARTMENTAL RECOMMENDATION:

Staff recommends your Board:

1. Receive briefing regarding the meeting of the Owens Valley Groundwater Authority (OVGA) held on December 14, 2017;
2. Authorize the County's OVGA Director to represent the County's annual funding commitment for the OVGA's three-year Groundwater Sustainability Plan Development Budget (GSPDB) to the OVGA Board of Directors pursuant to Article IV of the joint powers agreement, to be at least \$22,654/year and not to exceed 50% of the annual GSPDB (\$124,596/year) contingent upon (a) all Members of the OVGA making their respective commitments at the February 8, 2018 meeting, (b) the OVGA adopting the OVGA funding agreement without any substantial changes from the draft presented to the OVGA Board at its December 14, 2017 meeting, and (c) all Members duly authorized representatives executing the funding agreement by March 2, 2018;
3. If, at the February 8, 2018 OVGA meeting, all Members of the OVGA make their respective funding commitments and adopt the OVGA funding agreement, and execute the funding agreement by March 2, 2018, thereby fully-constituting the OVGA, authorize the County Administrator to sign the funding agreement, on behalf of the County of Inyo, to enter into a legally binding obligation to fund the OVGA's Groundwater Sustainability Plan Development Budget pursuant to Article IV of the joint powers agreement, subject to the adoption of future County Budgets and County Budget amendments.
4. If, at the February 8, 2018 OVGA meeting, the Members fail or vote to defer fully constituting the OVGA by (a) not making their respective funding commitments, (b) and/or not adopting the OVGA funding agreement, and/or (c) failing to execute the funding agreement by March 2, 2018, consider alternatives, including directing staff to explore, with other Inyo Members of the OVGA, interest in reforming the OVGA as a JPA comprised only of eligible Members representing jurisdictions in Inyo County and providing for the participation of eligible Associates and Interested Parties within Inyo County.

SUMMARY DISCUSSION:

On December 12, 2017, your Board authorized:

the County's OVGA Director to represent the County's annual funding commitment, the OVGA's three-year Groundwater Sustainability Plan Development Budget (GSPDB) to the

OVGA Board of Directors pursuant to Article IV of the joint powers agreement, up to an amount not to exceed 50% of the annual GSPDB (\$124,596) contingent upon all Members of the OVGA making their respective commitments on or before December 31, 2017 [emphasis added].

The OVGA held its third meeting on December 14, 2017. At that meeting the OVGA Board, on a motion made by the OVGA Chair and Mono County Supervisor Fred Stump, elected to defer making funding commitments until its February 8, 2018 meeting. Six Members (Mono Co., Big Pine CSD, Starlite CSD, Wheeler Crest CSD, Keeler CSD, and Eastern Sierra CSD) voted to defer making commitments and four Members (Inyo Co., Bishop, Indian Creek-Westridge CSD, and Tri Valley GMD) voting to move ahead with funding commitments. Sierra Highlands CSD was not represented.

The decision not to move forward with making their respective funding commitments seems to be motivated, in part, by the erroneous belief held by at least some Members that their funding commitment will be reduced (or, that they could make a larger funding contribution and acquire a greater share of votes) if the OVGA receives funds from DWR for preparation of a Groundwater Sustainability Plan. Regardless of whether the OVGA receives offsetting revenue from a DWR grant (via Inyo County), or from the future funding contributions from Associates that can only be determined once the JPA is fully constituted, Members must make their respective funding commitments based on the total amount of expenses identified in the approved GSPDB. Contributions cannot be based on net cost based on assumptions regarding grant revenue or funding contributions from Associates.

While it is likely – assuming the receipt of grant funds and/or funding from Associates – that a Member’s actual annual funding contribution will be less than its annual funding commitment, that funding commitment must be in place to ensure the OVGA has the funding necessary to fulfill its purpose. The OVGA will continue to incur expenses that need to be funded (these costs are currently being funded exclusively by Inyo County). In addition to the fact that the receipt of grant funds and funding contributions from future Associates are necessarily speculative at this time, if the grant funding is received, the grant funds will be paid in arrears and subject to unilateral suspension by the State at any time. This creates a potential cash flow problem that could impair the ability of the OVGA to fulfill its purpose; as the Fiscal Agent for the OVGA, the County of Inyo is not in a position to cash flow the JPA’s operations absent a binding funding agreement covering all JPA expenses.

The OVGA’s action (or failure to act by the end of 2017) makes it necessary for your Board to reconsider its funding commitment and associated authorizations today in order for the County’s OVGA Director to represent the County’s annual funding commitment at the OVGA meeting scheduled for this Thursday. However, despite staff’s recommendation to re-authorize the County’s previous funding commitment with conditions, in addition to arguably “substantially impair the ability of the Authority to fulfill its purpose,” the OVGA Board of Directors’ failure to make the necessary funding commitments for the OVGA to be fully-constituted raises other, long-term considerations. Most notably, when almost every Member’s governing body had, in fact, made sufficient funding commitments for the Groundwater Sustainability Plan Development Budget to be fully funded, the decision by the Board of Directors on a motion from the Chair not to move forward in making already-authorized funding commitments raises a legitimate question of whether it is in the long-term interest of the County of Inyo, or its varied constituencies to vest future management of the groundwater within the County to a JPA comprised of Members outside of the County with seemingly possibly incompatible interests and objectives.

In recognition of the tremendous work that has been done in good faith by Inyo County to create the OVGA, and allowing that any newly formed entity like the OVGA might experience “growing pains,” staff

recommends your Board re-authorize Inyo County to commit to fund \$22,654 for the GSPDB, and to increase the County's funding commitment, as necessary to ensure the GSPDB is fully funded, up to at least the same level of the next highest Member contribution, in amount not to exceed \$124,596. The GSPDB estimates that sharing the costs equally among the eleven OVGA members would entail an annual commitment of \$22,654 from each member for the three-year plan preparation phase. The lower figure (\$22,654) is based on Inyo County funding its share of the budget at the same level as the 10 other members.

However, to help ensure the OVGA adheres to the requirement in Article IV Section 1.1 in the JPA Agreement and does not delay this matter and thereby "substantially impair the ability of the Authority to fulfill its purpose," staff recommends that this authorization be contingent upon all Members making their respective funding commitments at the February 8, 2018 meeting and thereafter entering into the OVGA funding agreement as presented to the OVGA Board at its December 14, 2017 meeting. The OVGA funding agreement is attached.

ALTERNATIVES:

Given that the majority of the Owens Valley Groundwater Basin lies within Inyo County and that Inyo County has the unique capacity to potentially manage and implement the core OVGA policy decisions, the County could and, arguably should comply with the requirements of the State's Sustainable Groundwater Management Act by either:

1. Forming a JPA based on the current Joint Powers Agreement, comprised only of Eligible Agencies, Associates and Interested Parties within Inyo County, and requiring that Groundwater Sustainability Plan or Plans prepared by the Sustainable Groundwater Agency or Agencies representing the Mono county portion of the basin be coordinated with the GSP prepared by the new, smaller Inyo-only JPA; or,
2. Recognizing that both the County of Inyo and City of Bishop are currently the only eligible agencies in Inyo County that have filed and been approved as Sustainable Groundwater Agencies for the Inyo County portion of the Owens Valley Groundwater Basin, the County and City of Bishop could proceed to work in concert as GSAs within the county to develop a single GSP or coordinated GSPs that could in turn, be coordinated with the GSP or GSPs developed for the Mono portion of the basin by a GSA or GSAs representing that county.

In the event that OVGA members again fail to make funding commitments at the February 8 meeting, staff recommends your Board direct staff to pursue both of these options.

In considering this recommendation, your Board is reminded that the initial GSPDB Funding Meeting was postponed from November until December 14 in order to allow members more time to decide on whether to make a financial contribution to the OVGA GSPDB. The subsequent continuance of the GSPDB Funding Meeting on December 14 prevented the OVGA from taking action on a potential request to modify the Owens Valley Groundwater Basin boundaries and from beginning to take the steps necessary to become the exclusive GSA for the Owens Valley Groundwater Basin. Further delay in making Member funding commitments will continue to prohibit the OVGA from taking any actions and will then pass the threshold of a substantial impairment to the OVGA's ability to fulfill its purpose. In that case, and for the reasons set forth above, the County should re-consider its membership in the OVGA and consider entering into a different agreement with entities willing to move ahead and take the steps necessary to comply with the mandates imposed by the Sustainable Groundwater Management Act. This alternative may likely necessitate a shift in our current approach to creating a GSP for the entire basin, and the County's request for grant funding to complete that

task. With respect to the grant request, the County's grant proposal to DWR was for funding a single GSP for the entire Owens Valley Groundwater Basin. Should the OVGA not be fully constituted, staff would recommend your Board support a request that DWR have any grant proceeds divided equally among GSAs in the basin. At present, we do not know whether the County's proposal will be funded, or, if it is funded, whether DWR would allow that funding to be reallocated from preparation of a single GSP to preparation of multiple GSPs.

OTHER AGENCY INVOLVEMENT:

Big Pine CSD, City of Bishop, County of Inyo, County of Mono, Eastern Sierra CSD, Indian Creek-Westridge CSD, Keeler CSD, Sierra Highlands CSD, Starlite CSD, Tri Valley Groundwater Management District, Wheeler Crest CSD

FINANCING:

Once each member makes its funding commitment known, and the GSPDB is fully funded, each member, including the County of Inyo will be asked to make a legally binding commitment for its funding share through the adoption of a formal agreement for its contribution of funding toward the GSP Development Budget. Votes will be allocated among Members based on their respective, binding funding commitments and, upon all Members executing the legally binding commitment, the OVGA will be full constituted. At this time, the County will need to identify the source of funding for its funding commitment, and your Board will need to make the requisite amendments to the County Budget. At this time, it is anticipated that staff will recommend funding the County's GSPDB funding commitment through Inyo County Water Fund, and/or other categorical or discretionary funding sources, or some combination thereof.

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.) <div style="text-align: right;"> Approved: <u>yes</u> Date: <u>1/31/18</u> </div>
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.) <div style="text-align: right;"> Approved: _____ Date: _____ </div>

DEPARTMENT HEAD SIGNATURE:  Date: 1/31/18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 1/31/18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 1/31/18
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE [_____*INSERT NAME OF MEMBER AGENCY*_____] FOR CONTRIBUTION OF FUNDING TOWARD THE GSP DEVELOPMENT BUDGET

Whereas, the Owens Valley Groundwater Authority (“OVGA”) is a joint powers authority duly formed under the laws of the State of California for the purpose of implementing the Sustainable Groundwater Management Act, Part 2.74 (commencing with Section 10720) of Division 6 of the California Water Code, in the Owens Valley Groundwater Basin; and

Whereas, [_____*INSERT NAME OF MEMBER AGENCY*_____] a _____ (“Member Agency”), is a forming Member of the OVGA and party to the OVGA Joint Powers Agreement (OVGA-JPA); and

Whereas, Article II Section 4 of the OVGA-JPA sets forth the requirement that the OVGA adopt a GSP Development Budget; and

Whereas, on October 26, 2017, the OVGA Board of Directors adopted a final GSP Development Budget, attached herewith as Exhibit A, in the total amount of \$747,585 for a three-year period (or \$249,193 per year); and

Whereas, Article IV Section 1 of the OVGA-JPA sets forth the method by which OVGA Members shall fund the GSP Development Budget, specifically requiring that “Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget,” and that such commitment “shall set the Member’s maximum financial contribution to the GSP Development Budget”; and

Whereas, each Member’s contribution will directly affect and result in the Member’s voting share as set forth in Article IV Section 2 of the OVGA-JPA, with a contribution of approximately \$22,654 per year required to establish a Member as a “Funding Member” and entitle such Member to four (4) votes; and

Whereas, the OVGA and the Member Agency (sometimes referred to herein individually as a “Party” and collectively as the “Parties”) desire to enter into this Agreement to satisfy the OVGA-JPA’s requirement for the Member Agency to make a legally binding commitment of its financial contribution toward the GSP Development Budget; and

Whereas, the Member Agency authorized its Primary or Alternate Director appointed to the OVGA Board of Directors to enter into this Agreement on its behalf at its meeting held on _____.

Now, therefore, the OVGA and the Member Agency agree as follows:

1. Effective _____, and continuing until this Agreement is terminated, the Member Agency shall make an annual contribution toward the GSP Development Budget of

_____ dollars (\$ _____) ("Contribution Amount") unless adjusted pursuant to Article IV Paragraph 1.1 of the OVGA-JPA. For purposes of the Member Agency's first Contribution Amount, the Member Agency shall pay one third of its first Contribution Amount within 30 days after receiving an invoice from the OVGA and shall pay the remainder on or before July 2, 2018. After the OVGA's annual review and adjustment of the GSP Development Budget in subsequent years, the OVGA shall send the Member Agency an invoice for that year's specific Contribution Amount. Within 30 days after the invoice is sent, the Member Agency shall make payment in the full amount of the invoice to the OVGA, in care of its treasurer and fiscal agent.

2. Pursuant to Article IV Section 2 of the OVGA-JPA, the Member Agency's commitment to make the Contribution Amount shall provide the Member Agency with # votes (2 +); provided, that the additional votes beyond the first two shall not be acquired if the Member Agency fails to pay the full amount of the invoice as required by this Agreement unless and until such payment is made; provided further, that the number of additional votes beyond the first two provided to the Member Agency shall be adjusted upon modification of the GSP Development Budget as set forth in Article IV Section 1.1 of the OVGA-JPA.

3. This Agreement shall terminate after the GSP has been adopted by the OVGA in a manner consistent with the OVGA's adoption of its subsequent annual budget pursuant to Article IV of the OVGA-JPA. Otherwise, it may only be terminated upon the express agreement of all Parties or upon the OVGA's termination for cause of the Member Agency's participation in the OVGA as provided in Article VI Section 1 of the OVGA-JPA.

4. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties, 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.

5. Any notice, communication, amendment, addition, or deletion to this Agreement, including any change of address of either Party during the term of this Agreement, which the Parties shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first-class mail to the respective Party as follows:

OVGA:

Member Agency:

6. This Agreement is the joint product of the OVGA and the Member Agency and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the Parties and shall not be construed for or against any Party.

This Agreement is entered into this _____ day of _____ by:

Owens Valley Groundwater Authority

Fred Stump, Chairman

[insert agency name]

[name][title]



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: County Administrator

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Great Basin Unified Air Pollution District Environmental Public Benefit Fund Block Grant

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- (A) Discuss status of County projects funded by the 2014 Great Basin Unified Air Pollution District (GBUAPCD) Environmental Public Benefits (EPB) Fund Block Grant;
- (B) Consider authorizing the County Administrator to sign and transmit a letter to GBUAPCD seeking an additional extension of time, to August 31, 2018, to fully expend its Environmental Public Benefits Fund Block Grant encumbered for the Veteran's Path Project in Big Pine; and,
- (C) As part of its consideration of the letter requesting additional time to expend the remaining EPB Fund Block Grant allocation, provide direction as to if your Board wants to also request the County be allowed the option to utilize remaining grant funds to pave the parking lot at the VFW building in Lone Pine: either in place of the Veteran's Path Project; or, as a back-up the Veteran's Path Project (if it appears the Veteran's Path project cannot be completed by the deadline to use the funds); or, that any EPB Fund Block Grant monies left over after completion of the Veteran's Path Project be applied toward paving the VFW parking lot.

SUMMARY DISCUSSION:

On November 17, 2014, your Board approved a list of air pollution projects that Inyo County would propose be funded with the Great Basin Unified Air Pollution District's (GBUAPCD) Environmental Public Benefits (EPB) Fund Block Grant in the amount of \$615,259 (the associated Board Order is included as Attachment A). The GBUAPCD Board of Directors approved the County's request on March 16, 2015, and set a deadline of December 31, 2015 for the County to expend the funds, with an option to request the deadline be extended to March 31, 2016. On December 28, 2015, County Planning staff submitted a status report to GBUAPCD with a request to extend the deadline to expend the funds to March 31, 2016. The request was approved.

As the County worked to complete the approved EPB Fund projects, it became apparent that some projects were coming in under budget – leaving approximately \$39,500 in unspent funds available for re-allocation to other projects – and that the proposed Veteran's Path project would take more time to complete. As such, on March, 8, 2016, your Board voted to seek changes and re-allocation of funds for the EPB Fund Block Grant, and requested an extension of the use of the funds until December 31, 2016 (a copy of the associated Board Order is included here as Attachment B). The County's request was approved by the GBUAPCD Board, and the County has completed all of the projects, and all the alternative projects identified as part of its March 8,

2016, letter – with the exception of the Big Pine Veteran’s Path Project and the Inyo County Jail Water Heater & Boiler Replacement Project (other funding has since been identified and budgeted to begin this project).

On December 16, 2016, the County Administrator e-mailed the GBUAPCD Air Pollution Officer, Phill Kiddoo, requesting another extension of time to complete the Veteran’s Path Project and expend the grant funding. Mr. Kiddoo indicated that the e-mail was sufficient for making the request, and the GBUAPCD Board approved the request on January 11, 2017.

As part of the Fiscal Year 2017 - 2018 Board Approved County Budget, the Great Basin APC Grant budget identifies \$124,120 in remaining EPB Fund Block Grant Funding, and notes that

If it appears that it will not be possible to complete the Big Pine Veterans Path Project before the [December 31, 2017] deadline, it will be necessary to seek another extension for expending the grant monies from GBUAPCD, and/or for your Board to re-direct the grant funds to another eligible project.

The challenges the County has faced in moving forward with the Veteran’s Path Project are detailed below. In recognition of these challenges, last December, Supervisors Tillemans and Kingsley discussed the possibility of seeking GBUAPCD approval to re-program the remaining funds to pave the VFW parking lot in Lone Pine, and seek another extension to use the remaining funding. That conversation has led to today’s agenda request.

In the interim, the County Administrator has contacted the GBUAPCD Air Pollution Control Officer to inquire if such a request might be possible. Mr. Kiddoo responded that the District might be supportive of such a request if it could be prepared for consideration by the District Governing Board at its March 8, 2018, meeting. Mr. Kiddoo also noted the District would like to see the funds expended as soon as possible to ensure implementation of these projects provides the public health benefit of air pollution reduction sooner than later, and indicated that, from an air quality perspective, the VFW Parking Lot Project would be a more equitable alternative to the Veteran’s Path Project than, for example, an HVAC project.

Veteran’s Path

The Big Pine Veteran’s Path Project was originally conceived by, and has been discussed among community leaders in Big Pine since at least 2013. These discussions grew to include Supervisor Tillemans, County staff and senior LADWP representatives, and led to the Veteran’s Path Project being included in the list of projects identified by your Board of Supervisors, on November 17, 2014, for funding with its GBUAPCD EPB Fund Grant. The Veteran’s Path Project was projected to cost \$22,700, and a companion project, paving the Veteran’s Memorial parking lot near the Glacier View Campground, was estimated to cost \$111,650, for a total cost of \$134,350.

At the time the Board of Supervisors approved the Veteran’s Path Project as one of the County’s EPB Fund Block Grant projects, it was envisioned that, if LADWP was willing, LADWP would agree to construct the project using Department forces on Department land. The County and LADWP could enter into a simple agreement - similar to what was used on Division Creek – for the County to reimburse LADWP for the cost of the project up to an agreed upon estimate. Once constructed, American Legion Post 457 of Big Pine would be willing to accept a License Agreement from LADWP to operate and maintain the pathway.

As the County began to engage LADWP to develop the Project, it became clear the City of Los Angeles would require the County to assume a greater role in the Project than originally envisioned and previously discussed with LADWP, including:

- The County is the project lead
- LADWP would lease to the County (not the American Legion) the area between the highway and the re-greening project.
- The County (not the American Legion) would be responsible for any maintenance and operations costs and be responsible for all liability.
- The County will need to perform all environmental and permitting work.
- The County would initiate the process to obtain all environmental clearances and permits and submit a proposal to LADWP. Caltrans, zoning, and permits from CDFW, Lahontan, Great Basin APCD and others may be necessary.
- The County would perform design of the project. This would need to be done in close coordination with the LADWP to avoid possible oversights such as constructability, interference with the re-greening project, other resources or infrastructure, availability of materials such as asphalt, etc.
- There may be ADA and possible grant requirements associated with the project and the County must ensure the project meets these requirements.
- The County would reimburse LADWP the costs of construction on City owned lands.

Because the County's potential role in completing the Project was growing, on October 27, 2015, Supervisor Tillemans sponsored a Big Pine Veteran's Path Presentation made by community representatives. A copy of the accompanying agenda request is provided here as Attachment C, and notes

The reason for today's presentation is to provide your Board with a better understanding of the project, and the community's desire to see it constructed, since LADWP's current stance may require your Board to consider actions in the future that could result in greater County involvement in, and responsibility for the project than previously identified (e.g., simply funding its construction).

With Board support, staff proceeded to work with LADWP to develop the Project, with the next step being for the County to obtain Right of Entry from LADWP to perform the site evaluation work and pre-planning being required by Los Angeles and deemed necessary for the City to evaluate the Project. Work on the Right of Entry began in late 2015, and the Right of Entry was signed by LADWP on May 5, 2016. As indicated above, during this time, on March 8, 2016, your Board of Supervisors continued to support the Big Pine Veteran's Path Project by including it on the County's request to GBUAPCD to seek changes and re-allocation of funds for the EPB Fund Block Grant, and request an extension of the use of the funds until December 31, 2016.

Upon receipt of the Right of Entry, County staff proceeded to perform site evaluation work including visual surveys necessary for biological and cultural surveys, environmental assessment compliance, planning aspects, engineering design, and procurement of all required permits from local, state and federal jurisdictions. Concerned about the slow pace at which the Project was proceeding, the County Administrator contacted the LADWP Director of Water Operations who indicated that the County should continue to work with local LADWP staff who would lay out the path forward. Toward this end, a meeting of County and community representatives and LADWP staff was held on July 13, 2016, to review and discuss the County's work to date and identify the requirements for moving forward with the project. Consistent with LADWP's cover letter for the Right of Entry (Attachment D), LADWP staff indicated to proceed with constructing the project, the County would need to sign a Memorandum of Understanding with the LADWP and, once built, the County would need to obtain a lease, license, or an easement from LADWP to obtain a long-term right of way and legitimize the project. The County inquired about the possibility of obtaining a license or lease immediately to proceed with the Project, and was told by LADWP staff that this was not possible and that the County would need to develop an MOU to proceed with the Project.

Negotiation of the required MOU took almost a year, and during the process, LADWP took the position that, once built, the County would have to purchase an easement for the Project (at a yet undetermined price) as opposed to obtaining a license or lease, and if the County failed to purchase the easement it would need to remove the Veteran's Path Project. LADWP subsequently identified the price of the approximately ¼-acre easement as being in the neighborhood of \$17,000 – in contrast to the \$5,000 the County paid for the 800+ acre Bishop Airport Easement, or \$5,000 it paid for the Butcher Lane easement in Big Pine.

County staff met with senior LADWP staff, including the Assistant General Manager, on March 17, 2017, to discuss, among other issues, the status of the Veteran's Path MOU and request that the County be guaranteed a license agreement for the Project if it was unable to purchase the easement (for which the price had been determined). Staff met again on May 5, 2017, and LADWP representatives indicated the price of the approximately ¼-acre easement would be \$17,500 – in contrast to the \$5,000 the County paid for the 800+ acre Bishop Airport Easement, or \$5,000 it paid for the Butcher Lane easement in Big Pine. Staff objected to the price but, in an effort to complete the MOU, asked that the County be provided assurances that, if it could not purchase the easement that the County be assured that it would be granted a lease or license agreement to provide the necessary right of way for the Project and avoid the risk of being required to remove the Project. At this point, after almost a year of negotiation, senior LADWP staff asked why the parties were negotiating an MOU followed by the purchase of an easement or, possibly, obtaining a license or lease. They indicated that they would not sign the MOU and the County needed a license agreement to proceed with the project.

The now-required license agreement was presented to the County later that month, and after some back and forth, the County submitted its last comments on the draft License Agreement on July 18, 2017. The County's comments included requesting that the County be charged a license fee of \$1 per year instead of the proposed \$1,416 per year adjusted for inflation. The County also requested that it be guaranteed the option of purchasing the easement for \$17,000 with any license fees paid to date credited toward the purchase price. Despite inquiries from County Counsel as to the status of the license agreement on July 31st, September 7th and at the Technical Group Meeting on December 15th, the County did not hear feedback on its comments until the matter was raised with the LADWP Assistant General Manager in January. The Assistant General Manager rejected the request for a \$1 per year license fee and, as of the drafting of this agenda request, is considering the County's other comments and requests.

The County's last cost estimate for the Veteran's Path Project is dated September 20, 2016, and estimates the cost at \$115,464. There is \$124,120 in remaining EPB Fund Block Grant Funding in the Great Basin APC Grant budget adopted as part of the Fiscal Year 2017 - 2018 Board Approved Budget. Public Works has indicated that if the license agreement is executed by the end of February, it would be challenging to complete the Project by the end of June and, for this reason, staff recommends that your Board seek an extension to use the remaining EPB Fund Block Grant monies until the end of August 2018.

Lone Pine VFW Parking Lot

The Lone Pine VFW parking lot is owned by the Lone Pine Town Fathers. The estimated cost for this project has not been finalized. While it is presumed that negotiating with the Town Fathers may be easier than negotiations to-date with LADWP, Public Works has indicated that some type of agreement, similar to that which the County developed for the Tecopa Water Vending Machine Project, may be necessary for the County to proceed with the project. For this reason, staff recommends also seeking an extension to the end of August 2018 if your Board wishes to pursue this project with GBUAPCD EPB Fund Block Grant monies.

ALTERNATIVES:

Your Board could choose to not request the extension of time from the GBUAPCD Board of Directors to expend the remaining EPB Fund Block Grant monies, but this is not recommended. Similarly, your Board can choose to keep the remaining Block Grant funds identified solely for the Big Pine Veteran's Path Project; or request the County be able to reallocate the funds to the Lone Pine VFW Project instead of the Veteran's Path (if it does not move forward by a specific date, or outright); or, request that any funds remaining, after completion of the Veteran's Path Project, be dedicated to the Lone Pine VFW Parking Lot Project.

OTHER AGENCY INVOLVEMENT:

Inyo County Counsel, Public Works, Planning, and Water departments; GBUAPCD; LADWP; and, American Legion Post 457.

FINANCING:

As part of the Fiscal Year 2017 – 2018 Board Approved County Budget, the Great Basin APC Grant budget identifies \$124,120 in remaining EPB Fund Block Grant Funding.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

 Date: 01-29-2018

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

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of *November* 2014 an order was duly made and entered as follows:

Planning/GBAPCD Mr. Josh Hart, Planning Director, reviewed staff recommendations for the projects to be funded
Public Benefits Funds by the Great Basin Unified Air Pollution Control District 2014-15 Environmental Public benefits
Projects Funds. The Board and staff discussed the projects and how they could get the most projects
 funded. The Board discussed removing the Millpond Park and the Diaz Park projects, as well
 as reducing the CARB Compliant Landfill Equipment to \$100,000. Mr. Earl Wilson of Lone
 Pine addressed the Board to Support the wood chipper at the Lone Pine Landfill and the
 paving at the Sheriff's Substation in Lone Pine. Moved by Supervisor Kingsley and seconded
 by Supervisor Tillemans that the County request funding the list, with the exception of the
 Millpond Surface Improvements and Diaz Lake Surface Improvements projects, as presented
 and for the CARB Compliant Landfill Equipment that the County find additional money to obtain
 the piece of equipment as identified or buy a piece of equipment that can be purchased with
 the amount of money remaining. Motion carried unanimously. .

WITNESS my hand and the seal of said Board this 17th

Day of November 2014



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing

CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other Planning	_____

DATE: December 1, 2014



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: County Administrative Officer/Inyo County Planning Department/Inyo County Public Works Department/Information Services/ Solid Waste/ Parks and Recreation

FOR THE BOARD MEETING OF: November 17, 2014

SUBJECT: Great Basin Unified Air Pollution Control District 2014-2015 Environmental Public Benefits Fund

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Identify projects for the Great Basin Unified Air Pollution Control District 2014-2015 Environmental Public Benefits Fund.

SUMMARY DISCUSSION:

In February 2014, the Great Basin Unified Air Pollution Control District (GBUAPCD) and the Los Angeles Department of Water and Power (LADWP) settled a lawsuit brought by the District against LADWP for failure to pay ordered fees on time. One of the conditions of the settlement was that the LADWP would make an "environmental public benefit payment" in the amount of \$1,350,000 to the District. The GCUAPCD determined the most effective method of reducing air pollution with the available funds would be to establish Environmental Public Benefits Fund Block Grants to each of the District agencies. As a result, \$615,259 was allocated to Inyo County to fund project that reduce real air pollution.

Similar to the CAPP block grants previously administered by GBUAPCD, the District is allocating these funds to Inyo County with the requirement that each agency use the money to reduce air pollution. The District is conditioning the grant on the receipt of a work plan and follow-up report that documents the projects completed, their cost and the amount of air pollution reduced.

Earlier this year, your Board approved the Fiscal Year (FY) 2014-2015 Inyo County Budget, which included a new budget for the \$615,259 allocated to Inyo County for air pollution control projects. The projects listed below were included in the budget and are now being presented for your Board's consideration and nomination for funding. The approved projects will subsequently be submitted to the District Board for approval.

The total estimated cost to implement all of the projects included in the FY 2014-2015 Budget is approximately \$2.1 million. It should be noted the District Board will prioritize funding for projects which have the greatest potential to reduce air pollution and emissions per dollar spent.

Staff is seeking the Board's direction on which projects to nominate for the Environmental Public Benefits Block Grant funding from the following proposed projects:

Potential Project	Estimated Cost
Jail HVAC	\$40,900
Statham Hall Heater	\$10,500
South Street Window Replacement	\$20,300
South Street Insulation	\$10,300
Jail Water Heater & Boiler	\$15,300
Board Meeting Webcast	\$60,000
Lone Pine Sub Station Parking Lot	\$75,000
Teleconferencing/Teletraining Rooms (Bishop & Independence)	\$110,000
Big Pine Veteran's Path	\$134,350
Millpond Surface Improvements	\$906,840
Diaz Lake Surface Improvements	\$472,123
CARB Compliant Landfill Equipment	\$220,000
Wood Chipper for South County Recycling Program	\$20,000
POTENTIAL PROJECT TOTAL	\$2,095,613.00
TOTAL AVAILABLE FUNDING	\$615,259

ALTERNATIVES:

- Do NOT approve the requested actions.
- Identify other options for funding.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

FINANCING:

Funds will be provided by GBUAPCD through the Environmental Public Benefits Block Grant program.

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: 11/10/14

Attachments:

- 1.) Great Basin APC Grant Budget
- 2.) Potential Project Analysis
- 3.) May 5th, 2014 GBUAPCD Board Report re: Consideration of \$1,350,000 environmental public benefit payment by the Los Angeles Department of Water and Power
- 4.) July 7th, 2014 GBUAPCD Board Report re: Consider release of environmental public benefit funds to the Town of Mammoth Lakes and five public service districts in the Owens Lake area to support activities to reduce air pollution emissions in the District utilizing environmental public benefit funds

Attachment 2

Potential Project Analysis

Item #	Potential Project	Estimated Cost	Type of Air Pollution Reduction	Project Description
1	Jail HVAC	\$ 40,900.00	TBD	Retrofit inefficient HVAC to improve energy efficiency and air quality (including reducing leakage of ozone depleting substances from outdated HVAC). Will result in long-term energy savings for Inyo County, as well as more comfortable environment for employees and inmates. Reduces measurable amounts of air pollution and energy use in the Owens Valley Planning Area (OVPA) and beyond.
2	Statham Hall Heater	\$ 10,500.00	TBD	Retrofit inefficient heating system to improve energy efficiency and air quality. Will result in long-term energy savings for Inyo County, as well as more comfortable environment for employees and residents. Reduces measurable amounts of air pollution and energy use in the OVPA and beyond.
3	South Street Window Replacement	\$ 20,300.00	TBD	Replace inefficient windows to improve energy efficiency and air quality, and reduce heating and cooling needs. Will result in long-term energy savings for Inyo County, as well as more comfortable environment for employees and residents. Reduces measurable amounts of air pollution and energy use in the OVPA and beyond.
4	South Street Insulation	\$ 10,300.00	TBD	Retrofit insulation to improve energy efficiency and air quality, and reduce heating and cooling needs. Will result in long-term energy savings for Inyo County, as well as more comfortable environment for employees and residents. Reduces measurable amounts of air pollution and energy use in the OVPA and beyond.
5	Jail Water Heater & Boiler	\$ 15,300.00	TBD	Retrofit inefficient HVAC to improve energy efficiency and air quality (including reducing leakage of ozone depleting substances from outdated HVAC). Will result in long-term energy savings for Inyo County, as well as more comfortable environment for employees and inmates. Reduces measurable amounts of air pollution and energy use in the OVPA and beyond.
6	Board Meeting Webcast	\$ 60,000.00	TBD	Implement webcast for residents to participate in Board of Supervisor meetings remotely, thus reducing the need for residents to drive from across Inyo County to Independence and reducing air emissions. Will result in reduced air pollution throughout Inyo County and beyond.

Potential Project Analysis

Item #	Potential Project	Estimated Cost	Type of Air Pollution Reduction	Project Description
7	Lone Pine Sub Station Parking Lot	\$ 75,000.00	PM10	Paving approximately 33,200 sq. ft. of unpaved dirt parking lot. Will reduce measurable amounts of Lone Pine & OVPA dust and improve existing parking conditions for employees and residents. Will result in locally-significant dust control in OVPA.
8	Teleconferencing/Teletraining Rooms (Bishop & Independence)	\$ 110,000.00	PM10; Nox; CO	Install teleconferencing equipment at County offices in Bishop and Independence. This project will reduce considerable travel between County facilities for meetings and trainings, as well as reduce the need to travel out of the area. This project will reduce air pollution throughout Inyo County, the OVPA and beyond.
9	Big Pine Veteran's Path	\$134,350	PM10	Paving approximately 6,000 sq. ft. of unpaved dirt path connecting existing campground to services and Veteran's Memorial in Big Pine. Also will fully reconstruct existing, unpaved parking. Will reduce Big Pine and OVPA dust, reduce vehicle trips and improve access for visitors and residents. Will result in locally-significant dust control in Big Pine and OVPA. Project costs may vary depending on surfacing treatments used.
10	Millpond Surface Improvements Total	\$ 906,840.00		Please see project details below.
10.a	Millpond Tennis Court Parking Lot	\$ 140,000.00	PM10	Paving approximately 35,000 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in locally-significant dust control in OVPA.
10.b	Millpond South Parking Lot	\$ 610,600.00	PM10	Paving approximately 152,650 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in locally-significant dust control in OVPA.
10.c	Road Improvements	\$ 5,040.00	PM10	Paving approximately 1,260 sq. ft. of unpaved internal road circulation connecting parking lot to tennis court. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in locally-significant dust control in OVPA.
10.d	North Restroom Parking Lot	\$ 151,200.00	PM10	Paving approximately 33,600 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in locally-significant dust control in OVPA.

Potential Project Analysis

Item #	Potential Project	Estimated Cost	Type of Air Pollution Reduction	Project Description
11	Diaz Lake Surface Improvements Total	\$ 472,123.00		Please see project details below.
11.a	Diaz Lake Campground Road Paving	\$ 304,128.00	PM10	Paving approximately 76,032 sq. ft. of unpaved internal road circulation for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve access for visitors and residents. Will result in locally-significant dust control in OVPA.
11.b	Diaz Lake Campground Parking Lots	\$ 63,595.00	PM10	Paving approximately 18,170 sq. ft. of unpaved dirt parking lots for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve existing parking conditions for visitors and residents. Will result in locally-significant dust control in OVPA.
11.c	Diaz Lake Campground Pull-through camping Area	\$ 104,400.00	PM10	Paving approximately 20,880 sq. ft. of unpaved dirt internal circulation at popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in locally-significant dust control in OVPA.
12	California Air Resources Board (CARB) Compliant Landfill Equipment	\$ 220,000.00	PM10; Nox; CO	Replace 1971 Caterpillar Front End Loader (Tier 0 Emissions Engine), with 2014 Tier 4 Emissions Engine Front End Loader in order to move towards meeting the 2019 CARB requirements which will require replacement of the 1971 Tier 0 Front End Loader. Will result in locally-significant pollution reduction in OVPA.
13	Wood Chipper for South County Recycling Program	\$ 20,000.00	PM10	By purchasing a wood chipper for use at the Southern Inyo County landfills the Recycling and Waste Management Department will reduce measurable amounts of OVPA dust while increasing diversion of green materials by using chipped wood on roadways and other potentially dust emitting areas of the landfills.
POTENTIAL PROJECT TOTAL		\$ 2,095,613.00		
TOTAL AVAILABLE FUNDING		\$ 615,259.00		
DIFFERENCE		\$ (1,480,354.00)		

Theodore D. Schade
Air Pollution Control Officer



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

BOARD REPORT

Mtg. Date: May 5, 2014

To: District Governing Board

From: Theodore D. Schade, Air Pollution Control Officer

Subject: Consideration of \$1,350,000 environmental public benefit payment by the Los Angeles Department of Water and Power for solar power and air pollution reduction projects within the District

Summary

In February 2014, the District and the Los Angeles Department of Water and Power settled a lawsuit brought by the District against LADWP for failure to pay ordered fees on time. One of the conditions of the settlement was that the LADWP would make an "environmental public benefit payment" in the amount of \$1,350,000 to the District. The payment was received on time and the Board is now being asked to decide how the payment should be used.

Background

In 2012 and 2013, the District Governing Board issued three separate orders to the LADWP for fees associated with the Owens Lake dust control project. LADWP objected to some of the fees (totaling slightly over \$1 million) and filed appeals to the California Air Resources Board. LADWP did not pay the appealed fees. The District filed a lawsuit against LADWP in Kern County Superior Court and the court ordered the fees to be paid. However, the District pursued penalties against LADWP for its failure to pay the fees on time. The case was fully briefed, depositions were taken and the trial was scheduled for February 10, 2014.

The week before the trial, as a result of ongoing settlement discussions between the District and the LADWP, a settlement in the case was reached. One of the settlement terms was that, in lieu of a fine, the LADWP would make an environmental public benefit payment of \$1.35 million to the District. The relevant paragraph from the settlement agreement reads:

Environmental Public Benefit Payment

Within thirty (30) calendar days after the Court's entry of the Stipulated Judgment, the City shall make a wire transfer in the amount of one million, three hundred and fifty thousand dollars (\$1,350,000) to the District as an environmental public benefit payment (the "Environmental Public Benefit Payment"). The District shall use up to \$150,000 of this

Consideration of \$1,350,000 Environmental Public Benefit by the Los Angeles Department of Water and Power for Solar Power and Air Pollution Reduction Projects within the District

Attachment 3

payment to provide funding for solar power to six public service districts in the Owens Lake area: Keeler Community Service District (CSD), Olancho Volunteer Fire Department (VFD), Cartago Water District (WD), Lone Pine VFD, Lone Pine CSD, and Pangborn WD. The District shall use \$1,200,000 of this payment to support the District's activities to reduce air pollution emissions in the District. The District shall have exclusive discretion and authority over the use of this \$1,200,000 payment as provided by law, plus any remaining funds from the solar projects described above, and the City shall not challenge or otherwise contest that use. The District does not intend to use the Environmental Public Benefit Payment for attorneys' fees, public affairs or governmental relations.

Therefore, there are two components to the payment. Up to \$150,000 is to be used to provide solar power to six public service districts (PSDs) in the Owens Lake area and the remaining \$1.2 million, plus any solar funds not used, are to be used "to support the District's activities to reduce air pollution in the District." There is no deadline for the use of the funds.

Discussion

With regard to the \$150,000 for solar projects in the Owens Lake area, the District has little say or responsibility other than to make the money available to the PSDs upon application for a qualifying solar project. District staff is not positioned to manage solar power projects for PSDs. Staff recommends that the District notify the six agencies of the available funding and make \$25,000 available to each agency upon evidence of a contract for the provision of solar power equipment. It would be possible for one or more PSDs to decline funding or transfer funding to another PSD. Staff recommends that the PSDs be given until July 1, 2015 to spend the funds. After one year, any remaining money would be used by the District for the second category of activities: "to reduce air pollution emissions in the District."

With regard to the \$1.2 million to reduce air pollution in the District, the Board has considerable discretion as to how to spend this money. As long as projects support the District's efforts to reduce air pollution in Alpine, Mono and/or Inyo Counties, there are no limitations. (It should be noted that solar power projects would not qualify (except for Kirkwood), as all power generated in the District is hydroelectric or geothermal and solar power does not reduce air pollution in the District.) However, staff recommends that the money be spent on projects that give the largest possible air pollution reductions for the money spent ("biggest bang for the buck" or lowest cost/benefit ratio). Staff sees three general methods of reducing air pollution with the available funds. The Board could select one or a mix of these approaches:

1. Block grants to each of the District agencies – Similar to the CAPP block grants that awarded grants of \$10 per capita, the Board could allocate the funds to the four District agencies with the simple requirement that each agency use the money to reduce air pollution. The District would condition the grant on the receipt of a work plan and follow-up report that documents the projects completed, their cost and the amount of air pollution reduced. The money could be made available up front or to reimburse costs after the fact. The Board would determine the amount to be awarded to each agency.

Attachment 3

2. Open grant applications – This would be similar to the non-block grant portion of the CAPP project where the District solicited open applications for projects and awarded the money on the basis of air pollution reduction. This approach has relatively high project management costs and could not be carried out with existing District staff. However, like the CAPP program, the District could hire a temporary project manager.
3. Targeted project(s) – The Board could decide to make the money available to one or more pre-specified types of projects, such as woodstove replacements or unpaved parking lot pavement. This would simplify project administration and the Board could pick projects that have good cost/benefit ratios.

Based on the results of the CAPP program, staff believes woodstove replacements and projects that control dust with water or pavement have the best cost/benefit ratios. If you factor in the proximity of air-breathers to the air pollution source, woodstove replacements probably result in better public health protection than other projects since they help those that may not otherwise be able to afford to upgrade their woodstoves and they protect our residents where they live and breathe. In addition, the CAPP project manager has developed a very efficient woodstove replacement program that could be implemented immediately.

Alternatives

A mix of one or more of the approaches discussed above should be selected by the Board. If the Board decides on the block grant approach, it should specify the amount of money to be allocated to each agency. If the Board selects projects that will require project management, it should discuss continued retention of the CAPP project manager whose contract expires on July 1.

Staff Recommendation

No recommendation.

1404161

Theodore D. Schade
Air Pollution Control Officer



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211

BOARD REPORT

Mtg. Date: July 7, 2014

To: District Governing Board

From: Theodore D. Schade, Air Pollution Control Officer

Subject: Consider release of environmental public benefit funds to the Town of Mammoth Lakes and five public service districts in the Owens Lake area to support activities to reduce air pollution emissions in the District utilizing environmental public benefit funds

Background

In February 2014, the District and the Los Angeles Department of Water and Power settled a lawsuit brought by the District against LADWP for failure to pay ordered fees on time. One of the conditions of the settlement was that the LADWP would make an “environmental public benefit payment” in the amount of \$1,350,000 to the District. The payment was received on time and at the Board’s May 5, 2014 meeting, the Board divided the money between the District’s four member agencies and the six public utility districts in the Owens Lake area as follows:

Alpine County	\$ 115,842
Inyo County	\$ 615,259
Mono County	\$ 193,936
Town of Mammoth Lakes.....	\$ 274,963
Keeler Community Service District (CSD)	\$25,000
Olancha Cartago Fire Department (VFD).....	\$25,000
Cartago Water District (WD).....	\$25,000
Lone Pine VFD	\$25,000
North Lone Pine Mutual WD.....	\$25,000
Lone Pine CSD	\$25,000
TOTAL.....	\$1,350,000

Community Service Districts

The District’s settlement agreement with LADWP requires \$150,000 be used to provide solar power to the six public service districts listed above. Highpoint Solar, a licensed solar power contractor in Mammoth Lakes, has been working with the six districts to develop solar power projects that fit within the budget. Five of the six districts are interested in pursuing projects. The Lone Pine CSD (Lone Pine sewer) has declined to participate. Therefore, the \$150,000 in available funds would now be split five ways, or \$30,000 to each CSD. Highpoint Solar has developed a turnkey proposal for a

Consider Release of Environmental Public Benefit Funds to Alpine, Inyo and Mono Counties,
the Town of Mammoth Lakes and Public Service Districts in the Owens Lake Area to
Support Activities to Reduce Air Pollution Emissions in the District

Attachment 4

5.2kW DC solar system for each of the CSDs. The total cost is \$30,000 per system. An example proposal is attached for the Cartago Water District. Staff requests that the Board authorize release of the funds to the five participating districts upon evidence of an executed contract for the work.

District Member Agency Allocations

The remaining \$1,200,000 in environmental public benefit funds have been allocated by the Board to the District's four member-agencies as detailed above. In May, the District notified each of the agencies of their award and requested each Board/Council take formal action to approve qualifying projects that will "reduce air pollution emissions in the District." The notification letter is attached. It is important to remember that the settlement with LADWP gives the Great Basin Board "exclusive discretion and authority over the use of this \$1,200,000 payment." Staff takes this to mean that the Great Basin Board must approve the projects proposed by the member agencies. In addition, as the agreement requires that the projects "reduce air pollution emissions in the District," the projects must reduce actual current air pollution emissions. Staff would argue that projects that might reduce speculated future emissions, like fire safety projects, would not qualify.

The letter to the agencies notified them that District staff would take the first round of project approvals to the District Board at its July 7 meeting. As of the June 23 materials submittal deadline for items for that meeting, the District received only one official proposal. On June 4, 2014, the Town of Mammoth Lakes adopted Resolution 14-23 (attached) which proposes to use the settlement money to continue the woodstove replacement program. The resolution proposed a contingency project of replacing an existing street sweeper. Both of these projects are cost-effective methods of reducing existing air pollution. Staff requests that the Board immediately authorize the release of funds to the Town of Mammoth Lakes for the proposed woodstove replacement project with replacement of an existing street sweeper as a contingency project.

Staff will bring project proposals from the District's three member-counties to the Board for approval at a subsequent meeting after they are received and reviewed by staff.

Staff Recommendation

Staff recommends:

1. That, upon evidence of executed contracts for the work, the Board authorize release of \$30,000 each to the Keeler CSD, Olancho Cartago VFD, Cartago Mutual WD, Lone Pine VFD, and North Lone Pine Mutual WD.
2. The Board immediately authorize the release of funds to the Town of Mammoth Lakes for the proposed woodstove replacement project with replacement of an existing street sweeper as a contingency project.

Enc.

1404161

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of *March, 2016* an order was duly made and entered as follows:

CAO-Great Basin EPB
Grant Funds
Extension and
Re-allocation

The County Administrator provided additional information and further justification for the recommendation to extend and re-allocate the County's Great Basin Unified Air Pollution Control District Environmental Public Benefits Fund block grant. He explained that work on one of the Projects, The Veterans Walking Path in Big Pine, is proceeding but should that project not come to fruition the County wants to ensure that the funding for that project and the savings identified from other projects that were completed with costs savings, are reallocated to other County authorized projects. Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to A) approve changes and re-allocation of funds for the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefits (EPB) Fund block grant and approve the request of an extension until December 31, 2016 in order to fully expend the EPB grant; and B) authorize the County Administrator to sign and transmit the letter and project list to GBUAPCD. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 8th

Day of March 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Patricia Gunsolley

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	X _____
Other	_____
DATE: March 9, 2016	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Great Basin Unified Air Pollution Control District Environmental Public Benefits Fund Block Grant

DEPARTMENTAL RECOMMENDATION:

Request your Board: A) Approve changes and re-allocation of funds for the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefits (EPB) Fund block grant and approve the request of an extension until December 31, 2016 in order to fully expend the EPB grant; and B) Authorize the County Administrator to sign and transmit attached letter and project list to GBUAPCD.

SUMMARY DISCUSSION:

On November 17, 2014 your Board approved a list of projects that Inyo County would submit to GBUAPCD for their Environmental Public Benefits (EPB) Fund Block Grant to reduce air pollution. GBUAPCD approved Inyo County's request at its March 16, 2015, Governing Board Meeting, giving the County until December 31, 2016 to finalize all of the projects and expend the funds. GBUAPCD did state, however, that if more time was needed, a request for an extension could occur through March 31, 2016, if the County submitted a letter and a status report of all projects. Staff submitted a letter to request the extension, and update the project list on December 28, 2015, and was granted an extension through March 31, 2016. After further review and updates to the project list, it has become apparent that another extension is needed, and a request for funds to be re-allocated may also be needed, as the estimates for the projects are coming in lower than anticipated for some, and higher for others. GBUAPCD is requesting an updated list and extension request from Inyo County by March 11, 2016.

One of the projects that was approved by both your Board and GBUAPCD was the paving of the Veteran's Path in Big Pine. Unfortunately, there is no way that this project will be finalized by March 31st. Staff is currently working with Los Angeles Department of Water and Power (LADWP) to move forward, but there are several steps to complete before the project can begin. The first step is to execute a Right of Entry Agreement, which looks promising. Once this occurs the County will complete plans for the project, which will also need to be approved by LADWP. After that, a Memorandum of Understanding (MOU) specifying a series of next steps will need to occur to start and complete the work. Staff is optimistic that this will all move forward so that the project can be completed. If the Veteran's Path Project cannot be completed, for whatever reason, the County wants to be able to utilize the funds designated for the project to another eligible project.

In addition to the above issue, several of the approved projects have been completed and the amounts have differed from what was originally requested/approved. Staff is requesting that you approve an updated list that re-allocates some of these funds in order to fully utilize the grant. If your Board approves this updated list with the additional projects and funding, staff will transmit this updated list with the extension request back to

GBUAPCD by March 11, 2016, in order for their Governing Board to review and approve at their April 13, 2016 meeting.

Following is the list that was originally approved by GBUAPCD, and the status of the projects:

Project	Estimated Cost	Completion Date	Actual/Projected Cost
Inyo County Jail HVAC Replacement	\$40,900	In Process	\$40,900
Statham Hall Heater Replacement	\$10,500	11/2015	\$11,868
South Street County Services Bldg Window Replacement	\$20,300	11/2015	\$22,871
South Street County Services Bldg Insulation	\$10,300	11/2015	\$5,100
Inyo County Jail Water Heater & Boiler Replacement	\$15,300	06/2015	\$7,074
Inyo County Board of Supervisors Meeting Webcast	\$60,000	In Process	\$88,000
Inyo County Teleconferencing/Teletraining Rooms	\$110,000	In Process	\$43,020
Sheriff's Sub Station Parking Lot Paving	\$75,000	11/2015	\$83,967
Big Pine Veterans Path Paving	\$22,700	In Process	\$22,700
Big Pine Veterans Parking Lot	\$111,650	In Process	\$111,650
Wood Chipper for South County Recycling Program	\$20,000	In Process	\$20,000
CARB Compliant Landfill Equipment	\$118,609	02/2016	\$118,609
TOTAL	\$615,259		\$575,759

It is both the goal of GBUAPCD and Inyo County to fully expend the grant on projects that reduce air pollutant emissions. With that goal in mind, staff is requesting the addition of the following items for the current unspent funds:

Big Pine Town Hall Upgrade to Heater in Bar Room	\$5,000
Bishop South Street HVAC Replacement	\$15,000
Independence Juvenile Hall Classroom HVAC Replacement	\$9,000
Bishop Progress House – Install (2) new propane heaters, replacing (2) electrical heaters	\$5,000
Bishop Progress House – Upgrade Attic Insulation	\$5,500
TOTAL	\$39,500

The last item is for an alternative project if the Big Pine Veteran's Path does not get approval to move forward, using the funds that are remaining from the Parking Lot and Path funds:

Paving of lot by the Diaz Lake Handicap Boat Ramp	\$78,625
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ALTERNATIVES:

Your Board could choose not to approve the requested extension and addition of projects, leaving the grant funds unspent resulting in having to send the unused funds back to GBUAPCD.

OTHER AGENCY INVOLVEMENT:

Public Works, Planning and Information Services

FINANCING:

Funds were provided by GBUAPCD through the Environmental Public Benefits Block Grant Program.

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

DEPARTMENT HEAD SIGNATURE:

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

 _____ Date: 03-02-2016

KEVIN D. CARUNCHIO
County Administrative Officer



VOX: (760) 878-0292
FAX: (760) 878-0465
kcarunchio@inyocounty.us

COUNTY OF INYO
ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

March 8, 2016

Phil Kiddoo
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537

Subject: Environmental Public Benefit Funds (EPB)

Dear Mr. Kiddoo:

Recently we requested an extension of the Environmental Public Benefit Funds until March 31, 2016, which you approved on January 4, 2016. Since that time there have been a few issues in regards to the Veteran's Trail Project in Big Pine. We would like to request an additional extension and the re-appropriation of some of the funds, as there have been over or under-expenditures related to several of the approved projects.

In regards to the Veteran's Trail Project in Big Pine, we are currently working with Los Angeles Department of Water and Power (LADWP) to execute a Right of Entry Agreement. If this moves forward, which I am hopeful it will, the next step would be getting approval of the plans from LADWP. If that moves forward, the last step would be the need to execute an MOU with LADWP and the start and completion of the work. Due to this process, we would like to request an additional extension to complete this project. Additionally, if this project fails to move forward, there would be approximately \$78,625 that would need to be allocated to a different project.

Currently most of the projects have been completed and/or are close to completion and final expenditures have been calculated on most of them. There is approximately \$39,500 of unspent funds that we would like to re-allocate to different projects.

Attached is a list of current/approved projects with the expenditure amounts, a list of projects to expend the remaining funds on, and one alternate project to be completed if the Veteran's Trail Project in Big Pine fails to move forward. Additionally we have attached the Board Order

showing approval of these changes/requests by our Board of Supervisors on Tuesday, March 8, 2016.

We would also like to request an extension for the expenditure of the grant until December 31, 2016, which should provide ample time to complete the remaining projects.

If you have any questions about the report or the status of the projects please contact Denelle Carrington, Inyo County Budget Analyst. Her email is dcarrington@inyocounty.us and her direct line is 760-878-0262.

Thank you for your consideration.

Sincerely,

Kevin D. Carunchio
County Administrator

Cc: Inyo County Board of Supervisors

INYO COUNTY EPB STATUS REPORT / ADDITIONAL REQUESTED PROJECT LIST - March 8, 2016

Project	Description	Status (date finalized, in process, out to bid, etc.)	If not Complete, Date to be completed	Amount Expended/To Be Expended	Great Basin Budget
Inyo County Jail HVAC Replacement	Replacement of (2) 11 ton and (1) 5 ton roof mounted electric/propane HVAC units with more efficient units to improve energy efficiency and air quality (including reducing leakage of ozone depleting substances from outdated HVAC)	In Process	March, 2016	\$ 40,900.00	\$ 40,900.00
Statham Hall Heater Replacement	Replacement of (5) early 1970's model of Reznor heater and (1) Hastings HVAC units with more efficient heating system to improve energy efficiency and air quality.	Completed November 2015		\$ 11,868.00	\$ 10,500.00
South Street County Services Building Window Replacement	Replacement of 32 aluminum frame single pane windows with high efficiency insulated double-paned windows, resulting in a minimum of 10% energy savings by reducing heating and cooling needs	Completed November 2015		\$ 22,871.00	\$ 20,300.00
South Street County Services Building Insulation	Retrofit insulation to increase the rating from R11 to R40. Improving energy savings by approx 20%, and reducing heating and cooling needs.	Completed November 2015, still waiting for billing completion		\$ 5,100.00	\$ 10,300.00
Inyo County Jail Water Heater and Boiler Replacement	Replacement of boiler and water heater with 20% more efficient rapid recovery units. Project will improve energy efficiency and air quality, and will result in long-term energy savings	Completed before June 2015 Deans Plumbing & Heating		\$ 7,074.00	\$ 15,300.00
Inyo County Board of Supervisors Meeting Webcast	Implement webcast for residents to participate in Board of Supervisor meetings remotely, thus reducing the need for residents to drive from across Inyo County to Independence	Hardware and Software acquired. Software configuration in progress and expected to be functional January 2016. Hardware tentatively scheduled for implementation January 2016. Estimated Project completion date: January 2016.	January, 2016	\$ 88,000.00	\$ 60,000.00
Inyo County Teleconferencing Teletraining Rooms - Bishop and Independence	Install teleconferencing equipment at County offices in Bishop and Independence. The project will reduce considerable travel between County facilities for meetings and trainings, as well as reduce the need to travel out of the area.	Hardware evaluation in progress.	February, 2016	\$ 43,020.00	\$ 110,000.00
Sheriffs Sub Station Parking Lot Paving	Paving approximately 10,390 sq. ft. of unpaved dirt parking lot. Will reduce measurable amounts of Lone Pine and OVPA dust and improve existing parking conditions for employees and residents.	Completed November 13, 2015		\$ 83,967.00	\$ 75,000.00
Big Pine Veteran's Path Paving	Paving approximately 13,360 sq. ft. of unpaved dirt path connecting existing campground to services and Veteran's memorial in Big Pine. Also fully reconstruct existing unpaved parking.	Phase 1 Completed October 2015 Phase 2 is in design	Estimation completion by end of March 2016.	\$ 134,350.00	\$ 134,350.00

INYO COUNTY EPB STATUS REPORT / ADDITIONAL REQUESTED PROJECT LIST - March 8, 2016

Acquisition of California Air Resources Board (CARB) Compliant Landfill equipment	Replace 1971 Caterpillar 920 Front End Loader with 2015 Bull Dozer (change approved by Great Basin from a Loader to a Bull Dozer), in order to meet the 2019 CARB requirements.	On order, being built now, should arrive in mid-February	February, 2016	\$ 118,609.00	\$ 118,609.00
Acquisition of Wood Chipper for South County Recycling Program, Lone Pine	Purchase a wood chipper for use at the Southern Inyo County landfills so the Recycling and Waste Management Department will reduce measurable amounts of OVPA dust while increasing diversion of green materials by using chipped wood on approx. 3,000 sq ft of unpaved roadways and other potentially dust emitting areas of the landfill.	Bids Received and evaluated, needs to go to Board for Permission	February, 2016	\$ 20,000.00	\$ 20,000.00
				\$ 575,759.00	\$ 615,259.00

Additional Requested Projects	Project Description	Estimated Cost
Big Pine Town Hall Heater Upgrade	Replacement of 1 early 1960's model of Gaffner/Sattler-200,000 BTU propane forced air furnace with 2 Rinnai EX38P propane wall heaters. 1 will go into the bar area and 1 in the meeting room allowing for 80% efficient programmable heating for each room. Current and future heating fuel is propane, which will result in long-term savings. The project reduces measurable amounts of air pollution and energy use in the Owens Valley and beyond.	\$ 5,000.00
Bishop South Street HVAC Replacement	Replace of 1 early 1960's model of York - 3 Ton Heat Pump with (1) 3 Ton heat pump 80% efficient. The project will result in long-term energy savings and complete the energy upgrade of the South Street Services Building - HVAC replacement, energy efficient windows and attic insulation.	\$ 15,000.00
Juvenile Hall Classroom HVAC Replacement	Replacement of 1 - 1960's model Lenox HVAC with an 80% efficient propane heating/AC unit. This is a more efficient heating and cooling system to improve energy efficiency and air quality. Current and future heating fuel is propane. The project reduces measurable amounts of air pollution and energy use in the Owens Valley and beyond.	\$ 9,000.00
Progress House, Bishop	Replace 4 - thermador electric heaters - 240/2000 watt with 2 Rinnai - EX38P 80% efficient wall heaters. Current heating fuel is electric, future heating fuel will be propane used to heat all of the common areas of Progress House. This project will result in measurable amounts of reduced air pollution and energy use in the Owens Valley and beyond as well as long term savings and a more comfortable living environment for residents.	\$ 5,000.00

INYO COUNTY EPB STATUS REPORT / ADDITIONAL REQUESTED PROJECT LIST - March 8, 2016

Progress House, Bishop	Adding 12" of blow in fiberglass insulation in the attic area increasing the R-Value to R-40 to improve energy savings by approximately 20% and reducing heating and cooling needs which reduce air pollution and energy use in the Owens Valley and beyond.	\$ 5,500.00
		\$ 39,500.00

Alternate Project if Veteran's Path can not be completed

Project	Project Description	Estimated Cost
Diaz Lake Handicap Boat Ramp Parking Lot	Pave the dirt lot adjacent to the Diaz Lake Handicap Boat Ramp. Will reduce measurable amounts dust and provide ease of access for residents using this ramp.	\$ 78,625.00



**COUNTY OF INYO
BOARD OF SUPERVISORS**

NOTIFICATION FROM THE MEETING OF October 27, 2015
OF THE INYO COUNTY BOARD OF SUPERVISORS

TO: File

BofS/B P Veterans
Path Project

Fourth District Supervisor Mark Tillemans reported on the Big Pine Veteran's Memorial Pathway, explaining that today's presentation is to bring the Board up to date on the project, and that there is no action being requested at this time. The Board heard from Big Pine Residents, Rick Fields, Walt Sharer and Bud Jasper who provided additional information regarding the Path and who talked about how they hoped the County could help the community of Big Pine get this project completed to honor our Veterans. The Board, members of the audience and staff discussed the LADWP conditions that are being placed on the project.

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

by: Patricia Gunsolley
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:30 a.m. Closed Session Informational

FROM: Fourth District Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: October 27, 2015

SUBJECT: Big Pine Veterans' Path Presentation

DEPARTMENTAL RECOMMENDATION:

Request your Board receive presentation regarding proposed Big Pine Veteran's Path Project.

SUMMARY DISCUSSION:

This morning, Rick Fields, Walt Sharer and Bud Jasper will make a presentation regarding the proposed Veteran's Path Project in Big Pine. This is an approximately 1,000-foot pathway that would be constructed on Los Angeles Department of Water and Power (LADWP) property along the western edge of the Big Pine re-greening project connecting the north end of town with the Veterans Memorial at the Glacier View Campground.

It was originally proposed that, if LADWP was willing, LADWP agree to construct the project using Department forces on Department land. The County and LADWP could enter into a simple agreement - similar to what was used on Division Creek - for the County to reimburse LADWP for the cost of the project up to an agreed upon estimate. Once constructed, American Legion Post 457 of Big Pine would be willing to accept a License Agreement from LADWP to operate and maintain the pathway.

Alternately, if LADWP was not willing to construct the project using its forces, but would allow it to proceed, then the County could construct the project if LADWP would (1) grant the County a License Agreement to construct the pathway, AND (2) LADWP issued a License Agreement to the American Legion to operate and maintain the pathway.

Funding for the project - estimated to cost approximately \$35,000 - was sought and obtained through the Great Basin Unified Air Pollution Control District Block Grant Funding and is included in this year's County Budget. Additionally, if the pathway can be constructed using recycled rubberized asphalt, the County has obtained a \$26,700 grant from CalRecycle that can also be used for the project.

Recent discussions with LADWP indicate that LADWP will work with the County to develop the project, and LADWP is willing to perform construction of the pathway on City of Los Angeles owned land, but with the following conditions:

- The County is the project lead
- LADWP would lease to the County (not the American Legion) the area between the highway and the re-greening project.
- The County (not the American Legion) would be responsible for any maintenance and operations costs and be responsible for all liability.
- The County will need to perform all environmental and permitting work.
- The County would initiate the process to obtain all environmental clearances and permits and submit a proposal to LADWP. Caltrans, zoning, and permits from CDFW, Lahontan, Great Basin APCD and others may be necessary.
- The County would perform design of the project. This would need to be done in close coordination with the LADWP to avoid possible oversights such as constructability, interference with the re-greening project, other resources or infrastructure, availability of materials such as asphalt, etc.

- There may be ADA and possible grant requirements associated with the project and the County must ensure the project meets these requirements.
- The County would reimburse LADWP the costs of construction on City owned lands.

County staff and I are in the process of meeting with LADWP to more fully understand these requirements which, in addition to potentially increasing project costs, confer much greater liability to the County.

The reason for today's presentation is to provide your Board with a better understanding of the project, and the community's desire to see it constructed, since LADWP's current stance may require your Board to consider actions in the future that could result in greater County involvement in, and responsibility for the project than previously identified (e.g., simply funding its construction).

It should be acknowledged that even if your Board indicates a willingness to take a greater role in the project, as is being proposed by LADWP, when the details are worked out, the terms required by LADWP (such as those pertaining to liability being sought by LADWP for its written permission to use County campgrounds in the Adventure Trails Program) could preclude the County from being able to move forward with the project

ALTERNATIVES:

Your Board could choose not to support the project, or seek alternatives such as working with CalTrans to construct the pathway on its right-of-way.

OTHER AGENCY INVOLVEMENT:

American Legion Post 457 and, likely, Los Angeles Department of Water and Power or, possibly, CalTrans.

FINANCING:

There is Great Basin block grant funding and a funding from a CalRecycle recycled rubberized asphalt grant included in this year's Budget to fund the cost of the project as initially estimated.

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

DEPARTMENT HEAD SIGNATURE:

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

Mark Tillman

Date: _____

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

January 15, 2016

Mr. Joshua Hart
Inyo County Planning Department
P.O. Drawer L
Independence, CA 93514

Dear Mr. Hart:

Subject: Right of Entry for Veteran's Walking Path

Enclosed are three copies of a Right of Entry granting the County of Inyo (Inyo County) permission to enter City of Los Angeles property located at 500 N. Main Street, 600 N. Main Street, and 700 N. Main Street to perform preplanning evaluation work to determine the feasibility and development of Inyo County's public project commonly referred to as the *Veteran's Walking Path*. If the Right of Entry meets with Inyo County approval, please have all three copies signed, and return them and the administrative fee of \$50.00 to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. After the Right of Entry has been approved, a fully executed copy will be returned to you.

The Los Angeles Department of Water and Power (LADWP) supports Inyo County's desire to develop this project and is willing to collaborate with Inyo County with the following understanding:

Inyo County will need to perform the necessary preplanning work to present a viable project to LADWP for evaluation. This shall include Inyo County evaluating environmental impacts and performing necessary CEQA documentation and compliance, designing and engineering (with input from LADWP to avoid impacts to LADWP operations) a pedestrian walking path to public code standards, obtaining all required permits from federal, state, and local agencies, and presenting the project to LADWP with 30% design plans for final evaluation and input.

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com

Mr. Joshua Hart
Page 2
January 15, 2016

Upon obtaining LADWP approval of the project proposal, a Memorandum of Understanding (MOU) will be prepared that will include in part the following:

- Inyo County is the project lead.
- Inyo County will be responsible for any maintenance and operations costs.
- Inyo County is responsible for all liability.
- LADWP is willing to assist Inyo County in the construction phase of the project with the understanding that Inyo County will reimburse LADWP for its construction costs.
- Inyo County will negotiate to purchase a right-of-way from the City of Los Angeles, which shall be subject to approval by the LADWP Board of Commissioners and Los Angeles City Council.
- Inyo County will support the removal of ranch lease property from the area impacted by the Veteran's Walking Path (area between Highway 395 and the greening project).

The MOU will be subject to approval by the Inyo County Board of Supervisors and the LADWP Board of Commissioners.

If there are any questions in regards to this letter, or to the Right-of-Entry, please write to the office at 300 Mandich Street, Bishop, California, 93514, or you may contact Mr. Donald S. McGhie, Senior Real Estate Officer, at (760) 873-0248.

Sincerely,



James G. Yannotta
Manager of Aqueduct

DSM:kms
Enclosures
c: Donald S. McGhie
Real Estate



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Parks & Recreation

FOR THE BOARD MEETING: February 6, 2018

SUBJECT: Discussion and Direction Regarding Reserving Campgrounds

DEPARTMENTAL RECOMMENDATION:

Discuss and provide direction regarding requests to reserve an entire county campground.

SUMMARY DISCUSSION:

From time to time, the Parks and Recreation Department receives requests from individuals or groups to reserve an entire County campground. Given the current wording in the County ordinance code and to assure compliance with the code; staff is requesting that your Board review and clarify the policy regarding these reservations.

The current ordinance (12.18.010) states: "County parks and building facilities may be made available for the exclusive use of persons or groups, for a limited period, upon issuance of a use permit and payment of designated fees, subject to rules and regulations contained herein and in park regulations." Further on the ordinance states: "Campground facilities shall not be closed to the general public" (12.18.020E). This wording can easily be interpreted that the department should never accept requests to reserve an entire campground.

Despite the wording in the ordinance a few requests have been granted in the past. Requests are only considered if they come in several months in advance. Each request was referred to your Board for approval and the party reserving the campground has been required to pay a fee of \$525 per day plus a \$500 refundable deposit. This is consistent with the policy for "Special Events" at parks.

Presently, campsites at every campground are available to be reserved through reserveamerica.com. At each campground a certain number of sites are not in the reserveamerica inventory but rather are available for "walk on" campers. If a process is not established to reserve an entire campground, anyone wishing to do so can make individual reservations at every reserveamerica campsite and then attempt to secure the walk on sites, if available.

Allowing for a full campground reservation can be very convenient for a group and enhance their experience. However, reserving an entire campground locks out other members of the public. As such, it may not be desirable, especially during peak times.

If your Board chooses not to allow full campground reservations no change to the ordinance code will be needed. Staff will take your direction and act accordingly. If your Board wishes to allow the practice an ordinance change will be developed and presented to your Board for consideration. At that time a recommendation regarding fees will be included. As it stands now, the fee is the same regardless of which campground is reserved. Since our campgrounds range from 22 campsites to over 200 at Diaz Lake a flat fee does not seem appropriate.

ALTERNATIVES: Your Board may determine that other options regarding entire campground reservations are warranted.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: Revenues accrue to the Parks and Recreation budget.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Richard J. Brown

Date: *1/19/18*

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: Recycling & Waste Management

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Proposed Agreement with Paradigm Software

DEPARTMENTAL RECOMMENDATION:

Request your Board approve entering into the attached agreements with Paradigm Software in the amount of \$24,200 for the purchase of landfill gatehouse software and contingent upon obtaining all required signatures, authorize the Chairman to sign.

SUMMARY DISCUSSION:

Last summer the scale at the Bishop landfill was put into service. Gate fees were adjusted and now all vehicles are weighed in and out of the landfill to determine the amount of waste being disposed. This was a substantive change in our practices. Currently, there are many manual steps in the transaction process including charge calculations by the gate attendants. The process is slow and subject to human error. Therefore each transaction is manually reviewed at the County office. The only way to fully utilize the scale and provide the level of service expected by the public is by acquiring and integrating gatehouse software.

A request for proposal was issued by the Waste Management Department to identify vendors to provide software for our gatehouse operations. Two firms responded to our proposal request; Carolina Software based in Wilmington, North Carolina and Paradigm Software in Cockeysville, Maryland. Gatehouse software is a mature industry and has been utilized throughout the country for over 20 years. As such, the solutions offered by both companies were very similar. Both companies have an excellent reputation and service hundreds of municipalities throughout the United States. Without question, either company would provide the County with a fully functional product and greatly enhance our operations.

After reviewing both proposals staff is recommending that the County accept the proposal from Paradigm Software. The difference in price between the two proposals is minimal; however, in the opinion of staff, the proposal submitted by Paradigm reflected a thorough understanding and better meets the County's needs. Additionally, the ongoing maintenance fees from Paradigm are lower than the competing proposal.

Upon installation, the gatehouse software will automate many functions currently done manually. The software fully integrates the gatehouse scale with billing and reporting functions. The software will allow the gate attendant to record the weight in and out of a vehicle, calculate charges and transmit that information to the central office. The software will then allow staff to generate invoices, track payments and produce reports in compliance with CalRecycle regulations. The department has been exploring moving to a cashless environment. This software is completely compatible with credit card transactions.



Attached are three contracts comprising the entire agreement with Paradigm. The System Implementation Agreement covers the 10 year license, installation and initial training at a cost of \$23,500. The Support Services Agreement provides for annual maintenance costing \$2,550. The Escrow Agreement is optional and only becomes effective if the source code is to be released to the County. The Escrow Agreement has an initial cost of \$700 and \$200 annually, thereafter.

ALTERNATIVES:

Your Board may choose to not enter into an agreement for landfill software. Operations at the landfill will remain as they are. If the agreement with Paradigm is not approved your Board may wish to direct staff to revisit the proposal from Wasteworks or rebid for the service.

FINANCING:

Funding for gatehouse software was included in the approved 2017-18 Recycling & Waste Management Budget. (045700, 5177)

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>01/23/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>1/24/18</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: _____
N/A	

DEPARTMENT HEAD SIGNATURE:

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



Date: _____

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described on the attached Purchase Price and Payment Schedule (the "Hardware"), in addition, PARADIGM agrees to deliver and install the proprietary software described on the attached Purchase Price and Payment Schedule (the "Software"), and to grant to the customer identified below (the "CUSTOMER") a license to use the Software as set forth below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relative to installation, training, conversions, interfaces and other matters, all in accordance with the schedules and attachments listed below and the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein. PARADIGM standard support services are governed by the Paradigm Standard Support Services Agreement.

THIS AGREEMENT INCLUDING ALL OF ITS TERMS AND CONDITIONS AND ALL OTHER ATTACHMENTS, IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE FOLLOWING PAGES. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below:

Customer:

COUNTY OF INYO, CA:

163 May St
Bishop, CA 93514

By: _____
Chairman, Board of Supervisors

Date: _____

Approved as to form

By: _____
County Counsel

Date: 01/28/2018

Accepted by:

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Date: 01/19/2018

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES AND PAYMENT.** CUSTOMER agrees to pay the charges specified in the schedules and attachments hereto as and when due. If PARADIGM provides services not expressly agreed to herein or in the schedules or attachments, CUSTOMER will be charged and agrees to pay, for them at PARADIGM's then current rate. CUSTOMER agrees to pay a finance charge equal to one and one-half percent (1 1/2%) per month on all amounts not paid within thirty (30) days from the date of invoice. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) upon the sale or delivery of items purchased or licensed. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.
2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
3. **TRAINING.** PARADIGM shall provide standard training in the use of the Hardware and Software according to the Purchase Price and Payment Schedule section of this Agreement. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.
4. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CUSTOMER completes the above training. The Hardware Schedule shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the applicable manufacturers, as set forth on the Manufacturer Supplement attached hereto. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions.
5. **SECURITY.** PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CUSTOMER, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.
6. **CONFIDENTIALITY.** PARADIGM shall not disclose any confidential information concerning CUSTOMER or its affairs, unless required by law. CUSTOMER shall not disclose any of the terms of this Agreement to any person unless required by law. If required to disclose any such information, PARADIGM or CUSTOMER, as appropriate, shall give the other advance notice as soon as reasonably possible.

7. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

8. GRANT OF LICENSE. Subject to the terms and conditions set forth in this Agreement, and effective upon acceptance of this Agreement, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

9. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein. If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM and is currently covered under a valid Paradigm Standard Support Services Agreement, the term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term, unless CUSTOMER gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial term. CUSTOMER shall pay a renewal license fee in an amount equal to fifty percent (50%) of the applicable license fee specified on the Purchase Price and Payment Schedule plus any cumulative adjustments for the Consumer Price Index, which shall be due and payable immediately upon commencement of the renewal term. If customer purchases a "Version Upgrade" at any time during the initial term of license, then the term shall automatically extend for one (1) additional ten (10) year term commencing with the completion date of the upgrade, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person (increased annually by C.P.I.). The cost of services may be adjusted each year in the manner described herein, in accordance with changes in the Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI").

10. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

11. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

12. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation (“IP”) as may be provided by PARADIGM under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.

13. INDEMNITY. PARADIGM will, at its sole cost, indemnify, hold harmless and defend CUSTOMER against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights, and will survive the termination of this Agreement. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

14. LIMITATION OF LIABILITY. PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES PURSUANT TO THIS AGREEMENT, LESS A PRO RATA ABATEMENT OF SUCH FEES FOR EACH FULL OR PARTIAL MONTH OF THE FIRST SIXTY (60) MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT.

15. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CUSTOMER's site, when operated as recommended. PARADIGM will design, and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

16. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

17. MISCELLANEOUS.

Complete Understanding. This System Implementation Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this System Implementation Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this System Implementation Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this System Implementation Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement, shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Harford County, Maryland.

Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

Inconsistency. Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.

Independent Contractors. Nothing in this Agreement shall make Paradigm and Customer partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

PURCHASE PRICE AND PAYMENT SCHEDULE

<u>Qty</u>	<u>UM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	LN	WeighStation Program License	\$5,500.00	\$11,000.00
1	EA	CompuWeigh™ Program License (concurrent user)	\$500.00	\$500.00
1	FF	Insufficient Funds / Split Payments Module	\$1,500.00	\$1,500.00
1	FF	Alerts / Rules Module	\$2,500.00	\$2,500.00
1	FF	Accounts Receivable and Aging Module	\$1,500.00	\$1,500.00
1	FF	Software Discount	(\$4,000.00)	(\$4,000.00)
1	DY	Remote Install/Training	\$1,600.00	\$1,600.00
4	DY	On-Site Install/Training (1 tech)	\$2,225.00	\$8,900.00
<u>Project Total:</u>				<u>\$23,500.00</u>

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

SYSTEM IMPLEMENTATION AGREEMENT

TERMS AND CONDITIONS PARADIGM SOFTWARE

Percentage Due:	Amount Due:
100% - Hardware Due Upon Acceptance Prior to Installation	\$0.00
40% - Due Upon Acceptance Prior to Installation	\$9,400.00
40% - Due Upon Installation	\$9,400.00
20% - Due 30 days after Installation	<u>\$4,700.00</u>
	<u>\$23,500.00</u>

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this Standard Support Services Agreement (this "Agreement") agrees to sell and provide, and the undersigned customer ("CUSTOMER") agrees to purchase and accept, in accordance with the terms and conditions set forth below, Paradigm Standard Support Services as defined herein for the computer programs licensed to CUSTOMER pursuant to a separate agreement entered into prior to or simultaneously herewith (the "System Implementation Agreement") and identified in Schedule A hereto, all in accordance with the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein.

THIS AGREEMENT, INCLUDING ALL OF ITS TERMS AND CONDITIONS IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

COUNTY OF INYO, CA:

163 May St
Bishop, CA 93514

By: _____
Chairman, Board of Supervisors

Date: _____

Approved as to form:

By: _____
County Counsel

Date: 01/23/2018

Accepted by:

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Date: 01/19/2018

STANDARD SUPPORT SERVICES AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES AND PAYMENT.** Customer shall pay the annual fee for Standard Support Services is as set forth on the Software Support Schedule to this Agreement. The fee is payable annually in advance to be made prior to the first day of renewal term. CUSTOMER will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, PARADIGM may increase its annual charges for maintenance and support annually by giving CUSTOMER at least ninety (90) days' notice prior to the affected term. CUSTOMER shall pay or reimburse PARADIGM for all out-of-pocket expenses incurred in connection with Standard Support Services, such as media, telephone, delivery and travel costs. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of items purchased or licensed or any services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.
2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER agrees to test, and if operable, accept and use all updates, amendments and alterations to the Software furnished to CUSTOMER hereunder and to install and maintain for the duration of this Agreement, a high-speed, modem or associated dialup telephone line. CUSTOMER shall allow PARADIGM continuous access to the Software via this connection for the purpose of providing Standard Support Services and will pay all telephone line use charges. CUSTOMER will provide PARADIGM with dumps as requested, and with sufficient support and test time on CUSTOMER's computer system to duplicate any conditions or problems identified by CUSTOMER or PARADIGM.
3. **COVERAGE.** The computer programs and software eligible for Standard Support Services (as defined below) are those programs described on the Software Support Schedule or attached hereto, as updated with all current amendments, alterations, enhancements, improvements and updates furnished to CUSTOMER under warranty (the "Software"). Standard Support Services shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by PARADIGM.
4. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, the term of this Agreement commences on the date specified on the Software Support Schedule and continues for one (1) year. Thereafter, the term will automatically renew for successive one (1) year periods, unless either PARADIGM or CUSTOMER gives written notice to the other of an intention not to renew at least 60 days prior to the commencement of any renewal term. The cost of services may be adjusted each year in the manner described herein, in accordance with changes in the Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI").
5. **STANDARD SUPPORT SERVICES.** During the term of this Agreement, PARADIGM will provide to CUSTOMER its Standard Support Services described in this paragraph. Subject to the license granted to CUSTOMER under the System Implementation Agreement, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations of the Software necessary to correct or solve any programming error attributable to PARADIGM which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CUSTOMER by PARADIGM pertaining to the use of the Software (the "Documentation"). Such services will be promptly provided after CUSTOMER has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:30 a.m. through 6:00 p.m. Eastern Time on weekdays, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CUSTOMER in advance in writing from time to time. Services provided in response to requests from someone other than this designee will be billed by PARADIGM on a time and materials basis. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, PARADIGM will deliver updates of the Software to CUSTOMER from time to time, without any charge other than as specified on the Software Support Schedule.

6. OTHER SERVICES. CUSTOMER agrees to pay PARADIGM's charges for services not included in Standard Support Services, computed at PARADIGM's regularly scheduled rates, together with all costs incurred in connection therewith. Investigation and research for CUSTOMER identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors are billable to CUSTOMER as such other services.

7. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement or the System Implementation Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.

8. TERMINATION. In the event of a termination of CUSTOMER's license to use the Software due to CUSTOMER's default, this Agreement shall terminate immediately. PARADIGM may terminate this Agreement in the event of default by CUSTOMER, including failure to pay the annual charge for Standard Support Services within thirty (30) days notice that the same is thirty (30) days or more delinquent. CUSTOMER may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.

9. NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

10. LIMITATION OF LIABILITY. PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE.

11. MISCELLANEOUS.

Complete Understanding. This Standard Support Services Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Standard Support Services Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Standard Support Services Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Standard Support Services Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement, and any changes or amendments thereto, shall be deemed to have been formed in the State of California, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of that State. If any part of this agreement initiates any legal or equitable action to enforce the terms of this agreement, the parties agree that the proper venue for any such action is the Superior Court of and for the County of Inyo.

Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

Inconsistency. Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

STANDARD SUPPORT SERVICES AGREEMENT

SCHEDULE "A"

Qty	UM	Description	Unit Price	Extended Price	Annual Service Charge
2	LN	WeighStation Program License	\$5,500.00	\$11,000.00	\$1,650.00
1	EA	CompuWeigh™ Program License (concurrent user)	\$500.00	\$500.00	\$75.00
1	FF	Insufficient Funds / Split Payments Module	\$1,500.00	\$1,500.00	\$225.00
1	FF	Alerts / Rules Module	\$2,500.00	\$2,500.00	\$375.00
1	FF	Accounts Receivable and Aging Module	\$1,500.00	\$1,500.00	\$225.00

Annual Service Charge:

\$2,550.00 /
Year

Commencing ninety (90) days after installation.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("PARADIGM"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "ESCROW AGENT") and the undersigned Customer ("CUSTOMER").

This Agreement governs the custody and release of source code to be held by ESCROW AGENT for certain computer software licensed to the CUSTOMER by PARADIGM. The Agreement is effective as of the date of acceptance by PARADIGM at its offices in Cockeysville, Maryland. The Agreement includes and is subject to all of the Terms and Conditions attached hereto, each of which is incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: 

Jackie W. Barlow, II
Chief Operating Officer

Date: 01/19/2018

SHAFFER, MCLAUHLIN AND STOVER, LLC:

836 South Main Street, Suite 102
Bel Air, MD 21014

By: _____

Eric E. McLauchlin
Partner/Member

Date: _____

COUNTY OF INYO, CA:

163 May Street
Bishop, CA 93514

By: _____
Chairman, Board of Supervisors

Date: _____

Approved as to form:

By:  _____
County Counsel

Date: 01/23/2018

TERMS AND CONDITIONS

1. Deposits

ESCROW AGENT has accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CUSTOMER pursuant to a written license agreement (the "License Agreement"). PARADIGM shall deposit an updated copy of the Source Code upon each general release of such updates, and each updated copy shall upon deposit be deemed the Source Code under this Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Agreement. ESCROW AGENT will hold the copy of the Source Code in safekeeping at its offices and may deliver a copy of the Source Code to CUSTOMER, but only under the conditions specified below. Upon reasonable request, and at CUSTOMER's cost, CUSTOMER may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

2. Conditions for Release

CUSTOMER shall be entitled to receive from ESCROW AGENT and to make limited use as herein provided of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CUSTOMER error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement. Any of the foregoing events is referred to below as a "Release Condition."

Upon the happening of any Release Condition, CUSTOMER may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CUSTOMER desires to have released; and (iv) be given within sixty (60) days of CUSTOMER's knowledge of happening of the applicable Release Condition.

Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by certified or registered mail, postage prepaid, return receipt requested. If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within fifteen (15) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CUSTOMER by certified or registered mail, return receipt requested, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Escrow Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, or if ESCROW AGENT is informed in the Statement that PARADIGM's denial of statements in CUSTOMER's Notice does not apply to certain applications or modules, ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CUSTOMER. Upon delivery to CUSTOMER under any circumstances, the Source Code shall become a part of the licensed software (as defined in the License Agreement) and shall be subject to all of the license and confidentiality provisions and obligations set forth in the License Agreement.

In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CUSTOMER unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CUSTOMER requesting release to CUSTOMER. The ESCROW AGENT may withhold release of the Source Code to the CUSTOMER if fees or costs owed by the CUSTOMER to the ESCROW AGENT are unpaid.

3. Payments and Fees

CUSTOMER shall pay to PARADIGM \$200.00 upon the execution of this Agreement for the establishment of an account plus \$100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM \$100.00 per calendar year for maintenance of the account.

CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT \$300.00 as an Acceptance Fee for the establishment of the account plus \$100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT an annual fee for maintenance of the account according to the ESCROW AGENT's Schedule of Fees in effect from time to time, which amount is currently \$100.00 per calendar year. CUSTOMER shall pay the Acceptance Fee at the time the ESCROW AGENT signs the Escrow Agreement. CUSTOMER shall further reimburse ESCROW AGENT for all out of pocket costs in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance.

4. Termination

It is the responsibility of the CUSTOMER to forward the annual Escrow Fee to the ESCROW AGENT. Failure of CUSTOMER to pay the ESCROW AGENT the applicable fees, within 30 days written notice of payment due, shall result in the termination of the Escrow Agreement and ESCROW AGENT's obligations under the terms thereof, in which case ESCROW AGENT shall return the Source Code to PARADIGM.

This Agreement shall terminate upon delivery of a copy of the Source Code to CUSTOMER in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code to CUSTOMER hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software maintenance obligations under the License Agreement and all other agreements.

5. Limitation on ESCROW AGENT's Responsibility and Liability

As a fiduciary, conservator, receiver or guardian of the computer disc that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the computer disc that it receives from PARADIGM, which purports to contain the Source Code. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its CUSTOMERS at the same location. However, ESCROW AGENT shall not be responsible for any loss or damage to the Source Code due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

PARADIGM and CUSTOMER shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

PARADIGM and CUSTOMER acknowledge that ESCROW AGENT has previously represented and represents PARADIGM regarding other transactions, but nonetheless enter into this agreement, consent to the representation by ESCROW AGENT of PARADIGM, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. PARADIGM and CUSTOMER acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder or to represent PARADIGM as to matters unrelated hereto.

6. Bankruptcy

PARADIGM acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). PARADIGM acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, CUSTOMER may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against PARADIGM, and unless and until the License Agreement is rejected upon written request of CUSTOMER to the Trustee, Trustee (a) shall not interfere with the rights of CUSTOMER as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Source Code from the ESCROW AGENT. If the Trustee rejects the License Agreement or this Escrow Agreement and CUSTOMER elects to retain its rights hereunder and upon written request of CUSTOMER to the Trustee, the Trustee shall provide the Source Code to the CUSTOMER.

7. Resignation

The ESCROW AGENT may resign by delivery of a 30 day written notice to both PARADIGM and the CUSTOMER. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM and the CUSTOMER received within 30 days of the date on the ESCROW AGENT's notice of resignation. If no joint direction is received within the time period outlined, the Source Code will be delivered to Heyl Oats Vogel Insurance Agency, Attention Mr. Roddy Heyl, 5420 Klee Mill Road S, Sykesville, MD 21784-9230 to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

8. Miscellaneous

Complete Understanding. This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland, and it shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: Recycling and Waste Management Program

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Consideration of waiver of fees for Lower Owens River Clean-Up Event.

DEPARTMENTAL RECOMMENDATION: Request your Board consider approval of a Resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean-Up event Saturday, February 10, 2018.

SUMMARY DISCUSSION: As a community service, The California Waterfowl Association in conjunction with several other organizations is holding a Clean-Up of the Lower Owens River event on Saturday, February 10, 2017, or, in the case of poor weather, Sunday February 11, 2018.

The organizers have requested a waiver of solid waste disposal and gate fees for waste collected at the event. The participants will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River Clean-Up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be hauled by Preferred Waste on Monday, February 12 and tracked by the Landfill Gate Attendant.

This is the fourth year for the event. Your Board waived the fees in the past and the lost revenue was minimal.

The attached resolution waives the fees as requested.

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

OTHER AGENCY INVOLVEMENT: N/A

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

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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Richard J. Brown

Date: 1/29/18

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE LOWER OWENS RIVER CLEAN UP

WHEREAS, on February 10, 2018, and/or February 11, 2018, the California Waterfowl Association and other organizations will be conducting a clean-up of the Lower Owens River; and

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

WHEREAS, Inyo County recognizes the benefit of public access to lands owned and managed by the City of Los Angeles Department of Water and Power, and desires to assist the City and public in keeping these lands clean and beautiful; and

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

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

WHEREAS, all trash and litter coming from the Lower Owens River Clean-Up will be transported by Preferred Waste and deposited in the Bishop-Sunland Landfill; and

WHEREAS, trash or litter coming from any other source will not be represented as having been collected at the Lower Owens River Clean-Up.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the California Waterfowl Association's Lower Owens River Clean-Up for a total up to \$100.

BE IT FURTHER RESOLVED that this fee waiver shall cover disposal fees for the disposal of material from February 10, 2018 to February 12, 2018.

PASSED AND ADOPTED on this 6th day of February, 2018, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

34

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 6, 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)

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

Date: 01-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

 35

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

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

FOR THE BOARD MEETING OF: February 6, 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 <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: 01-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

 36

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 6, 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)

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

Date: 01-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

 37

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: February 6, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 01-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: February 6, 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)

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

Date: 01-26-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 39

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

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

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meetings of December 19, 2017, January 2, 2018, January 9, 2018, and January 16, 2018, and the special Board of Supervisors meeting of December 21, 2017.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 01/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

40

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time 11:00a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Zone Reclassification 2017-04/Short-Term Rentals.

RECOMMENDATION:

1. Conduct a public hearing on a proposed Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 18.73 Short Term Rental of Residential Properties located in the One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Rural Residential Starlite Estates (RR- Starlite), and the Open Space Zone (OS) (Attachment 1);
2. Approve a Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Finding the Proposed Project Exempt from the Requirements of The California Environmental Quality Act, and Making Certain Findings with Respect to and Approving Zone Text Amendment No. 2017-04 Inyo County" (Attachment 2);
3. Introduce and waive further reading of the above referenced Ordinance approving ZR 2017-04/Short Term Rentals and schedule the enactment for 11:00a.m., Tuesday, February 13, 2018 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION:

Short Term vacation rentals have intermittently been viewed as a controversial use in Inyo County over the years. In 2006, during a particularly contentious episode involving short term rentals, the Board of Supervisors provided a finding that stated that short-term rentals are not allowed in the County's residential zones. Planning staff has treated short term rentals as zoning violations, based on the Board's finding, since 2006. More recently, planning and tax collector/treasurer staff get inquiries from people in the public asking what they need to do to set up a vacation rental business legally and how to collect and pay the appropriate taxes. Planning staff also receives complaints about already existing short-term rentals on a fairly regular basis by neighbors nearby them and has several zoning violation cases related to them. The issues commonly cited in these complaints are traffic, noise, disrespect for other properties in the vicinity and the use of neighboring facilities' parking areas and trash cans.

At the direction of your Board, planning staff has been evaluating short-term rental issues in the County over the past year and five Community Workshops were held to discuss Short-Term Vacation Rental issues, including potential ways to regulate them. An evaluation of the comments collected at the community workshops found that most of the people who attended are interested, or at least tolerant, in allowing for short-term rentals in the County. This was not without concerns, however, and there were community members who are quite worried about the potential effects to the integrity and safety of residential neighborhoods from short-term rentals. Additionally, the attending public expressed some apprehension regarding the impact of short term rental proliferation to the limited availability of housing for local residents. The comments provided by the public and reviews of other jurisdictions' short term rental regulations were used to prepare a DRAFT Ordinance regulating short-term vacation rentals.

On August 24, 2017 a DRAFT Ordinance proposing the regulation of short-term rentals was presented to the Planning Commission (Attachment 3 - August 24, 2017 Planning Commission staff report). Updates were made to the August 24th DRAFT Ordinance based on Planning Commission and public comments. On October 31, 2017 planning staff presented the updated DRAFT Ordinance to the Planning Commission (Attachment 4 - October 31, 2017 Planning Commission staff report). Staff also requested that the Planning Commission provide a recommendation to your Board to approve the Draft Ordinance.

The DRAFT Ordinance provides a new proposed chapter to the County's Zoning Code regulating short-term rentals. It includes:

- definitions and regulations for both hosted and non-hosted short-term rentals;
- proposes to allow for short-term rentals in the Zoning Districts of:
 - One Family Residential (R1),
 - Single Residence and Mobile Home Combined (RMH),
 - Rural Residential (RR),
 - Rural Residential Starlite Estates (RR- Starlite),
 - Open Space Zone (OS).
- regulations related to requirements for onsite hosts, and managers for non-hosted short-term rentals;
- limits on the number of short-term rentals allowed by one owner;
- limits on the number of rooms that can be rented;
- noise;
- quiet hours; and,
- parking, pets and trash.

PLANNING COMMISSION RECOMENDATION:

The Planning Commission reviewed the proposed Ordinance at its October 31, 2017 and recommended approval with a few minor changes relating primarily to the clarity of the ordinance, which are reflected in the DRAFT presented to your Board.

ALTERNATIVES:


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

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

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

APPROVALS	
COUNTY COUNSEL:	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: 1/16/18

- Attachments:
- Proposed Resolution
 - Proposed Ordinance
 - October 31, 2017 and August 23, 2017 Planning Commission Staff Reports.

Attachment - Ordinance

ORDINANCE NO. _____

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

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

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

“Chapter 18.73

SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY

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

18.73.010 - Definitions.

For purposes of this chapter, the following definitions apply:

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

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

18.73.020. Short-term rentals prohibited.

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

18.73.030. Short-term rentals – General requirements.

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

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

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

18.73.040. Permit Application

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

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

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

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

18.73.050. Hosted Rental Permit Review Process

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

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

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

18.73.070. Permit Modification and Revocation

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

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

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

18.73.080. Enforcement

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

SECTION TWO: Environmental Determination. The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and is found to be exempt pursuant to Section 15061(b)(3) (general rule) of the CEQA Guidelines, in that the County finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the County Code will have a significant effect on the environment.

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

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

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

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

Attachment - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THE
PROPOSED PROJECT EXEMPT FROM THE REQUIREMENTS OF
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND
MAKING CERTAIN FINDINGS WITH RESPECT TO AND
APPROVING ZONE TEXT AMENDMENT NO. 2017-04 INYO
COUNTY**

WHEREAS, the County of Inyo (“County”) desires to add a chapter to the Inyo County Code Title 18 (Zoning) relating to short-term rental of residential property; and

WHEREAS, the County intends to regulate short-term rentals where the owner inhabits the dwelling unit concurrently with the transient renter(s) differently than for short-term rentals where the owner does not concurrently inhabit the dwelling unit with the transient renter(s); and

WHEREAS, the purpose of this ordinance is to provide the requirements and standards for the establishment and operation of short-term rentals within the unincorporated areas of Inyo County. The establishment of these regulations will help ensure that short-term rental activities do not become a nuisance or threaten the public health, safety, or welfare due to excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal parking, the accumulation of refuse, and other effects related to short-term rental activities; and,

WHEREAS, the establishment of these regulations will further provide a balance between the distinct public welfare interests of protecting the availability of long-term housing and enhancing the economic value of real estate and the local economy; and,

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Short-term Rentals are defined as a means to provide transient lodging in an existing dwelling unit in the One Family and

Single Residence Residential, Rural Residential, Rural Residential-Starlite and Open Space Zones, and will involve negligible or no expansion of an existing use, proposals as such fall into the Categorical Exemption Class 1 Existing Facilities (15301) and a Notice of Exemption should be filed; and

WHEREAS, on October 31, 2017, following a noticed public hearing the Inyo County Planning Commission recommended that this Board of Supervisors:

1. Certify that the proposed project is exempt from the requirements of the California Environmental Quality Act.
2. Make certain findings with respect to and approve Zone Text Amendment 2017-04/Short-Term Rental of Residential Property, based on all of the information in the public record and on the recommendation of the Planning Commission; and

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on February 6, 2018, and considered all written and oral testimony presented concerning Zone Text Amendment No. 2017-04/Short-Term Rental of Residential Property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the February 6, 2018 hearing, including the Planning Department Staff Report, this Board of Supervisors makes the following findings:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. Projects subsequent to this ordinance will fall into the Categorical Exemption Class 1: Existing Facilities (15301) and a Notice of Exemption should be filed.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED, that the Board of Supervisors of Inyo County, State of California, does hereby declare that it has considered Zone Text Amendment

2017-04/Short-Term Rental of Residential Property, which reflects the independent judgment of this Board and which complies with CEQA.

PASSED AND ADOPTED THIS FEBRUARY 13, 2018

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____
Darcy Ellis, Assistant

Attachment – Planning Commission Staff Reports

Section 18.30.” This decision has guided the Planning Department’s dealings with short-term vacation rentals since, and as such, they are considered a zoning violation.

Since 2006, the introduction of renting single family homes or rooms out of single family homes, and other even more creative modes of renting properties in single family zoning districts, through on-line services was made, and over time, has become a very popular way for people planning a vacation to find lodging. Many jurisdictions, especially those with high tourist attraction have been, or are currently, working on ways to address this growing trend. Locally, planning and tax collector/treasurer staff get inquiries from people in the public asking what they need to do to set up a vacation rental business legally and how to collect the appropriate taxes. Planning staff also receives complaints about already existing vacation rentals by neighbors, and currently there are four official zoning violations related to short-term vacation rentals. The issues commonly cited in these complaints are traffic, noise, disrespect for other properties in the vicinity and the use of neighboring facilities’ parking areas and trash cans.

COMMUNITY WORKSHOPS

The meetings and attendance are as follows (attendance is based on sign-in sheets):

- Lone Pine – 16
- Big Pine – 6
- Tecopa – 13
- Independence – 5
- Bishop (NIH Board Room) – 18

Total – 58

General workshop observations

The workshops were attended by people from both sides of the issue and each workshop had good back and forth dialog. A large majority of the comments collected at the workshops were either favoring short-term rentals or asking for specific regulation as part of allowing for them. The most common concerns were:

- Accountability, there were a lot of comments about needing a person to contact in case of complaints;
- A room versus the whole house, there was much conversation about either only allowing on-site hosted rentals or having stricter regulations for whole house rentals;
- Permitting, there was a definite desire to require a permit for short-term rentals and many felt that this should include neighborhood input as part of the process;
- Taxes, people want to make sure that any type of short-term rental owners are collecting and paying TOT taxes;
- Parking, commenters did not want renters using on-street parking or encroaching on other properties for parking;
- Nuisance, worries addressing noise, unruly behavior and disrespect for the neighborhood were frequently stated.

STAFF ANALYSIS

If the County wishes to allow for short-term vacation rentals the Zoning Code will need to be updated. As the Code is currently written, short-term vacation rentals are not directly addressed, but indirectly, they are not allowed. Since a large majority of the public that attended the workshops, are both in favor of allowing and regulating, staff has begun developing draft regulation. Also, based on what staff heard from the public, there needs to be more stringency in the regulation of whole house short-term rentals than for on-site hosted; therefore, the draft regulation includes language for Hosted Short-Term Rentals and Short-Term Vacation Rentals (Attached). Fees will also have to be adopted for Hosted Short-Term Rentals and Short-Term Vacation Rentals applications.

Alternatives

Along with the proposed regulations as presented in the staff report, there are other issues that might be included or aspects already included but should be made stronger or weaker. Some of these include:

- Applications could be taken on a quarterly basis e.g., every January, April, July and October and processed in batches, instead of routinely as they come in.
- Specific regulations relating to building and safety and environmental health could be added.
- Requirements for proof of insurance.
- Requirement for Building and Safety inspections.
- Use age five and under instead of three and under for guest number exclusion.
- Additional and stronger code enforcement procedures and penalties.
- Consideration of application, monitoring and enforcement fees.

NEXT STEPS

Planning staff will use the comments and ideas collected at the Workshop to further refine the draft regulations for Hosted Short-Term Rentals and Short-Term Vacation Rentals. The next draft will be brought back to the Planning Commission for further review and potentially a recommendation for adoption by the Board of Supervisors.

ATTACHMENTS

- Public Outreach Comments
- Draft regulation of Hosted Short-Term Rentals and Short-Term Vacation Rentals

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Statham Hall
June 19, 2017, 6:00 p.m., Lone Pine**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Does this sort of regulation apply to the De La Cour Ranch?
Probably not, as that is most likely on a commercial property and designated as a resort. While it may advertise on Air BnB, it is not on a residentially zoned piece of land, so is not what we are talking about tonight.
- Does this sort of regulation apply to USFS cabins?
USFS regulates their lands. Someone from the audience shared that some USFS leases cannot do short term rentals, while others are limited to 30 days per year max.
- Based on current law, can I do a short term rental on a large rural residential property?
If it is zoned residential, not commercial, then no. It is not a size of lot issue, it is what is permitted by the zoning.
- Can you rent to someone long term?
30 days or less is short term vacation rental and is not currently allowed. 31 day or more is long term rental and is allowed.
- I am OK with short term vacation rentals as long as they are taxed and regulated.
Two additional people said that they agreed with this statement.
- Not sure if this is OK in the Alabama hills where I live. I am concerned that short term renters increase the chance of fire and am concerned about fire service to the Alabama Hills area.
- I have a neighbor doing short term vacation rentals. It's OK, I guess, tenants have never been unruly. But I don't like the flow of unknown people, and people have wandered on to my property or have parked in places other than on the property with the short term vacation rental. It makes me feel like I need to be on guard. I also can't reach the owner of that property. I guess I'm OK with short term vacation rentals if the operators are considerate.
- If allowed, there needs to be a public process for approval.
- This is happening anyways. It is better if we can regulate and tax.
- We should evaluate and then allow with incorporated nuisance regulation. The current state of not allowed because it is not stated in the code is a bit of an issue with me. It

needs to be more explicit if not allowed. We need a way to allow on a case by case basis.

- Conditional use permits allow for more flexibility.
- We should look at renting a room in a house differently from renting a whole house.
- Could we impose a limit on the amount of days per year someone can rent?
- In some cities, there are AirBnB managers, who take care of a group of rentals. They tend to be very conscientious, because they want the good reviews.
- Short term vacation rentals can take away from affordable housing.
- Short term vacation rentals can supplement a limited motel room base.
- Short term vacation rentals can drive up rent
- There is a lack of affordable housing in Inyo County.
- What would the people who want this to happen be willing to accept as regulation?
- There should not be commercial type signs in residential areas. Can we regulate signs?
- This list seems reasonable, but regulating the number of days someone can rent does not seem reasonable.
- How would we be able to regulate the number of trips to a particular short term vacation rental?
- We need a faster way to address violations than the current Zoning Violation system.
- If you have a bad regular renter, then maybe you can encourage the owner to go short term vacation rental.
- I don't like a system that is like neighborhood watch and ends up pitting neighbor against neighbor.
- Could we possibly institute a quota, kind of like liquor licenses.
- There is trouble finding local housekeeping. This might make that worse.
- There are programs with cabins and similar where the renter has to do the cleaning.
- If you can't get insurance, does that mean you can't do short term vacation rentals? If we do end up with an insurance requirement, it could possibly keep some from being able to do this.
- We should encourage local rental agencies.
- This is common for the younger generation. We don't want to miss out on that potential market.

- Do we really need this to add to our transient occupancy base?
- Short term vacation rentals attract a different demographic. Families from Europe and the East Coast like short term vacation rentals, sometime more than motels.
- This can provide housing for transient workers.
- Is there some way of letting the tenants sign off on liability for a place that cannot get insurance?
- Allow but regulate....and don't allow rental of tents.
- It might be possible to create neighborhood associations to help regulate (instead of neighbor complaining against neighbor situation).
- This could decrease the number of unused homes possibly.
- Quick strawpoll vote. All votes for, none against.....several people did not vote.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Town Hall
June 26, 2017, 6:00 p.m., Big Pine**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- In 2006, the supervisors did not research the codes to come to their decision. They did not anticipate where vacation rentals would be today.
- A house should be used as a house (not a business, like a vacation rental)
- There is a lot of appeal of short term vacation rentals to Europeans. There is business that comes here that simply will go elsewhere if this type of option is not available.
- The County ordinance is outdated. It was not decided with a lot of foresight. There is now a world-wide network of these vacation rentals. We can choose to participate or not, but it is happening whether we participate or not.
- For a homeowner/neighbor, it seems like there can be lots of issues. But it also seems like these issues can be addressed through regulation.
- Europeans and other travelers may not understand local regulations and customs. We lose the ability to know our neighbors when a house becomes a short term vacation rental.
- Can we limit the days per year for a short term vacation rental? That is a possibility and we have heard of some jurisdictions doing that. I like the idea of a property manager on call or an owner on site.
- You can have neighbor problems for owners or long term renters. Neighbor problems are not unique to short term vacation rentals.
- This definitely should be regulated.
- This has been going on for a long time. It predates the 2006 issue by at least 20 years. That only became an issue because someone in Aspendell got up in arms in 2005.
- There can be nuisance issues even without short term vacation rentals.
- It probably makes sense for property managers to have to meet some sort of criteria. Perhaps licensed real estate agents make sense as property managers.
- Can there be a minor "conditional use" permit, that is less intensive and costs less for short term vacation rentals. Or if not for all short term vacation rentals, can there be for at least renting a room in a house?

- I don't agree with this commercial enterprise being in residential zones.
- If allowed, it needs to be treated like a business. Should have similar taxes, insurance requirements, etc. to a motel.
- This is a good opportunity for someone with a home but that has income problems.
- Regulation may give a framework for setting the rules to allow short term vacation rentals.
- It seems like a full blown conditional use permit is excessive and will put this out of reach of some potential short term vacation rental operators.
- If the process is too onerous, then it will still be done illegally.
- Having a long term rental is also a valuable option in our underserved long term rental market.
- Perhaps we could allow without a CUP, but then if they do not follow the rules they would have to pay a fine or go through the CUP process.
- The CUP process would allow for neighbor input and buy in and decrease the chance of neighbors feeling totally out of control and mad.
- We need to just strengthen regular nuisance laws.
- The operator needs to be educated so they in turn can educate tenants.
- Can we work with and learn from other jurisdictions?
We can and we will. But that said, we also feel like it is important to base what we do on what we get in the way of local feedback and not just take some other jurisdictions code that may not match.
- Renting a room in a house vs. the whole house inherently allows the operator to have more control over the tenants.
- Whole house rental can rejuvenate neglected second homes and make them productive instead of vacant.
- Can we start simple (rooms in houses) and then expand to whole houses later if the first phase is successful?
- Parking has always been a serious issue and needs to be accounted for. Trash also can be a serious issue.
- AirBnB will collect the taxes.
Alisha – possibly, but not necessarily. They have been much more willing to do this for large jurisdictions, less so with small rural jurisdictions, though they seem to be more willing to work with smaller jurisdictions as time passes.

- If we allow whole house short term vacation rentals, we need to require a property manager that is contactable.
- Some communities have set up a vendor contact point. This is a private business that acts as a liaison between the County and the short term vacation rental operators. Often they may be assisting in permits, providing property management services and even possibly.
- We can overregulate....don't.
- Having business licenses as a means of tracking this makes sense.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Tecopa Community Center
June 28, 2017, 6:00 p.m., Tecopa**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- I have spent time in Joshua Tree, where they have embraced short term vacation rentals and it has really expanded the tourism industry there. This would be really good for the gateway communities to Death Valley. But it does need to be regulated.
- What is the difference between RR and R1?
It is rural residential vs. single family residential (a more urban/suburban residential). The main difference is density. But for this conversation, there is little difference (both currently don't allow short term vacation rentals, and if we allowed, both probably would).
- Can someone stay in and RV?
No. Not allowed in our current code and not considering allowing as part of any short term vacation rental.
- I'm glad that this issue has come up. I'm ill at ease with being outside of the code.
- I have enjoyed operating a short term vacation rental. But I want to pay my fair share of the TOT.
- Currently you can rent accessory dwelling units or houses to long term renters, correct? 30+ day is long term and is allowed. 30 days or less is short term and is not allowed.
- I have feelings both ways. Is there a way that the funds can go back into this community?
- Las Vegas just passed an ordinance on short term vacation rentals. You need permission from neighbors. There is a permit fee that is primarily just a recording fee. Also keep in mind that noise can really travel here in the desert, so that neighbor half a mile away, but with nothing between the two of you can still be heard.
- The anonymous complaint system is really problematic, unfair and arbitrary.
- Noise can be regulated so that it is not a problem.
- Santa Monica regulation forces short term vacation rentals to bring in TOT at the same rate as hotels/motels.
- If there is a problem, who do we notify? We need it clear who we get a hold of to deal with a problem immediately.

- Sound really travels in the desert. You can hear peoples footsteps on the sand a long ways off. And vehicles on the highway even further.
- We should encourage business here and keep the money here.
- AirBnB published an article on how they are revitalizing rural communities. While they definitely are biased, it had good points.
- We have good neighbors here, and we generally should be able to work out anything with our neighbors.
- What is the time frame?
Lots of variables, but we are hopeful for around the end of the year.
- Is it possible to get some sort of CUP before all the regulation is worked out?
Probably not. The regulation is the process to allow for the CUP.
- There needs to be permission from neighbors and a curfew.
- Do not create a process that gives too much power to complaining neighbors.
- What I care about the most is how we keep money in this community.
- Can there be a difference between a room in the house and the whole house in how it is regulated?
- We need to think about how this affects housing.
- Could we have less regulation for the rental of rooms in houses?
- We should have a special district for Tecopa with less restrictions and keep more of the money in Tecopa for a pool.
- Would we sneak something into the law that had nothing to do with vacation rentals?
No, it doesn't really work like that at the County level. That's just sort of a national and state thing.
- Requiring an onsite manager would control speculative purchases of houses for short term vacation rentals.
- Can we look at other jurisdictions for examples. Does the state provide any sort of model code?
While we can look to other jurisdictions for examples, we still want to make sure what we do matches what comes out of this public outreach. The State largely leaves this up to local jurisdictions.
- I am a motel owner. I am good with this as it's a good economic opportunity and it seems that anything that improves the economy helps us all.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
American Legion Hall
June 29, 2017, 6:00 p.m., Independence**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Short term vacation rentals should be allowed. Collect TOT. Parking needs to be required in such a way as to not affect the neighbors.
- I have mixed feelings about short term vacation rentals. There is one 15 feet from my house. No noise problems, but there is a high turnover of people and so I don't ever know the people next door. Did not know it was a short term vacation rental when I purchased the home.
- A problem is the availability of housing if short term vacation rentals are allowed.
- My neighbors were bad neighbors, so I purchased the home next to me to do short term vacation rentals and have control of who was in that house. I see the pros and cons of both sides. I am willing to pay the taxes but not willing to be fined for a zoning violation.
- What is the cost of a Conditional Use Permit?
Initial deposit of approximately \$1,500. But could be a bit more or less depending on how complicated.
- 2 people expressed that they are for short term vacation rentals.
- Las Vegas just passed an ordinance on short term vacation rentals. You need to post something visible to let people know it is a short term vacation rental. There is a problem when there is a lack of accountability. And how do these affect property values and requirements at sale of the property.
- Can these houses be categorized as short term vacation rentals (so that the use carries over at sale)?
- Short term vacation rentals must be TOT
- Bed and Breakfasts should be restricted to commercial zones.
- There needs to be a cap on the number of people allowed. Maybe the pillows on the beds or permanent set up sleep spaces.
- Requirements for insurance are not currently enforced. Requiring insurance needs to be enforced and it needs to be comparable to the requirements for hotels.
- Parking as a problem varies with availability

- Short term vacation rentals may cause issues with traffic.
- There needs to be signage with a phone number on who to contact with problems.
- A short term vacation rental needs to have adequate lighting so that the address is clearly visible.
- Signs can be removed. So this takes us back to an on site manager.
- Require some sort of business license.
- A property manager should be available 24 hours a day.
- Require the posting of rules and regulations (hours for noise).
- The new allowance of cannabis might cause more issues with fire.
- Unenforced rules are a problem
- Do not over regulate.
- Educate tenants so they respect the neighbors and neighborhood.
- The fire marshal needs to be involved and fire regulations need to be a high priority.
- It might be a choice between vacation homes and vacant homes. Both have their pros and cons. But a bunch of vacant homes results in a dying town. Short term vacation rentals bring in income.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Northern Inyo Hospital District Board Room
July 6, 2017, 6:00 p.m., Bishop**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Do we have the means to enforce the current prohibition?
It is a relatively slow process, but it can eventually go to the District Attorney. But that takes time.
- Am I understanding correctly that the current policy is no complaint; then no enforcement?
That is correct.
- A duplex pays more in taxes. Would the short term vacation rental also?
With current codes, they would pay more for property tax, but there is no mechanism for TOT until we allow short term vacation rentals.
- Do current operators have to get a business license?
Inyo County does not currently have a business license.
- CC&R's can ban even if we allow. But they are not enforced by the County. They are enforced by civil legal actions brought about by the HOA.
- Find a way to allow short term vacation rentals.
- At bed & breakfasts in England the owner seems to always be present. This seems to work well.
- County should allow but regulate to take advantage of this expanding market. Families are looking for short term vacation rentals. It seems like the issues can be regulated and the additional revenue is of benefit.
- Must be done in such a way as to be respectful to neighbors. But it is good to have this as a possibility.
- The County and the City are remiss in considering this. This will bring strangers around kids. It was not respectful people in Aspendell that triggered this issue in 2006. Not all tourists are respectful.
- There needs to be a way that laws can be enforced quickly, or this isn't going to work.
- We do not know the backgrounds of vacation renters. Just opens up problems. I'm totally against.

- I have been to many hospitality/tourism conferences, like "Visit California". Short term vacation rental market needs to be responsible to hotel community and collect TOT like they do. One solution is to regulate the max days or 2 renters max per room. But guests want this. I have a 6 year old and have rented short term vacation rentals and it has worked well.
- I am concerned about parking impacts.
- There are some tools through the rental sites (like AirBnB) to vet, but there are also horror stories out there. In Bishop, might work in mixed use areas, but I would say to avoid areas that are all single family residential.
- This might be more appropriate in the poorer parts of the County.
- I am a retired hotel guy. I used to think it was competition. But it seems to create synergy, and generally improve the entire transient market. I have changed my mind and believe we should allow. It does need to meet some minimum standards.
- All problems that can happen in a short term vacation rental can also happen in a hotel or a residential neighborhood.
- We should follow examples that are already out there.
- There is a housing shortage. It would be bad to have speculators buy up housing. Maybe limit to primary owners.
- How do we separate the good from the bad? Is there a commonality to the complaints we've received?
(to the second question). Not really, they are very diverse, both in location and type of complaint.
- I have a neighbor doing this and I've never had a problem.
- Hotels could be hurt. How do we prevent that. However we do that, it should be by regulation, not by prohibition.
- What are other jurisdictions doing? Are you OK if it is literally next door?
- AirBnB is taking away from long term rentals in Mammoth. Saw an ad downhere for a rental of 3 rooms, but not sure if it was long or short term.
- How do we regulate animals that people bring? Also granny units seem like a good opportunity. They need to be properly permitted. And when staying in a short term vacation rental, are they negatively affecting the neighbor? Does it negatively affect property values? In our neighborhood I'm concerned with serenity and security. There are 5 widows that live on the street. Insurance is a real issue. 90-95% of home policies do not allow for short term vacation rental. AirBnB has a supplemental policy, but it is untested.

- It needs to be done in such a way as to be fair to motel/hotel owners. I am not against but it needs to be regulated and fair. The biggest problem out there now are in the communities that have not regulated.
- Have there been problems with repeat offenders. Not that we know of. Maybe the operator has to have some sort of deposit on file with the County.
- Address all the comments you have up there. There needs to be a strong deterrent system for people who don't comply with the regulations. Penalties or fines.
- Flag lots or lots that gain their access via easements are an issue with increased traffic. Also there should be a safety check of the unit before allowing rental.
- How do we know how to contact property management?
It will probably be posted on a sign.
- Specify that trailers and tents won't be allowed. Also adding units (vacation or otherwise) can overwhelm utilities, and that should be looked at when permitting.
- Will operators have to have a permit of some sort?
Probably
- I agree with the items you have listed and have a few more. Perhaps max days that can be rented per year. Also, keep in mind that our solution may not look like the solutions for any other communities. And it would be good if we could dedicate this TOT to a purpose.
- If R-1, maybe limit to 1 room and two people
- Mule Days started as a way of filling hotels. That was successful, but we don't want to undermine.
- Limiting the number of days a person can rent does not seem necessary.
- Could we limit to multi-family residential zones.
Might be difficult, only because there is not much in the County.
- Are there many high end short term vacation rentals.
Yes, there is currently a house on the market for over \$800,000 that advertises it got \$92k per year in short term vacation rental rent.
- The hosts/operators like meeting the guests.
- There have been problems at the high end house for sale mentioned earlier.
- The hosts might have a good experience....is that also true of the neighbors?
- High end neighborhoods do not necessarily mean high end renters.
- Selective zoning in the past in the County. This might be an existing zoning problem too.

- We need to think about how we would permit and inspect.
- Many people don't complain because they don't know that they can complain and don't know where to complain to.
- You need to talk to the sheriff and get their input on how much of an issue there is and how to enforce.
- Time frame for implementation?
Ideally the end of the year.
- Maybe a quota system. Allow a set number of short term vacation rentals either in a community or the whole County.
- All these problems can occur aside from short term vacation rentals. Are they any worse than other residential users?
- Involve law enforcement in the planning process.
- Could a neighborhood opt out if they did not want to allow?
- Would the process to get the permit involve notifying neighbors? Could the neighbors veto a project.
Yes, neighbors would be notified. And they would be a very strong factor in consideration (though not strictly a veto).
- Permit without having to do CEQA, which is too onerous. But definitely require safety inspections when permitting.

18.73 - Hosted Short-Term Rentals

Purpose and Application

The purpose of this chapter is to provide the requirements and standards for the establishment and operation of hosted short-term rentals. The provisions of this section shall apply to the transient occupancy (30-days and less) of properties zoned Open Space (OS); Rural Residential (RR); One-Family Residential (R1); and, Single Residence Mobile Home Combined (RMH) where the primary owner remains in residence during the rental period. Short-term rentals of an entire residence or without the owner on site are regulated by 18.74 (Short-Term Vacation Rentals).

Limitations

Hosted short-term rentals shall not be permitted in dwelling units that are not compliant with current building and safety and/or Environmental Health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy. Only one (1) hosted short-term rental is allowed per parcel, even if there is a second unit or accessory dwelling unit on the property; the number of guestrooms/sleeping rooms allowed for a hosted short-term rental shall be the same as what is allowed in the underlying zoning for rentals, or room and boarding; and, only two (2) guests are allowed per room, does not include children three (3) years and under. If the hosted short-term rental does not meet the parking requirements, the number of allowed guest rooms shall be adjusted so that the parking requirements can be met. A hosted short-term rental may not be located on the same site as a short-term vacation rental unless a use permit has been obtained for both the hosted short-term rental and the short-term vacation rental. A short-term vacation rental (rental of an entire dwelling unit) is not a hosted short-term rental, even if the property owner resides in another dwelling unit on the same property.

Standards

1. **Transient Occupancy Tax.** The property owner shall maintain a transient occupancy tax certificate and remain current on all required reports and payments. The owner or authorized agent shall include the certificate number on all contracts or rental agreements, and in any advertisements, websites or internet listings.
2. **Events Prohibited.** No weddings, parties or similar activities or events shall be permitted.
3. **Parking.** In addition to the parking requirements of the underlying zone, off street parking shall be provided for one (1) vehicle per guestroom associated with the hosted short-term rental. The property owner shall ensure that the that the parking requirements are included in rental agreements and in all online advertisements and listings
4. **Noise Limits.** Outdoor amplified sound is prohibited. Quiet hours shall be from 10:00 p.m. to 8:00 a.m. The property owner shall ensure that the quiet hours are included in rental agreements and in all online advertisements and listings.
5. **Pets.** Pets, if allowed by owner, shall be secured on the property at all times. Continual nuisance barking, or other sounds, by unattended pets is prohibited.
6. **Outdoor Fire Areas.** Outdoor fire areas, when not prohibited by state or local fire bans, may be allowed with a current burn permit; and shall be: limited to three (3) feet in diameter; located on a non-combustible surface; covered by a fire screen; and be extinguished as soon as it is no longer in use or by 9:00 p.m., whichever is earlier. No fire

- or fire area shall be located within twenty-five (25) feet of a structure or combustible material.
7. Expiration. A use permit for a hosted short-term rental expires upon sale or transfer of the property, or when the property is no longer occupied by a primary owner, whichever occurs sooner.
 8. Renewal and Revocation. Hosted short-term vacation rental permits will be reviewed by the Planning Department annually for tax compliance and records of complaints. Hosted short-term rental owners who have failed to collect and pay transient occupancy taxes and/or have had an excessive number of complaints submitted to the Planning Department shall not be granted a permit renewal. Excessive complaints of neighborhood nuisance or of lewd or criminal acts will cause the immediate revocation of a hosted short-term rental permit.

Permit Requirements

Hosted short-term rentals that meet the standards of this section are allowed as provided by the underlying zone and subject to the issuance of a hosted short-term rental permit. Second dwelling units may not be used as hosted rentals, even if the owner lives on the property. The number of rooms allowed for short-term rentals shall be allowed subject to the requirements herein and the applicable standards set forth in the underlying zoning for rentals, and rooming and boarding.

Application Requirements

An application and approval by the Planning Director shall be required for a hosted short-term rental. The application shall require the applicant provide:

1. A Planning Department General Application with an application fee.
2. A site plan prepared on an 8.5"x11" piece of paper showing that the required parking spaces for the hosted short-term rental and those required by the underlying zoning can be provided.
3. Neighborhood agreement form. A list of properties within a five (5) house radius, or up to 300-feet, will be provided to the applicant upon request. A signature on the neighborhood agreement form from each resident within the five-house radius or up to 300-feet will be collected. These signatures will provide proof that the applicant has discussed the hosted short-term vacation rental application to the residents of the properties on the list and has provided them with the Planning Department's contact information to issue comments on the application and to submit complaints regarding the hosted short-term rental if the permit is granted.
4. If relevant comments are collected from the neighboring residents on the hosted short-term rental application that necessitate further conditions on the hosted short-term rental they will be reviewed by the appropriate County Departments and discussed with the applicant. If after County Departments' review, the comments warrant additional conditions be placed on the proposal, proof that the conditionals can be met will be required prior to the issuance of the permit.
5. Proof of transient occupancy tax certificate has been applied for.
6. A copy of the rules and regulations that will be posted at the hosted short-term rental site.
7. Proof of ownership.

Section 18.74 - Short-Term Vacation Rentals

Purpose and Application

The purpose of this chapter is to provide the requirements and standards for the establishment and operation of the rental of an entire dwelling unit as a short-term vacation rental. The provisions of this section shall apply to the transient occupancy (30-days and less) of a residential property zoned Open Space (OS); Rural Residential (RR); One-Family Residential (R1); and Single Residence Mobile Home Combined (RMH), for a short-term vacation rental. These standards are intended to ensure that short-term vacation rentals are compatible with, and do not adversely impact, surrounding residential neighborhoods. The provisions of this chapter shall apply to all short-term vacation rentals except where there is an on-site, resident host, which is regulated by Chapter 18.73 Hosted Short-Term Rentals.

Limitations

- Short-term vacation rentals shall not be allowed on residences or condominiums owned as a timeshare, limited liability partnership or corporation, or as fractional ownership of three (3) or more interests;
- Short-term vacation rentals shall not be permitted in dwelling units that are not compliant with current building and safety and/or Environmental Health requirements, or in tents, RVs, treehouses, yurts, or other provisions not intended for residential occupancy;
- The maximum number of allowed guestrooms shall be the same as the number of bedrooms, plus one additional sleeping area, and shall be allowed a maximum of number of two (2) guests per room, not including children three (3) years and under. For purposes of determining the number of guest rooms, the actual number of bedrooms (a room designated for sleeping that includes a window and a closet) in the dwelling unit plus any other room intended or used for sleeping shall be used;
- Maximum overnight occupancy for vacation rentals shall be up to two (2) persons per sleeping room or guestroom, up to a maximum of ten (10) people, excluding children three (3) years and under. The property owner shall ensure that all contracts and online listings and advertisements clearly set forth the maximum number of overnight guests permitted at the property;
- The maximum number of total guests and visitors allowed at any time in single short-term vacation rental shall not exceed the maximum overnight occupancy plus four (4) additional persons during the daytime, or a maximum of fourteen (14) people, whichever is less, excluding children three (3) years and under. Visitors shall not be on the property during quiet hours; and,
- Only single family residences, or legally established accessory dwelling units that meet current building and safety and environmental health standards shall be used as a short-term vacation rentals. Only one (1) short-term vacation rental is allowed per parcel. Parcels containing multiple residences shall only be allowed (1) Hosted Short-Term Rental and (1) Short-Term Vacation Rental and shall require a use permit for each.

Standards

1. Transient Occupancy Tax. The property owner shall maintain a transient occupancy tax certificate and remain current on all required reports and payments. The owner or authorized agent shall include the certificate number on all contracts or rental agreements, and in any advertisements, websites or internet listings.
2. Noise Limits. Outdoor amplified sound is prohibited. Quiet hours shall be from 10:00 p.m. to 8:00 a.m. The property owner shall ensure that quiet hours are included in rental agreements and in all online advertisements and listings.
3. Parking. Parking shall be provided as follows: a minimum of two (2) on-site parking spaces for a short-term vacation rental with up to three (3) guestrooms or sleeping areas; and one (1) additional space for each additional guest room or sleeping area. On-street parking shall not be considered for the required parking spaces; overflow parking may use on-street parking up to one (1) space. If the owner also lives on the property, the parking required by the underlying zoning, shall also be required. If the minimum parking requirements cannot be met, the number of guest or sleeping rooms shall be limited by the number of available required parking spaces. The maximum number of vehicles permitted based on parking requirements for overnight guests shall be clearly set forth in all rental agreements and in all online advertisements and listings.
4. Events Prohibited. No weddings, parties or similar activities or events shall be permitted.
5. Pets. Pets, if allowed by owner, shall be secured on the property at all times. Continual nuisance barking, or other sounds by pets is prohibited.
6. Outdoor Fire Areas. Outdoor fire areas, when not prohibited by state or local fire bans, may be allowed with a current burn permit. Outdoor fire areas shall be: limited to three (3) feet in diameter; located on a non-combustible surface; covered by a fire screen; and be extinguished as soon as it is no longer in use or by 10:00 p.m., whichever is earlier. No fire or fire area shall be located within twenty-five (25) feet of a structure or combustible material.
7. Trash and Recycling Facilities. Recycling and refuse storage bins shall be provided for the short-term vacation rental and shall not be stored within public view.
8. Twenty-Four-Hour Property Manager. All vacation rentals operating within unincorporated Inyo County must have a property manager who is available twenty-four (24) hours per day, seven (7) days per week, during all times that the property is rented. Property managers may be professional property managers, realtors, property owners, or other designated persons. Property managers must be located within a forty (40) mile radius of the vacation rental and must be available to respond to complaints at all times of day and night during the rental period. Contact information for the property manager shall be submitted with a use permit application and shall be posted and made available to short-term vacation rental guests and neighboring properties within 300-feet of the short-term vacation rental. Any changes to property manager information for a short-term vacation rental property shall be updated at all postings at the short-term vacation rental, to neighboring properties with 300-feet of the short-term vacation rental, and to the Inyo County Planning Department. A short-term vacation rental shall not operate without a property manager under any circumstance. Operation of a short-term vacation rental without a property manager shall be considered a violation of this section and will result in the loss of the short-term vacation rental permit. The name and twenty-four-hour

- contact information of the certified property manager shall also be provided to any interested party upon request.
9. **Emergency Access.** The owner of any vacation rental shall provide unobstructed access for sheriff and emergency or fire protection services to the dwelling unit being used for the short-term vacation rental.
 10. **Posting and Neighbor Notification of Permit and Standards.** Once a short-term vacation rental permit has been approved, a copy of the permit listing all applicable standards and limits shall be posted within the short-term vacation rental residence. The owner shall post these standards in a prominent place within six (6) feet of the front door of the short-term vacation rental, and include them as part of all rental agreements. At the permit holder's expense, the County shall provide a mailed notice of permits granted to property owners and neighbors of the vacation rental unit using the standard three hundred feet (300') property owner mailing list. All advertising handouts, flyers, internet listings, or any other information provided for short-term vacation rentals shall conform to the approved occupancy limits and standards as stated on the short-term vacation rental permit. Advertising may only be conducted for properties operating under a valid permit. Advertising for a particular property inconsistent with the approvals for that property shall be considered a violation of these standards and will result in the loss of the short-term vacation rental permit.
 11. **Expiration.** A short-term vacation rental permit expires upon sale or transfer of the property.
 12. **Renewal and Revocation.** Short-term vacation rental permits will be reviewed by Planning and other County Departments annually for tax compliance, property conditions, and records of complaints. Hosted short-term rental owners who have failed to collect and pay transient occupancy taxes, and/or have had an excessive number of complaints shall not be granted a permit renewal. Excessive complaints of neighborhood nuisances or of lewd or criminal acts associated with a short-term vacation rental will cause immediate revocation of a hosted short-term rental permit.

Permits Required

Short-term vacation rentals that meet the standards outlined in this section shall be allowed as provided by the underlying zone, and subject to the issuance of a short-term vacation rental use permit. Only one dwelling unit per property shall be considered for a short-term vacation rental.

Application Requirements

An application and approval by the Inyo County Planning Commission at a noticed public hearing shall be required for a short-term vacation rental permit. The applicant shall provide:

1. A Planning Department General Application with the application fee.
2. A description of and the number of rooms in the residence that will be used as guest rooms/sleeping rooms.
3. A site plan prepared on an 8.5"x11" piece of paper showing that the required parking spaces for the short-term vacation rental and those required by the underlying zoning, if required, can be provided. The site plan will also illustrate emergency access to the unit being used for the short-term vacation rental.

4. A list of property owners within a 300-foot radius of the short-term vacation rental property. This can be obtained from the County Assessor's Office or the Planning Department.
5. Proof that a transient occupancy tax certificate has been applied for.
6. A copy of the rules and regulations and property manager contact information that will be posted at the short-term vacation rental site.
7. Contact information for the property manager and owner, including the phone number for complaints regarding the short-term vacation rental.
8. In the event the Planning Commission Hearing results in further conditions, they shall also apply.

Term of Permit

Use permits shall run with the landowner and shall automatically expire upon sale or transfer of the property. Permits may be revoked for failure to comply with adopted standards and conditions subject to the enforcement and revocation procedures as set forth in this chapter.

Enforcement Process

Initial complaints on vacation rentals shall be directed to the property manager identified in the use permit. The property manager shall be available by phone twenty-four (24) hours a day during all times when the property is rented. If a problem arises and is reported to the property manager, the property manager shall be responsible for contacting the tenant to correct the problem within ninety (90) minutes, or within forty-five (45) minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The property manager shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County Planning Department within twenty-four (24) hours of the occurrence. Failure to respond to complaints or report them shall be considered a violation of this section, and shall be cause for revocation of the short-term vacation rental permit.

If the issue reoccurs, the complaint will be addressed by the Inyo County Code Enforcement Chapter. Sheriff reports, online searches, citations or neighbor documentation consisting of photos, sound recordings and video may constitute proof of a violation. If staff verifies that a violation of a zoning or permit condition has occurred, a notice of violation may be issued and penalties may be imposed in accordance with Chapter 22 of the Inyo County Code. At the discretion of the code enforcement officer or the Planning Director, the short-term vacation rental permit may be revoked. If the permit is revoked, a new permit for a short-term vacation rental may not be reapplied for or issued for a period of at least one (1) year.

Application, Monitoring and Enforcement Fees

1. Application fees and an annual fee may be adopted by the Board of Supervisors and collected by Inyo county Planning Department and/or the Inyo County Treasurer Tax Collector to pay for staff time in processing the applications, monitoring and enforcement of short-term vacation rentals.



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

**Phone: (760) 878-0263
(760) 872-2706
FAX: (760) 873-2712
E-Mail: inyoplanning@inyocounty.us**

AGENDA ITEM NO. 7 (Action Item and Public Hearing)

PLANNING COMMISSION MEETING DATE: **October 31, 2017**

SUBJECT: Zone Text Amendment (ZTA) No. 2017-04 Short-Term Rentals; update to allow Short-term rentals in the One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Rural Residential Starlite Estates (RR-Starlite), and Open Space (OS) Zones.

EXECUTIVE SUMMARY

Staff has drafted a proposed ordinance (Attachment 1) to update the Inyo County Zoning Code's Title 18, to allow for Short-term rentals in the County's R1, RMH, RR and OS.

PROJECT INFORMATION

Supervisory District: County-wide

Applicants: Inyo County

Landowners: Multiple

Address/

Community: County-wide

A.P.N.: County-wide

Existing General Plan: All Residential designations including: Residential Ranch (RR), Residential Estate (RE), Residential Rural Medium Density (RRM), Residential Rural High Density (RRH), Residential Rural Very Low Density (RVL), Residential Low Density (RL), Residential Medium Density (RM), Residential Medium High Density (RMH) and Residential High

Density (RH) and Open Space and Recreation (OSR).

Existing Zoning: All Single Residence Zones including: One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Starlite Estates (RR-Starlite), and Open Space (OS).

Surrounding Land Use: Various

Recommended Action: **Recommend that the Board of Supervisors:**

1.) Find the proposed project exempt from the requirements of the California Environmental Quality.

2.) Make certain Findings with respect to, and approve, Zone Text Amendment ZTA/2017-04

Alternatives:

- 1.) Recommend modifications to the proposal.
- 2.) Recommend denial. This is not recommended as the ordinance is necessary in light of the proliferation of short-term rentals in the County and the public input that was used to prepare the draft.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

BACKGROUND

On August 23, 2017 staff held a workshop with the Planning Commission to discuss Short Term Rentals in the County; the results of the five community workshops held throughout the County; and, a discussion draft short term rental ordinance that was prepared based on what other jurisdictions have created and the comments collected at the community workshops (Attachment 2 - August 23 Staff Report). Based on the Commissioner's, and public comments from the August 23 workshop, as well as, a review by the County's legal counsel, the discussion draft has been updated for review, comment, and potentially a recommendation from the Planning Commission to the Board of Supervisors for adoption.

Short Term vacation rentals have intermittently been viewed as a controversial use in Inyo County over the years. In 2006, during a particularly contentious episode involving short term rentals, the Board of Supervisors provided a finding that stated that short-term are not allowed in the County's residential zones. Planning staff has treated short term rentals as zoning violations, based on the Board's finding, since 2006. More recently, planning and tax collector/treasurer staffs get inquiries from people in the public asking

what they need to do to set up a vacation rental business legally and how to collect and pay the appropriate taxes. Planning staff also receives complaints about already existing short-term rentals on a fairly regular basis by neighbors nearby them and has several zoning violation cases related to short-term rentals. The issues commonly cited in these complaints are traffic, noise, disrespect for other properties in the vicinity and the use of neighboring facilities' parking areas and trash cans.

At the direction of the Board of Supervisors, five Community Workshops were held to discuss Short-Term Vacation Rental issues including potential ways to regulate it. These workshops were held throughout the County during June and into the beginning of July, 2017. Staff members from Planning and the Treasurer Tax Collector departments, members of the Board of Supervisors and Planning Commissioners were present at the workshops. The workshops were also well attended by the public. Each workshop resulted in a lively exchange of thoughts and ideas from both sides of the issue and many comments were collected (about 170, included in August 23 staff report).

An evaluation of the comments collected at the community workshops found that most of the people who attended are interested, or at least tolerant, in allowing for short-term rentals in the County. This was not without concerns, however, and there were community members who are still worried about the potential effects to the integrity and safety of residential neighbors from short-term rentals. Additionally, the attending public expressed some apprehension regarding the impact of short term rental proliferation to the limited availability of housing for local residents. These issues are the same as those stated previously at the public workshops and staff addressed them in the discussion draft ordinance. The Planning commission and attending public (August 23rd workshop) were, overall, happy with the discussion draft.

STAFF ANALYSIS

Changes from discussion draft to current draft

A few changes were made to the discussion draft based upon the scope of local government's authority to restrict land uses. One highly important factor to the public is the possibility of out-of-area investors buying up properties and converting their primary uses into short-term rentals. The primary fear surrounding this is the potential loss of affordable housing for locals and residential neighborhoods becoming overly commercial in character. In order to address this issue the draft was amended to include a cap on the number of short-term rentals one owner can have. Under 18.73.030 – Short-term rentals – General Requirements (e), it states “No more than two parcels on which short-term rentals are permitted may share a common owner”.

The commenting public also expressed concerns over the amount of people who might congregate at a short-term rental. The discussion draft included a limitation on the total number of people allowed at a short-term rental at any given time in response to these concerns. This restriction is problematic in enforcing, however, as the County does not limit the number of people who can gather at single-family residence in other contexts. Staff recommends removing this language because the restrictions on noise, parking and the inclusion of quiet hours and property manager or on-site host requirements should provide for the same protections against unruly or overcrowded conditions.

Other changes from the discussion draft to the current draft are with regard to procedure. The discussion draft included an annual review of the short-term rental permits. Upon further review, this seemed unnecessary as the permit will not require a yearly renewal and there is a process in place for revocation. The Treasurer Tax Collector and Planning Department will have records of possible tax delinquencies and nuisance violations without a review process and will use this information to gauge the performance of short-term rentals.

General Plan Consistency

The following General Plan references apply:

General Land Use Policy No. LU-1.9 states that the County shall ensure that land use regulations permit a wide range of home-based business in order to attract professionals to the County.

General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place. Restrictions are included in the proposed ordinance in order to protect the integrity of residential neighborhoods.

The proposed text amendments to the Zoning Code implement these policies, and are consistent with the General Plan.

Zoning Ordinance Consistency

ICC Section 18.03.020 states, in part, that it is necessary for the zoning ordinance to be consistent with the General Plan. As discussed above, the project implements the General Plan's direction, and therefore furthers the purposes of the zoning ordinance.

ICC Section 18.12. Open Space description states, in part, that its purpose is to provide a zone classification for those areas designated as open space by the county general plan to encourage the protection of mountainous, hilly upland, valley, agricultural, potential agricultural, fragile desert areas, and other mandated lands from fire, erosion, soil destruction, pollution and other detrimental effects of intensive land use activities; and protects and preserves the environmental resources, scenic, natural features, and open space character of the county, while also providing for agricultural development and protection of existing agricultural areas from urban development or residential subdivision; and to preserve agricultural areas open space around the more intensive urban areas of the county, while providing for compatible multiple use of nonagricultural lands which are principally held by federal and other public agencies. This project complies with the purpose of 18.12 as it will not cause disturbance to lands classified as open space by the county general plan as it only allows for the short term residential uses within residential dwellings.

ICC Section 18.21. Rural Residential description states, in part, that is its intent and purpose to provide suitable areas and appropriate environments for low density, single family rural residential and estate type uses where certain agricultural activities can be successfully maintained in conjunction with residential uses on relatively large parcels. The RR (rural residential) zone is intended to be applied to the areas outside the urban communities of Inyo County which are without fully developed services and where individual residences are expected to be largely self-sustaining, particularly for water and sewage disposal. This project complies with 18.21 in that it can promote the opportunity to create income from residential properties that can help individual residences be ‘self-sustaining’.

ICC 18.22. Rural Residential-Starlite Estates description states, in part, that its intention and purpose are to provide suitable areas and appropriate environments for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (Rural Residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services. This project complies with 18.22 in that it can promote the opportunity to create income from residential properties that can help individual residences be ‘self-sustaining’.

ICC 18.30 Residential One-family dwellings (R1)

The one-family residence district description, in part, states that is intended to protect established neighborhoods of one-family dwellings, and to provide space in suitable locations for additional development of this kind, with appropriate community facilities. This project complies with 18.30 as it provides for restrictions on the number of allowed guests, includes parking requirements and quiet hours, prohibits amplified sounds and requires either an on-site host or a property manager that can be contacted during the entire time of rental. It also does not preclude additional development of this kind as short-term rental is defined as a means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less and does not include transient lodging in county-approved hotels and motels.

ICC 18.36 Single Residence or Mobile Home Combined (RMH)

The single residence and mobile home combined district description states, in part, that its intention is to protect established neighborhoods of one-family dwellings (dwelling includes in its definition a mobile home), and to provide space in suitable locations for additional development of this kind, with appropriate community facilities. This project complies with 18.36 as it provides for restrictions on the number of allowed guests, includes parking requirements and quiet hours, prohibits amplified sounds and requires either an on-site host or a property manager that can be contacted during the entire time of rental. It also does not preclude additional development of this kind as short-term rental is defined as a means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less and does not include transient lodging in county-approved hotels and motels.

In General

Short-term rentals can enhance economic development in the County by providing a means for citizens to use their property to generate income. This opportunity can also provide alternatives to traditional hotel and motel accommodations for tourists who prefer staying in residential short-term rentals and thereby filling a niche. With the proposed ZTA's language regulating potential nuisances, the integrity of the County's residential neighborhoods can be maintained while supporting this economic opportunity.

Development Standards

Staff proposes no changes to the existing development standards in the One Family and Single Residence Residential, Rural Residential and Rural Residential Starlite Estates and Open Space Zones. These standards are appropriate for new development where a Short-term Rental may be subsequently created as the residential character would be maintained by the current standards.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and, Pursuant to the California Environmental Quality Act (CEQA), this proposal falls into the Categorical Exemption Class 1 Existing Facilities (15301). 15301 Existing Facilities Class 1 states: "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical feature, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

RECOMMENDATIONS

Staff recommends the Planning Commission make certain findings and send a recommendation to the the Board of Supervisors to consider the Zone Text Amendment, make certain findings, and adopt the proposed ordinance, amending the ICC to include Chapter 18.73 Short-term Rental of Residential Property.

Recommended Findings

1. This proposed ordinance is covered by the General Rule 15061(b)(3)
[Evidence: the proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Amending the language to include that Short-term Rentals are permitted in the Single Residence Residential, Rural Residential, and Open Space Zones and allow for Short-term Rentals in these Zones will not have a significant effect on the environment as it does not provide for additional development types and preserves the current development

standards that are designed to maintain the residential character of residential neighborhoods.]

2. Subsequent projects once this ordinance is in effect will fall into the Categorical Exemption Class 1 Existing Facilities (15301).

[Evidence: projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Short-term Rentals are defined as a means to provide transient lodging in an existing dwelling unit in the One Family and Single Residence Residential, Rural Residential, Rural Residential-Starlite and Open Space Zones, and will involve negligible or no expansion of an existing use, proposals as such fall into the Categorical Exemption Class 1 Existing Facilities (15301) and a Notice of Exemption should be filed.]

3. Based on substantial evidence in the record, the proposed Zoning text Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

[Evidence: The County's General Plan clearly states, in Policy No. LU-2.17, that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place. The proposed new language directly addresses the potential negative impacts to the residential character of the neighborhood in which the activity takes place, by restricting the number of allowed guests, and amplified noises; providing for quiet hours and parking requirements; and, requiring either an on-site host or a property manager that can be contacted during the entire time of rental.]

4. Based on substantial evidence in the record, the proposed Zoning text Amendment is consistent with Title 18 (Zoning Ordinance of Inyo County Code).

[Evidence: Adding Chapter 18.73 Short Term Rental of Residential Property to the Inyo County Code Title 18 is consistent with the descriptions of 18.12 Open Space, 18.21 Rural Residential, 18.22 Rural Residential Starlite, 18.30 One family residential, and 18.36 Single Residence Mobile Home Combined districts; and, does not change the intent or purpose of them as described within Title 18. Chapter 18.73 provides for the conditions in which Short-term Rentals may operate, and the restrictions of the use. The character of residential neighborhoods will not be directly affected by these amendments and therefore the amendments will not affect the intent of Title 18 to direct certain types of land uses to specific areas within the County.]

ATTACHMENTS

- Draft regulation of Hosted Short-Term Rentals and Short-Term Vacation Rentals
- August 23, 2017 Planning Commission Staff Report

ORDINANCE NO. _____

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

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

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

“Chapter 18.73

SHORT TERM RENTAL OF RESIDENTIAL PROPERTY

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

18.73.010 - Definitions.

For purposes of this chapter, the following definitions apply:

- a. “Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.
- b. “Hosted rental” means a short-term rental of a room(s) within a dwelling occupied by the owner concurrently with the transient renter(s).
- c. “Manager” means the owner or owner’s agent who conducts short-term rental activities and is available twenty-four (24) hours per day, seven (7) days per week, during all times that the property is rented as a short-term rental to respond to and handle complaints.
- d. “Owner” shall mean a record owner of the property who is responsible for submitting the application for approval and conducting short-term rental activities pursuant to this chapter. “Owner” shall further include any person or entity with any direct or indirect aggregate ownership interest of 20 percent or more in the subject property, unless the interest is solely a security, lien, or encumbrance.
- e. “Short-term rental” means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. “Short-term Rental” does not include transient lodging in county-approved hotels and motels.

- f. "Vacation rental" means a short-term rental of an entire dwelling unit where the Owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.

18.73.020. Short-term rentals prohibited.

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

18.73.030. Short-term rentals – General requirements.

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

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

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

18.73.040. Permit Application

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

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

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

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

18.73.050. Hosted Rental Permit Review Process

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

18.73.060. Vacation Rental Permit Review Process

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

18.73.070. Permit Modification and Revocation

- a. The Planning Director may revoke or modify a short-term rental permit as follows:
 - 1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an

administrative hearing with the Planning Director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice. The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

- i. Following the hearing, the Planning Director may revoke or modify the approval upon making one or more of the following findings:
 - a. The approval was obtained by fraud;
 - b. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
 - c. The conditions of approval have been or are being violated;
 - d. The short-term rental activity constitutes a public nuisance.

2. Notice of decision. A written notice of the Planning Director's decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings.

- b. Appeal. The decision of the Planning Director to modify or revoke a short-term rental application may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

18.73.080. Enforcement

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

SECTION TWO: Environmental Determination. The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and is found to be exempt pursuant to Section 15061(b)(3) (general

rule) of the CEQA Guidelines, in that the County finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the County Code will have a significant effect on the environment.

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

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//
//
//
//

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mark Tillemans, Chair
Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

Ordinance No. ORD17-__

#42

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

01/18/2018

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

RECEIVED
2018 JAN 24 PM 1:06
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Dear Inyo County Board of Supervisors,

Southern Inyo Healthcare District respectfully request that our ballot measure be placed on the ballot for April 10, 2018, pursuant to the attached resolution.

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

RECEIVED

2018 JAN 12 PM 3: 58

SOUTHERN INYO HEALTHCARE DISTRICT

ADMINISTRATOR
CLERK RESOLUTION NO. 18-1

12/05/17

12/07/17

01/10/18

01/11/18

FINAL

FILED

JAN 12 2018

INYO CO. CLERK
KAMMI FOOTE, CLERK

**RESOLUTION ORDERING A SPECIAL PARCEL TAX ELECTION,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER**

RESOLVED, by the Board of Directors (the "Board") of the Southern Inyo Healthcare District (the "District"), as follows:

WHEREAS, District was formed in 1949 pursuant to section 32000 *et seq.* of the California Health & Safety Code, for the purpose of operating the Southern Inyo Hospital (the "Hospital") and providing services to help promote the health of the residents of the District;

WHEREAS, the District has provided continuous emergency, medical, acute care and related health care services to local residents for over 60 years;

WHEREAS, District area can easily be cut off from outside help during major fires, earthquakes, or other disasters and the Hospital may be the only option for victims of heart attacks, strokes, recreational injuries and other emergencies;

WHEREAS, the District cannot increase its revenues due to the low reimbursement rates of payors, including governmental programs, commercial insurers and health maintenance organizations and the District will no longer be able to ensure continued local access to emergency room care, acute hospital care and other medical services for residents of the District unless some form of sustained financial assistance is provided;

WHEREAS, due to the challenging financial conditions facing rural critical access hospitals, and in order to maintain operations and protect the health, safety and welfare of the public, the District was forced to declare a fiscal emergency and seek protection under chapter 9 of the Bankruptcy Code;

WHEREAS, Section 4 of Article XIII A of the California Constitution and section 50075 *et seq.* and section 53730.1 of the California Government Code authorize healthcare districts to levy a special tax to raise funds for the purpose of conducting its business upon the approval of two-thirds of the votes cast by voters voting upon such a special tax proposal; and

WHEREAS, it has been determined that the Board call a special election on April 10, 2018, at which will be submitted to the qualified voters of the District a measure to authorize a special tax for the purpose of providing vital moneys to (a) to pay the obligations of the District in accordance with the confirmed plan for the adjustment of debt, including to secure a long-term borrowing for such purpose, (b) fund the construction and equipping of future facilities of the District, including, but not limited to, improvements to insure seismic safety, including to secure

long-term borrowings for such future capital needs of the District, and (c) fund ongoing operating requirements of the District.

NOW, THEREFORE, the Board of Directors of the Southern Inyo Healthcare District does hereby resolve, determine, and order as follows:

1. The District hereby proposes to adopt a parcel tax, as authorized under section 50075 *et seq.* and section 53730.1 of the California Government Code.

2. This resolution shall stand as the order to the Registrar of Voters of Inyo County (the "County") to call an election within the boundaries of the District on April 10, 2018, for approval of the measure contained in Section 3 hereof. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections. That pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County is hereby requested to consent and agree to the consolidation of the election with any other election to be held on such date, and said election shall be held in all respects as if there were only one election and only one form of ballot shall be used. The District hereby agrees to reimburse the County for actual costs incurred by it for the District's election, as set forth in the current election cost allocation procedures of the County.

3. The District hereby sets the full text of the measure to be placed on the ballot for the election of April 10, 2018, as follows:

(a) The District will levy a parcel tax on each taxable parcel of land within the District, at an annual rate of \$215 per parcel. The parcel tax is expected to raise approximately \$602,000 annually. The parcel tax will terminate after the year 2033.

(b) The purpose of the parcel tax will be to (i) to pay the obligations of the District in accordance with the confirmed plan for the adjustment of debt, including to secure a long-term borrowing for such purpose, (ii) fund the construction and equipping of future facilities of the District, including, but not limited to, improvements to insure seismic safety, including to secure long-term borrowings for such future capital needs of the District, and (iii) fund ongoing operating requirements of the District.

(c) The District's appropriations limit will be established at an amount equal to the available funding during the first year of the parcel tax at the rate of \$215 per parcel.

(d) Taxable parcels are those that appear on the annual secured County property tax roll.

(e) There will be no exemptions from the levy of the parcel tax based upon number of parcels owned by an individual owner, contiguous parcels or otherwise.

(f) The parcel tax revenues will be deposited into a fund held by the District.

(g) The District will cause to be filed an annual report with the Board, commencing on January 1, 2019, and annually thereafter, which report will be for the fiscal year ended

June 30 of the prior year and contain information regarding the amount of parcel tax revenues collected and expended.

(h) Since the District may chose to secure long-term borrowings with the parcel tax revenues, pursuant to sections 53410 and 53411 of the California Government Code, the Board hereby finds, determines and directs as follows:

(i) The purpose of any securities to be secured by parcel tax revenues shall be solely (a) to finance the payment of the obligations of the District in accordance with the confirmed plan for the adjustment of debt or (b) to finance capital needs of the District.

(ii) The Board hereby provides that at the time the securities are authorized by the Board for issuance and sale, the Board shall provide, in such issuance resolution or other issuance documents, that the proceeds of the securities shall be used only for payment of the obligations of the District in accordance with the confirmed plan for the adjustment of debt or future capital projects.

(iii) The Board hereby provides that at the time the securities are authorized by the Board for issuance and sale, the Board shall provide in such issuance resolution or other issuance documents for the creation of one or more funds or accounts (which may include subaccounts) into which the proceeds of the securities, or each series of securities as the case may be, shall be deposited. The securities may be issued in one or more series consistent with applicable law, and the provisions and restrictions of these bond accountability provisions shall apply to each such series of the securities.

(iv) The District's chief financial officer shall have the responsibility (once the securities are authorized and issued) to provide to the Board, no less often than annually, a written report which shall contain at least the following information:

(1) The amount of the proceeds received and expended within the identified period of time. If no securities have been issued and sold, the report may simply note such situation; and

(2) In the event that securities have been issued and sold, and proceeds therefore received, the report shall include the status of the payment of the obligations of the District in accordance with the confirmed plan for the adjustment of debt or the acquisition, construction, or financing of the capital projects to be financed with the proceeds of such securities or series of securities.

Such report may be combined with other periodic reports which include the same information, including, but not limited to, periodic reports made to the California Debt and Investment Advisory Commission or continuing disclosure

reports or other reports made in connection with the securities or any series thereof.

(v) Proceeds from the sale of the securities shall be used only for costs incurred in connection with (a) the payment of the obligations of the District in accordance with the confirmed plan for the adjustment of debt or (b) funding of future capital projects and the cost of the issuance of the securities issued, and not for any other purpose, including staff and administrator salaries expenses.

(vi) The Board shall establish an independent citizens' oversight committee to ensure securities proceeds are expended only for payment of the obligations of the District in accordance with the confirmed plan for the adjustment of debt or future capital projects.

These accountability provisions shall apply only until all securities, or each series of securities, are redeemed or defeased, but if the securities or any series of securities are refunded, such provisions shall apply until all such refunding securities are redeemed or defeased.

4. The District hereby sets the abbreviated ballot form of the measure appearing in Section 3 as follows:

To provide funds to pay the obligations in accordance with the chapter 9 bankruptcy confirmed plan for the adjustment of debt, fund the construction and equipping of future facilities, including, but not limited to, improvements to insure seismic safety, and fund ongoing operating requirements, shall the Southern Inyo Healthcare District establish a parcel tax of \$215 per year, expected to raise approximately \$602,000 annually for 15 years, with independent citizens' oversight, mandatory audits?

5. The District hereby proposes to establish its appropriations limit under Article XIII B of the California Constitution at an amount equal to the amount of available funding for the first year of the parcel tax at the rate of \$215 per parcel. "Available funding" will have the same meaning under this Resolution as is given the term "proceeds of taxes" in Article XIII B of the California Constitution.

6. The County Treasurer-Tax Collector will collect the parcel tax at the same time that it collects the general and *ad valorem* taxes, and along with the collection of those taxes. The parcel tax will be subject to the same penalties as general and *ad valorem* taxes.

7. The proposed parcel tax is in addition to the existing parcel tax collected by the District.

8. The District will impose the parcel tax only if two-thirds (2/3) of those voting approve it.

9. Polls for the election shall be open at 7:00 A.M. of the day of the election and shall remain open continuously from that time until 8:00 P.M. of the same day when the polls shall be closed, except as provided in section 14401 of the California Elections Code. Polling places shall not be

established in precincts with fewer than 250 registered voters in which case, pursuant to section 3005 of the California Elections Code, the County shall mail ballots to such voters. Ballots for the election shall be provided in the form and in the number provided by law. Voters shall be provided an opportunity to vote for or against the proposition on the ballot, in accordance with procedures to be adopted by the authorized officers of the County charged with conducting the election.


10. The Secretary is hereby directed to fax a copy of this resolution to the County Registrar of Voters (fax number (760) 878-1805 no later than 4:00 p.m. on Friday, January 12, 2018, and file (or cause to be filed) a certified copy of this resolution no later than the close of business on Friday, January 12, 2018, with the County Registrar of Voters and the Clerk of the County Board of Supervisors

PASSED AND ADOPTED this 11th day of January, 2018, at a meeting of the Board of Directors by the following vote:

AYES: 4


NOES: 0

ABSENT: 1



President of the Board

ATTEST:



Clerk of the Board



COUNTY OF INYO, STATE OF CALIFORNIA
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696 P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

BACKGROUND AND DISCUSSION

The Southern Inyo Healthcare District (District) has 1,720 Active registered voters as of January 12, 2018. Of these voters 59% (1,020) permanently choose to vote by mail and six are in the Military or living overseas. The District is comprised of 16 regular precincts and 2 precinct portions.

Election Code 10500, et. Seq. governs Uniform District Election Law (UDEL), of which Hospital & Healthcare Districts are subject.

COST OF ELECTIONS

The estimated cost to conduct a stand-alone election in Inyo County would be approximately \$6.00 per voter or \$10,320. This estimated cost does not include the cost to print Arguments for and against a Measure in the Sample Ballot Booklet, nor does it include the cost to include Rebuttal Arguments. If Arguments and Rebuttals are filed, this cost estimate would increase be an additional \$1,000. Please be advised that this is just an estimate, as the actual direct costs are unknown until after the election is conducted.

Per Election Code 1000, the second Tuesday in April is an established as a regular election date. However, because the Southern Inyo Healthcare District has no precincts that exceed 250 voters, at the direction of the District, no in-person polling places will be established for voters on Election Day.

In the future, the District could save a substantial amount of money on election costs if they consolidated their elections with regularly scheduled primary or general elections of even-numbered years. Consolidating a district election with a statewide general election is cost-effective for the following reasons:

- 1) Costs of preparing and mailing sample ballot pamphlets and vote-by-mail ballots are reduced if they share the overall costs with other districts and entities holding an election on the same date.
- 2) Costs of conducting the polling place portion of the election are also shared with other district and entities holding an election on the same date.
- 3) Finally, direct costs to the Elections Department for various functions such as publishing notices, printed and mailing ballots, processing vote-by-mail ballots, programming computer software and electronic tabulating equipment and counting the ballots are also spread more broadly in a statewide general election.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

43

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: February 6, 2018

SUBJECT: Treasury Status Report for the Quarter Ending December 31, 2017

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING: N/A

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> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: January 11, 2018
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: December 31, 2017
DATE: January 8, 2018

The following status report of the County Treasury as of December 31, 2017 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 492 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:10-31-17 was \$6,396,121.44 (Principal: \$4,050,000.00 + Interest = \$2,433,142.74 less Fees:\$-87,021.30)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION

DATE: 12/29/2018

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury	134,982,135.48
Plus: Auditor Adjustments Payroll	
Deposit Authorizations Fees	282,545.05
Less: Co. Checks Pd 12/28/17	(194,200.86)
Auditor JE# to adjust	
Acct. Analysis (UB Fees)	
Outgoing Electronic Wires	(301.00) NACHA
	(35,500.00) Vendor Payment
	(9,458.33) Vendor Payment
	(100.76) CO P/R St Tax
	(55.41) EDD Tx Southern Inyo Fire Protection Dist
	(284.68) EDD Tx Lone Pine CSD
	(110.54) EDD Tx Olancho CSD
	(288.47) EDD-Tx Big Pine Fire
	(403.54) EDD Tx Lone Pine Fire
	(1,462.84) EDD Tx Pioneer Cemetery
	(31.05) EDD Tx Independence Cemetery
	(1,852,668.91) ICOE Payroll
	(4,019.02) Chrtr-The Ed Corp St Tax
	(4,263.36) Chrtr-Coll Bridge St Tax
	(18,072.89) Chrtr-Yth Bld St Tax
	(66,248.97) ICOE State Tax
	(91,530.73) Chrtr-Yth Bld Fed Tax
	(52,643.40) Chrtr-La Ed Corp Fed Tax
	(370,992.08) ICOE Fed Tax

Ending "Claim on Cash In Treasury" 132,562,043.69

TREASURER'S BALANCE:

Cash on Hand: Vault	\$1,900.00
Drawer	\$331.79
Tax 1	\$0.00
Bank Deposits on Hand:	\$16,760.06 12/29/2017

BANK ACCOUNTS:

Union Bank - General Account.	\$4,676,011.93
El Dorado #9703 - Cash Account	\$134,921.37
El Dorado #2107 - Directs Account	\$10,000.00

INVESTMENTS:

		% Invested
Local Agency Investment Fund	\$27,000,000.00	Agency Limit
UBS Money Market	\$2,500,000.00	1.89% of 10.00%
Federal Agencies	\$ 55,964,664.00	42.22% of 100.00%
CD	\$24,472,812.86	18.46% of 30.00%
Local Agency Debt	\$ 769,661.02	0.58% of 100.00%
Commercial Paper	\$ 12,362,778.05	9.33% of 15.00%
Corporate Obligation	\$ 4,652,203.11	3.51% of 30.00%

TOTAL TREASURY BALANCE: \$132,562,044.19

Difference: (Treasury SHORT or OVER) \$0.50 12-21-17 Cash Recon Error

Explanation of Difference:

NOTES

Investments Maturing Over 1 Year \$ 67,805,609.82 51.15% of 60.00%

Prepared By: _____



Holdings - Reporting as of Settlement Date
Account: 6736365280 - COUNTY OF INYO

As of: 31-Dec-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Cash & Cash Equivalents	BANK OF TOKYO MITS DCP 2/02/18	02-Feb-2018	06538CB26	2,000,000.0000	\$1,978,788.33 USD	\$1,997,220.00 USD		\$18,431.67 USD	1.452%	\$28,997.23 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DCP 5/25/18	25-May-2018	06538CE8B	3,000,000.0000	\$2,966,060.00 USD	\$2,979,390.00 USD		\$11,310.00 USD	1.470%	\$43,800.00 USD
Cash & Cash Equivalents	JP MORGAN SECS DCIP 4/13/18	13-Apr-2018	46640QDD0	2,500,000.0000	\$2,472,437.50 USD	\$2,488,150.00 USD		\$15,712.50 USD	1.488%	\$37,260.42 USD
Cash & Cash Equivalents	JP MORGAN SECS DCIP 7/27/18	27-Jul-2018	46640QGT2	5,000,000.0000	\$4,943,472.22 USD	\$4,947,050.00 USD		\$3,577.78 USD	1.896%	\$93,784.73 USD
Corporate Obligations	ALLY BK MIDVALE C/D 1.100% 4/23/18	23-Apr-2018	02006LQJ5	250,000.0000	\$250,000.00 USD	\$249,890.00 USD	N/A	(\$110.00) USD	1.100%	\$2,750.00 USD
Corporate Obligations	AMERICAN EXP CEN C/D 2.450% 4/05/22	05-Apr-2022	02587DN38	248,000.0000	\$248,000.00 USD	\$247,316.52 USD	N/A	(\$684.48) USD	2.457%	\$6,076.00 USD
Corporate Obligations	AMERICAN ST BK C/D 1.450% 2/03/20	03-Feb-2020	02972BA19	245,000.0000	\$245,000.00 USD	\$242,072.23 USD	N/A	(\$2,927.75) USD	1.468%	\$3,552.50 USD
Corporate Obligations	AMERN EXP SVGS BK CDI 850% 7/09/18	09-Jul-2018	02587CDK3	248,000.0000	\$248,000.00 USD	\$247,945.44 USD	N/A	(\$54.56) USD	1.650%	\$4,092.00 USD
Corporate Obligations	AMEX CERTFN C/D 1.950% 5/07/20	07-May-2020	02587DXTD	245,000.0000	\$245,000.00 USD	\$243,463.65 USD	N/A	(\$1,536.35) USD	1.962%	\$4,777.50 USD
Corporate Obligations	AMEX BK CAMDEN TN CDI 5.000% 10/12/21	12-Oct-2021	03753XAO3	248,000.0000	\$248,000.00 USD	\$241,234.56 USD	N/A	(\$6,765.44) USD	1.542%	\$3,720.00 USD
Corporate Obligations	BANK AMERICA BD 1.650% 9/16/20	26-Mar-2018	060501LY6	250,000.0000	\$251,812.86 USD	\$250,012.50 USD	A+	(\$1,800.36) USD	1.650%	\$4,125.00 USD
Corporate Obligations	BANK HAPDALIM C/D 2.050% 1/15/21	15-Jan-2021	06251AL40	245,000.0000	\$245,000.00 USD	\$244,000.40 USD	N/A	(\$999.60) USD	2.058%	\$5,022.50 USD
Corporate Obligations	BANK OF OLD MONROE CDI 850% 2/23/18	23-Feb-2018	064236AY8	248,000.0000	\$248,000.00 USD	\$247,833.84 USD	N/A	(\$166.16) USD	0.851%	\$2,108.00 USD
Corporate Obligations	BARCLAYS BK C/D 2.200% 9/16/20	16-Sep-2020	06740KJK4	248,000.0000	\$248,000.00 USD	\$248,739.04 USD	N/A	\$739.04 USD	2.193%	\$5,456.00 USD
Corporate Obligations	BELMONT SVGS BK C/D 2.150% 3/21/22	21-Mar-2022	060515BV0	248,000.0000	\$248,000.00 USD	\$246,261.52 USD	N/A	(\$1,738.48) USD	2.165%	\$5,332.00 USD
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20	27-Apr-2020	08173QBP0	248,000.0000	\$248,000.00 USD	\$245,115.24 USD	N/A	(\$2,884.76) USD	1.265%	\$3,100.00 USD
Corporate Obligations	BK NORTH CAROLINA C/ 1.100% 5/30/18	30-May-2018	064140XG9	248,000.0000	\$248,000.00 USD	\$247,997.76 USD	N/A	(\$22.24) USD	1.100%	\$2,728.00 USD
Corporate Obligations	BHW BK N.A. SL C/D 2.250% 12/19/20	18-Dec-2020	05580ADM3	245,000.0000	\$245,000.00 USD	\$245,139.65 USD	N/A	\$139.65 USD	2.248%	\$5,512.50 USD
Corporate Obligations	BOSTON PRIV BK C/D 0.950% 2/05/18	05-Feb-2018	101120DG5	248,000.0000	\$248,000.00 USD	\$247,893.36 USD	N/A	(\$106.64) USD	0.850%	\$2,108.00 USD
Corporate Obligations	BRIDGEWATER BK C/D 1.500% 8/17/20	17-Aug-2020	108622ET4	248,000.0000	\$248,000.00 USD	\$244,048.38 USD	N/A	(\$3,950.64) USD	1.524%	\$3,720.00 USD
Corporate Obligations	BTC BK BETHANY C/D 1.260% 2/18/19	18-Feb-2019	05577FAQ1	248,000.0000	\$248,000.00 USD	\$246,386.00 USD	N/A	(\$1,612.00) USD	1.208%	\$2,976.00 USD
Corporate Obligations	CAPITAL ONE BK C/D 2.250% 7/01/20	01-Jul-2020	140420SX9	248,000.0000	\$248,000.00 USD	\$248,000.00 USD	N/A	\$0.00 USD	2.250%	\$5,560.00 USD
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20	15-Jul-2020	14042E4P2	248,000.0000	\$248,000.00 USD	\$248,570.40 USD	N/A	\$570.40 USD	2.295%	\$5,704.00 USD
Corporate Obligations	CAROLINA ALLIANCE CDI 2.000% 6/24/19	24-Jun-2019	1437BRAT4	248,000.0000	\$248,000.00 USD	\$245,562.16 USD	N/A	(\$2,437.84) USD	1.212%	\$2,976.00 USD
Corporate Obligations	CARROLL CNTY ST C/D 1.200% 8/12/20	12-Aug-2020	145087AH5	248,000.0000	\$248,000.00 USD	\$242,561.36 USD	N/A	(\$5,438.64) USD	1.227%	\$2,976.00 USD
Corporate Obligations	CIT BANK SLC UT C/D 2.300% 5/30/20	30-Jun-2020	17284DDN9	248,000.0000	\$248,000.00 USD	\$249,205.28 USD	N/A	\$1,205.28 USD	2.280%	\$5,704.00 USD
Corporate Obligations	CITIZENS PROGRESS CDI 2.500% 2/12/19	12-Feb-2019	17854AA2	248,000.0000	\$248,000.00 USD	\$247,613.12 USD	N/A	(\$386.88) USD	1.252%	\$3,100.00 USD
Corporate Obligations	COMENITY CAP BK C/D 1.000% 4/27/18	27-Apr-2018	20033AKC9	250,000.0000	\$250,000.00 USD	\$248,645.00 USD	N/A	(\$355.00) USD	1.001%	\$2,500.00 USD
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20	29-May-2020	2012524B9	245,000.0000	\$245,000.00 USD	\$243,071.85 USD	N/A	(\$1,928.15) USD	1.764%	\$4,287.50 USD
Corporate Obligations	COMMONWEALTH BUSINESS 0.800% 2/23/18	23-Feb-2018	2027505H4	248,000.0000	\$248,000.00 USD	\$247,816.48 USD	N/A	(\$183.52) USD	0.801%	\$1,984.00 USD
Corporate Obligations	COMMUNITY FINL C/D 1.600% 2/17/21	17-Feb-2021	20364ABA2	248,000.0000	\$248,000.00 USD	\$243,521.12 USD	N/A	(\$4,478.88) USD	1.629%	\$3,968.00 USD
Corporate Obligations	CONNECTICONE BK C/D 1.350% 7/09/18	09-Jul-2018	20786ABE4	248,000.0000	\$248,000.00 USD	\$247,816.48 USD	N/A	(\$183.52) USD	1.351%	\$3,348.00 USD
Corporate Obligations	CONTINENTAL BK C/D	29-Jan-2020	211163FQ8	248,000.0000	\$248,000.00 USD	\$243,312.80 USD	N/A	(\$4,687.20) USD	1.121%	\$2,728.00 USD



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 31-Dec-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gains/Losses	Annual Yield	Estimated Annual Income
Corporate Obligations	DISCOVER BK CID 1.100% 1/29/20	02-Nov-2021	254672M39	245,000,000	\$245,000,000 USD	\$237,804.35 USD	N/A	(\$7,195.65) USD	1.803%	\$4,287.50 USD
Corporate Obligations	DOLLAR BK FED CID 1.750% 1/10/21	30-Jul-2018	256650A54	248,000,000	\$248,000,000 USD	\$247,945.44 USD	N/A	(\$54.56) USD	1.450%	\$3,596.00 USD
Corporate Obligations	EAGLEBANK BETHESDA 0.900% 7/30/18	26-Jul-2018	27002YCX2	245,000,000	\$245,000,000 USD	\$244,167.00 USD	N/A	(\$833.00) USD	0.903%	\$2,205.00 USD
Corporate Obligations	EAST BOSTON SVGS CID 1.700% 8/23/19	23-Aug-2019	27113PAK7	248,000,000	\$248,000,000 USD	\$247,129.52 USD	N/A	(\$870.48) USD	1.706%	\$4,216.00 USD
Corporate Obligations	ENERBANK USA UT CID 1.500% 12/24/18	24-Dec-2018	29266NNW78	245,000,000	\$245,000,000 USD	\$244,451.20 USD	N/A	(\$548.80) USD	1.503%	\$3,675.00 USD
Corporate Obligations	EVERBK JACKSONVILL CD 02 050% 8/28/20	28-Aug-2020	29376DA59	248,000,000	\$248,000,000 USD	\$247,501.52 USD	N/A	(\$498.48) USD	2.054%	\$5,084.00 USD
Corporate Obligations	EVERGREEN BK GROUP CD 1 600% 5/29/20	29-May-2020	30018SFMZ	248,000,000	\$248,000,000 USD	\$245,167.84 USD	N/A	(\$2,832.16) USD	1.618%	\$3,968.00 USD
Corporate Obligations	FARM BUR BK FSB CID 1.000% 2/19/19	19-Feb-2019	307660KJ8	248,000,000	\$248,000,000 USD	\$245,911.84 USD	N/A	(\$2,088.16) USD	1.008%	\$2,480.00 USD
Corporate Obligations	FIRST BK CHARLESTN CD 1 500% 8/15/18	29-Mar-2019	31909PAX9	248,000,000	\$248,000,000 USD	\$247,065.04 USD	N/A	(\$934.96) USD	1.506%	\$3,720.00 USD
Corporate Obligations	FIRST BUS BK CID 1.400% 5/28/19	28-May-2019	31938QL69	248,000,000	\$248,000,000 USD	\$246,618.54 USD	N/A	(\$1,381.46) USD	1.459%	\$3,596.00 USD
Corporate Obligations	FIRST BUSINESS BK C/ 1.600% 1/21/20	21-Jan-2020	31938QR30	245,000,000	\$245,000,000 USD	\$242,910.15 USD	N/A	(\$2,089.85) USD	1.614%	\$3,920.00 USD
Corporate Obligations	FIRST MIDWEST BK C/D 0.900% 2/22/18	22-Feb-2018	32087LAC6	248,000,000	\$248,000,000 USD	\$247,655.54 USD	N/A	(\$141.46) USD	0.901%	\$2,232.00 USD
Corporate Obligations	FIRST NATL BK CID 1.100% 1/22/18	22-Jan-2018	32114LAN8	248,000,000	\$248,000,000 USD	\$246,042.18 USD	N/A	\$42.16 USD	1.100%	\$2,728.00 USD
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	28-Feb-2020	33546CFN8	248,000,000	\$248,000,000 USD	\$248,685.36 USD	N/A	\$685.36 USD	1.794%	\$4,464.00 USD
Corporate Obligations	FIRST SVC BK GREEN CD 1 500% 11/7/20	12-Nov-2020	33640V8G2	248,000,000	\$248,000,000 USD	\$243,426.88 USD	N/A	(\$4,573.12) USD	1.528%	\$3,720.00 USD
Corporate Obligations	GOLDMAN SACHS BK CID 06 1.400% 5/06/20	06-May-2020	36148JUS6	248,000,000	\$248,000,000 USD	\$247,012.96 USD	N/A	(\$987.04) USD	1.908%	\$4,712.00 USD
Corporate Obligations	GRAND BK TUL OKL CID 0.800% 2/19/18	16-Feb-2018	38522AAS5	246,000,000	\$246,000,000 USD	\$247,841.28 USD	N/A	(\$168.72) USD	0.801%	\$1,984.00 USD
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	30-Jun-2020	401228AW1	245,000,000	\$245,000,000 USD	\$244,862.40 USD	N/A	(\$117.60) USD	1.601%	\$3,920.00 USD
Corporate Obligations	HANMI BK LA CA CID 1.350% 2/19/19	19-Feb-2019	410493E22	248,000,000	\$248,000,000 USD	\$246,809.90 USD	N/A	(\$1,190.40) USD	1.357%	\$3,348.00 USD
Corporate Obligations	HERITAGE BK CID 0.850% 3/28/18	29-Mar-2018	42724JDF9	248,000,000	\$248,000,000 USD	\$247,670.16 USD	N/A	(\$329.84) USD	0.851%	\$2,108.00 USD
Corporate Obligations	HSEC BANK USA CID S/ 1.625% 12/09/20	09-Dec-2020	40434AE62	248,000,000	\$248,000,000 USD	\$247,528.80 USD	N/A	(\$471.20) USD	1.628%	\$4,030.00 USD
Corporate Obligations	IBM SR GLEBL NT 2.250% 2/19/21	19-Feb-2021	45920JF9	1,000,000,000	\$1,000,000,000 USD	\$997,090.00 USD	A+	(\$6,510.00) USD	2.257%	\$22,500.00 USD
Corporate Obligations	INVESTORS BK CID 1.100% 4/30/18	30-Apr-2018	46176PEA8	250,000,000	\$250,000,000 USD	\$249,980.00 USD	N/A	(\$40.00) USD	1.100%	\$2,750.00 USD
Corporate Obligations	INVESTORS BK CID 1.600% 2/25/19	25-Feb-2019	46176PEK7	248,000,000	\$248,000,000 USD	\$248,310.00 USD	N/A	\$310.00 USD	1.598%	\$3,968.00 USD
Corporate Obligations	INVESTORS CMNTY BK 1.800% 2/29/21	26-Feb-2021	46147USN1	248,000,000	\$248,000,000 USD	\$244,981.84 USD	N/A	(\$3,018.16) USD	1.822%	\$4,464.00 USD
Corporate Obligations	IOWA ST BK CID 1.550% 7/29/20	29-Jul-2020	46265YAH2	245,000,000	\$245,000,000 USD	\$245,289.10 USD	N/A	\$289.10 USD	1.548%	\$3,797.50 USD
Corporate Obligations	IROQUOIS FED SVGS C/ 1.600% 8/1/20	12-Aug-2020	46355P8V9	248,000,000	\$248,000,000 USD	\$244,716.96 USD	N/A	(\$3,281.04) USD	1.621%	\$3,968.00 USD
Corporate Obligations	ISRAEL DISC BK YCD 1.250% 1/19/18	16-Jan-2018	465076HX8	248,000,000	\$248,000,000 USD	\$248,022.32 USD	N/A	\$22.32 USD	1.250%	\$3,100.00 USD
Corporate Obligations	JEFFERSON FINL CID 2.200% 1/12/21	22-Nov-2021	474087AJ4	248,000,000	\$248,000,000 USD	\$247,432.08 USD	N/A	(\$567.92) USD	2.205%	\$5,456.00 USD
Corporate Obligations	JPMORGAN CHASE BK CD 2.350% 2/29/22	29-Feb-2022	48128XYN9	248,000,000	\$248,000,000 USD	\$248,398.36 USD	N/A	\$398.36 USD	2.346%	\$5,828.00 USD
Corporate Obligations	JPMORGAN CHASE CID 1.800% 1/18/21	18-Nov-2021	48128XLB9	248,000,000	\$248,000,000 USD	\$240,867.52 USD	N/A	(\$7,132.48) USD	1.853%	\$4,464.00 USD
Corporate Obligations	KEY BK NA OH CID 1.300% 7/22/18	22-Jan-2018	49306SVX1	248,000,000	\$248,000,000 USD	\$248,039.68 USD	N/A	\$39.68 USD	1.300%	\$3,224.00 USD



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 31-Dec-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	KS STATEBANK C/D 1.55% 8/18/20	19-Aug-2020	50116CAJ8	248,000,000	\$248,000,000 USD	\$247,340.32 USD	N/A	(\$659.68) USD	1.554%	\$3,844.00 USD
Corporate Obligations	LAKESIDE BK C/D 1.50% 2/28/19	28-Feb-2019	51210SKU0	248,000,000	\$248,000,000 USD	\$246,310.00 USD	N/A	\$310.00 USD	1.488%	\$3,720.00 USD
Corporate Obligations	LANDMARK CHNTY BK C/D 1.00% 5/04/18	04-May-2018	51507LAU8	250,000,000	\$250,000,000 USD	\$249,867.50 USD	N/A	(\$132.50) USD	1.001%	\$2,500.00 USD
Corporate Obligations	LCA BK CORP FK C/D 1.65% 11/25/19	25-Nov-2019	50179RHNS	248,000,000	\$248,000,000 USD	\$248,012.40 USD	N/A	\$12.40 USD	1.650%	\$4,092.00 USD
Corporate Obligations	LIVE OAK BKGG CO C/D 1.25% 12/10/18	10-Dec-2018	538036CC6	248,000,000	\$248,000,000 USD	\$247,821.44 USD	N/A	(\$178.56) USD	1.251%	\$3,100.00 USD
Corporate Obligations	LUANA SVGS BK C/D 1.30% 3/29/19	29-Mar-2019	549103SL4	245,000,000	\$245,000,000 USD	\$243,481.00 USD	N/A	(\$1,519.00) USD	1.308%	\$3,185.00 USD
Corporate Obligations	LUBBOCK NATL BK C/D 1.55% 7/28/20	29-Jul-2020	549152CM6	245,000,000	\$245,000,000 USD	\$244,671.70 USD	N/A	(\$328.30) USD	1.552%	\$3,797.50 USD
Corporate Obligations	MAPLE CITY SVGS C/D 1.50% 12/07/20	07-Dec-2020	56511PAC2	248,000,000	\$248,000,000 USD	\$243,235.52 USD	N/A	(\$4,764.08) USD	1.528%	\$3,720.00 USD
Corporate Obligations	MARLIN BUSINESS BK 0.90% 10/18/18	18-Oct-2018	57116AMF2	245,000,000	\$245,000,000 USD	\$243,633.80 USD	N/A	(\$1,166.20) USD	0.904%	\$2,205.00 USD
Corporate Obligations	MARLIN BUSINESS C/D 1.10% 4/28/19	29-Apr-2019	57116ALN6	248,000,000	\$248,000,000 USD	\$246,531.84 USD	N/A	(\$1,468.16) USD	1.107%	\$2,728.00 USD
Corporate Obligations	METRN BK NA C/D 1.40% 6/03/19	03-Jun-2019	55266CFU4	248,000,000	\$248,000,000 USD	\$247,950.40 USD	N/A	(\$49.60) USD	1.400%	\$3,472.00 USD
Corporate Obligations	MEDALLION BK UT C/D 1.40% 8/31/16	31-Aug-2018	56403BZ41	248,000,000	\$248,000,000 USD	\$248,210.80 USD	N/A	\$210.80 USD	1.388%	\$3,472.00 USD
Corporate Obligations	MERCANTIL COMMERCE C/D 1.60% 6/24/21	24-Jun-2021	58733ACY3	248,000,000	\$248,000,000 USD	\$242,814.32 USD	N/A	(\$5,185.68) USD	1.685%	\$4,092.00 USD
Corporate Obligations	MERRICK BK SO J C/D 1.50% 2/28/19	28-Feb-2019	58756REL4	248,000,000	\$248,000,000 USD	\$248,310.00 USD	N/A	\$310.00 USD	1.498%	\$3,720.00 USD
Corporate Obligations	MOUNTAIN AMER FED C/D 2.40% 11/30/22	30-Nov-2022	59013ULT4	248,000,000	\$248,000,000 USD	\$247,983.44 USD	N/A	(\$116.56) USD	1.351%	\$3,348.00 USD
Corporate Obligations	ORRSTOWN BK C/D 2.00% 8/28/20	28-Aug-2020	68737DTS7	248,000,000	\$248,000,000 USD	\$246,923.68 USD	N/A	(\$1,076.32) USD	2.410%	\$5,952.00 USD
Corporate Obligations	PEOPLES MAGNOLIA C/D 0.80% 2/23/18	23-Feb-2018	710505FR4	248,000,000	\$248,000,000 USD	\$247,184.08 USD	N/A	(\$815.92) USD	2.007%	\$4,960.00 USD
Corporate Obligations	PNC FINL SERV 2.60% 7/21/20	21-Jul-2020	69353RES3	1,000,000,000	\$1,027,846.53 USD	\$1,006,370.00 USD	A	(\$21,276.53) USD	2.584%	\$26,000.00 USD
Corporate Obligations	POSTAL BK C/D 1.10% 1/22/18	21-Dec-2018	737449AS7	248,000,000	\$248,000,000 USD	\$247,677.60 USD	N/A	(\$322.40) USD	1.151%	\$2,852.00 USD
Corporate Obligations	PRIVATBANK & TC C/D 1.50% 5/08/19	08-May-2019	74267GVC8	248,000,000	\$248,000,000 USD	\$246,487.12 USD	N/A	(\$1,502.88) USD	1.107%	\$2,728.00 USD
Corporate Obligations	PRIVATBANK & TC C/D 1.50% 5/28/21	28-May-2021	74267GV/G9	248,000,000	\$248,000,000 USD	\$242,666.08 USD	N/A	(\$5,031.92) USD	1.531%	\$3,720.00 USD
Corporate Obligations	SALLIE MAE BK C/D 2.00% 12/09/19	09-Dec-2019	795450WF7	245,000,000	\$245,000,000 USD	\$244,916.70 USD	N/A	(\$63.30) USD	2.001%	\$4,900.00 USD
Corporate Obligations	STATE BK INDIA C/D 2.10% 8/19/19	19-Aug-2019	856283ZAT	248,000,000	\$248,000,000 USD	\$248,704.32 USD	N/A	\$704.32 USD	2.084%	\$5,208.00 USD
Corporate Obligations	STATE BK INDIA Y/D 2.35% 2/24/22	24-Feb-2022	8562846J8	248,000,000	\$248,000,000 USD	\$248,406.72 USD	N/A	\$406.72 USD	2.346%	\$5,828.00 USD
Corporate Obligations	STEARNS BK NA ST C/D 1.60% 2/28/20	28-Feb-2020	85789AT7	248,000,000	\$248,000,000 USD	\$245,691.12 USD	N/A	(\$2,308.88) USD	1.615%	\$3,968.00 USD
Corporate Obligations	SYNCHRONY BK C/D 1.90% 4/24/20	24-Apr-2020	87168FGF5	248,000,000	\$248,000,000 USD	\$247,615.60 USD	N/A	(\$384.40) USD	1.903%	\$4,712.00 USD
Corporate Obligations	TEXAS EXCHANGE BK C/D 1.70% 11/30/21	30-Nov-2021	86241TAV2	248,000,000	\$248,000,000 USD	\$242,752.32 USD	N/A	(\$5,247.68) USD	1.737%	\$4,216.00 USD
Corporate Obligations	THOMASVILLE NATL C/D 0.90% 4/19/18	19-Apr-2018	884693BP6	248,000,000	\$248,000,000 USD	\$247,551.12 USD	N/A	(\$448.88) USD	0.902%	\$2,232.00 USD
Corporate Obligations	UBS BK USA SALT C/D 1.65% 8/07/21	07-Jun-2021	9034BJAR1	248,000,000	\$248,000,000 USD	\$242,896.16 USD	N/A	(\$5,103.84) USD	1.665%	\$4,062.00 USD
Corporate Obligations	UNION BK CALIF MTN 2.25% 3/08/19	08-May-2019	90520EAF8	1,600,000,000	\$1,610,880.00 USD	\$1,597,952.00 USD	A	(\$12,928.00) USD	2.253%	\$36,000.00 USD
Corporate Obligations	UNION ST BK CLAY C/D 1.90% 3/24/21	24-Mar-2021	908414BK0	248,000,000	\$248,000,000 USD	\$245,646.48 USD	N/A	(\$2,353.52) USD	1.918%	\$4,712.00 USD
Corporate Obligations	UNITED CMNTY BKS C/D	01-Mar-2022	90984PSA9	248,000,000	\$248,000,000 USD	\$245,433.20 USD	N/A	(\$2,566.80) USD	2.071%	\$5,084.00 USD



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 31-Dec-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gains/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	WASHINGTON TR CO CD 2.050% 3/01/22	04-Jun-2019	940637HL3	248,000.0000	\$248,000.00 USD	\$247,945.44 USD	N/A	(\$54.56) USD	1.400%	\$3,472.00 USD
Corporate Obligations	WASHINGTONFIRST BK 1.400% 6/04/19	23-Aug-2018	940727AJ9	248,000.0000	\$248,000.00 USD	\$247,408.76 USD	N/A	(\$590.24) USD	1.203%	\$2,976.00 USD
Corporate Obligations	WEBBANK SALT LAKE CD1 8.50% 3/30/20	30-Mar-2020	947547JN6	248,000.0000	\$248,000.00 USD	\$246,668.12 USD	N/A	(\$1,130.88) USD	1.868%	\$4,568.00 USD
Corporate Obligations	WELCH ST BK OK CD 1.050% 8/19/19	19-Aug-2019	945095AY9	248,000.0000	\$248,000.00 USD	\$244,704.08 USD	N/A	(\$3,295.92) USD	1.064%	\$2,604.00 USD
Corporate Obligations	WELLS FARGO BK 1.650% 1/22/18	22-Jan-2018	949861EA1	1,000,000.0000	\$1,010,076.58 USD	\$999,600.00 USD	AA-	(\$10,276.58) USD	1.650%	\$16,500.00 USD
Corporate Obligations	WELLS FARGO BK CD 1.250% 4/30/20	30-Apr-2020	949861TT4	250,000.0000	\$250,000.00 USD	\$249,622.50 USD	N/A	(\$377.50) USD	1.251%	\$3,125.00 USD
Corporate Obligations	WEX BK CD 1.000% 7/30/18	30-Jul-2018	92937CDY1	248,000.0000	\$248,000.00 USD	\$247,293.28 USD	N/A	(\$706.80) USD	1.003%	\$2,480.00 USD
Corporate Obligations	WORLEDS FOREMOST CD 1.300% 5/14/18	14-May-2018	961571BE1	200,000.0000	\$200,000.00 USD	\$199,838.00 USD	N/A	(\$162.00) USD	1.301%	\$2,600.00 USD
Corporate Obligations	YANOM VY BK CD 0.850% 2/27/18	27-Feb-2018	984308EY8	248,000.0000	\$248,000.00 USD	\$247,823.92 USD	N/A	(\$176.08) USD	0.851%	\$2,108.00 USD
Government Obligations	FCB BDS 0.950%	01-Jul-2018	3133EGJC0	3,000,000.0000	\$3,000,000.00 USD	\$2,956,740.00 USD	AA+	(\$43,260.00) USD	0.964%	\$28,500.00 USD
Government Obligations	FCB BDS 1.190% 7/13/20	13-Jul-2020	3133EGLB9	2,000,000.0000	\$1,999,000.00 USD	\$1,957,760.00 USD	AA+	(\$41,240.00) USD	1.216%	\$23,800.00 USD
Government Obligations	FCB BDS 1.300% 11/25/19	25-Nov-2019	3133EGBK0	2,000,000.0000	\$1,997,000.00 USD	\$1,971,160.00 USD	AA+	(\$25,840.00) USD	1.319%	\$28,000.00 USD
Government Obligations	FCB BDS 1.420% 5/18/20	18-May-2020	3133EGAX3	1,000,000.0000	\$999,400.00 USD	\$984,830.00 USD	AA+	(\$14,660.00) USD	1.442%	\$14,200.00 USD
Government Obligations	FCB BDS 2.000% 9/12/22	12-Sep-2022	3133EHKZ1	3,000,000.0000	\$3,000,000.00 USD	\$2,984,870.00 USD	AA+	(\$35,130.00) USD	2.024%	\$60,000.00 USD
Government Obligations	FCB BDS 2.150% 7/12/22	12-Jul-2022	3133EHQZ9	2,000,000.0000	\$2,000,000.00 USD	\$1,986,460.00 USD	AA+	(\$33,540.00) USD	2.187%	\$43,000.00 USD
Government Obligations	FCB BDS 2.150% 5/28/22	28-Sep-2022	3133EH478	3,000,000.0000	\$3,000,000.00 USD	\$2,955,030.00 USD	AA+	(\$44,970.00) USD	2.189%	\$64,500.00 USD
Government Obligations	FHLB BDS 1.000% 3/29/18	29-Mar-2018	3130A7H73	2,000,000.0000	\$2,000,000.00 USD	\$1,998,120.00 USD	AA+	(\$1,860.00) USD	1.001%	\$20,000.00 USD
Government Obligations	FHLB BDS 1.250% 6/27/18	27-Jun-2018	313393JQ5	3,000,000.0000	\$3,000,000.00 USD	\$2,993,820.00 USD		(\$6,180.00) USD	1.253%	\$37,500.00 USD
Government Obligations	FHLB BDS 1.600% 4/13/20	13-Apr-2020	3130AAB3F1	1,000,000.0000	\$1,000,000.00 USD	\$990,910.00 USD	AA+	(\$9,090.00) USD	1.615%	\$16,000.00 USD
Government Obligations	FHLB BDS S/U 1.350% 9/30/21	30-Sep-2021	3130A9DPH1	3,000,000.0000	\$3,000,000.00 USD	\$2,947,530.00 USD	AA+	(\$52,470.00) USD		
Government Obligations	FHLB CONS BD 1.875% 11/29/21	29-Nov-2021	3130AAB3G2	2,000,000.0000	\$1,977,324.00 USD	\$1,983,300.00 USD	AA+	\$5,976.00 USD	1.891%	\$37,500.00 USD
Government Obligations	FHLMC MTN 12/22/20	22-Dec-2020	3134G6SA1	2,000,000.0000	\$2,000,000.00 USD	\$1,974,840.00 USD	AA+	(\$25,160.00) USD	1.722%	\$34,000.00 USD
Government Obligations	FHLMC MTN 19/27/21	27-Oct-2021	3134GBHWK4	3,000,000.0000	\$3,000,000.00 USD	\$2,963,310.00 USD	AA+	(\$36,690.00) USD	2.025%	\$60,000.00 USD
Government Obligations	FHLMC MTN 11/24/21	24-Nov-2021	3134GBMX7	1,020,000.0000	\$1,020,000.00 USD	\$1,001,793.00 USD	AA+	(\$18,207.00) USD	2.057%	\$20,604.00 USD
Government Obligations	FHLMC MTN S/U 1.000% 4/24/20	24-Apr-2020	3134GBGD8	2,000,000.0000	\$1,998,000.00 USD	\$1,985,640.00 USD	AA+	(\$12,160.00) USD		
Government Obligations	FHLMC MTN S/U 1.500% 6/15/22	15-Jun-2022	3134GBRV6	1,000,000.0000	\$1,000,000.00 USD	\$996,550.00 USD	AA+	(\$3,450.00) USD		
Government Obligations	FHLMC NTS 11/26/19	26-Nov-2019	3134G9KW6	1,000,000.0000	\$1,000,000.00 USD	\$988,210.00 USD	AA+	(\$11,790.00) USD	1.366%	\$13,500.00 USD
Government Obligations	FNMA BDS 5/24/19	24-May-2019	3136CZYF8	2,000,000.0000	\$2,000,000.00 USD	\$1,980,700.00 USD	AA+	(\$19,300.00) USD	1.161%	\$23,000.00 USD
Government Obligations	FNMA NT 10/28/19	28-Oct-2019	3135G0Q71	2,000,000.0000	\$2,000,000.00 USD	\$1,968,060.00 USD	AA+	(\$31,920.00) USD	1.270%	\$25,000.00 USD
Government Obligations	FNMA NT 11/26/19	26-Nov-2019	3136CZYA9	2,000,000.0000	\$2,000,000.00 USD	\$1,971,260.00 USD	AA+	(\$28,740.00) USD	1.420%	\$28,000.00 USD
Government Obligations	FNMA NT 5/28/21	28-May-2021	3135G3PR0	2,000,000.0000	\$2,000,000.00 USD	\$1,961,320.00 USD	AA+	(\$38,680.00) USD	1.530%	\$30,000.00 USD
Government Obligations	FNMA NTS 5/06/21	06-May-2021	3135GDX68	2,000,000.0000	\$1,983,900.00 USD	\$1,945,300.00 USD	AA+	(\$38,600.00) USD	1.285%	\$25,000.00 USD



Holdings - Reporting as of Settlement Date
 Account: 6736305280 - COUNTY OF INYO

As of: 31-Dec-2017

Asset Type	Asset/Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Government Obligations	FNMA NTS 7/27/21	27-Jul-2021	3136G3H24	6,000,000.0000	\$6,000,000.00 USD	\$5,857,260.00 USD	AA+	(\$142,740.00) USD	1.588%	\$93,000.00 USD
Government Obligations	FNMA NTS 11/27/18	27-Nov-2018	3135G0774	3,000,000.0000	\$2,989,850.00 USD	\$2,995,260.00 USD	AA+	\$5,310.00 USD	1.625%	\$46,750.00 USD
Subtotals										
Cash & Cash Equivalents					\$12,362,778.05 USD	\$12,411,610.00 USD		\$49,031.95 USD		\$203,842.38 USD
Government Obligations					\$55,964,664.00 USD	\$55,260,253.00 USD		(\$704,411.00) USD		\$771,854.00 USD
Corporate Obligations					\$28,125,015.97 USD	\$28,944,536.66 USD		(\$819,479.31) USD		\$470,121.00 USD
Total					\$97,452,458.02 USD	\$96,616,399.66 USD		(\$835,858.36) USD		\$1,445,617.38 USD

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
10/1/2017 to 10/31/2017

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 10/1/2017	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 10/31/2017
OPEB	\$6,337,540.29	\$0.00	\$60,068.69	\$1,487.54	\$0.00	\$0.00	\$6,396,121.44
Totals	\$6,337,540.29	\$0.00	\$60,068.69	\$1,487.54	\$0.00	\$0.00	\$6,396,121.44

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.95%	2.64%	12.68%	6.00%	7.58%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees.

#44

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

Priority

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

File Number: **585110**
Receipt Number: **2475129**
Geographical Code: **1400**
Copies Mailed Date: **January 8, 2018**
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **ASTORGAS FAMILY RESTAURANT LLC**
Name of Business: **ASTORGAS FAMILY RESTAURANT LLC**
Location of Business: **2206 N SIERRA HWY
BISHOP, CA 93514**

County: **INYO**

Is Premise inside city limits? **No**

Census Tract

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2018 JAN 11 PM 1:45
INYO COUNTY
ADMINISTRATOR
CLERK OF THE COURT

Mailing Address:
(If different from
premises address)

Type of license(s): **47**

Transferor's license/name:

Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
47 - On-Sale General Eating	ORIGINAL FEES	NA	Y	0	09/11/17	\$13,800.00
47 - On-Sale General Eating	ANNUAL FEE	P0	Y	0	01/08/18	\$637.00
NA	STATE FINGERPRINTS	NA	N	7	01/08/18	\$273.00
NA	FEDERAL FINGERPRINTS	NA	N	7	01/08/18	\$168.00
Total						\$14,878.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

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

STATE OF CALIFORNIA County of INYO

Date: September 11, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

ASTORGAS FAMILY RESTAURANT LLC

See 211 Signature Page

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: **590363**
 Receipt Number: **2477248**
 Geographical Code: **1400**
 Copies Mailed Date: **January 19, 2018**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **AKARI, RASEM A**
 Name of Business: **LONE PINE MARKET**
 Location of Business: **119 S MAIN ST
 LONE PINE, CA 93545**
 County: **INYO**
 Is Premise inside city limits? **No**

Census Tract **0008.00**

Mailing Address:
 (If different from
 premises address)

Type of license(s): **21**

Transferor's license/name: **349841 / L M WILLIAMS COMPANY
 INC** Dropping Partner: Yes No

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INYO COUNTY
ADMINISTRATOR
ALFK OF

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	01/19/18	\$646.00
21 - Off-Sale General	PERSON-TO-PERSON TRANSFER	NA	Y	0	01/19/18	\$1,250.00
Total						\$1,896.00

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

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

STATE OF CALIFORNIA County of **INYO** Date: **January 19, 2018**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

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Applicant Name(s)

Applicant Signature(s)

AKARI, RASEM A

See 211 Signature Page

KHALIL, MANHAL

KHALIL, SAMEER

#45



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2018 JAN 12 AM 11:31

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

OFFICE OF THE GOVERNOR

January 8, 2018

To the California County Boards of Supervisors:

Consistent with the requirement in Elections Code section 12000, enclosed please find a copy of the proclamation calling the Statewide Direct Primary Election on Tuesday, June 5, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Krause".

PETER A. KRAUSE
Legal Affairs Secretary

Enclosure

Executive Department

State of California

A PROCLAMATION

BY THE GOVERNOR OF THE STATE OF CALIFORNIA

I, **EDMUND G. BROWN JR.**, Governor of the State of California, pursuant to section 12000 of the Elections Code, proclaim that a Statewide Direct Primary Election will be held throughout this State on Tuesday, the 5th day of June, 2018, at which the following offices are to be filled:

GOVERNOR;

LIEUTENANT GOVERNOR;

SECRETARY OF STATE;

CONTROLLER;

TREASURER;

ATTORNEY GENERAL;

INSURANCE COMMISSIONER;

MEMBERS OF THE STATE BOARD OF EQUALIZATION from each of the four equalization districts of the State;

UNITED STATES SENATOR;

REPRESENTATIVES TO THE CONGRESS OF THE UNITED STATES from each of the 53 congressional districts of the State;

STATE SENATORS from even-numbered districts of the 40 senatorial districts of the State;

MEMBERS OF THE ASSEMBLY from each of the 80 assembly districts of the State;

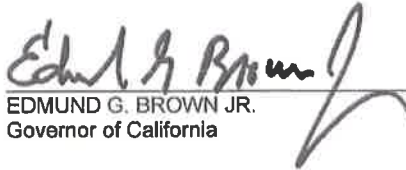
SUPERINTENDENT OF PUBLIC INSTRUCTION; and

All such other state, county, judicial, or other officers as are provided by law to be filled at such election.

I further proclaim that at such election there will also be submitted to the vote of the electors such proposed constitutional amendments, questions, and propositions as are required to be so submitted by the Constitution and laws of this State.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of January 2018.




EDMUND G. BROWN JR.
Governor of California

ATTEST:


ALEX PADILLA
Secretary of State