

Agenda



County of Inyo Board of Supervisors

SPECIAL LOCATIONS:
Furnace Creek, CA
Tecopa, CA

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.

DEATH VALLEY – TECOPA SPECIAL MEETING

May 1, 2018

OPEN SESSION

12:30 p.m. **LOCATION: The Oasis at Death Valley (formerly Furnace Creek Inn), Death Valley National Park, Highway 190, Furnace Creek, CA**

1. **TOUR** – The Board will meet in the lobby of The Oasis at Death Valley, formerly the Furnace Creek Inn, in the community of Furnace Creek in Death Valley National Park to tour improvements being made to the facilities as part of Xanterra's major renovation project. The tour will include the Mission Gardens and new casitas under construction, and is expected to last approximately an hour. The Board will then recess and proceed to Tecopa to reconvene.

4 p.m. **LOCATION: Hurlbutt-Rook Community Hall, 405 Tecopa Hot Springs Rd., Tecopa, CA**

PLEDGE OF ALLEGIANCE

2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

PRESENTATIONS/UPDATES

4.
 - a. Presentation from Susan Sorrells of Shoshone, CA on the positive economic impact of National Conservation Lands and tourism on Southeast Inyo and Inyo County.
 - b. Update from Jeff Childers, Associate Field Manager of the Barstow BLM Field Office, on issues dealing with recreation and natural resources in the Shoshone-Tecopa area.
 - c. Update, discussion and Q&A with the Board about current affairs in Death Valley National Park by *THE* Original Mike Reynolds, Superintendent, Death Valley National Park, and Josh Hoines, DVNP Chief of Resources.

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER-REGISTRAR OF VOTERS

5. Request Board issue an order accepting the Statement of All Votes Cast at the Special Election held April 10, 2018 and declare elected those offices under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

COUNTY ADMINISTRATOR

6. **Personnel** – Request Board approve the modification of Article 8 (Benefits), section 7 of the October 1, 2016 – September 30, 2019 Elected Officials Assistants Association MOU (EOAA), and authorize the Chairperson to sign.
7. **Personnel** – Request the Board approve the July 1, 2018 – June 30, 2021 Memorandum of Understanding between the County of Inyo and the Law Enforcement Administrator's Association (LEAA) and authorize the Chairperson to sign.
8. **Motor Pool** – Request Board approve an increase in the amount of the blanket purchase order with Bishop Automotive Center by \$8,000 to a not-to-exceed amount of \$43,000.
9. **Recycling and Waste Management** – Request Board approve the agreement between the County of Inyo and ShredPro of Mammoth Lakes, CA for document shredding services in an amount not to exceed \$36,000 for the period of July 1, 2018 through June 30, 2021, subject to future budget approval, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SHERIFF

10. Request Board approve an increase in the amount of the existing blanket purchase order by \$5,000 to a not-to-exceed amount of \$20,000 for the purchase office supplies.

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

11. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request discussion on the topic of engaging Southeast Inyo residents on County issues. (*Supervisor Kingsley has requested an opportunity to hear ideas on what the County might consider doing, above legally mandated noticing requirements, to notify the community of issues and potential County actions involving the Southeast portion of Inyo County.*)
12. **PLANNING** – Request Board receive a presentation and review previous correspondence to the Bureau of Land Management regarding the West Mojave Route Network Project and Plan Amendment Draft Supplemental Environmental Impact Statement, and potentially provide direction to send new correspondence.
13. **PLANNING** – Request Board receive a presentation from staff on the status of the Community Plans for Charleston View and Tecopa, and provide input.
14. **PUBLIC WORKS/PARKS & RECREATION** – Request Board receive an update on plans for the Tecopa Sewage Lagoon.
15. **COUNTY ADMINISTRATOR – Public Works Director** – Request Board provide direction to staff regarding how and when it wants to receive updates regarding ongoing efforts to support robust regional air service for the Eastern Sierra.
16. **COUNTY ADMINISTRATOR – Personnel** – Request Board:
 - A) Approve updated job description for the position of Assistant to the County Administrator; and,
 - B) Consistent with the Authorized Position Review Policy, find:
 1. The availability of funding for the requested position comes from the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller; and,
 2. Where internal candidates may meet the qualifications for the position, and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure greatest number of qualified applicants apply for the position and the position is filled with the best possible candidate; and,
 3. Authorize hiring an Assistant to the County Administrator Range 74 (\$4,923 - \$5,983).

17. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of April 3, 2018.

CORRESPONDENCE – ACTION

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

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

19. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:

5

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

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

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Statement of All Votes Cast, April 10, 2018 Special Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Special Election held April 10, 2018 and declare elected those offices under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

SUMMARY DISCUSSION: "The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election..." (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

FINANCING: No impact

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date:

4/18/18

Statement of Votes Cast

General Election

Inyo County

April 10, 2018

SOVC for: All Contests, All Districts, All Counting Groups

Official Final

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
Electionwide				
Inyo County				
101MB	225	126	126	56.00%
102MB	170	101	101	59.41%
103MB	138	81	81	58.70%
104MB	244	150	150	61.48%
105MB	140	89	89	63.57%
106MB	182	74	74	40.66%
107MB	224	136	136	60.71%
108MB	85	64	64	75.29%
109MB	180	119	119	66.11%
110MB	108	36	36	33.33%
Inyo County - Total	1,696	976	976	57.55%
Cumulative				
Cumulative	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Electionwide - Total	1,696	976	976	57.55%

Precinct	Write-In	Unresolved
Electionwide		
Inyo County		
101MB	0	
102MB	0	
103MB	0	
104MB	0	
105MB	0	
106MB	0	
107MB	0	
108MB	0	
109MB	0	
110MB	0	
Inyo County - Total	0	
Cumulative		
Cumulative	0	
Cumulative - Total	0	
Electionwide - Total	0	



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 6

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

FROM: Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Approve the modification of October 1, 2016 – September 30, 2019 Elected Officials Assistants Association MOU

DEPARTMENTAL RECOMMENDATION:

Request Board approve the modification of Article 8 (Benefits), section 7 of the October 1, 2016 – September 30, 2019 Elected Officials Assistants Association MOU (EOAA), and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County and the Elected Officials Assistant Association had a re-opener to discuss additional life insurance for the group. The parties have agreed to provide a \$21.60 per month reimbursement to any member who provides proof of an additional life insurance policy. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

ALTERNATIVES:

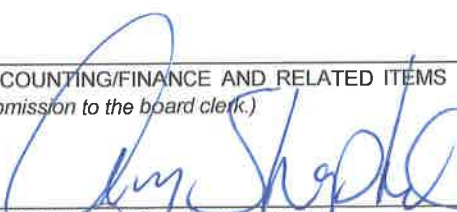
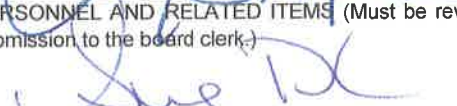
Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with EOAA.

OTHER AGENCY INVOLVEMENT:

- Personnel Department
- County Counsel
- Elected Officials Assistants Association

FINANCING:

The increased costs will be absorbed in the affected Budget this fiscal year. Future year increases will be addressed during the budget process.

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>4/24/18</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: <u>✓</u> Date <u>4/23/18</u>

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) Kevin Carunchio Date: 4/23/18

by Sue B

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND THE ELECTED OFFICIALS ASSISTANTS ASSOCIATION**

October 1, 2016 – September 30, 2019

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Elected Officials Assistants Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

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

ARTICLE 3. NON-DISCRIMINATION

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

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

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

ARTICLE 4. PERSONNEL RULES AND REGULATIONS

The Personnel Rules are hereby incorporated by reference. .

ARTICLE 5. MEMBERSHIP

The Association represents the following positions:

Assistant District Attorney
Assistant Auditor/Controller
Assistant Treasurer/Tax Collector
Assistant Assessor
Assistant Clerk/Recorder

ARTICLE 6. MERIT SYSTEM MEMBERSHIP

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. Notwithstanding the foregoing, whenever a position represented by the Association becomes vacant, the County may exempt the position from the Merit System and fill the vacancy with an employee serving at will. The terms and conditions of such at-will employment shall be covered by a contract between the employee and the County and also by the Personnel Rules and Regulations and this Memorandum of Understanding to the extent they are not inconsistent with the contract. Similarly, any employee represented by the Association whose position is part of the County Merit System may at any time voluntarily enter into such an at-will contract with the County and, in that event, their position shall also be exempted from the Merit System.

ARTICLE 7. SALARIES

Section 1. The positions represented by the Association are flat salaried positions and are not subject to a career ladder or step increases.

Section 2. Salaries for employees represented by EEOA shall be paid in accordance with Attachment A. County will provide the following COLA'S:

October 2016: 1% COLA effective retroactive to first full pay period in October 2016

July 2017: 1% COLA effective July 13, 2017, which is the first full pay period in July.

July 2018: 2% COLA effective July 12, 2018, which is the first full pay period in July.

Section 3. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years - 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

Section 4 . Sick Leave Buy Back: This provision will be deleted upon ratification of the MOU.

ARTICLE 8. BENEFITS

Section 1. The County shall maintain the existing health, dental, vision and life insurance.

Section 2. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

Section 3. County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.

Section 4. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

Section 5. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:

- Eligible for employee only coverage = \$92.31 per pay period
- Eligible for employee plus one coverage = \$184.62 per pay period
- Eligible for family coverage = \$276.93 per pay period

Section 6. Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 7. Each member shall, upon proof of additional supplemental insurance coverage, receive \$21.60/month, the additional insurance coverage may be life insurance or any other additional supplemental coverage offered by any company contracting for such coverage with the County; further, the coverage may be applied to any life or other coverage the employee may have in place at the time of this agreement. Depending on the type of insurance this \$21.60 may or may not be pre-tax.

ARTICLE 9. RETIREMENT PROVISION

Section 1. County agrees to provide 2% at 55 full formula PERS retirement for all represented employees.

Section 2. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

Section 3. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deduction.

Section 4. PERS benefits to represented employees shall consist of:

- a. Final compensation to be based on highest one year salary;
- b. Include post-retirement survivor allowance;
- c. Allow 260 days of accrued sick leave to be added to service credit;
- d. Employer Paid Member Contribution (EPMC)
- e. All other provisions as amended in the County PERS contract.

Section 5. Any new employee hired after January 2013 will be hired under the new PERS formula 2% at 62; and,

- The highest year will be based on the 3 highest years of service
- The employee will be required to pay the member's contribution at the rate stated in the Inyo County PEPR contract. Currently 6.50%.

ARTICLE 10. ADMINISTRATIVE HOURS

Section 1. The County shall grant employees 24 hours of Administrative hours each calendar year.

Section 2. Administrative hours will be granted each January 1 and must be exhausted by the following December 31. Administrative hours will not accrue from one calendar year to the next, with the following exception.

Section 3. Administrative hours will not be paid should an employee terminate, for any reason, from County services.

Section 4. An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.

Section 5. New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

April 1 through September 30.....2 Days
October 1 through December 31.....1 Day

Section 6. If there are any proposed changes to administrative leave provisions for any other groups (except Department Heads) during the term of the agreement, the County and EOAA shall re-open negotiations on this item only, for the sole purpose of possible improvements to this benefit.

ARTICLE 11. ELEVATION TO ELECTED OFFICE

In the event a represented employee is selected to fill a vacancy in an office of an elected official or is elected to the County office for which the employee is the Assistant, the represented employee may carry over to the new position up to 260 days of sick leave for the sole purpose of converting such sick leave at the time of the employee's retirement. Should the employee leave office without retiring, the sick leave carried over will be lost and not subject to being restored (in the case of the employee returning to a County merit system position) or cashed out.

ARTICLE 12. DISCIPLINE AND GRIEVANCES

Except as provided herein and except as to any at-will employees (see Article 6 above), all disciplinary matters and grievances shall be governed by Article XII and XIII of the Personnel Rules and Regulations.

ARTICLE 13. PROFESSIONAL LICENSES AND ORGANIZATIONS

The County shall pay for any mandatory professional licenses required for any represented employee to perform his or her job duties.

ARTICLE 14. EXEMPT EMPLOYEES

The Association agrees that all of its represented positions are exempt from overtime and compensatory time off compensation under the Fair Labor Standards Act.

ARTICLE 15. ELEVATED TO ELECTED OFFICIAL

In the event an Elected Office is vacated by an Elected Official, a represented employee temporarily assigned the duties of that Elected Official shall have his/her gross PERSable salary increased to the amount the Elected Official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

ARTICLE 16. AUTHORIZED AGENTS

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

- a. County Administrative Officer
P.O. Box "N"
Independence, CA 93526
- b. President
Elected Officials Assistants Association
Independence, CA 93526

ARTICLE 17. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, or written, expressed or implied, between the parties, and, except as to any at-will employee with an individual employment contract (see Article 6 above), shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

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

ARTICLE 18. NO STRIKE – NO LOCKOUT

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

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

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

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their

conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 19. EMERGENCY WAIVER

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

ARTICLE 20. SEVERABILITY

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

ARTICLE 21. WAIVER

Section 1. The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU.

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

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

ARTICLE 22. MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be in force and effect from October 1, 2016 through September 30, 2019. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 23. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 1st day of May 2018.

County of Inyo

Elected Assistant Officials

Dan Totheroth

Dee Shepherd

Date

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 7

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

FROM: Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Adoption of the July 1, 2018- June 30, 2021 Law Enforcement Administrator's Association (LEAA)

DEPARTMENTAL RECOMMENDATION:

Request the Board approve the July 1, 2018 –June 30, 2021 Memorandum of Understanding between the County of the Inyo and the Law Enforcement Administrator's Association (LEAA) and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board has given direction regarding negotiations on the current contract with the Law Enforcement Administrator's Association. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

Personnel Department
 County Counsel

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>4/24/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>4/26/18</u>

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

Date: 4/24/18

ks Sue D

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY LAW ENFORCEMENT
ADMINISTRATORS ASSOCIATION**

and

COUNTY OF INYO

July 1, 2018 – June 30, 2021

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**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE COUNTY OF INYO
AND
THE INYO COUNTY LAW ENFORCEMENT ADMINISTRATOR'S
ASSOCIATION**

2018-2021

Section 1 – Introduction

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Law Enforcement Administrators Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

Article 2 – Not applicable

Article 3 - Non-Discrimination

- Section 1: The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code Sections 3500 to 3511.
- Section 2: The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- Section 3: Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

Article 4 – Personnel Rules and Regulations

The County of Inyo Personnel Rules and Regulations are hereby incorporated by reference and, except as provided in this Memorandum of Understanding, govern the terms and conditions of employment.

Article 5 – Membership

The Association represents the following management positions;

Undersheriff:	Sheriff's Department
Lieutenants:	Sheriff's Department
Chief Investigator:	District Attorney

Article 6 – Merit System Membership

Those positions represented by the Association shall be part of the County Merit System, with the terms and conditions of their employment governed by the County Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. The County shall amend the current Merit System rules as necessary to comply with this section.

Section 2 – Salaries / Additional Compensation

Article 1 – Salaries

Section 1: The positions represented by the Association are flat salaried positions subject only to benefits as addressed by this MOU.

Undersheriff:	SC85, SD85, SE85
Lieutenant:	SC81, SD81, SE81
Chief Investigator	SC81, SD81, SE81

Section 2: 2% COLA: July 12, 2018
2% COLA : July 11, 2019
2% COLA: July 9, 2020

Article 2 – Longevity Pay

Effective July 12, 2018: At year 6 on the anniversary date the employee will receive a 1 percent increase to the base salary and will receive a ½ percent increase every year after until employee reaches a total of 8 percent and 20 years of service.

Article 3 – Bilingual Pay

County agrees to compensate Members who meet bilingual proficiency qualifications an additional five percent (5%). The Sheriff shall designate the languages and testing requirements, including periodic re-examination of proficiency as deemed appropriate, which will determine the qualifications for and maintenance of this incentive.

Article 4 – Uniforms

Section 1: The uniform allowance is \$1,000.00 per year for the cleaning, replacement and maintenance of Members clothing.

Section 2: This allowance shall be paid quarterly in the amount of \$250. This shall be payable on the last payroll date of each quarter.

Section 3: All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Member. The determination as to replacement or repair shall be made by the Department. Normal wear and tear is not included.

Article 5 – Out of Classification Pay

In the event a represented employee is temporarily assigned for a period of more than 5 working days to a position with a higher salary range that member shall have his or her salary increased to the amount of the higher range for the duration of the assignment. The increase is retroactive to the first day of the assignment.

Article 6 – Other Safety Compensation

A. Education Incentive:

1. County agrees to compensate Members holding Associate College degrees and/or an Intermediate Certificate issued by Peace Officers Standards and Training an additional 5 percent (5%) of the Members base pay.

2. County agrees to compensate Members holding Bachelor College degrees and/or an Advanced Certificate issued by Peace Officer Standards and Training an additional 5 percent (5%) of the Members base pay.

3. County agrees to compensate Members holding a Supervisory Certificate issued by Peace Officer Standards and Training an additional 5 percent (5%) of the Member's classification base pay.

4. County agrees to compensation Members possessing a Masters Degree in a field applicable to Law Enforcement Management and/or a Management Certificate from Peace Officers Standards and Training (POST) an additional 6% of the Members base pay.

5. Stand By Pay: Employees requested by the Department Head to serve an after hours response capacity will receive \$100 per day for performing standby duties on Saturday and Sunday and any county recognized holiday.

B. Safety Equipment: The County agrees to supply the following safety equipment to Members. If Members wish to purchase equipment that is not standard issue, they may do so at their own expense. All equipment shall meet Departmental approval prior to use.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight including batteries
Ammunition and holder
Safety helmet
Body armor
Parka Rain gear (pants and jacket)

Association agrees to waive all claims for sums expended by its Members to purchase equipment.

C. Expert Pay: All members who qualify as "Expert" or higher at a quarterly qualification shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the Department once each quarter with a Department appointed firearms instructor. For those members unable to participate in the designated shoot due to vacation, illness or other reason acceptable to the Department, the Department may schedule a make-up qualifying shoot. A member may have only one attempt to qualify as Expert or higher for this additional compensation each quarter. The Firearms Instructor will designate, in accordance with Department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

D. Additional Compensation in "Times of Emergency" – In times of declared disaster/emergency, State or Federal, those members assigned to that disaster/emergency shall be compensated for overtime at the rate of time and one-half (1.5%) upon the receipt of reimbursement funds by the County from the State or Federal government for the members work that meets the requirements for the reimbursement rate of 1.5%. This additional compensation shall be provided per the requirements of Resolution No. 94-15.

Section 3 – Leave

Article 1 – Vacation

Vacation accrual rates and use of vacation are defined in the County Personnel Rules and Regulations Manual.

1. The maximum amount of vacation days, which may be accrued, shall be 280 hours (35 days).
2. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35 day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternate vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.
3. In the event an employee would cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

The Association understands that the County is under no obligation to change vacation benefits for DSA employees and that an agreement providing for no changes to vacation benefits for DSA employees would result in no changes to LEAA represented employees.

Article 2 – Holidays

Association Members shall be entitled to the following legal holidays:

January 1 (New Years Day)
Third Monday in January (Martin Luther King Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
September 9 (California Admissions Day)
Second Monday in October (Columbus Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 25 (Christmas)
Christmas Eve and New Years Eve (See below)

All regular employees eligible therefore under Rule 818 of the Personnel Rules shall be entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. The employee's Department head shall determine upon which of the alternative days the employee may take such leave. Department heads shall schedule such leaves in a manner, which ensures continuation of regular County business with a minimum degree of disruption. If an employee cannot be excused on either day, the employee shall be entitled to the leave at some other time convenient to the Department.

Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If any of the above-designated holidays falls on a Saturday, the preceding Friday is a holiday. If any of the above designated holidays falls on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to regulations prepared by the Department Head.

Article 3 – Sick Leave

There shall be no payoff of accrued unused sick leave upon termination or retirement.

Article 4 – Leave Pool

Association members are all currently involved in the County Leave Pool as such continue to be involved on an equal basis with DSA members.

Article 5 – Administrative Leave

Section 1. The County shall grant employees 40 hours of Administrative hours each fiscal year.

Section 2. Administrative hours will be granted each July 1 and must be exhausted by the following June 30. Administrative hours will not accrue from one fiscal year to the next, with the following exception.

Section 3. Administrative hours will not be paid should an employee terminate, for any reason, from County services.

Section 4. An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.

Section 5. New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

July 1-October 31.....	5 Days
November 1-February 28.....	3 Days
March 1-June 30.....	1 Day

Section 4 – Other Benefits

Article 1 – Insurance

Section 1: The County shall maintain the existing health (including PORAC Premier), dental, vision, long-term disability and life insurance and shall continue them on an equal basis for those benefits.

A. Dental

County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

B. Optical

County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.

C. Life

County agrees to pay 100% of the premium for life insurance during the term of this MOU.

D. Short-Term Disability

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator.

E. Long-Term Disability

County agrees to pay 100% of the insurance premium for existing Long Term Disability Program for the term of this MOU.

Section 2: Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 3: County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

Section 4. Employees who have other medical coverage and have opted out of the County's Medical Plan will receive the following:

Employee Only: \$92.31 per pay period
Employee + 1: \$184.62 per pay period
Family: \$276.93 per pay period

Section 5. If and when the County is allowed or becomes eligible to participate in a Two-Tier Medical Insurance System allowing the discontinuation or modification of retiree medical benefits for new hires, LEAA agrees to meet and confer on implementation of the Two-Tier Medical Insurance System.

Article 2 – Retirement

PERS Employee hired prior to January 1, 2013 (Classic)

Section 1: The County agrees to provide the 3% at 50 Full Formula PERS retirement for classic Association members.

Section 2: The County agrees to pay the classic Association members contribution for PERS retirement at the rate of 9%.

Section 3: Members upon retirement may convert up to three hundred (300) days accrued unused sick leave to service credit upon retirement.

Section 4: County will pay 100% of the classic Members' normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Section 20636 (c)(4) and 20691.

Employees hired after January 2013 (PEPRA)

Employees will receive 2.7% at 57 and employees will be required to pay at least 50 percent of normal cost toward retirement.

Section 5 – Policy and Procedures

Article 1 – No Smoking Policy

County and Association agree to a non-smoking policy as a condition of employment for new hires.

Article 2 – Drug and Alcohol Policy

- A. Association agrees to the County Alcohol and Drug Abuse Policy as last amended. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. County also agrees that members who are required by the Department to undergo an alcohol or drug test as described in the policy will:
1. be entitled to a second sample and independent analysis of the second sample; and
 2. be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.
- B. The Association also agrees to the County of Inyo Drug and alcohol Policy pursuant to the Department of Transportation Resolutions as last amended.

Article 3 – Employee Assistance Policy

The County will provide represented employees with the same employee assistance program as provided to its other merit system employees.

Article 4 – Travel Pay

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

Article 5 – Educational Reimbursement

The County agrees to reimburse educational expenses up to a maximum of \$350.00 per fiscal year, per Member for tuition and books.

- The Member must be engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County and is approved by the Department Head.
- The Member must complete the course work with a grade of "passing" or higher and submit a final grade report and a receipt for books purchased.
- If a Member makes a commitment to attend course work either in-county or out-of-county, the Department will make every attempt to

accommodate a Member's request for duty scheduling to allow for successful course completion.

- The Member will be required to utilize leave time if time off in excess of normally scheduled time off is required for successful course completion.
- If the Department grants scheduling priority to a Member and such a priority cause other Members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

Article 6 – Mistaken Overpayments

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of the overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

Article 7 - Elevation to Elected Office

In the event an Association member is elected to any County office, the Member may carry over to the new position 120 days of sick leave for the sole purpose of converting such sick leave to service credit at the time of retirement.

In the event an elected office is vacated by an elected official, a represented employee temporarily assigned the duties of that elected official shall have his salary increased to the amount the elected official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

Article 8 – Discipline & Grievance Procedure

Employee grievances and discipline shall be handled in accordance with the County Personnel Rules and Regulations. Selection of Hearing Officer shall be mutually agreed upon by both parties and to be selected from a list provided by Mr. Curtis Lyon of the State Mediation and Conciliation Service.

This Memorandum of Understanding hereby incorporates by reference the provisions of sections 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act.

Article 9 – Personnel Complaints per Section 832.5 of the California Penal Code

Personnel complaints will be taken as required by law.

In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in Sections 3300 through 3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the investigator's report along with the reason, if known.

Article 10 – Administrative Reorganization

If Department lay-offs are required, those having a below standard evaluation at last annual evaluation will be laid off first, and thereafter, layoffs will be made by seniority. Seniority shall be determined first by rank, then by length of service within a rank and finally by length of service with the Department.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

Section 6 – Other Terms

Article 1 - Authorized Agents

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

County:

County Administrative Officer
P.O. Box N
Independence, CA 93526

Association:

President LEAA
P.O. Box 31
Lone Pine, CA 93545

Article 2 – No Strike – No Lockout

- Section 1: The Association, its officers, agents, representatives and or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out or any other job action by withholding or refusing to perform services.
- Section 2: The County agrees that it shall not lockout the represented employees during the term of this MOU. The term "lockout" is hereby defined so as to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work employees of the County in the exercise of it's rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- Section 3: Any employee of the County who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including termination.
- Section 4: In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – Emergency Waiver

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

Article 4 – Re-opener

- Section 1: Either the Law Enforcement Administrators Association or the County may reopen this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.
- Section 2: The parties shall reopen any provisions of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Article 5 – Employee Organizational Rights and Responsibilities

Article 6 – Separability

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

Article 7 – Sole and Entire MOU

- Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.
- Section 2: The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in full force and effect until June 30, 2021. The County will provide each employee represented by the Association a copy of this and all subsequent MOU's.

Article 9 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 1st day of May 2018.

DATED: 4/24/18

SIGNED: 
LEAA President Eric Pritchard

DATED: _____

SIGNED: _____
Chairperson, Board of Supervisors



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: Motor Pool

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Authorization to increase blanket purchase order to Bishop Automotive Center.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an increase in the amount of the blanket purchase order with Bishop Automotive Center by \$8,000 to a not to exceed amount of \$43,000 from the Motor Pool budget.

SUMMARY DISCUSSION:

The County utilizes outside vendors for preventative maintenance and repair of approximately 150 County owned vehicles in the Motor Pool fleet. Bishop Automotive is one of the vendors used by the County. In addition, tire purchases are made from Bishop Automotive.

On July 18, 2017 your Board approved a blanket purchase order to Bishop Automotive Center in an amount of \$35,000 for the purchase of tires and for maintenance of Motor Pool vehicles. This fiscal year Motor Pool has been required to make some unanticipated tire purchases in order to maintain the fleet and to be prepared for the potential for severe storms. As a result, we find it necessary to increase our purchase order with Bishop Automotive and request your Board's authorization for the increase.

Having an open purchase order will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. Increasing this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.


ALTERNATIVES:

Your Board could choose not to authorize an increase in this blanket purchase order. In that event a separate purchase order for each individual transaction would be used. The net effect would result in a delay every time a motor pool vehicle or a piece of landfill equipment requires service.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Motor Pool budget for the 2017-2018 fiscal year budget 200100 object codes 5171 and 5173.

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>N/A</u> Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/11/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

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

 Date: 4/19/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 9

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Document Shredding Services

DEPARTMENTAL RECOMMENDATION:

Request that your Board 1) approve the agreement between the County of Inyo and ShredPro of Mammoth Lakes, California for document shredding services in an amount not to exceed \$36,000.00 for the period of July 1, 2018 through June 30, 2021 subject to future budget approval, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION:

Inyo County, through Recycling and Waste Management, has employed an office paper-recycling program since September 2004. The program has been well received and County offices recycle an estimated average of 4,000 pounds of paper per month. The recycling of office paper helps Inyo County achieve our waste diversion goals by keeping paper out of the landfills. Additionally, several departments are legally required to protect confidentiality. This process complies with HIPPA regulations and provides a safe, secure way to dispose of private and confidential materials. As required, Shred Pro issues a Certificate of Destruction upon completion of shredding and a copy is kept on file.



The cost of the service is minimal especially when compared to the cost in labor and equipment required to do this work internally. ShredPro provides various sizes of office collection bins in line with department needs. For \$1,000 per month 30 bins from over a dozen locations are emptied and shredded.

RWM sought proposals and bins from document-shredding companies; ShredPro was the only bidder at \$12,000 per year.

ALTERNATIVES: The alternative is to bury the material in the landfill. The collecting, shredding and removal of this material is a very inexpensive alternative compared to land filling the material.

OTHER AGENCY INVOLVEMENT: County Departments.

FINANCING: The Recycling and Waste Management program manages the paper-shredding contract. The expense is paid through the enterprise fund which is reimbursed by the departments benefitting from the service. The Fiscal Year 2018/2019 Budget 045700, Object Code 5265, Professional and Special Services includes this expense.

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>4/3/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/4/2018</u>

PERSONNEL DIRECTOR:

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 4/6/18

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHREDPRO, INC
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES**

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

SCOPE OF WORK:

The contractor is required to perform document shredding services for County offices in the communities of Bishop, Big Pine, Independence and Lone Pine, California. The contractor is required to service the department bins on a once per month schedule, or more often if requested by the County. The contractor will enter the office during normal business hours, empty the office recycling bin into a larger container, and transport the material to the contractors document destruction vehicle where the contents of the bin will be shredded and bagged. Once the shredding has been completed the shredded paper will be taken from the vehicle and stored in a secure manner and will be transported by the contractor to a recycling mill.

The contractor will be required to provide a variety of bin sizes to meet the County departments needs. The contractor will be required, as part of the services, to provide all necessary equipment and tools to provide the required services. Attached is a list of the required bins, bin sizes and locations. (Please note that bin size and locations may change during the contract term.)

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

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

DOCUMENT SHREDDING LOCATIONS

INDEPENDENCE

Administration Building, 224 N Edwards Board Clerk CAO County Counsel Personnel Purchasing	(2) 64-gallon bins
Annex Building, 168 N Edwards Assessor Environmental Health Planning Info Services Public Works	(1) 96-gallon bins (3) Executives
Courthouse, 168 N Edwards First Floor (Basement) Library Municipal Court Museum	(1) 24" bin
2nd Floor Court County Clerk Information Services Treasurers Auditor - 1/4 of 2nd flr bin Auditor's Office - their own 38 gal bin	(1) Executive (3) Executives
3rd Floor-District Attorney 3rd Floor-Superior Court	(1) Executive (1) Executive
Health/Human Services, 155 N Edwards	(1) 64-gallon bin
Jail, 550 S Clay Street	(1) 96-gallon bin
Juvenile Hall, 201 Mazourka Road	(1) Executive
135 S Jackson Street, Water Dept, Yucca Mtn Water Yucca Mtn	(1) Executive

LONE PINE

380 N. Mt. Whitney Road, Health & Probation (1) Executive
Probation
Social Services

726 N Main Street, Sheriff's Substation, (1) 38 gallon bin

BISHOP

163 May Street - Administration & Health
Administration (1) 64 gallon bin
CAO (1) 64 gallon bin
County Counsel
HHS
Motor Pool
Parks
Personnel
Risk Management
Solid Waste

Central Services, 207 West South Street (1) 96 gallon bin
Ag Commissioner
Animal Control
Farm Advisor
Public Health (1) 38 gallon bin
Veterans Office

162-J Grove Street
Behavioral Health (1) 96-gallon bin
ESAAA (1) 38 gallon bin
Public Admin/Guardian

162 E Line Street, Suite B, Child Support
Child Support (1) Executive
District Attorney (1) 38 gallon bin

301 W Line Street
Sheriff Substation (1) 38 gallon bin
Superior Court (1) Executive

920 N Main Street, Probation/Social Services
Probation (1) 38 gallon bin
Social Services (2) Executives

568 W. Line St, HHS (1) 38 gallon bin
WIC
Prevention

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND SHREDPRO, INC
FOR THE PROVISION OF DOCUMENT SHREDDING **SERVICES**

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

SCHEDULE OF FEES:

County will pay the contractor \$12,000 annually for all the work in Attachment A, to be invoiced monthly.

The term of the contract will be for a period of three fiscal years.



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: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Authorization to increase blanket purchase order to Office Depot.

DEPARTMENTAL RECOMMENDATION:

Request the Board approve an increase in the amount of the blanket purchase order to Office Depot by \$5,000 to a not to exceed amount of \$20,000 from the Sheriff's General Budget for the purchase of office supplies.

SUMMARY DISCUSSION:

On August 1, 2017, your Board approved a blanket purchase order with Office Depot for \$15,000. This amount includes all office supplies purchased for the Jail Facility, Animal Services as well as the MINT office. We feel that the requested \$5,000 will be sufficient to see us through until the end of FY 2017-2018.

ALTERNATIVES:

Your Board could choose not to authorize the increase which may impede daily operations.


OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the FY 2017-2018 Board approved Sheriff's General budget (022700), General Operating (5311) and other budget units under the Sheriff's control.

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: 4/19/2018
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 4/19/18



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: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: West Mojave Route Network Project and Draft Supplemental Environmental Impact Statement

DEPARTMENTAL RECOMMENDATION: Request the Board receive a presentation and review previous correspondence to the Bureau of Land Management regarding the West Mojave Route Network Project and Plan Amendment Draft Supplemental Environmental Impact Statement, and potentially provide direction to send new correspondence.

SUMMARY DISCUSSION: The West Mojave Route Network Project (WMRNP)¹ is a supplement to the 2006 West Mojave Plan (WEMO), which updated the 1980 California Desert Conservation Area (CDCA) Plan. The CDCA Plan addressed public-land resources and resources use within 25-million acres of land in southern California. A lawsuit was filed challenging the 2006 Western Mojave Record of Decision route designation process, and in 2011, a court order directed the Bureau of Land Management (BLM) to amend the CDCA Plan and reconsider route designation throughout the WEMO area.

The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert, identifies additional livestock grazing alternatives that may enhance long-term conservation goals identified in the 2006 West Mojave Plan, and addresses inconsistencies in the language between the CDCA and the West Mojave Plan.

The WMRNP Supplemental Environmental Impact Statement (EIS) forms the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The BLM designated over 15,000 miles of existing roads in San Bernardino, Riverside, Kern, and Inyo Counties as open or closed to off-highway travel, or limited to specific types of travel, including non-motorized or non-mechanized. The decision resulted in management strategies that include the installation of barriers and signs, rehabilitation of closed routes, realignment of routes or other actions.

After reviewing the proposed WMRNP alternatives, the Board, in a letter to the BLM dated June 2, 2015, requested that the BLM implement Alternative 3, which maximizes recreational opportunities and access to key destinations such as mining prospects and limiting impacts to grazing allotments. The BLM's preferred alternative, however, was chosen to be Alternative 4. It is described as using the No Action network as adopted by the 2006 WEMO Plan, and modifies the No Action route network in response to specific agency, community, and public comments to recognize specific travel needs. The Proposed

¹ For more information regarding the WMRNP, please see the BLM website at: www.blm.gov/wmrnp

Action was developed in response to public comments on the Draft SEIS, plan amendment decisions made in the DRECP, land tenure adjustments made since the Draft SEIS was published, as well as updated information for several resources. BLM states that the Proposed Action amends the CDCA Plan Motorized-Vehicle Access (MVA) Element and Recreation Element goals and objectives to integrate with the route designation parameters and broad regional strategies developed in the 2006 WEMO Plan and 2016 DRECP. The BLM's proposed action adjusts the No Action alternative based on transportation management framework and mitigation triggers created on designation criteria (some are from ACEC's and NLCS described by the DRECP), at both route-specific and area or network-wide levels.

Staff has found that routes within Travel Management Area (TMA) 2, which lies within the county boundary, include the following subregions: Darwin, Sierra, and North Searles. These routes are labeled as follows: Motorized Travel defined as any vehicle with a motor including Off Highway Vehicles (OHV); Non-motorized Travel defined as vehicles without motors (bicycle, pack animal, by foot, etc.); Non-Mechanized defined as forms of travel without use of mechanical apparatus; and lastly, Translinear Disturbances which are described as single or two track linear features that are not part of the BLM's transportation system and are often created by the repeated travel of off-road vehicles. In choosing Alternative 4, the BLM has altered the designation of some routes within the Travel Management Area (these changes can be seen in the attached maps). Many of the previously existing translinear disturbances have been changed to allow motorized travel while some of the motorized travel routes have been limited to non-mechanized or non-motorized travel. The exchange in mile per mile has not yet been analyzed as staff is awaiting data from the BLM.

All limitations to routes within the Darwin Subregion have changed from translinear disturbance to non-motorized, specifically bicycle and hiking trails. Limitations within the Sierra Subregion are motorized to non-motorized following the Union Pacific former railbed (stretching from Ridgecrest to Olancho.) Lastly, routes within the North Searles Subregion have altered some currently labeled motorized and translinear disturbances from motorized to one non-motorized and a network of non-mechanized. The altered routes within the North Searles Subregion are located at high elevation and through rough terrain.

OTHER AGENCY INVOLVEMENT: BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may specify the content of any additional correspondence and authorize the Chair to sign.


FINANCING: General funds are utilized to monitor State and federal planning efforts.

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: 4/19/18

Attachments:

Previous Correspondence
Maps



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

June 2, 2015

Bureau of Land Management
California Desert District
Attn: WMRNP Plan Amendment
22835 Calle San Juan de Los Lagos
Moreno Valley, CA 92553

RE: West Mojave Route Network Project and Plan Amendment Environmental Impact Statement Correspondence

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, I thank you for the opportunity to comment on the West Mojave Route Network Project and Plan Amendment (WMRNP). The Inyo County Board of Supervisors supports the Bureau of Land Management's (BLM) effort to draft a balanced plan that identifies appropriate route designations and livestock management policies.

Inyo County's base economic contributors are recreation, mining, and agriculture. Economic development is limited in Inyo County due to the public land ownership pattern, and the decisions of public land management agencies may have significant impacts to the vitality of our regional economy. Motorized access is essential to most recreational activities within the West Mojave planning area, and recreational spending generates substantial direct and indirect economic activity in our region. Extraction of mineral resources are also important to the County's economy, and the selected WMRNP alternative should ensure that access to existing and future mining prospects is protected. Finally, ranching on public grazing allotments represents a third tier of Inyo County's base economy, and increasing restrictions on grazing represent a significant constraint to the sustainability of this industry. The Inyo County Board of Supervisors request that the BLM give significant consideration to the socioeconomic impacts of the proposed WMRNP alternatives in selecting a plan for implementation.

To that end, after consideration of the proposed WMRNP alternatives, the Inyo County Board of Supervisors supports the Preferred Alternative: Alternative 3, which maximizes recreational opportunities and access to key destinations, such as mining prospects, and limits impacts to grazing allotments outside of Desert Tortoise habitat.

Thank you for including Inyo County in this important planning process, and please accept our gratitude to BLM staff for providing our Board with a special presentation on the proposed WMRNP EIS on April 7th. Please contact the County's Administrative Officer, Kevin Carunchio, at (760)878-0292 or by email at kcarunchio@inyocounty.us if you have any questions.

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors

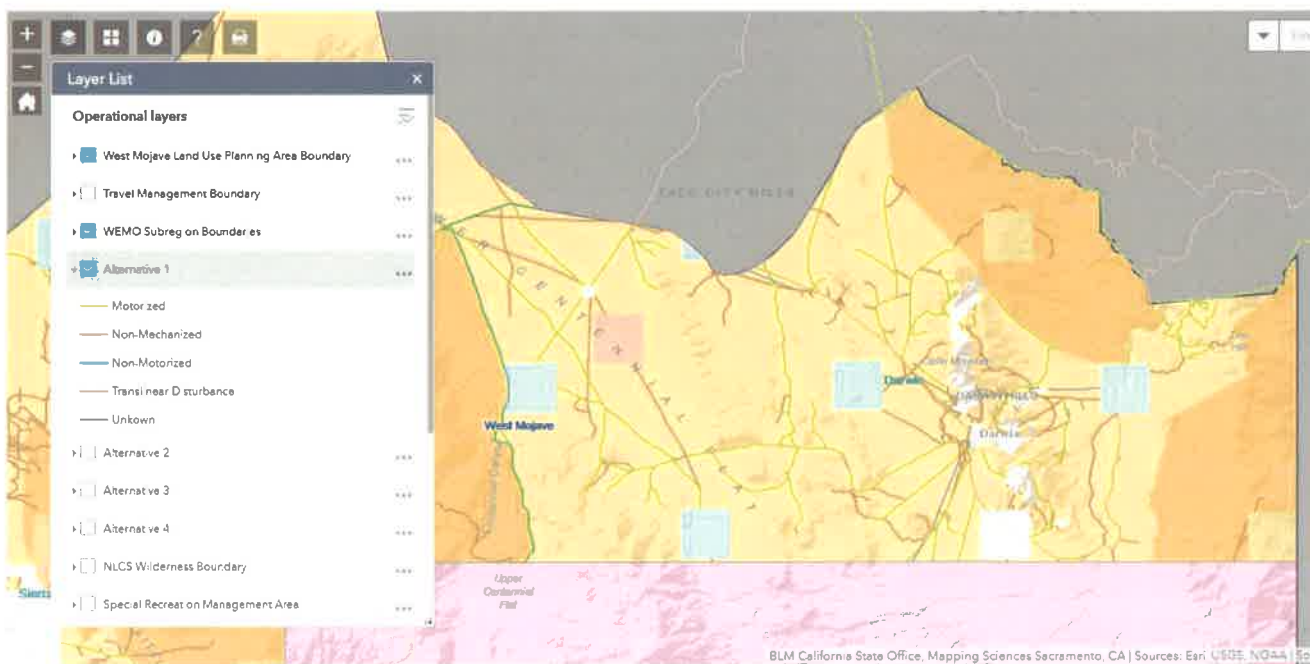
cc:

County Administrative Officer
County Counsel
Planning Director
Secretary Jewell, U.S. Department of Interior
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Kern County
Los Angeles County
San Bernardino County

Alternative 1 – No Action Alternative
Darwin Subregion

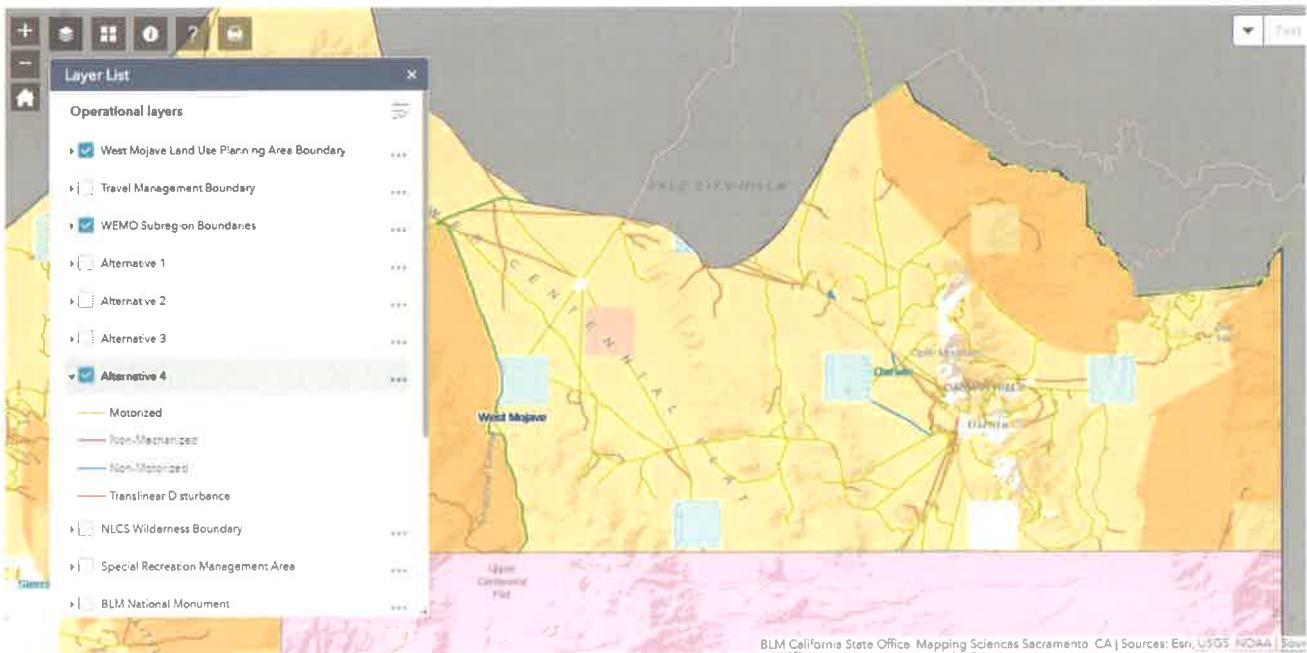


West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



Alternative 4 – BLM Preferred Alternative
Darwin Subregion

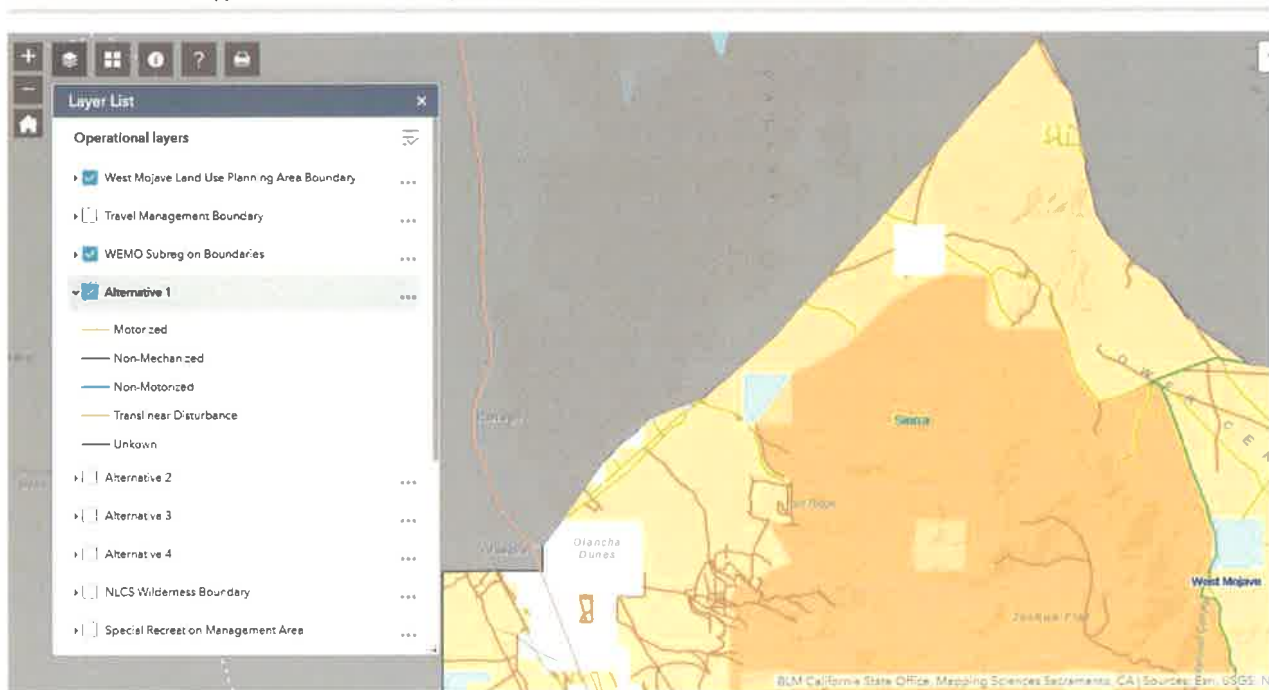
 **West Mojave Route Network Project Online Map**
for the Draft Supplemental Environmental Impact Statement



Alternative 1 – No Action Alternative
Sierra Subregion (Northern)

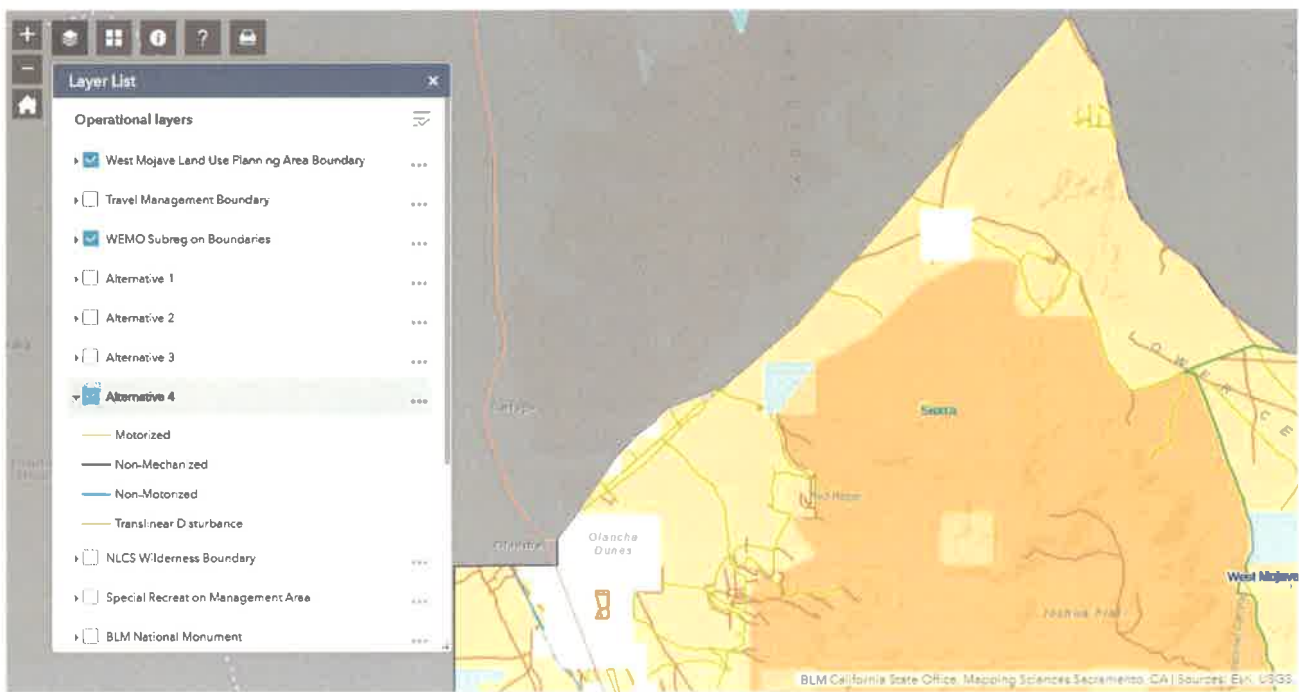


West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



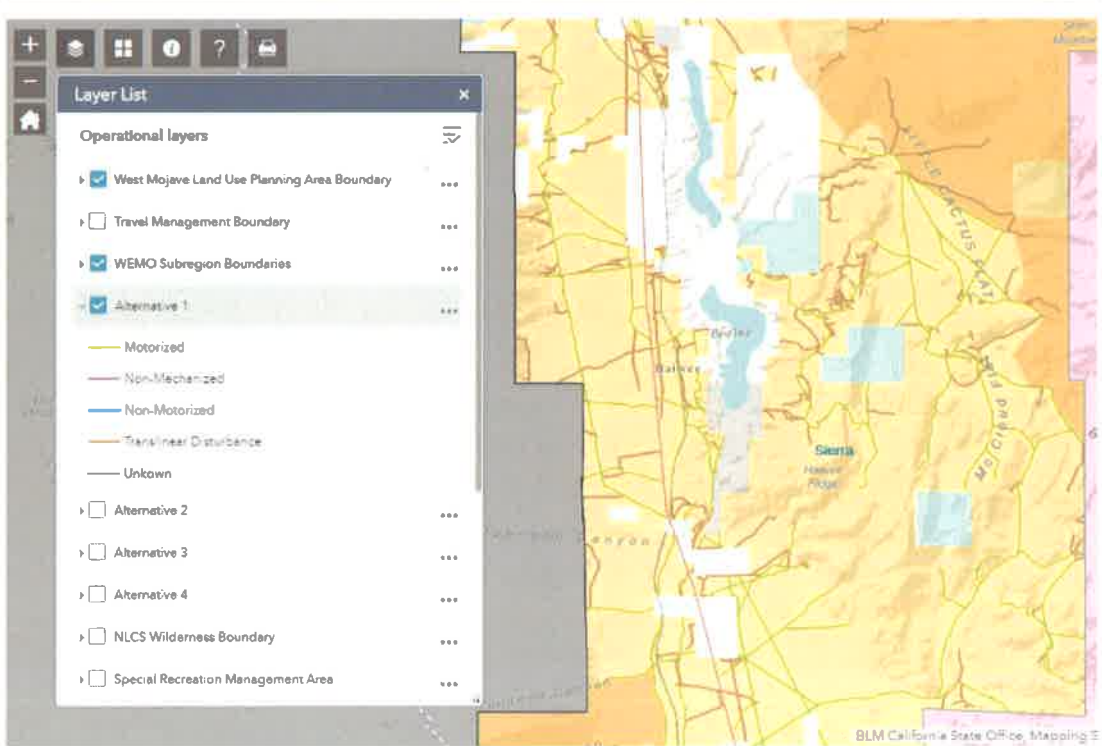
Alternative 4 – BLM Preferred Alternative
Sierra Subregion (Northern)

 **West Mojave Route Network Project Online Map**
for the Draft Supplemental Environmental Impact Statement



Alternative 1 – No Action Alternative
Sierra Subregion (Central)

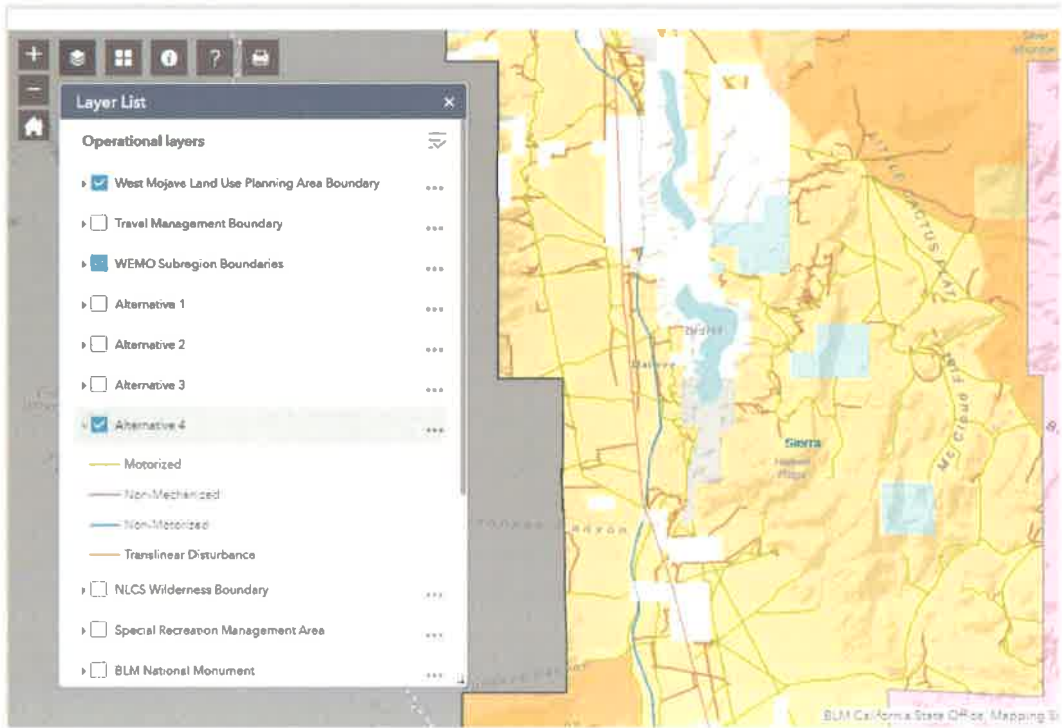
 **West Mojave Route Network Project Online Map**
for the Draft Supplemental Environmental Impact Statement



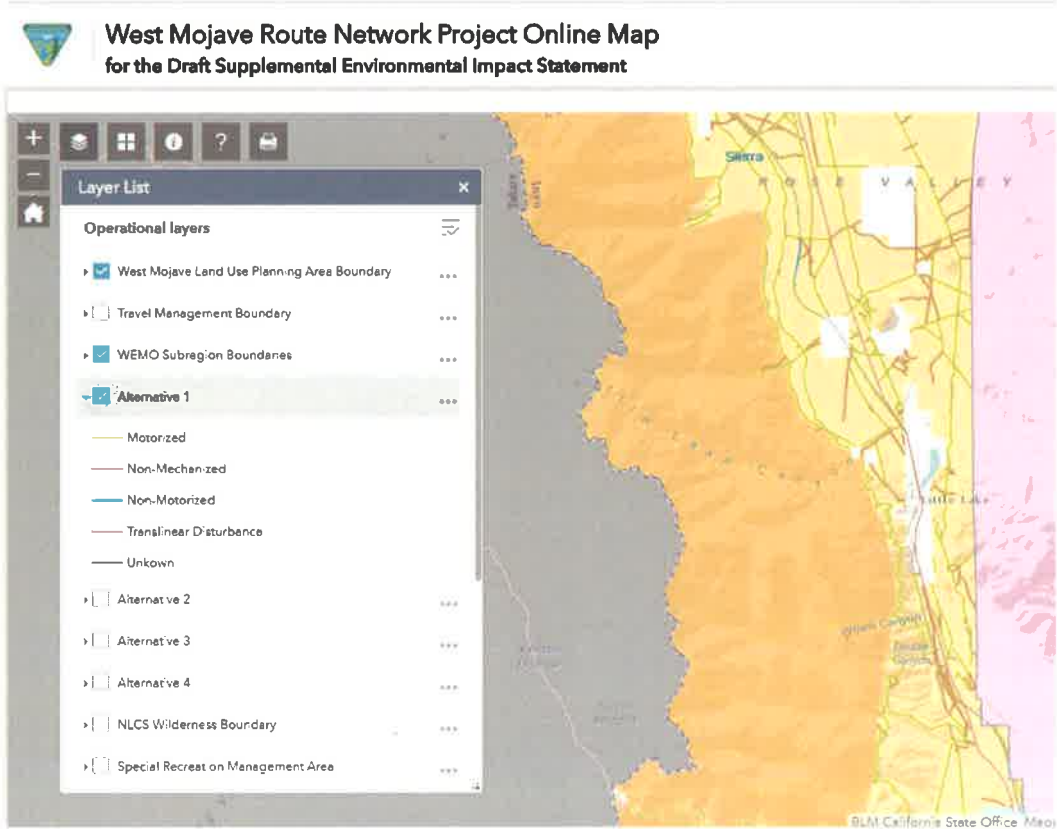
Alternative 4 – BLM Preferred Alternative
Sierra Subregion (Central)



West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



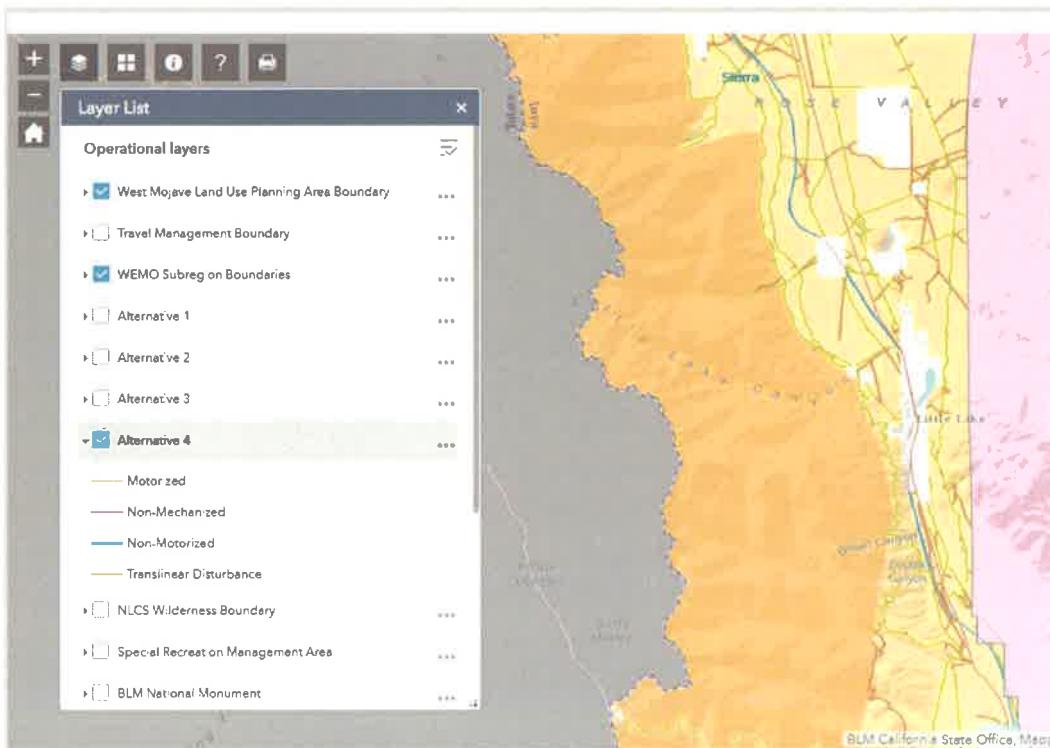
Alternative 1 – No Action Alternative
Sierra Subregion (Central)



Alternative 4 – BLM Preferred Alternative
Sierra Subregion (Central)



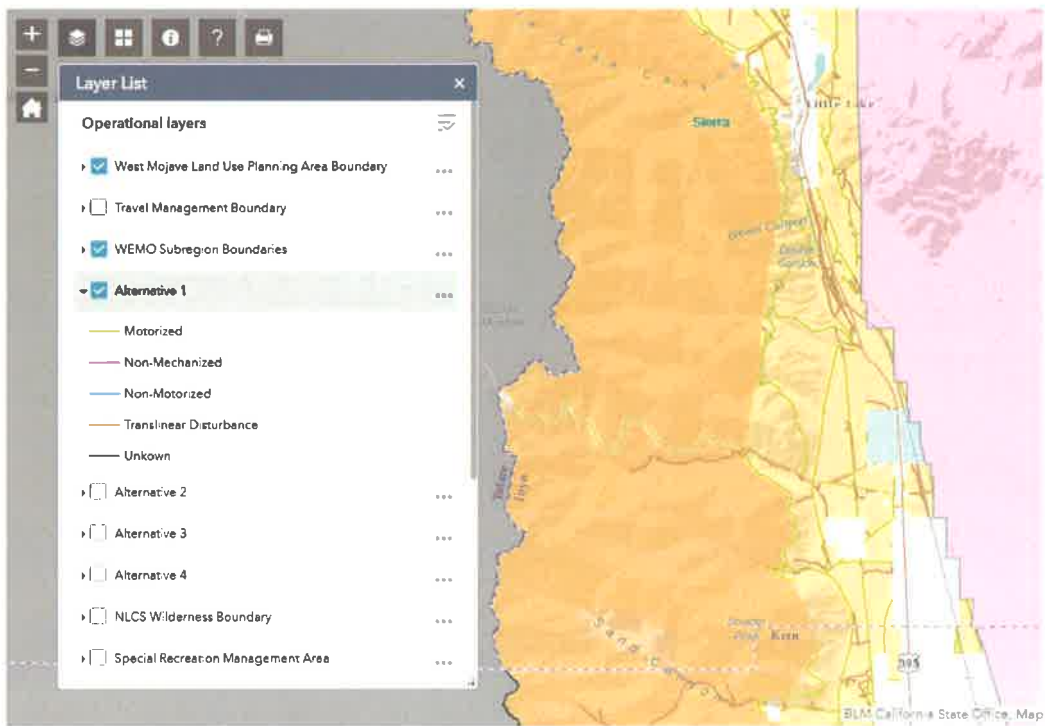
West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



Alternative 1 – No Action Alternative
Sierra Subregion (Southern)



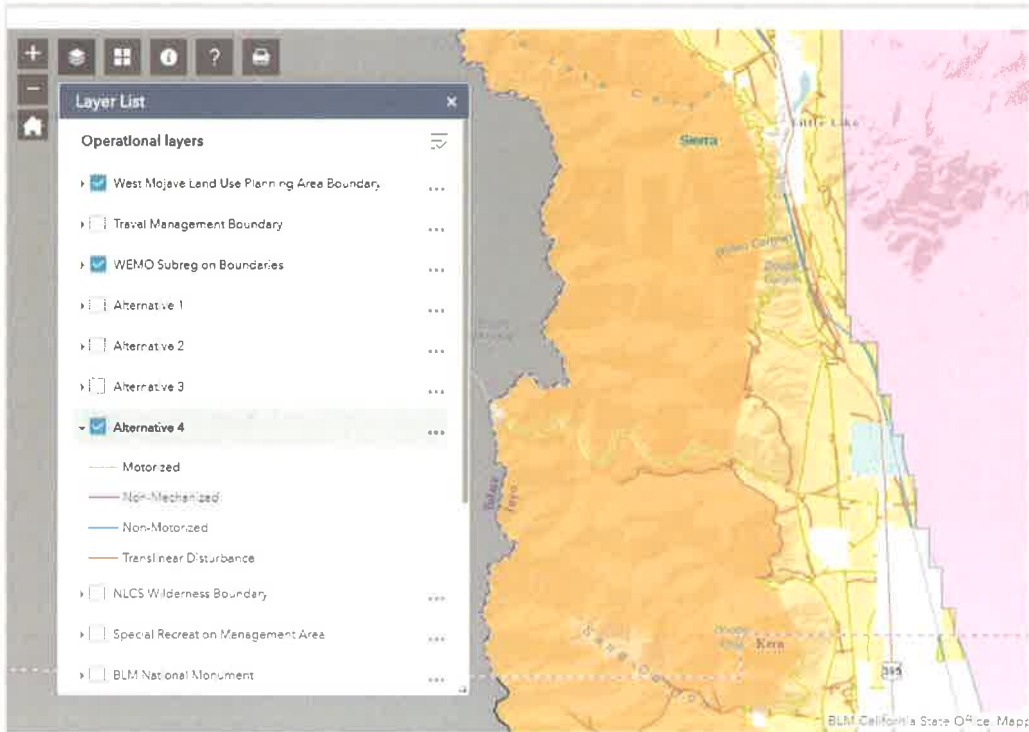
West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



Alternative 4 – BLM Preferred Alternative
Sierra Subregion (Southern)



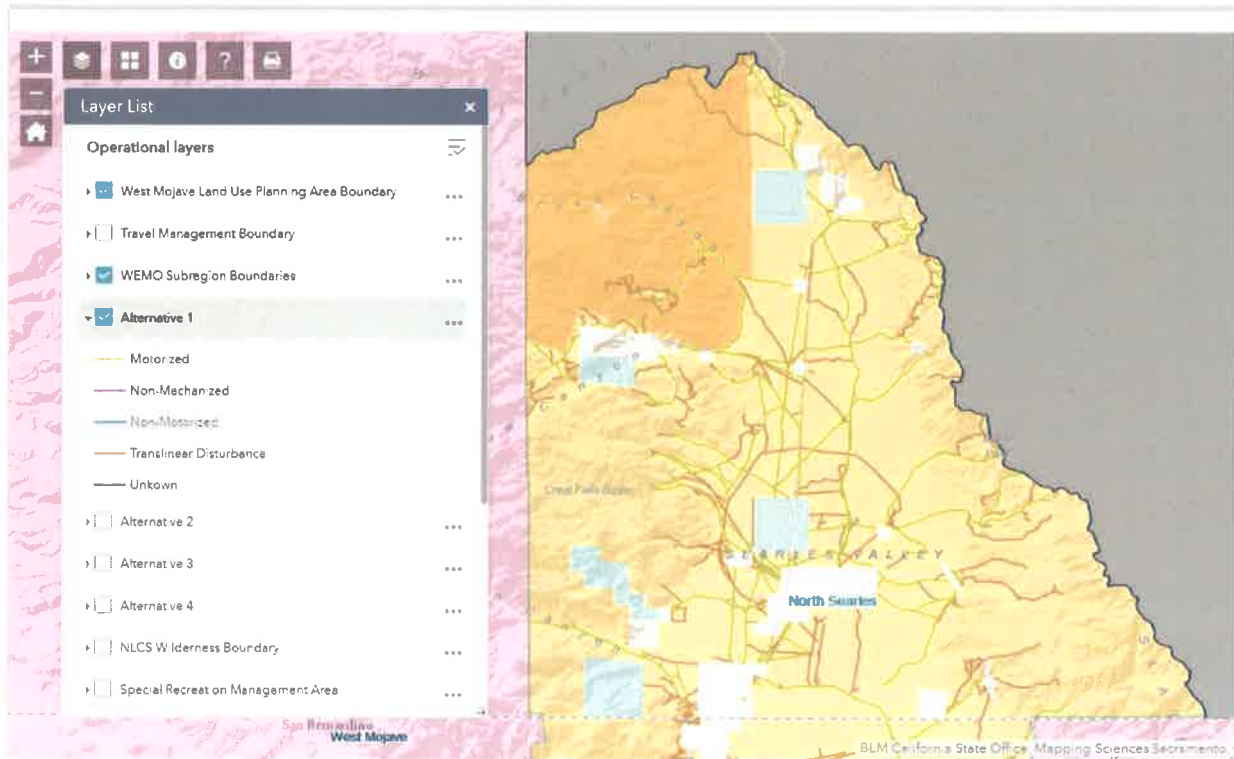
West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



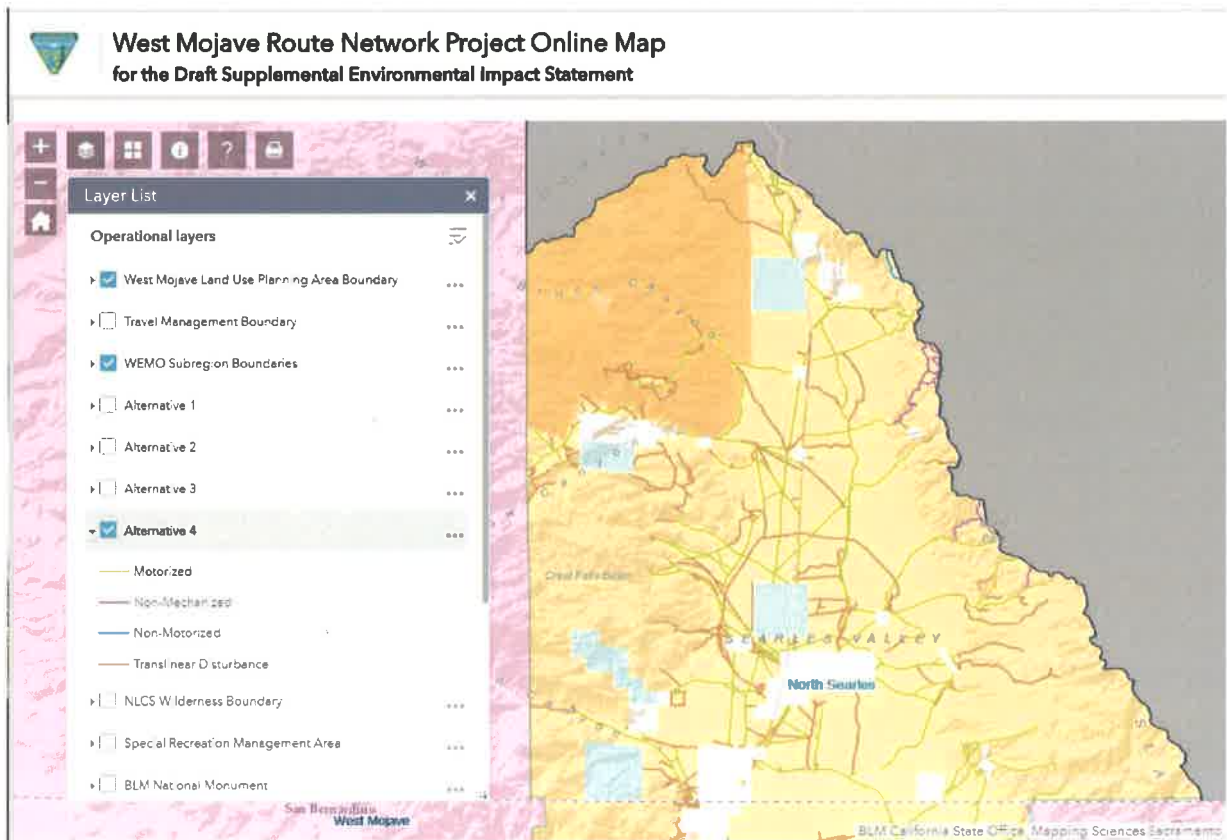
Alternative 1 – No Action Alternative
North Searles Subregion



West Mojave Route Network Project Online Map
for the Draft Supplemental Environmental Impact Statement



Alternative 4 – BLM Preferred Alternative
North Searles Subregion





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 13
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Community Plans for Charleston View and Tecopa.

RECOMMENDATION: Receive a presentation from staff on the status of the Plans for Charleston View and Tecopa and provide input.

SUMMARY DISCUSSION: During the County's Renewable Energy General Plan Amendment process, a Solar Energy Development Area (SEDA) was established for Charleston View. The Charleston View SEDA led to discussions about the need for additional local planning and a suggestion for a Specific Plan for Charleston View was made. People in the communities of Tecopa and Shoshone expressed interest in planning for their communities, as well. In response to this, the Board directed staff to prepare Plans for Charleston View, Tecopa and Shoshone.

Update

Existing Conditions Reports were prepared (with the help of community members through public workshops) and were presented to the Board on May 3, 2016. Staff also presented Background reports, with a focus on issues and opportunities, to the communities during visioning workshops that were conducted in October 2016.

The public visioning workshops were very well attended and staff received a substantial number of comments on how people wanted to see their communities in the future. The Visioning workshops also included a mapping exercise where people illustrated on maps where they would like to see certain land use designations that would set the framework for future development. Also, vision statements were created for each community during the visioning workshops. They are as follows:

Charleston View: Charleston View is a homegrown community focused on innovatively sustaining life, history and culture for one another.

Tecopa: Tecopa is a forward thinking, technologically advanced, community and destination that preserves relaxation and encourages discovery.

In January 2018, community design workshops were held in Charleston View and Tecopa. These workshops were conducted to further the communities' visions by adding more detail to what the type of development identified in the visioning exercise would look like on the ground. These workshops were well attended and, again, staff was able to collect thoughtful and interesting comments.

Not long after the October 2016 visioning meetings the property owner of Shoshone came to planning staff with a request to rezone and have general plan amendment adopted for her property outside of the community planning process. This rezone was completed in December 2017 and staff is no longer working on a plan for Shoshone.

Also, as staff has begun to develop the Draft Plans it has come become clear that these plans, as envisioned in the original statement of work, are not by definition, specific plans. As proposed, they are Community Plans and staff will be referring to them as such moving forward. A specific plan focuses on implementing the General Plan policies already in place and requires substantial evaluation and implementation strategies for infrastructure improvements. Community Plans are used to add or enhance and refine General Plan policies for a particular area. This can include preparing goals, visions and policies with regard to future development for a specific area.

The Plans

The Community Plans will include information from the background reports and community meetings and will address several General Plan Elements that will need to be updated with new policies to help direct the vision of the communities. The General Plan Elements contemplated for updates in response to the Community Plans are: Landuse, Public Service and Utilities, Economic Development and Conservation and Open Space. Along with proposed General Plan policies, there will also be implementation strategies for each proposed policy, including zone change proposals.

Tecopa

The Tecopa Community Plan is focused on redevelopment, infill and innovative landuse. The community is primarily concerned about infrastructure needs, more business opportunities, capitalizing on tourism and keeping the character of Tecopa intact. Some interesting ideas for Tecopa include a true mixed use commercial/residential zone where there is not a prescribed ratio of each use and that they don't have to be in the same building; sustainable and innovative building methods and energy use; dark skies regulation; cannabis businesses; more resort type development; and, home occupations.

Charleston View

The Charleston View Community Plan will address directing how the community will develop and grow. The people in Charleston View are worried about how the large amounts of vacant land that surround them will develop in the future and how possible growth will affect their community. This worry was frequently expressed as 'we don't want to be like Pahrump'. They are also interested in infrastructure development and services mostly for roads, fire protection and power; commercial development along the Old Spanish Trail Highway; keeping the large residential lots for homes with large gardens; community gardens; mobile home and RV Parks; sustainable development, water use and energy production.

Moving Forward

The Draft Community Plans are currently being developed by staff and are projected to be completed by fall/winter 2018. Once the drafts are ready they will be presented to the communities for comment and possible changes. They will then be shared with the Planning Commission and the Board for further review and input. Staff will continue to look for possible funding sources to conduct a CEQA analysis on the Draft Plans.

OTHER AGENCY INVOLVEMENT: Potentially: Death Valley National Park, the Bureau of Land Management, local service districts.

FINANCING: This planning effort is being done in house by planning staff. In the case of additional consultant resources for planning and/or CEQA compliance, general fund resources would need to be utilized unless grant funding can be procured.

<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>
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: 4/18/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administrator / Public Works Director

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Regional Airport and Air Service Updates

DEPARTMENTAL RECOMMENDATION:

Request your Board provide direction to staff regarding how and when it wants to receive updates regarding ongoing efforts to support robust regional air service for the Eastern Sierra.

SUMMARY DISCUSSION:

In January of this year, your Board and the Mammoth Lakes Town Council executed an *Outline of Statement of Intent for Flexibility and Cooperation on the Development of Infrastructure and Programs in Support of the Provision of Reliable and Expanded Commercial Air Service*. Since that time, staff from Inyo County and the Town of Mammoth Lakes has been meeting to discuss the status of improvements to and commercial air service at the Bishop and Mammoth-Yosemite airports. These meetings have, at times, included regional air service partners – most notably representatives from Mammoth Resorts as well as, periodically, from Mammoth Lakes Tourism – and one meeting with senior Federal Aviation Administration staff in Los Angeles.

Mammoth Resorts and Mammoth Lakes Tourism are the two Eastern Sierra entities that provide sources of funding for airline seat guarantees (or, subsidies) necessary to support commercial air service at the Mammoth-Yosemite Airport and, possibly in the future, at the Bishop Airport. As your Board is aware, representatives from Mammoth Resorts have publicly stated the corporation's support for establishing commercial air service at the Bishop Airport.

Adhering to the Statement of Intent, meeting participants have been discussing a variety of issues pertaining to supporting robust regional air service including: necessary and desired improvements at both airports; the needs of the respective airport sponsors (the Town of Mammoth Lakes and County of Inyo); FAA funding and licensing processes and options; and, airport and air service funding scenarios. Currently, Town and County staff, as well as Mammoth Resorts representatives are working to develop a "one-page" overview of how airport improvements and commercial air service appear likely to unfold over the next one to five years relative to both the Bishop and Mammoth-Yosemite airports.

Assuming that agreement can be reached among the meeting participants as to what this simplified and high-level overview of what robust regional air service looks like, the next step would be to share this information with your Board, the Mammoth Lakes Town Council and the public. At the April 19th meeting of the Eastern Sierra Council of Governments, ESCOG representatives suggested that this information first be shared with the Mammoth-Inyo Airport Working Group, in advance of presenting it to the Inyo County Board of Supervisors or Mammoth Lakes Town Council so that the ESCOG representatives on the MIAWG could frame policy questions for both the elected bodies. The MIAWG is comprised of one representative from each of the ESCOG's member agencies.

It is not certain that the air service overview, as currently envisioned, will lend itself to immediate policy considerations beyond those already contemplated, generally, by the *Statement of Intent*. However, presenting such information at a MIAWG meeting (instead of sequentially to the Inyo Board and then the Mammoth Council, or vice-versa) might provide all interested parties, including the public, an opportunity to receive the information at the same time. And, doing so could afford the public and other agency representatives and opportunity to better participate in discussions with the airport sponsors when the information is presented to the Inyo Board and Mammoth Council for consideration. Conversely, your Board may wish to receive this information, first, publicly, at a Board of Supervisors meeting before it is presented to other bodies.

The purpose of this Agenda Request is to provide your Board an opportunity to discuss how and when it would like to receive updates on regional air service discussions within the context of the *Statement of Intent* and, in doing so, provide direction to staff with regard to whether your Board has a preference for receiving updates and overviews in advance of presentations to other bodies like the MIAWG?

ALTERNATIVES:

The purpose of this Agenda Request is to provide your Board an opportunity to discuss how and when it would like to receive updates on regional air service discussions within the context of the *Statement of Intent* and, in doing so, provide direction to staff with regard to whether your Board has a preference for receiving updates and overviews in advance of presentations to other bodies like the MIAWG?

OTHER AGENCY INVOLVEMENT:

Town of Mammoth Lakes; Eastern Sierra Council of Governments; Mammoth Inyo Airport Working Group; Mammoth Air Service Group; Mammoth Resorts; and, Mammoth Lakes Tourism.

FINANCING:

Not applicable.

<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:  Date: 4/20/18
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 4/20/18
(Not to be signed until all approvals are received)



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: County Administrator - Personnel

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Assistant to the County Administrator position

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A. Approve updated job description for the position of Assistant to the County Administrator; and,
- B. Consistent with the Authorized Position Review Policy, find:
1. The availability of funding for the requested position comes from the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller; and,
 2. Where internal candidates may meet the qualifications for the position, and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure greatest number of qualified applicants apply for the position and the position is filled with the best possible candidate; and,
 3. Authorize hiring an Assistant to the County Administrator Range 74 (\$4,923 - \$5,983).

SUMMARY DISCUSSION:

The Assistant to the County Administrator position has recently become vacant and filling the position is critical to supporting the day-to-day functioning of the County Administrator's office. The position also provides integral support for the greater County Administrator department, and all County departments. The vacancy has provided an opportunity to update the job description to reflect the broad range of both common and unique responsibilities and duties required of the position. The salary has not been changed.

Until such time as the position is filled, the job responsibilities will be carried out by apportioning them among remaining members of the office staff. Also, during the recruitment effort and until the position is filled, staff will continue to evaluate opportunities to restructure the position to better serve the County and may return to your Board with proposals for re-organizing the office.

ALTERNATIVES:

Your Board could choose to not approve the new job description, however this is not recommended since the changes are additive, and more accurately reflect the broad range of both common and unique job responsibilities. Your Board could also choose not to authorize filling the position, however, this is not recommended since it is a critical position for ensuring the smooth operation of the office, and provides critical supports functions to both your Board and the County as a whole.

OTHER AGENCY INVOLVEMENT:

The position interacts with all County departments, your Board, the public, and a variety of outside agencies, organizations and contractors.

FINANCING:

Funding for this position is included in County Administrative Officer – General budget approved as part of the the Fiscal Year 2017-2018 County Budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>7-20-13</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>04-20-2018</u>

DEPARTMENT HEAD SIGNATURE:  Date: 04-20-2018
(Not to be signed until all approvals are received)



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

ASSISTANT TO THE COUNTY ADMINISTRATOR

SALARY: Range 74

DEFINITION: To manage the day-to-day functioning of the County Administrator's office within the County Administrator department with confidentiality and discretion, including: performing and supervising the fiscal operations for the office; preparing and administering contracts, grants and Requests for Proposals; establishing and maintaining document management protocols and filing; serving as the primary point of contact for initial in-person, telephonic, electronic and written communications; managing office and departmental calendars; coordinating meetings and travel; supporting a variety of duties and responsibilities assigned to the Office of the County Administrator including but not limited to the Clerk of the Board of Supervisors and Emergency Services; and, assisting and, at times, working closely with the County Administrator and department staff on a variety assignments and special projects. Performs designated administrative services, and conducts research and analysis and/or other specialized projects/programs for the County Administrator; assists in preparation of County Budget preparation, analysis, and review in addition to preparing and monitoring office budgets. May participate in the formulation and implementation of administrative policies and procedures; serve as a liaison between the County Administrator's Office and outside organizations/agencies, community organizations, other County departments/divisions, and the public; and to function as a positive and productive team member.

DISTINGUISHING CHARACTERISTICS: This is a professional position responsible for a broad range of administrative management functions for the County Administrator that range from the mundane to highly complex and sensitive, and span multiple divisions, programs and services requiring a diversity of knowledge and skills. Although under what, at times, may appear to be close, general supervision, the position is also expected to most often work independently and effectively, and routinely exercise sound judgment, critical thinking, and defensible decision making with discretion and confidentiality. The Assistant to the County Administrator oversees and performs day-to-day fiscal/accounting operations and budget preparation/monitoring activities; develops and/or implements policies and procedures affecting departments countywide; manages fundamental office communications, filing and record-keeping; prepares and oversees Requests For Proposals, contracts, grants and related reports; writes letters and staff reports, and may prepare and clerk Board of Supervisor, committee, commission, and related meeting agendas; assists the County Administrator and other department staff with implementing a variety of department responsibilities, duties, and special projects; monitors and analyzes and prepares comments on a variety of legislation; serves as a liaison for the County Administrator's Office; may supervise assigned clerical and/or technical employees.

EXAMPLES OF ESSENTIAL DUTIES: Duties may include, but are not limited to, the following: Performs a wide variety of complex, responsible, and confidential secretarial, administrative and managerial support duties for the County Administrator.

Prepares, reviews, and monitors budget(s); coordinates data collection; assists in the preparation of final budget presentation with justifications; coordinates and participates in the ongoing budget monitoring process informing the County Administrator of budget status and adjusts as necessary and as assigned. Coordinates assigned fiscal activities for the office and with other County departments/divisions as necessary and as appropriate.

Performs designated administrative services, which may include contract/grant preparation and monitoring, personnel services support, and/or office management; maintains data, records, and documentation in manual and electronic information systems; conducts a variety of administrative, productivity, and efficiency studies related to policies and procedures; budget processes; performance audits, management reviews, and administrative analyses of operational systems and procedures.

Assists in the development of administrative policies and procedures related to area(s) of responsibility; participates in the development and maintenance of operating procedures/manuals; conducts research and analyses on a variety of issues and topics requested by departments, the County Administrator, or the Board of Supervisors; researches issues, documents findings, and justifies recommendations.

Monitors, researches, reviews, and analyzes existing and new legislation and examines its effect on the County's operations; makes recommendations and provides alternatives consistent with legislative guidelines and requirements.

Assists and maintains department fiscal operations; tracks and monitors expenditures; approves payments; verifies payroll data; and, produces financial reports.

Participates in the preparation of, and administers and monitors contracts, grants and franchise agreements; verifies payments and ensures appropriate approvals are documented; monitors fiscal obligations of assigned contracts and escalates issues to appropriate resources; prepares a wide variety of correspondence, reports, legal documents, agreements, financial spreadsheets, charts, graphs, public relations/media distributions, and presentations; responds to questionnaires and surveys; establishes and maintains documentation and records as appropriate. Independently responds to letters and general correspondence of a routine nature and prepares more sensitive correspondence from notes and general direction, as appropriate; proofreads all materials and written documents originating from the County Administrative Office for grammatical and technical accuracy.

Assists in organizational reviews within the County; provides support and advice regarding strategic planning, identification of staffing needs and growth estimates to ensure consistency with County goals and priorities; identifies alternative solutions, prepares recommendations, and assists in implementing recommended and/or mandated changes.

Plans, prioritizes, assigns, supervises, and reviews the work of clerical and/or technical staff if assigned; provides and/or coordinates staff training; provides recommendations on hiring and other personnel actions as necessary and upon request.

Designs and recommends systems, procedures, forms, and instructions for internal departmental/divisional use; reviews and analyzes possible software packages for application to a variety of fiscal and administrative processes.

Conducts research and prepares correspondence, reports, and studies related to assigned administrative functions as necessary and upon request.

Staffs Board of Supervisor meetings, committees, commission, and related meetings as necessary.

Assists in carrying out departments Emergency Services and Clerk of the Board of Supervisor responsibilities.

Answers questions and provides information to the public; investigates complaints and recommends corrective action as necessary.

Acts as department liaison with other County Departments on all aspects of County Administration, including the budget and policy matters.

Performs a variety of administrative tasks to support the County Administrator's Office operations and/or programs; verifies and prepares requisitions, payment authorizations, and prepares necessary payment requests; manages documents; answers phones, and addresses electronic and written communications; coordinating staff calendars and time-off requests.

Screens calls, visitors, and mail; responds to requests for information; identifies which matters require personal attention by the County Administrator; interprets and explains County policies, rules, and regulations in response to inquiries; refers inquiries to appropriate resources as necessary.

Coordinates and makes travel arrangements for the County Administrator and others; maintains appointment schedules and calendars; tracks due dates and follows up as necessary; arranges meetings and conferences.

Represents the County Administrator's Office to the public as well as other County employees and managers and outside agency representatives, and at designated meetings, workshops and/or task forces as necessary, in a positive and productive manner; serves as a positive and effective team member.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Experience/Training High School graduate or equivalent with a minimum of seven years of increasingly responsible local government experience, including administrative and fiscal duties within a government agency. Up to three years of applicable private sector experience may be counted toward the seven year standard, on a year for year basis. A bachelor's degree or master's degree in a field of study applicable to government services may also be substituted for two or three years of the seven year experience requirement, respectively. In no case shall substitute private sector experience and/or education eliminate the need for at least two years of government experience.

Knowledge of: Standard and accepted principles and methods of public and business administration with special reference to organization, fiscal budget, staffing, and recordkeeping; standard and accepted principles of government budget process and financial reporting tools; standard and accepted uses and applications of statistics, including calculation of mean and median; standard and accepted research techniques, including the use of surveys and questionnaires; basic principles and techniques of administrative analysis, including workload measurement, workflow and layout, work simplification and systems and procedure analysis; basic principles and practices of County-wide operations and County administration and organization; laws, rules and regulations pertaining to local government operations in California; emergency response systems and protocols; relevant computerized systems and software, including word processing, spreadsheet, presentation, and database applications; basic principles and practices of public finance, budgeting, and fiscal control, as well as supervision, training, and performance management; standard and accepted office practices, procedures, and equipment.

Skill to: Communicate clearly, concisely, and effectively in writing and verbally. Employ critical thinking and sound independent decisions making. Demonstrate situational awareness and exercise tact, sensitivity, confidentiality, and discretion. Organize and coordinate multiple administrative services programs within a County department. Excel in managing multiple and competing priorities on schedule. On a continuous basis, read, analyze, evaluate and summarize written materials and statistical data including reports, financial reports, and budgets. Determine effective methods of research, compiling and presenting data, and doing so in form most likely to enhance understanding. Interpret and evaluate staff reports. Know pertinent laws, regulations and codes. Observe performance and evaluate staff. Problem solve issues related to assigned functions. Remember various rules and interpret and adhere to policy. Administer policies, guidelines, and procedures in an effective manner. Perform complex mathematical and statistical calculations accurately. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals. Gain cooperation through discussion and persuasion. Operate and utilize a variety of office equipment including computer hardware and software as assigned; plan, organize and schedule priorities for self and others in an effective and timely manner. Compile and maintain complex and extensive records and prepare routine as well as extraordinary reports.

Core Competencies:

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

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.
- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.
- **Commitment:** Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. *Key Concepts:* Public servant; and customer service.
- **Interpersonal Skills:** Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. *Key Concepts:* Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency:** Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.
- **Craftsmanship:** Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. *Key Concepts:* Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

Typical Physical Requirements: Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required. Repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for verbal communications. Ability to use a variety of office equipment and machines; occasionally run errands; lift light weight. Good memory and recall is necessary for accurate and timely transfer of data/information.

Typical Working Conditions: Most assigned work is normally performed in an office environment. Continuous contact with departmental and County staff, management, general public, individuals, and other outside organizations. Some travel may be required.

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

APPLICATION: Applications must be received **no later than 5:00 p.m.**, _____ at the Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526 (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed.

This position will be assigned to the County Administrator's Office in Independence, California. However, the County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone) and the positions may be assigned, temporarily or permanently, to another work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the County Administrator. **All positions are considered countywide positions**, and employees are expected to report to all Inyo County work locations as needed to complete assigned work.

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 1, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of April 3, 2018.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 04-20-18

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MICHELE HARTSHORN
Assistant Clerk-Recorder
mhartshorn@inyocounty.us

BRANDON BARDONNEX
Office Technician
bbardonnex@inyocounty.us



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

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

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

April 20, 2018

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

RE: Agenda item request

The Inyo County Elections office received the attached Resolution 2017-01 from the Keeler Community Service District. This is requesting the Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered years to Even-Numbered Years, in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404. Please place the attached on the Board of Supervisors agenda under Correspondence – Action at your earliest convenience.

Sincerely,

Michele J. Hartshorn
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE
KEELER COMMUNITY SERVICE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

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

RESOLUTION No: 2017-01

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

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

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

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

WHEREAS, IT IS CONSIDERED THE VIEW OF THE District that starting with the [2018] Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections held in conjunction with the statewide general elections; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

7. In the event that the Inyo County Board of Supervisors declines to authorize consolidation in [2020] on the grounds specified in Elections Code § 10404(e), the Keeler Community Service District Governing Body requests that the Inyo County Board of Supervisors authorize such consolidation at the soonest feasible date.
8. The District and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 17th. day of April, 2018, at a regular meeting of the Governing Body of the Keeler Community Service District, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 0

Dated: April 17, 2018


Michael Gibson, Chairperson

Keeler Community Service District

CERTIFICATION

I, Theona D. Wasson, District Secretary of the Keeler Community Service District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Mike Gibson seconded by Governing Body Member Sherry Casgrove and was duly passed and adopted by a majority of the member of said Governing Body, at an official and public meeting thereof held on April 17, 2018.

Dated: April 17, 2018


Theona D. Wasson, Clerk