

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

October 15, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - *Sprint Telephony PCS, LP et al., v. State Board of Equalization et al., San Francisco Superior Court Case No. CGC-11-51138.*
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

9. **PUBLIC COMMENT**

10. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

11. **Personnel** – Request Board approve and ratify the Memorandum of Understanding between the County of Inyo and Inyo County Employees Association (ICEA) for the period of October 1, 2013 through September 30, 2016; and authorize the Chairperson to sign.
12. **Personnel** – Request Board approve A) a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary, Terms and Conditions of Employment for Non-Represented Employees Employed in Several Offices or Institutions of the County of Inyo and Rescinding 2007-32;” and B) a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolution 2006-05 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo.”
13. **Personnel** – Request Board approve a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolutions 2007-22, 2007-48 and 2008-20 Regarding Premium Pay to County Officers and Employees for Certain Required Licenses and Certifications.”
14. **Personnel** – Request Board A) approve Amendment No. 2 to the Agreement between the County of Inyo and Marvin Moskowitz for personal services as a County Officer, for a salary of \$8,956 per month and authorize the Chairperson to sign; and B) approve a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo.”

CLERK-RECORDER

15. **Election** – Request Board issue an order declaring appointed in lieu of election those candidates submitted for the Special Districts for the November 5, 2013 UDEL Election.

PUBLIC WORKS – ROAD DEPARTMENT

16. Request approval of the revised plans and specifications for the Bishop-Sunland Landfill Truck Scale Project and authorize the Public Works Director to advertise and bid the project.
17. Request approval of the Assignment and Assumption Agreement with Terminix for pest control for the County facilities, for the period of July 1, 2011 through June 30, 2016.

ROAD DEPARTMENT

18. Request approval to close Mazourka Canyon Road, Manzanar Canyon Road, Tuttle Creek road, Lubken Canyon Road, Old State Highway (Olancha area), Cerro Gordo St., Sulfate Road, 9 Mile Canyon road, from October 18 through 28, 2013, during the hours of 8:00 a.m., to 3:00 p.m., as recommended by staff.

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

19. **PUBLIC WORKS – COUNTY ADMINISTRATOR** – Request Board receive a presentation regarding the recently completed Independence Campus Solar Project.

20. **HEALTH & HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Office Assistant exists in the Social Services budget, as certified by the by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply and C) approve the hiring of one Office Assistant I at Range 44 (\$2,259 - \$2,750) or Office Assistant II at Range 46 (\$2,358 - \$2,877), depending upon qualifications.
21. **HEALTH & HUMAN SERVICES – Inyo First 5 Commission** – Request approval of the Contract between the County of Inyo and the Lone Pine Unified School District for the provision of Family Strengthening services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$15,500; and authorize the Chairperson to sign.
22. **HEALTH & HUMAN SERVICE – Eastern Sierra Area Agency on Aging** – Request Board ratify Amendment 2 to the Contract between the County of Inyo and Mono County for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens decreasing the amount provided by \$3,307 to a total amount of \$286,599, for the period of October 1, 2012 through June 30, 2016; and authorize the Chairperson to sign.
23. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest service staff regarding the Inyo National Forest Plan Update/Revision and provide input, and review a draft Focus Paper regarding biology and provide input.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
25. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
26. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in portions of Inyo County during the month of August, 2013.

TIMED ITEMS (Items will not be considered before scheduled time)

- 11:30 a.m.** 27. **CAPITAL ASSET LEASING CORPORATION** – *The Board will convene as the Capital Asset Leasing Corporation Board of Directors to consider the following:*
- A) Election of Officers** – *The Board will elect a President, Secretary and Treasurer for the Corporation.*
 - B) Approval of Minutes** – *Request approval of the October 16, 2012 Capital Asset Leasing Corporation Meeting.*
 - C) Financial Report** - *Inyo County Treasurer-Tax Collector, Ms. Alisha McMurtrie, will present the Financial Report on the Corporation.*
- 11:45 a.m.** 28. **NOTIFICATION** – The Board will tour the new installation of the Solar Project at the Independence Campus.
- 2:00 p.m.** 29. **COUNTY ADMINISTRATOR – PLANNING – COUNTY COUNSEL** – Request Board review draft correspondence to the City of Los Angeles Department of Water and Power Regarding the Draft Environmental Impact Report for the Proposed Southern Owens Valley Solar Ranch Project; and authorize the Chairperson to sign.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

30.. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

31. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on October 3, 2013 and that the count showed the funds to be in balance, pending written verification of inactive accounts.
32. **PUBLIC WORKS – Southern Inyo Airport Advisory Committee** – Agenda for the October 23, 2013 meeting.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: County Administration - Personnel

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Adoption of 2013-2016 MOU between County and Inyo County Employees Association

DEPARTMENTAL RECOMMENDATION:

Request Board (a) ratify and approve the Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (ICEA) for the period October 1, 2013 through September 30, 2016 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Employees Association (ICEA). At this time, negotiations have concluded successfully with both parties agreeing to the proposed Memorandum of Understanding.

ALTERNATIVES:

Not approve and direct staff to come back with different alternatives.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funds are budgeted in contingencies in the 13/14 Personnel Budget, #010800

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.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/10/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Sue DL</i> Approved: <input checked="" type="checkbox"/> Date <u>10/10/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Kevin Carunchio by Date: 10/10/13
(The Original plus 20 copies of this document are required)

Sue DL

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO**

AND

THE INYO COUNTY EMPLOYEES ASSOCIATION (AFSCME LOCAL 315)

2013-2016

ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Employees 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-Milius-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

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

ARTICLE 3 - NON-DISCRIMINATION

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

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

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

ARTICLE 4 - WORKDAY AND WORKWEEK

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

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

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT

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

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.

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

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION

- A. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$35.00 for performing standby duties on each regularly scheduled day and \$50.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- B. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

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

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

ARTICLE 7 - SALARIES

- A. Salaries: Salaries for employees represented by ICEA shall be as set forth in Attachment D. County will provide the following COLA's:

October 2013: 2% COLA effective October 10, 2013, which is the first full pay period in October.

July 2014: 2% COLA effective July 3, 2014, which is the first full pay period in July.

July 2015: 2% COLA effective July 2, 2015, which is the first full pay period in July.

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

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

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

- C. Bi-lingual Pay: Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.
- D. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- E. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8 - PART-TIME BENEFITS

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

A-Par Employees

- A. Part-time, Non-benefited, Merit System Employees:
1. Defined as employees working between 1 to 19.99 hours per week;
 2. Hired through County recruitment process;
 3. Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
 4. Any hours worked in excess of 38 during the two week pay period will be paid at time and one half.
 5. Longevity Pay: Longevity pay for A-Par employees at 2% to be paid after 10 years of service at the pay step and category at the time of attainment of 10 years (not based upon the beginning pay at the time of hire). Additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years. If an A-Par employee moves to a miscellaneous full-time category, the initial hire date is used to calculate the longevity accrual.
 6. Flex Days: Employees will receive 10 hours of flex days per fiscal year - does not accrue.
 7. Holiday Pay: Holiday pay shall be paid at the rate of time and one-half to A-Par employees for working on recognized County Holidays scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules.
 - (a) Employees in this category will not receive holiday pay for county recognized holidays not worked.
 8. Short-Term Disability benefit- Employees in this category may opt into the County's Short-Term Disability program at their own expense through payroll deduction.

9. Such employees shall not receive any other benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, , 20 or 33 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

B-Par Employees

- B. Part-time, Benefited, No PERS Retirement, Merit System Employees:
 1. Defined as employees working between 20.00 to 29.99 hours per week;
 2. Employees hired through the County recruitment process;
 3. Merit System employees with full appellate rights under the Personnel Rules;
 4. Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
 5. Employees shall receive the following benefits:
 - (a) Seventy-five percent (75%) of the County's eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, dependent coverage).
 - (b) Dental and Vision Insurance: Employees will be allowed to opt into dental and vision insurance, premium to be paid by the employee through payroll deduction;
 - (c) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buyback will be based on the budgeted position (20.00-29.99). Employee using less than five days of sick leave in a calendar year and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days;
 - (d) Any hours worked in excess of 58 during the two-week pay period, will be paid at time and one half;
 - (e) Longevity Pay: Longevity pay for B-Par employees to be paid at 2% after 10 years of service at the pay step and category at the time of

attainment of 10 years (not based upon the beginning pay at the time of hire); additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years for B-Pars just as miscellaneous employees. If B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;

- (f) Flex Days: Employees will receive 20 hours of flex days per fiscal year - does not accrue;
- (g) Holidays: 11 holidays per year will be paid to B-Par employees at 4 hours per holiday. Flex hours may be used to complement hours in order to spare the use of accrued vacation time by B-Par employees for holidays when county departments are closed;
- (h) Holiday Pay: Holiday pay shall be paid at the rate of time and one half to B-Par employees for working on recognized County Holiday scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules;
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the 1% of base pay for all B-Par employees for in the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick leave accruals based on the prorated budgeted position;
- (k) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (l) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
- (m) Except as specifically provided in sections (a) through (l) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

C-Par Employees

- B. Part-time, Prorated Benefits, Merit System Employees:**
1. Defined as employees working between 30.00 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
 2. Employees hired through County recruitment process and merit system employees;
 3. Employees will have health benefits as provided by the County to full-time employees as provided in Article 9 – Insurance Benefits;
 4. Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
 5. A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

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

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

ARTICLE 9 - INSURANCE BENEFITS

- A. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- C. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- E. 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

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in Flexible Benefit Program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM

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

ARTICLE 12 - DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13 - REASONABLE ACCESS, CONTRACTING OUT, ADVANCE NOTICE

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

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

Advance Notice - The County shall provide reasonable advance notice to the Union of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union's response and meet- and- confer if necessary. Said notice shall be sent to the ICEA/AFSCME Local 315 President, Secretary and the specified AFSCME District Council 57 Office.

Board of Supervisor Agenda- County agrees to email ICEA President and AFSCME the Board of Supervisors agenda in addition to sending the entire package by a delivery service.

ARTICLE 14 - EQUITY ADJUSTMENT/JOB DESCRIPTIONS/PERSONNEL RULES:

The County will provide equity adjustments as outlined in Attachment C. County will provide new job descriptions and titles for the classifications outlined in Attachment D. Modified Personnel Rules are outlined in Attachment E are now a part of this ICEA MOU, and when all other bargaining units agree to these changes, the changes will be incorporated into the Personnel Rules and Regulations.

ARTICLE 15 - RE-OPENERS:

On Call/Standby issue at Health and Human Services – County agrees to re-open and meet and confer on issue within 30 days of contract ratification and complete no later than 180 days from ratification of the contract.

Grievance Language – County agrees to meet and confer within 60 days of contract ratification on Article XII, Grievances, of the Personnel Rules and Regulations, and complete no later than 180 days from ratification of contract.

Catastrophic Illness Policy – County agrees to meet and confer within 90 days of contract ratification and complete no later than 180 days from ratifications of contract.

ARTICLE 16 - SICK LEAVE

- A. Each full-time and B-Par employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- C. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head. An employee may only receive a cumulative total of 160 hours from the ICEA Sick Leave Bank during any twelve-month period. Any exception to this limitation must be approved in writing by both the department head and County Administrator Officer. Prior to making their determination, the department head and County Administrator Officer shall consider a written recommendation from the ICEA board or its designee.
- D. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- E. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- F. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his 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 alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.

- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees 35 hours or 40 hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

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

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

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

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

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

ARTICLE 19 - HOLIDAYS

A. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

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

ARTICLE 20 - RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic):

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);
 5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21 - PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23 - TRAVEL PAY

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

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction. Members of the Association who wish to withdraw from Association membership may do so only during the annual window period from January 1 through January 15, by sending a written notice to the County and the Association. Notice received outside the window period shall be returned and not be processed.

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

Section 3. ICEA Release Time: County will release with pay ICEA Board of Directors or other ICEA members (maximum seven (7) employees on any committee) assigned to establish ICEA committees (as determined by the ICEA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICEA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICEA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICEA release time prior to discussing such matters with the ICEA Board or any member of the ICEA Board.

Section 4. Mailing List: County will provide ICEA Board current employee lists to include personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided on an annual basis and within 30 days written notice.

ARTICLE 25 - OUT OF CLASSIFICATION PAY

Out of classification pay is outlined in Attachment E.

ARTICLE 26 - FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

ARTICLE 27 - PROBATION PERIOD

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

- Dispatchers

ARTICLE 28 - UNIFORMS

Section 1. The following uniform allowance applies only to Animal Control Officers, Shelter Manager and Shelter Attendant:

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$200.00. This payment shall be payable on the last payroll date of each quarter.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- D. New employees receive up to \$400.00 as reimbursement upon proof of uniform purchases. This \$400.00 is to come from the current \$800.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

ARTICLE 29 - SAFETY SHOES

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an

invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30 - PERFORMANCE EVALUATIONS

The County will use the performance evaluation form made effective December 2013.

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY

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

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33 - TUITION/LICENSING REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books approved by Department Head and County Administrative Officer. The County will reimburse all costs for licenses and certifications used in the course of employment

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

ARTICLE 34 - SMOKING

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

ARTICLE 35 - MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36 - LETTER OF REPRIMAND

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

ARTICLE 37 - AUTHORIZED AGENTS

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

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President
Inyo County Employees Association
P.O. Box 492
Independence, CA 93526
- C. AFSCME, District Council 57
2000 Embarcadero, Suite 2000
Oakland, California 94606

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

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

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

ARTICLE 39 - NO STRIKE-NO LOCKOUT

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

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

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

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

ARTICLE 40 - EMERGENCY WAIVER

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

ARTICLE 41 - SEPARABILITY

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

ARTICLE 42 - REOPENER CLAUSE

Either the Inyo County Employees Association or the County may reopen this MOU during the three-year period of 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.

ARTICLE 43 - MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in force and effect from October 1, 2013 through September 30, 2016. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 15th day of October 2013.

COUNTY OF INYO:

INYO COUNTY EMPLOYEES ASSOCIATION:

Linda Arcularius, Chairperson

Jane Gillam, ICEA President

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

AGRICULTURAL COMM DEPUTY
AGRICULTURAL COMMISSIONER
ASSESSOR
ASSESSOR ASSISTANT
AUDITOR ASSISTANT
AUDITOR CONTROLLER
CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
COUNTY ADMINISTRATIVE OFFICER
CHILD SUPPORT ASSISTANT
DIRECTOR CHILD SUPPORT
CLINICAL SERVICES DIRECTOR
CLINIC MANAGER
CLERK RECORDER ASSISTANT
CLERK RECORDER
COUNTY COUNSEL
COUNTY COUNSEL DEPUTY
CORONER
DISTRICT ATTORNEY ASSISTANT
DISTRICT ATTORNEY DEPUTY
DISTRICT ATTORNEY
ENGINEER ASSOCIATE CIVIL
ENGINEER SENIOR
DIRECTOR ENVIRONMENTAL HEALTH
DIRECTOR FIRST FIVE
HHS ASSISTANT DIRECTOR
HHS DEPUTY DIRECTOR - PUBLIC HEALTH
HHS DIRECTOR -MENTAL HEALTH
HHS DIRECTOR - SOCIAL SERVICES
DIRECTOR HEALTH&HUMAN SERVICES
HEALTH OFFICER
HYDROLOGIST
DIRECTOR INFO TECHNOLOGY
INTEGRATED WASTE SUPERVISOR
INT WST MGMT PRG SUPERINTENDEN
SR INT WST MGMT PRG SUPERINT
LABOR ADMINISTRATOR

DIRECTOR LIBRARY
MANAGEMENT ANALYST
MANAGEMENT ANALYST SENIOR
MITIGATION PROJECT MANAGER
MENTAL HEALTH DIRECTOR
MUSEUM ADMINISTRATOR
NURSE PRACTITIONER SUPERVISOR
PUBLIC ADMINISTRATOR GUARD
DEPUTY DIRECTOR PLANNING
DIRECTOR PLANNING
PLANNING SENIOR
PROBATION CHIEF OFFICER
PROBATION DEP DIR ADULT/JUVEN
PROBATION DEP DIR JUV INST
PSYCHIATRIST
PUBLIC WORKS DEPUTY
DIRECTOR PUBLIC WORKS
ROAD SUPERINTENDENT
RISK MANAGER
SCIENCE COORDINATOR
SCIENTIST
SOCIAL WORKER SUPERVISOR SR
SOCIAL SERVICES DIRECTOR
LIEUTENANT
SHERIFF
UNDERSHERIFF
SUPERVISOR
TREASURER TAX COLLECTOR ASST
TREASURER TAX COLLECTOR
DIRECTOR WATER

ATTACHMENT B
ICEA REPRESENTED POSITIONS

TITLE

ACCOUNT CLERK
ACCOUNT TECHNICIAN
ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADMINISTRATIVE ANALYST
AG BIOL WGHTS & MSRS INSPECTOR
AIRPORT LEAD
AIRPORT TECHNICIAN
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SUPERVISOR
APPRAISER AIDE
APPRAISER
ASSESSMENT CLERK
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING MAINTENANCE WORKER
CADASTRAL TECHNICIAN
RESIDENTIAL CAREGIVER
CASE MANAGER
CHILD SUPPORT OFFICER
CLERK ELECTIONS ASSISTANT
RECORDS ELECTIONS CLERK
RECORDER TECHNICIAN
CUSTODIAN
CUSTODIAN SUPERVISOR
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENGINEER ASSISTANT CIVIL
ENGINEERING TECHNICIAN
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT OPERATOR MECHANIC
EQUIPMENT OPERATOR LEAD
EQUIPMENT OPERATOR HEAVY
FIELD ASSISTANT
FIELD PROGRAM COORDINATOR

ATTACHMENT B
ICEA REPRESENTED POSITIONS

FIELD TECHNICIAN
FISCAL SUPERVISOR
FOOD ASSISTANT
FOOD COOK
FOOD JUVENILE INSTITUTIONS
FOOD SUPERVISOR
GATE ATTENDANT
GIS TECHNICIAN
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
HYDROLOGIST
INTEGRATED CASE WORKER
NETWORK ANALYST
PROGRAMMER ANALYST
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARY SPECIALIST
LIBRARY TECHNICIAN
MANAGER PROGRESS HOUSE
MANAGER WIC PROGRAM
MOSQUITO SUPERVISOR
MOSQUITO TECHNICIAN
MUSEUM ASSISTANT
CURATOR COLLECTIONS & EXHIBITS
NURSE PUBLIC HEALTH
NURSE PRACTITIONER SUPERVISOR
NURSE PSYCH
NURSE REGISTERED
OFFICE ASSISTANT LAB TECH
OFFICE ASSISTANT
OFFICE MANAGER
OPERATIONS MANAGER TECOPA
PARK CAMPGROUND CREW LEADER
PARK SPECIALIST
PLANNING ASSOCIATE
PLANNING COORDINATOR
PLANNING SENIOR
PLANNING TRANSPORTATION
PREVENTION SPECIALIST
PROGRAM COORDINATOR

ATTACHMENT B
ICEA REPRESENTED POSITIONS

PSYCHOTHERAPIST
ROAD MAINTENANCE SUPERVISOR
ROAD MAINTENANCE WORKER
ROAD SHOP ASSISTANT
ROAD SHOP SUPERVISOR
SALT CEDAR COORDINATOR
ASSOCIATE SCIENTIST
SCIENCE COORDINATOR
SCIENTIST
SECRETARY
ADMINISTRATIVE LEGAL SECRETARY
ADMINISTRATIVE SECRETARY
EXECUTIVE SECRETARY
LEGAL SECRETARY
SENIOR ASSISTANT COORDINATOR
PROGRAM SERVICES ASSISTANT
SENIOR SITE COORDINATOR
SENIOR SPECIALIST SERVICES
SHELTER ASSISTANT
SHELTER MANAGER
SOCIAL WORKER
CIVIL OFFICER
DISPATCH
EVIDENCE TECHNICIAN
RECORDS CLERK
SHERIFF ADMIN ASSISTANT
VICTIM WITNESS ASSISTANT
VICTIM WITNESS COORDINATOR
VETERAN SERVICES REP

ATTACHMENT C
ICEA SALARY MOVEMENTS

POSITION	Proposed Range Increase
ACCOUNT CLERK 01	48
ACCOUNT CLERK 02	50
ACCOUNT CLERK 03	52
ADMINISTRATIVE ANALYST 01	68
ADMINISTRATIVE ANALYST 02	70
ADMINISTRATIVE ANALYST 03	72
ACCOUNT TECHNICIAN 01	55
ACCOUNT TECHNICIAN 02	59
ACCOUNT TECHNICIAN 03	63
ADMINISTRATIVE SECRETARY 03	64
AIRPORT LEAD	63
ANIMAL CONTROL OFFICER 01	45
ANIMAL CONTROL OFFICER 02	56
ANIMAL CONTROL OFFICER 03	60
ANIMAL CONTROL SUPERVISOR	64
APPRAISER 01	68
APPRAISER 02	70
APPRAISER 03	72
APPRAISER AIDE	59
ASSESSMENT CLERK 01	55
ASSESSMENT CLERK 02	59
ASSESSMENT CLERK 03	63
BUILDING GROUNDS WORKER	50
BUILDING INSPECTOR 01	68
BUILDING INSPECTOR 02	72
BUILDING MAINTENANCE WORKER 01	56
BUILDING MAINTENANCE WORKER 02	60
CADASTRAL TECHNICIAN 01	61
CADASTRAL TECHNICIAN 02	66
CADASTRAL TECHNICIAN 03	61
CASE MANAGER 01	57
CASE MANAGER 02	60
CASE MANAGER 03	64
CIVIL OFFICER	64
COOK	51
CUSTODIAN 01	50
CUSTODIAN 02	54
CUSTODIAN SUPERVISOR	58
DISPATCH 01	55
DISPATCH 02	60
EQUIPMENT OPERATOR LEAD	66
EVIDENCE TECHNICIAN	64
FIELD PROGRAM COORDINATOR	72
FOOD SUPERVISOR JUV INST	51
GATE ATTENDANT	48
GIS TECHNICIAN 01	68
GIS TECHNICIAN 02	72
GIS TECHNICIAN 03	75
GIS TECHNICIAN 04	79
HUMAN SERVICES SUPERVISOR	70
LABORATORY TECHNICIAN 01	60
LABORATORY TECHNICIAN 02	65
LEGAL SECRETARY 01	56

ATTACHMENT C
ICEA SALARY MOVEMENTS

LEGAL SECRETARY 02	60
LEGAL SECRETARY 03	64
LIBRARY TECHNICIAN 01	55
LIBRARY TECHNICIAN 02	58
LIBRARY TECHNICIAN 03	61
MANAGER PROGRESS HOUSE	78
MOSQUITO SUPERVISOR	72
MOSQUITO TECHNICIAN 01	52
MOSQUITO TECHNICIAN 02	56
MOSQUITO TECHNICIAN 03	60
MUSEUM ASSISTANT	48
NETWORK ANALYST 01	68
NETWORK ANALYST 02	72
NETWORK ANALYST 03	75
NETWORK ANALYST 04	79
OFFICE ASSISTANT 01	48
OFFICE ASSISTANT 02	50
OFFICE ASSISTANT 03	52
OFFICE ASSISTANT LAB TECH 03	52
OFFICE MANAGER	63
PARK HELPER	50
PLANNING TRANSPORTATION 01	74
PLANNING TRANSPORTATION 02	78
PROGRAM COORDINATOR	72
PROGRAM SERVICES ASST. 03	50
PROGRAMMER ANALYST 01	68
PROGRAMMER ANALYST 02	72
PROGRAMMER ANALYST 03	75
PROGRAMMER ANALYST 04	79
PSYCHOTHERAPIST	81
RECORDER TECHNICIAN 01	55
RECORDER TECHNICIAN 02	59
RECORDER TECHNICIAN 03	63
RECORDS CLERK	63
RECORDS ELECTIONS CLERK 01	48
RECORDS ELECTIONS CLERK 02	50
RECORDS ELECTIONS CLERK 03	52
REGISTERED ENV HEALTH SPEC TRAINEE	67
REGISTERED ENV HEALTH SPEC 01	71
REGISTERED ENV HEALTH SPEC 02	75
REGISTERED ENV HEALTH SPEC 03	79
ROAD MAINT CREW SUPERVISOR	71
ROAD SHOP SUPERVISOR	71
SALT CEDAR COORDINATOR	72
SECRETARY	54
SHELTER MANAGER	52
SOCIAL WORKER 01	65
SOCIAL WORKER 02	67
SOCIAL WORKER 03	70
SOCIAL WORKER 04	73
VICTIM WITNESS COORDINATOR	60

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ATTACHMENT D
ICEA TITLE CHANGES

POSITION	Notes
ACCOUNT CLERK 01	Change title to Office Clerk I
ACCOUNT CLERK 02	Change title to Office Clerk II
ACCOUNT CLERK 03	Change title to Office Clerk III
ACCOUNT TECHNICIAN 01	Chg title to Office Tech I
ACCOUNT TECHNICIAN 02	Chg title to Office Tech II
ACCOUNT TECHNICIAN 03	Chg title to Office Tech III
AIRPORT LEAD	Chg title to Airport Ops Supervisor
ANIMAL CONTROL OFFICER 01	Delete position
ANIMAL CONTROL OFFICER 02	Chg title to ACO
ANIMAL CONTROL OFFICER 03	Chg title to Sr ACO
ASSESSMENT CLERK 01	Chg title to Office Tech I
ASSESSMENT CLERK 02	Chg title to Office Tech II
ASSESSMENT CLERK 03	Chg title to Office Tech III
BUILDING INSPECTOR 01	Chg to Bldg Inspector
BUILDING INSPECTOR 02	Change title to Sr Bldg Inspector
CADASTRAL TECHNICIAN 03	Only have a I/II level
CASE MANAGER 01	Chg title to HHS Spec 3
CASE MANAGER 02	Chg title to HHS Spec 4
CASE MANAGER 03	Delete in HHS
FIELD PROGRAM COORDINATOR	Chg title to Prg Mgr-Veg
FOOD SUPERVISOR JUV INST	Chg title to Cook
LIBRARY TECHNICIAN 01	Delete when vacated
LIBRARY TECHNICIAN 02	Delete when vacated
LIBRARY TECHNICIAN 03	Delete when vacated
MOSQUITO SUPERVISOR	Chg title to Prg Mgr - Mosquito
OFFICE ASSISTANT 01	Change title to Office Clerk I
OFFICE ASSISTANT 02	Change title to Office Clerk II
OFFICE ASSISTANT 03	Change title to Office Clerk III
OFFICE ASSISTANT LAB TECH 03	Change title to Office Clerk III give stipend for lab duties
OFFICE MANAGER	Chg title to Office Tech (55,59,63)
PLANNING TRANSPORTATION 01	Chg title to Transportation Planner
PLANNING TRANSPORTATION 02	Chg title to Sr Transportation Planner
PROGRAM COORDINATOR	Create a new title to Prg Mgr
RECORDER TECHNICIAN 01	Chg title to Off Tech I
RECORDER TECHNICIAN 02	Chg title to Off Tech II
RECORDER TECHNICIAN 03	Chg title to Off Tech III
RECORDS CLERK	Move into Office Tech Series
RECORDS ELECTIONS CLERK 01	Change title to Office Clerk I
RECORDS ELECTIONS CLERK 02	Change title to Office Clerk II
RECORDS ELECTIONS CLERK 03	Change title to Office Clerk III
SALT CEDAR COORDINATOR	Chg title to Prg Mgr-Salt Cedar
SECRETARY	Delete Position

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039	2056	2156	2268	2379	2498
040	2101	2204	2317	2433	2557
041	2154	2256	2372	2489	2614
042	2199	2305	2426	2550	2673
043	2250	2360	2480	2604	2737
044	2304	2420	2542	2670	2805
045	2354	2475	2597	2732	2868
046	2405	2535	2653	2794	2935
047	2469	2592	2723	2853	3003
048	2530	2646	2781	2927	3067
049	2582	2712	2847	2991	3139
050	2642	2777	2915	3057	3213
051	2706	2842	2980	0	3281
052	2769	2903	3053	3202	3364
053	2835	2977	3121	3273	3448
054	2897	3048	3192	3351	3523
055	2968	3111	3269	3434	3608
056	3040	3186	3344	3511	3690
057	3107	3265	3425	3597	3775
058	3181	3339	3504	3681	3871
059	3258	3417	3592	3770	3958
060	3336	3500	3675	3862	4052
061	3412	3581	3764	3955	4143
062	3495	3672	3856	4042	4249
063	3572	3753	3946	4140	4346
064	3662	3842	4030	4242	4450
065	3744	3936	4134	4340	4553
066	3832	4027	4234	4441	4665
067	3929	4125	4331	4551	4770
068	4025	4227	4436	4653	4890
069	4122	4326	4543	4767	5002
070	4221	4434	4652	4888	5133
071	4319	4534	4763	4998	5250
072	4423	4647	4875	5114	5372
073	4526	4756	4996	5243	5506
074	4638	4870	5111	5369	5637
075	4749	4989	5230	5495	5772
076	4863	5104	5366	5631	5912
077	4976	5224	5489	5765	6051
078	5097	5347	5619	5900	6195
079	5217	5479	5752	6039	6344
080	5343	5614	5898	6190	6498
081	5471	5751	6035	6339	6652
082	5613	5887	6185	6494	6815
083	5751	6035	6339	6646	6987
084	5893	6185	6494	6815	7162
085	6037	6339	6646	6987	7339
086	6186	6494	6815	7162	7519
087	6340	6646	6987	7339	7701
088	6497	6815	7162	7519	7895
089	6662	6987	7339	7701	8090
090	6824	7162	7519	7895	8297
091	6993	7339	7701	8090	8498
092	7167	7519	7895	8297	8711
093	7347	7701	8090	8498	8924
094	7522	7895	8297	8711	9147
095	7707	8090	8498	8924	9378
096	7902	8297	8711	9147	9609
097	8096	8498	8924	9378	9844
098	8301	8711	9147	9609	10091
099	8502	8924	9378	9844	10338

ATTACHMENT D
 MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
0397	2056	2156	2268	2379	2498
0407	2101	2204	2317	2433	2557
0417	2154	2256	2372	2489	2614
0427	2199	2305	2426	2550	2673
0437	2250	2360	2480	2604	2737
0447	2304	2420	2542	2670	2805
0457	2354	2475	2597	2732	2868
0467	2405	2535	2653	2794	2935
0477	2469	2592	2723	2853	3003
0487	2530	2646	2781	2927	3067
0497	2582	2712	2847	2991	3139
0507	2642	2777	2915	3057	3213
0517	2,706	2,842	2,980	3,129	3,281
0527	2,769	2,903	3,053	3,202	3,364
0537	2,835	2,977	3,121	3,273	3,448
0547	2,897	3,048	3,192	3,351	3,523
0557	2,968	3,111	3,269	3,434	3,608
0567	3,040	3,186	3,344	3,511	3,690
0577	3,107	3,265	3,425	3,597	3,775
0587	3,181	3,339	3,504	3,681	3,871
0597	3,258	3,417	3,592	3,770	3,958
0607	3,336	3,500	3,675	3,862	4,052
0617	3,412	3,581	3,764	3,955	4,143
0627	3,495	3,672	3,856	4,042	4,249
0637	3,572	3,753	3,946	4,140	4,346
0647	3,662	3,842	4,030	4,242	4,450
0657	3,744	3,936	4,134	4,340	4,553
0667	3,832	4,027	4,234	4,441	4,665
0677	3,929	4,125	4,331	4,551	4,770
0687	4,025	4,227	4,436	4,653	4,890
0697	4,122	4,326	4,543	4,767	5,002
0707	4,221	4,434	4,652	4,888	5,133
0717	4,319	4,534	4,763	4,998	5,250
0727	4,423	4,647	4,875	5,114	5,372
0737	4,526	4,756	4,996	5,243	5,506
0747	4,638	4,870	5,111	5,369	5,637
0757	4,749	4,989	5,230	5,495	5,772
0767	4,863	5,104	5,366	5,631	5,912
0777	4,976	5,224	5,489	5,765	6,051
0787	5,097	5,347	5,619	5,900	6,195
0797	5,217	5,479	5,752	6,039	6,344
0807	5,343	5,614	5,898	6,190	6,498
0817	5,471	5,751	6,035	6,339	6,652
0827	5,613	5,887	6,185	6,494	6,815
0837	5,751	6,035	6,339	6,646	6,987
0847	5,893	6,185	6,494	6,815	7,162
0857	6,037	6,339	6,646	6,987	7,339
0867	6,186	6,494	6,815	7,162	7,519
0877	6,340	6,646	6,987	7,339	7,701
0887	6,497	6,815	7,162	7,519	7,895
0897	6,662	6,987	7,339	7,701	8,090
0907	6,824	7,162	7,519	7,895	8,297
0917	6,993	7,339	7,701	8,090	8,498
0927	7,167	7,519	7,895	8,297	8,711
0937	7,347	7,701	8,090	8,498	8,924
0947	7,522	7,895	8,297	8,711	9,147
0957	7,707	8,090	8,498	8,924	9,378
0967	7,902	8,297	8,711	9,147	9,609
0977	8,096	8,498	8,924	9,378	9,844
0987	8,301	8,711	9,147	9,609	10,091
0997	8,502	8,924	9,378	9,844	10,338

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.01587	11.56796	12.15902	12.74359	13.38013
040PT	11.26918	11.81477	12.41883	13.03588	13.69840
041PT	11.55497	12.10057	12.71760	13.34764	14.00367
042PT	11.78232	12.34740	13.00340	13.65292	14.33493
043PT	12.06159	12.65265	13.29569	13.96470	14.67267
044PT	12.34090	12.97093	13.61395	14.31544	15.02990
045PT	12.62019	13.26320	13.91924	14.64020	15.38066
046PT	12.89949	13.58148	14.21152	14.97145	15.72490
047PT	13.22424	13.88676	14.58824	15.30270	16.08862
048PT	13.24050	14.19201	14.90001	15.67293	16.43938
049PT	13.82829	14.52978	15.25074	16.03017	16.82258
050PT	14.17903	14.88051	15.62745	16.38090	17.21230
051PT	14.49730	15.21828	15.97821	16.77712	17.58902
052PT	14.83505	15.56900	16.36142	17.16034	18.02420
053PT	15.18579	15.96521	16.73165	17.54355	18.48537
054PT	15.53004	16.32897	17.10188	17.95925	18.88158
055PT	15.90677	16.67969	17.52407	18.40743	19.33624
056PT	16.28349	17.08890	17.92028	18.81013	19.78441
057PT	16.65371	17.49809	18.34896	19.26479	20.23257
058PT	17.04992	17.90079	18.77765	19.73894	20.73920
059PT	17.45263	18.30999	19.23880	20.20659	21.21334
060PT	17.88130	18.75816	19.69347	20.68725	21.71347
061PT	18.29050	19.19333	20.18709	21.19387	22.22010
062PT	18.73218	19.67399	20.64826	21.66800	22.77869
063PT	19.14788	20.10917	21.14838	22.20063	23.28530
064PT	19.62203	20.58980	21.60956	22.73322	23.85039
065PT	20.06370	21.10293	22.14866	23.25285	24.39600
066PT	20.53784	21.59007	22.68776	23.80493	25.00656
067PT	21.05747	22.10319	23.20738	24.38301	25.57163
068PT	21.57708	22.65528	23.77247	24.94160	26.20817
069PT	22.08370	23.17489	24.34403	25.55864	26.80572
070PT	22.61631	23.75946	24.93509	26.19517	27.48771
071PT	23.13594	24.29857	25.53915	26.79273	28.12425
072PT	23.70102	24.90912	26.12373	27.40977	28.79325
073PT	24.26610	25.49370	26.77974	28.09177	29.50124
074PT	24.85066	26.09773	27.39028	28.77377	30.20271
075PT	25.44172	26.74727	28.03331	29.43627	30.93667
076PT	26.05228	27.35782	28.75427	30.17023	31.69011
077PT	26.66932	28.00732	29.41679	30.89120	32.42408
078PT	27.30585	28.65035	30.11178	31.63166	33.20350
079PT	27.96837	29.36483	30.82625	32.36561	34.00240
080PT	28.62438	30.07931	31.61865	33.17102	34.82730
081PT	29.33235	30.81976	32.35263	33.96995	35.64571
082PT	30.07281	31.54721	33.15153	34.80782	36.52255
083PT	30.81976	32.35263	33.96995	35.61322	37.44487
084PT	31.58620	33.15153	34.80782	36.52255	38.38667
085PT	32.35912	33.96995	35.61322	37.44487	39.32848
086PT	33.15803	34.80782	36.52255	38.38667	40.29626
087PT	33.97643	35.61322	37.44487	39.32848	41.27703
088PT	34.82081	36.52255	38.38667	40.29626	42.31628
089PT	35.70415	37.44487	39.32848	41.27703	43.34902
090PT	36.57044	38.38667	40.29626	42.31628	44.46397
091PT	37.47787	39.32848	41.27703	43.34902	45.54076
092PT	38.40716	40.29626	42.31628	44.46397	46.68334
093PT	39.37472	41.27703	43.34902	45.54076	47.82582
094PT	40.31495	42.31628	44.46397	46.68334	49.02297
095PT	41.30437	43.34902	45.54076	47.82582	50.25838
096PT	42.34844	44.46397	46.68334	49.02297	51.49927
097PT	43.38708	45.54076	47.82582	50.25838	52.75655
098PT	44.48583	46.68334	49.02297	51.49927	54.07942
099PT	45.56273	47.82582	50.25838	52.75655	55.40230

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.46549	14.11130	14.86103	15.60333	16.38276
043P7	13.51440	14.17666	14.89712	15.64670	16.43997
044P7	14.10388	14.82392	15.55879	16.36050	17.17702
050P7	16.36891	17.18736	18.04672	18.94906	19.89651

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039	2097	2199	2313	2427	2548
040	2143	2248	2363	2482	2608
041	2197	2301	2419	2539	2666
042	2243	2351	2475	2601	2726
043	2295	2407	2530	2656	2792
044	2350	2468	2593	2723	2861
045	2401	2524	2649	2787	2925
046	2453	2586	2706	2850	2994
047	2518	2644	2777	2910	3063
048	2581	2699	2837	2986	3128
049	2634	2766	2904	3051	3202
050	2695	2833	2973	3118	3277
051	2760	2899	3040	3192	3347
052	2824	2961	3114	3266	3431
053	2892	3037	3183	3338	3517
054	2955	3109	3256	3418	3593
055	3027	3173	3334	3503	3680
056	3101	3250	3411	3581	3764
057	3169	3330	3494	3669	3850
058	3245	3406	3574	3755	3948
059	3323	3485	3664	3845	4037
060	3403	3570	3748	3939	4133
061	3480	3653	3839	4034	4226
062	3565	3745	3933	4123	4334
063	3643	3828	4025	4223	4433
064	3735	3919	4111	4327	4539
065	3819	4015	4217	4427	4644
066	3909	4108	4319	4530	4758
067	4008	4208	4418	4642	4865
068	4106	4312	4525	4746	4988
069	4204	4413	4634	4862	5102
070	4305	4523	4745	4986	5236
071	4405	4625	4858	5098	5355
072	4511	4740	4972	5216	5479
073	4617	4851	5096	5348	5616
074	4731	4967	5213	5476	5750
075	4844	5089	5335	5605	5887
076	4960	5206	5473	5744	6030
077	5076	5328	5599	5880	6172
078	5199	5454	5731	6018	6319
079	5321	5589	5867	6160	6471
080	5450	5726	6016	6314	6628
081	5580	5866	6156	6466	6785
082	5725	6005	6309	6624	6951
083	5866	6156	6466	6779	7127
084	6011	6309	6624	6951	7305
085	6158	6466	6779	7127	7486
086	6310	6624	6951	7305	7669
087	6467	6779	7127	7486	7855
088	6627	6951	7305	7669	8053
089	6795	7127	7486	7855	8252
090	6960	7305	7669	8053	8463
091	7133	7486	7855	8252	8668
092	7310	7669	8053	8463	8885
093	7494	7855	8252	8668	9102
094	7672	8053	8463	8885	9330
095	7861	8252	8668	9102	9566
096	8060	8463	8885	9330	9801
097	8258	8668	9102	9566	10041
098	8467	8885	9330	9801	10293
099	8672	9102	9566	10041	10545

ATTACHMENT D
 FULL-TIME MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
0397	2097	2199	2313	2427	2548
0407	2143	2248	2363	2482	2608
0417	2197	2301	2419	2539	2666
0427	2243	2351	2475	2601	2726
0437	2295	2407	2530	2656	2792
0447	2350	2468	2593	2723	2861
0457	2401	2524	2649	2787	2925
0467	2453	2586	2706	2850	2994
0477	2518	2644	2777	2910	3063
0487	2581	2699	2837	2986	3128
0497	2634	2766	2904	3051	3202
0507	2695	2833	2973	3118	3277
0517	2760	2899	3040	3192	3347
0527	2824	2961	3114	3266	3431
0537	2892	3037	3183	3338	3517
0547	2955	3109	3256	3418	3593
0557	3027	3173	3334	3503	3680
0567	3101	3250	3411	3581	3764
0577	3169	3330	3494	3669	3850
0587	3245	3406	3574	3755	3948
0597	3323	3485	3664	3845	4037
0607	3403	3570	3748	3939	4133
0617	3480	3653	3839	4034	4226
0627	3565	3745	3933	4123	4334
0637	3643	3828	4025	4223	4433
0647	3735	3919	4111	4327	4539
0657	3819	4015	4217	4427	4644
0667	3909	4108	4319	4530	4758
0677	4008	4208	4418	4642	4865
0687	4106	4312	4525	4746	4988
0697	4204	4413	4634	4862	5102
0707	4305	4523	4745	4986	5236
0717	4405	4625	4858	5098	5355
0727	4511	4740	4972	5216	5479
0737	4617	4851	5096	5348	5616
0747	4731	4967	5213	5476	5750
0757	4844	5089	5335	5605	5887
0767	4960	5206	5473	5744	6030
0777	5076	5328	5599	5880	6172
0787	5199	5454	5731	6018	6319
0797	5321	5589	5867	6160	6471
0807	5450	5726	6016	6314	6628
0817	5580	5866	6156	6466	6785
0827	5725	6005	6309	6624	6951
0837	5866	6156	6466	6779	7127
0847	6011	6309	6624	6951	7305
0857	6158	6466	6779	7127	7486
0867	6310	6624	6951	7305	7669
0877	6467	6779	7127	7486	7855
0887	6627	6951	7305	7669	8053
0897	6795	7127	7486	7855	8252
0907	6960	7305	7669	8053	8463
0917	7133	7486	7855	8252	8668
0927	7310	7669	8053	8463	8885
0937	7494	7855	8252	8668	9102
0947	7672	8053	8463	8885	9330
0957	7861	8252	8668	9102	9566
0967	8060	8463	8885	9330	9801
0977	8258	8668	9102	9566	10041
0987	8467	8885	9330	9801	10293
0997	8502	8924	9378	9844	10338

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.2362	11.7993	12.4022	12.9985	13.6477
040PT	11.4946	12.0511	12.6672	13.2966	13.9724
041PT	11.7861	12.3426	12.9720	13.6146	14.2837
042PT	12.0180	12.5944	13.2635	13.9260	14.6216
043PT	12.3028	12.9057	13.5616	14.2440	14.9661
044PT	12.5877	13.2304	13.8862	14.6018	15.3305
045PT	12.8726	13.5285	14.1976	14.9330	15.6883
046PT	13.1575	13.8531	14.4958	15.2709	16.0394
047PT	13.4887	14.1645	14.8800	15.6088	16.4104
048PT	13.5053	14.4759	15.1980	15.9864	16.7682
049PT	14.1049	14.8204	15.5558	16.3508	17.1590
050PT	14.4626	15.1781	15.9400	16.7085	17.5566
051PT	14.7873	15.5227	16.2978	17.1127	17.9408
052PT	15.1318	15.8804	16.6887	17.5036	18.3847
053PT	15.4895	16.2845	17.0663	17.8944	18.8551
054PT	15.8406	16.6556	17.4439	18.3184	19.2592
055PT	16.2249	17.0133	17.8746	18.7756	19.7230
056PT	16.6092	17.4307	18.2787	19.1863	20.1801
057PT	16.9868	17.8481	18.7159	19.6501	20.6372
058PT	17.3909	18.2588	19.1532	20.1337	21.1540
059PT	17.8017	18.6762	19.6236	20.6107	21.6376
060PT	18.2389	19.1333	20.0873	21.1010	22.1477
061PT	18.6563	19.5772	20.5908	21.6178	22.6645
062PT	19.1068	20.0675	21.0612	22.1014	23.2343
063PT	19.5308	20.5114	21.5714	22.6446	23.7510
064PT	20.0145	21.0016	22.0418	23.1879	24.3274
065PT	20.4650	21.5250	22.5916	23.7179	24.8839
066PT	20.9486	22.0219	23.1415	24.2810	25.5067
067PT	21.4786	22.5453	23.6715	24.8707	26.0831
068PT	22.0086	23.1084	24.2479	25.4404	26.7323
069PT	22.5254	23.6384	24.8309	26.0698	27.3418
070PT	23.0686	24.2347	25.4338	26.7191	28.0375
071PT	23.5987	24.7845	26.0499	27.3286	28.6867
072PT	24.1750	25.4073	26.6462	27.9580	29.3691
073PT	24.7514	26.0036	27.3153	28.6536	30.0913
074PT	25.3477	26.6197	27.9381	29.3493	30.8068
075PT	25.9506	27.2822	28.5940	30.0250	31.5554
076PT	26.5733	27.9050	29.3294	30.7736	32.3239
077PT	27.2027	28.5675	30.0051	31.5090	33.0726
078PT	27.8520	29.2234	30.7140	32.2643	33.8676
079PT	28.5277	29.9521	31.4428	33.0129	34.6825
080PT	29.1969	30.6809	32.2510	33.8344	35.5239
081PT	29.9190	31.4362	32.9997	34.6494	36.3586
082PT	30.6743	32.1782	33.8146	35.5040	37.2530
083PT	31.4362	32.9997	34.6494	36.3255	38.1938
084PT	32.2179	33.8146	35.5040	37.2530	39.1544
085PT	33.0063	34.6494	36.3255	38.1938	40.1151
086PT	33.8212	35.5040	37.2530	39.1544	41.1022
087PT	34.6560	36.3255	38.1938	40.1151	42.1026
088PT	35.5172	37.2530	39.1544	41.1022	43.1626
089PT	36.4182	38.1938	40.1151	42.1026	44.2160
090PT	37.3019	39.1544	41.1022	43.1626	45.3533
091PT	38.2274	40.1151	42.1026	44.2160	46.4516
092PT	39.1753	41.1022	43.1626	45.3533	47.6170
093PT	40.1622	42.1026	44.2160	46.4516	48.7823
094PT	41.1213	43.1626	45.3533	47.6170	50.0034
095PT	42.1305	44.2160	46.4516	48.7823	51.2636
096PT	43.1954	45.3533	47.6170	50.0034	52.5293
097PT	44.2548	46.4516	48.7823	51.2636	53.8117
098PT	45.3756	47.6170	50.0034	52.5293	55.1610
099PT	45.5627	47.8258	50.2584	52.7566	55.4023

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2014

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.73480	14.39353	15.15825	15.91540	16.71042
043P7	13.78469	14.46019	15.19506	15.95963	16.76877
044P7	14.38596	15.12040	15.86997	16.68771	17.52056
050P7	16.69629	17.53111	18.40765	19.32804	20.29444

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039	2139	2243	2359	2476	2599
040	2186	2293	2410	2532	2660
041	2241	2347	2467	2590	2719
042	2288	2398	2524	2653	2781
043	2341	2455	2581	2709	2848
044	2397	2517	2645	2777	2918
045	2449	2574	2702	2843	2984
046	2502	2638	2760	2907	3054
047	2568	2697	2833	2968	3124
048	2633	2753	2894	3046	3191
049	2687	2821	2962	3112	3266
050	2749	2890	3032	3180	3343
051	2815	2957	3101	3256	3414
052	2880	3020	3176	3331	3500
053	2950	3098	3247	3405	3587
054	3014	3171	3321	3486	3665
055	3088	3236	3401	3573	3754
056	3163	3315	3479	3653	3839
057	3232	3397	3564	3742	3927
058	3310	3474	3645	3830	4027
059	3389	3555	3737	3922	4118
060	3471	3641	3823	4018	4216
061	3550	3726	3916	4115	4311
062	3636	3820	4012	4205	4421
063	3716	3905	4106	4307	4522
064	3810	3997	4193	4414	4630
065	3895	4095	4301	4516	4737
066	3987	4190	4405	4621	4853
067	4088	4292	4506	4735	4962
068	4188	4398	4616	4841	5088
069	4288	4501	4727	4959	5204
070	4391	4613	4840	5086	5341
071	4493	4718	4955	5200	5462
072	4601	4835	5071	5320	5589
073	4709	4948	5198	5455	5728
074	4826	5066	5317	5586	5865
075	4941	5191	5442	5717	6005
076	5059	5310	5582	5859	6151
077	5178	5435	5711	5998	6295
078	5303	5563	5846	6138	6445
079	5427	5701	5984	6283	6600
080	5559	5841	6136	6440	6761
081	5692	5983	6279	6595	6921
082	5840	6125	6435	6756	7090
083	5983	6279	6595	6915	7270
084	6131	6435	6756	7090	7451
085	6281	6595	6915	7270	7636
086	6436	6756	7090	7451	7822
087	6596	6915	7270	7636	8012
088	6760	7090	7451	7822	8214
089	6931	7270	7636	8012	8417
090	7099	7451	7822	8214	8632
091	7276	7636	8012	8417	8841
092	7456	7822	8214	8632	9063
093	7644	8012	8417	8841	9284
094	7825	8214	8632	9063	9517
095	8018	8417	8841	9284	9757
096	8221	8632	9063	9517	9997
097	8423	8841	9284	9757	10242
098	8636	9063	9517	9997	10499
099	8845	9284	9757	10242	10756

ATTACHMENT D
 FULL-TIME MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
0397	2139	2243	2359	2476	2599
0407	2186	2293	2410	2532	2660
0417	2241	2347	2467	2590	2719
0427	2288	2398	2524	2653	2781
0437	2341	2455	2581	2709	2848
0447	2397	2517	2645	2777	2918
0457	2449	2574	2702	2843	2984
0467	2502	2638	2760	2907	3054
0477	2568	2697	2833	2968	3124
0487	2633	2753	2894	3046	3191
0497	2687	2821	2962	3112	3266
0507	2749	2890	3032	3180	3343
0517	2815	2957	3101	3256	3414
0527	2880	3020	3176	3331	3500
0537	2950	3098	3247	3405	3587
0547	3014	3171	3321	3486	3665
0557	3088	3236	3401	3573	3754
0567	3163	3315	3479	3653	3839
0577	3232	3397	3564	3742	3927
0587	3310	3474	3645	3830	4027
0597	3389	3555	3737	3922	4118
0607	3471	3641	3823	4018	4216
0617	3550	3726	3916	4115	4311
0627	3636	3820	4012	4205	4421
0637	3716	3905	4106	4307	4522
0647	3810	3997	4193	4414	4630
0657	3895	4095	4301	4516	4737
0667	3987	4190	4405	4621	4853
0677	4088	4292	4506	4735	4962
0687	4188	4398	4616	4841	5088
0697	4288	4501	4727	4959	5204
0707	4391	4613	4840	5086	5341
0717	4493	4718	4955	5200	5462
0727	4601	4835	5071	5320	5589
0737	4709	4948	5198	5455	5728
0747	4826	5066	5317	5586	5865
0757	4941	5191	5442	5717	6005
0767	5059	5310	5582	5859	6151
0777	5178	5435	5711	5998	6295
0787	5303	5563	5846	6138	6445
0797	5427	5701	5984	6283	6600
0807	5559	5841	6136	6440	6761
0817	5692	5983	6279	6595	6921
0827	5840	6125	6435	6756	7090
0837	5983	6279	6595	6915	7270
0847	6131	6435	6756	7090	7451
0857	6281	6595	6915	7270	7636
0867	6436	6756	7090	7451	7822
0877	6596	6915	7270	7636	8012
0887	6760	7090	7451	7822	8214
0897	6931	7270	7636	8012	8417
0907	7099	7451	7822	8214	8632
0917	7276	7636	8012	8417	8841
0927	7456	7822	8214	8632	9063
0937	7644	8012	8417	8841	9284
0947	7825	8214	8632	9063	9517
0957	8018	8417	8841	9284	9757
0967	8221	8632	9063	9517	9997
0977	8423	8841	9284	9757	10242
0987	8636	9063	9517	9997	10499
0997	8672	9102	9566	10041	10545

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.46091	12.03531	12.65024	13.25843	13.92068
040PT	11.72445	12.29209	12.92055	13.56253	14.25182
041PT	12.02179	12.58943	13.23139	13.88688	14.56941
042PT	12.25833	12.84624	13.52874	14.20450	14.91406
043PT	12.54888	13.16381	13.83283	14.52887	15.26544
044PT	12.83947	13.49496	14.16395	14.89378	15.63711
045PT	13.13004	13.79903	14.48157	15.23166	16.00204
046PT	13.42063	14.13017	14.78566	15.57630	16.36019
047PT	13.75849	14.44779	15.17760	15.92092	16.73860
048PT	13.77542	14.76537	15.50197	16.30612	17.10353
049PT	14.38696	15.11679	15.86686	16.67779	17.50221
050PT	14.75186	15.48168	16.25880	17.04269	17.90768
051PT	15.08300	15.83310	16.62373	17.45491	18.29962
052PT	15.43438	16.19799	17.02242	17.85362	18.75237
053PT	15.79930	16.61020	17.40761	18.25231	19.23218
054PT	16.15745	16.98866	17.79280	18.68481	19.64439
055PT	16.54941	17.35355	18.23204	19.15109	20.11742
056PT	16.94134	17.77929	18.64426	19.57006	20.58370
057PT	17.32652	18.20501	19.09026	20.04309	21.04996
058PT	17.73874	18.62399	19.53626	20.53639	21.57706
059PT	18.15771	19.04971	20.01605	21.02293	22.07036
060PT	18.60371	19.51599	20.48909	21.52301	22.59069
061PT	19.02944	19.96874	21.00265	22.05010	23.11779
062PT	19.48896	20.46882	21.48245	22.54339	23.69895
063PT	19.92146	20.92158	22.00278	23.09753	24.22603
064PT	20.41476	21.42163	22.48258	23.65164	24.81395
065PT	20.87427	21.95549	23.04346	24.19227	25.38160
066PT	21.36757	22.46231	23.60435	24.76665	26.01682
067PT	21.90819	22.99616	24.14496	25.36808	26.60472
068PT	22.44879	23.57056	24.73288	25.94924	27.26698
069PT	22.97588	24.11116	25.32753	26.59121	27.88867
070PT	23.53001	24.71934	25.94247	27.25345	28.59821
071PT	24.07063	25.28023	26.57093	27.87515	29.26047
072PT	24.65854	25.91545	27.17912	28.51713	29.95650
073PT	25.24645	26.52364	27.86164	29.22668	30.69309
074PT	25.85462	27.15207	28.49685	29.93624	31.42290
075PT	26.46956	27.82786	29.16586	30.62550	32.18651
076PT	27.10480	28.46308	29.91595	31.38910	32.97039
077PT	27.74676	29.13882	30.60523	32.13920	33.73401
078PT	28.40901	29.80783	31.32830	32.90958	34.54492
079PT	29.09829	30.55117	32.07164	33.67318	35.37610
080PT	29.78081	31.29452	32.89604	34.51113	36.23433
081PT	30.51738	32.06488	33.65967	35.34234	37.08579
082PT	31.28776	32.82171	34.49085	36.21406	37.99806
083PT	32.06488	33.65967	35.34234	37.05199	38.95765
084PT	32.86228	34.49085	36.21406	37.99806	39.93749
085PT	33.66643	35.34234	37.05199	38.95765	40.91735
086PT	34.49761	36.21406	37.99806	39.93749	41.92423
087PT	35.34908	37.05199	38.95765	40.91735	42.94462
088PT	36.22757	37.99806	39.93749	41.92423	44.02586
089PT	37.14659	38.95765	40.91735	42.94462	45.10032
090PT	38.04789	39.93749	41.92423	44.02586	46.26032
091PT	38.99198	40.91735	42.94462	45.10032	47.38061
092PT	39.95881	41.92423	44.02586	46.26032	48.56935
093PT	40.96545	42.94462	45.10032	47.38061	49.75799
094PT	41.94368	44.02586	46.26032	48.56935	51.00350
095PT	42.97307	45.10032	47.38061	49.75799	52.28882
096PT	44.05932	46.26032	48.56935	51.00350	53.57985
097PT	45.13992	47.38061	49.75799	52.28882	54.88791
098PT	46.28306	48.56935	51.00350	53.57985	56.26423
099PT	46.47398	48.78234	51.26355	53.81168	56.51035

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.00950	14.68140	15.46142	16.23371	17.04463
044P7	14.67368	15.42281	16.18737	17.02146	17.87097
050P7	17.03022	17.88173	18.77580	19.71460	20.70033

ATTACHMENT E

Definitions

Career Ladder. A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

ARTICLE IV

CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
 1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
 2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

ARTICLE V

COMPENSATION PLAN

5.1 Preparation of Plan. The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 Adoption of Plan. The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates. An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A -
For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

- (4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

Overtime: Paid Time or Compensatory Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12) hour period. Any call-out instance after the first two (2) in a twelve (12) hour period will be paid at normal overtime rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

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

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

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

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

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

(2) Advancement from II to III:

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

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

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

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

ARTICLE VIII

PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

8.2 Performance Evaluations. Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement," "Meets Expectations," or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.



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: County Administration - Personnel
FOR THE BOARD MEETING OF: **October 15, 2013**
SUBJECT: Approval of Resolution

DEPARTMENTAL RECOMMENDATION:

Request Board approve (a) Resolution 2013 - _____ "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Salary, Terms and Conditions of Employment for Non-Represented Employees Employed in Several Offices or Institutions of the County of Inyo, and rescinding Resolution 2007-32" and; (b) approve Resolution 2013- _____ "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolution 2006-05 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo".

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

These resolutions are presented for your consideration and approval. The Resolutions provided for all the same adjustments that are provided to the ICEA employees in the new MOU.

ALTERNATIVES:

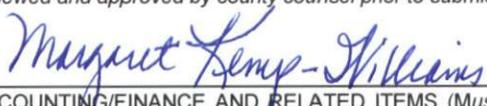
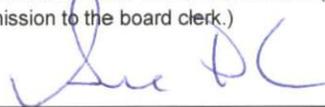
OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funds are budgeted in contingencies in the 13/14 Personnel Budget, #010800

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: <input checked="" type="checkbox"/> Date <u>10/10/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
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: <input checked="" type="checkbox"/> Date <u>10/10/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Kevin Carunchio by [Signature] Date: 10/10/13
 (The Original plus 20 copies of this document are required)

RESOLUTION NO 2013 - _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
SETTING SALARY, TERMS AND CONDITIONS OF EMPLOYMENT FOR NON – REPRESENTED
EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO,
AND RESCINDING RESOLUTION 2007-32

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

WHEREAS, there are non-represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for non-represented employees, excluding all Elected Officials, all Appointed Officials and all Management employees; and

WHEREAS, the following classifications are deemed to be non-represented employees:

ADMINISTRATIVE SECRETARY (ADMINISTRATION)	*C
ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL)	*C
AIRPORT OPERATIONS LEAD	
ASSISTANT PURCHASING AGENT	*C
ASSISTANT TO THE CAO	
CHILD SUPPORT SUPERVISOR	
CLINIC MANAGER	
DIRECTOR FIRST FIVE	
ENGINEER SENIOR	
FACILITY SUPERVISOR	
HHS ADMINSTRATIVE ASSISTANT	
INTEGRATED WASTE SUPERVISOR	
INTEGRATED MANAGEMENT PROGRAM SUPERINTENDENT	
SENIOR INTEGRATED MANAGEMENT PROGRAM SUPERINTENDENT	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST (ADMINISTRATION)	*C
MANAGEMENT ANALYST	
MITIGATION PROJECT MANAGER	
MUSEUM ADMINISTRATOR	
OFFICE CLERK (COUNTY COUNSEL)	*C
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PUBLIC ADMINISTRATOR/GUARDIAN DEPUTY	
PAYROLL ANALYST	*C
PERSONNEL ANALYST	*C
PROGRAMMER ANALYST (I/S) (PAYROLL/PERSONNEL)	*C
PROGRAM CHIEF	
PROGRAM MANAGER – PROGRESS HOUSE	
PROGRAM MANAGER – WIC	
PSYCHIATRIST	
ROAD SUPERINTENDENT	
SOCIAL WORKER SUPERVISOR SENIOR	
SHERIFF ADMINISTRATIVE ASSISTANT	

SUPERVISOR ASSISTANT

*C

WHEREAS, the Inyo County Board of Supervisors (Board of Supervisors) previously adopted Resolution 2007-32 to set the compensation, terms and conditions of employment for the non-represented County employees; and

WHEREAS, the Board of Supervisors now desires to modify the compensation, terms and conditions established by Resolution 2007-32, as set forth herein below.

BE IT FURTHER RESOLVED that the compensation, tenure, terms and conditions of employment for the following non represented employees shall be as set forth in the following sections:

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Resolution applies to employees not represented by any employee bargaining unit. This Resolution applies to those classifications listed below:

ADMINISTRATIVE SECRETARY (ADMINISTRATION)	*C
ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL)	*C
AIRPORT OPERATIONS LEAD	
ASSISTANT PURCHASING AGENT	*C
ASSISTANT TO THE CAO	
CHILD SUPPORT SUPERVISOR	
CLINIC MANAGER	
DIRECTOR FIRST FIVE	
ENGINEER SENIOR	
FACILITY SUPERVISOR	
HHS ADMINSTRATIVE ASSISTANT	
INTEGRATED WASTE SUPERVISOR	
INTEGRATED MANAGEMENT PROGRAM SUPERINTENDENT	
SENIOR INTEGRATED MANAGEMENT PROGRAM SUPERINTENDENT	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST (ADMINISTRATION)	*C
MANAGEMENT ANALYST	
MITIGATION PROJECT MANAGER	
MUSEUM ADMINISTRATOR	
OFFICE CLERK (COUNTY COUNSEL)	*C
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PUBLIC ADMINISTRATOR/GUARDIAN DEPUTY	
PAYROLL ANALYST	*C
PERSONNEL ANALYST	*C
PROGRAMMER ANALYST (I/S) (PAYROLL/PERSONNEL)	*C
PROGRAM CHIEF	
PROGRAM MANAGER – PROGRESS HOUSE	
PROGRAM MANAGER – WIC	
PSYCHIATRIST	
ROAD SUPERINTENDENT	
SOCIAL WORKER SUPERVISOR SENIOR	
SHERIFF ADMINISTRATIVE ASSISTANT	
SUPERVISOR ASSISTANT	*C

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Resolution supersedes all prior Resolutions with regard to the employees covered by this Resolution.

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 activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Non-represented employees 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.

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

ARTICLE 4. WORKDAY AND WORKWEEK

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

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

ARTICLE 5. OVERTIME AND COMPENSATORY TIME – FULL TIME EMPLOYEES

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

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2) for each hour worked. The compensatory time may be banked as provided in paragraph f.

below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.

- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's then hourly rate.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$35.00, for performing standby duties on each regularly scheduled day and \$50.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

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

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

ARTICLE 7. SALARIES

- a. Salaries: . County will provide the following COLA's:
October 2103: 2% COLA effective October 10, 2013 which is the first full pay period in October.
July 2014: 2% COLA effective July 3, 2014 which is the first full pay period in July.
July 2015: 2% COLA effective July 2, 2015 which is the first full pay period in July

Salaries for employees shall be as set forth in attachment D.

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

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

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

- c. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Semi-monthly Paydays. Employees covered by this Agreement shall be paid twice monthly (on the 5th and 20th of each month.) The County will make every effort to see that employees in outlying stations receive their checks on the last County business day prior to the 5th or 20th of each month.

ARTICLE 8. PART-TIME BENEFITS

Part-time Benefits will be the same as agreed by ICEA.

ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. Left Blank
- d. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- e. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- f. 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

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the administration fee of \$5.25 per month for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of \$490 per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator. The benefit will be as set forth in the Short term Disability Program as amended on October 1, 1999.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13.

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ARTICLE 14.

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ARTICLE 15.

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ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Except as provided in Article 8, any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- c. Left Blank
- d. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank. Employee may donate up to a maximum of 10 days per year of unused sick leave directly to any employee without using the sick leave bank. No employee will be allowed to donate more than ten days total in a calendar year.
- e. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- f. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 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 alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 35 hours or 40 hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

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

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

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

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

- November 1 - February 28 Three (3) days
- March 1 - June 30..... One (1) day.

ARTICLE 19. HOLIDAYS

- a. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- February 12 (Lincoln's Birthday)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day

Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

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

ARTICLE 20. RETIREMENT PROVISIONS

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
 - 1. Final compensation to be based on highest one year's salary;
 - 2. Include post-retirement survivor allowance;
 - 3. Allow 260 days of accrued sick leave to be added to service credit;
 - 4. Employer Paid Member Contribution (EPMC)
 - 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.
- f. Any change in retirement benefits negotiated by the ICEA, non-represented employees will be applied to un-represented employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference. Attachment E outlines amendments to the Personnel Rules. Once adopted by all bargaining units, Personnel Rules will be amended.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

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

ARTICLE 24.

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ARTICLE 25. OUT OF CLASSIFICATION PAY

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

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

ARTICLE 27 EQUITY ADJUSTMENT

Attachment B lists those classifications, which are receiving equity adjustments, title changes and new job descriptions.

ARTICLE 28. UNIFORMS

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

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed to in the ICEA MOU.

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

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

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended April 1, 1998.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books.

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

ARTICLE 34. SMOKING

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

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

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

ARTICLE 37.

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ARTICLE 38.

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ARTICLE 39.

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ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, 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 employee shall have the right to meet with the County regarding the impact on employees of the suspension of these provisions of this Resolution and any Personnel rules and policies.

ARTICLE 41.

This Resolution shall be in full force and effect from now until amended or rescinded.

ARTICLE 42.

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ARTICLE 43

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ARTICLE 44.

PASSED AND ADOPTED this 15TH day of by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Arcularius, Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

AGRICULTURAL COMM DEPUTY
AGRICULTURAL COMMISSIONER
ASSESSOR
ASSESSOR ASSISTANT
AUDITOR ASSISTANT
AUDITOR CONTROLLER
CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
COUNTY ADMINISTRATIVE OFFICER
CHILD SUPPORT ASSISTANT
DIRECTOR CHILD SUPPORT
CLINICAL SERVICES DIRECTOR
CLINIC MANAGER
CLERK RECORDER ASSISTANT
CLERK RECORDER
COUNTY COUNSEL
COUNTY COUNSEL DEPUTY
CORONER
DISTRICT ATTORNEY ASSISTANT
DISTRICT ATTORNEY DEPUTY
DISTRICT ATTORNEY
ENGINEER ASSOCIATE CIVIL
ENGINEER SENIOR
DIRECTOR ENVIRONMENTAL HEALTH
DIRECTOR FIRST FIVE
HHS ASSISTANT DIRECTOR
HHS DEPUTY DIRECTOR - PUBLIC HEALTH
HHS DEPUTY DIRECTOR - MENTAL HEALTH
HHS DEPUTY DIRECTOR - SOCIAL SERVICES
DIRECTOR HEALTH&HUMAN SERVICES
HEALTH OFFICER
HYDROLOGIST
DIRECTOR INFO TECHNOLOGY
INTEGRATED WASTE SUPERVISOR
INT WST MGMT PRG SUPERINTENDEN
SR INT WST MGMT PRG SUPERINT
LABOR ADMINISTRATOR

ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR THE PURPOSES OF OVERTIME
Administrative, Executive and Professional

DIRECTOR LIBRARY
MANAGEMENT ANALYST
MANAGEMENT ANALYST SENIOR
MITIGATION PROJECT MANAGER
MENTAL HEALTH DIRECTOR
MUSEUM ADMINISTRATOR
NURSE PRACTITIONER SUPERVISOR
PUBLIC ADMINISTRATOR GUARD
DEPUTY DIRECTOR PLANNING
DIRECTOR PLANNING
PLANNING SENIOR
PROBATION CHIEF OFFICER
PROBATION DEP DIR ADULT/JUVEN
PROBATION DEP DIR JUV INST
PSYCHIATRIST
PUBLIC WORKS DEPUTY
DIRECTOR PUBLIC WORKS
ROAD SUPERINTENDENT
RISK MANAGER
SCIENCE COORDINATOR
SCIENTIST
SOCIAL WORKER SUPERVISOR SR
SOCIAL SERVICES DIRECTOR
LIEUTENANT
SHERIFF
UNDERSHERIFF
SUPERVISOR
TREASURER TAX COLLECTOR ASST
TREASURER TAX COLLECTOR
DIRECTOR WATER

ATTACHMENT B
NON REPRESENTED EMPLOYEES

POSITION	RANGE
ADMINISTRATIVE SECRETARY 03 (ADMIN)	64
ASSISTANT TO THE CAO *	74
ASSISTANT TO THE SHERIFF	70
ASSISTANT TO THE HHS DIRECTOR *	70
MANAGEMENT ANALYST (ADMIN)	80
OFFICE CLERK 03 (COUNTY COUNSEL) *	52
PAYROLL ANALYST 01 *	68
PAYROLL ANALYST 02 *	70
PAYROLL ANALYST 03 *	72
PERSONNEL ANALYST 01	68
PERSONNEL ANALYST 02	70
PERSONNEL ANALYST 03	72
PERSONNEL RISK MGMT SPECIALIST 01	DELETE
PERSONNEL RISK MGMT SPECIALIST 02	DELETE
PERSONNEL RISK MGMT SPECIALIST 03	DELETE
PROGRAMMER ANALYST 04 (PAYROLL & PERSONNEL)	79
PUBLIC ADMIN GUARD DEPUTY	64
ASSISTANT PURCHASING AGENT *	70
SOCIAL WORKER SUPERVISOR	76
SUPERVISOR ASSISTANT (Board Clerk) *	72

* CHANGES TO TITLE AND OR JOB DESCRIPTION

ATTACHMENT E

Definitions

Career Ladder. A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

ARTICLE IV

CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
 - 1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
 - 2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

ARTICLE V

COMPENSATION PLAN

5.1 **Preparation of Plan.** The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 **Adoption of Plan.** The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 **Application of Rates.** An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 **Salary Payment Procedure.**

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A - For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

- (4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

Overtime: Paid Time or Compensatory Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12) hour period. Any call-out instance after the first two (2) in a twelve (12) hour period will be paid at normal overtime rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

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

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

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

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

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

(2) Advancement from II to III:

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

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

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

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

ARTICLE VIII

PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

8.2 Performance Evaluations. Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement," "Meets Expectations," or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.

RESOLUTION NO 2013-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING RESOLUTION 2006 - 05 AND SETTING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO

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

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby rescinds Resolution 2006-05

BE IT FURTHER RESOLVED, the following classifications are deemed as Management:

Assistant Director Health and Human Services
Assistant County Counsel
Deputy Director Health and Human Services – Public Health
Deputy Chief, Juvenile Institutions
Deputy Chief, Adult and Juvenile Probation
Deputy County Administrator
Deputy County Counsel
Deputy Personnel Director
Deputy Public Works Director
Deputy County Administrator/Economic Development
Director Mental Health
Director Social Services
Director Information Services
Risk Manager
Senior Management Analyst

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed below:

Assistant Director Health and Human Services

Assistant County Counsel
Deputy Agricultural Commissioner/Weights and Measures
Deputy Director Health and Human Services – Public Health
Deputy Director, Juvenile Institutions
Deputy Director, Adult and Juvenile Probation
Deputy County Administrator
Deputy County Counsel
Deputy Personnel Director
Deputy Public Works Director
Deputy County Administrator/Economic Development
Director Mental Health
Director Social Services
Director Information Services
Risk Manager
Senior Management Analyst

Persons in these positions are hereinafter referred to as “Management Employees”.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution.

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 bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees 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.

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

ARTICLE 4. WORKDAY AND WORKWEEK

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

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee’s on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.

- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- e. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- f. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management Employees are FLSA Exempt employees.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

Management Employees are FLSA Exempt employees, and shall not be paid or provided compensatory time for standby or callout.

ARTICLE 7. SALARIES

- a. Salaries
Management employees shall be paid a monthly salary as set forth in the schedule below:
- County will provide the following COLA's:
October 2103: 2% COLA effective October 10, 2013 which is the first full pay period in October.
July 2014: 2% COLA effective July 3, 2014 which is the first full pay period in July.
July 2015: 2% COLA effective July 2, 2015 which is the first full pay period in July.

Assistant Director Health and Human Services	Range: 88
Assistant County Administrator	Range: 96
Deputy Agricultural Commissioner/Weights and Measures	Range: 80
Deputy Director Health and Human Services – Public Health	Range : 88
Deputy Chief, Juvenile Institutions	Range: 84
Deputy Chief, Adult and Juvenile Probation	Range : 84
Deputy County Administrator	Range 88
Deputy County Counsel I-IV	Range: 81-89
Deputy Personnel Director	Range 88
Deputy Public Works Director	Range: 83
Director Mental Health	Range: 88
Director Social Services	Range: 84
Director Information Services	Range: 91

Risk Manager
Senior Deputy County Administrator
Senior Management Analyst

Range: 88
Range: 92
Range: 84

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

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

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

- c. Left Blank
- d. Semi-monthly Paydays. Management Employees' shall be paid twice monthly (on the 5th and 20th of each month.).

ARTICLE 8.

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ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

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.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

- d. 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
 -

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

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

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all Management Employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of Management Employees base salary to a maximum of \$320 per year. Any 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 .

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

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ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.
- c. Any Management employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Management employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.

- d. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- e. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17. VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 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 alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 35 hours or 40 hours (depending on employee's hourly status) of Flexible Leave hours each fiscal year.

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

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

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

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

- November 1 - February 28..... Three (3) days
- March 1 - June 30 One (1) day.

ARTICLE 19. HOLIDAYS

- a. **Recognized Holidays.** County holidays are as follows:

January 1 (New Year's Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- b. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 20. RETIREMENT PROVISIONS

- a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Management employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC)
 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

- e. Any change in retirement benefits negotiated by ICEA, management employees will be applied to management employees by future amendments to this resolution.

ARTICLE 21. PERSONNEL RULES/RESOLUTION

The compensation, tenure, appointment, and terms and conditions of employment of Management employee shall be governed by the Inyo County Personnel Rules, as they may be amended from time to time, except as modified by the Articles in this Resolution.

Attachment E outlines amendments to the Personnel Rules. Once adopted by all bargaining units, Personnel Rules will be amended.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

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

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

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended April 1, 1998.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 806.

ARTICLE 33. TUITION REIMBURSEMENT

The County will reimburse educational expenses to a maximum of \$350.00 per year per employee for tuition and books.

The County will consider allocating an additional amount to any given Management employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and which would benefit the Department and County.

The County will reimburse the Management employee for course work completed with a grade of 2.0 or higher. The Management employee must submit a final grade report and a receipt for books purchased.

ARTICLE 34. SMOKING

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Smoking on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Management employee will have the option of additional amounts being deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

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

ARTICLE 37.

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ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, 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 affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

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

ARTICLE 42.

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ARTICLE 43

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ARTICLE 44.

PASSED AND ADOPTED this 15th day October 2013 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:
ABSENT:

Linda Arcularius

Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039	2056	2156	2268	2379	2498
040	2101	2204	2317	2433	2557
041	2154	2256	2372	2489	2614
042	2199	2305	2426	2550	2673
043	2250	2360	2480	2604	2737
044	2304	2420	2542	2670	2805
045	2354	2475	2597	2732	2868
046	2405	2535	2653	2794	2935
047	2469	2592	2723	2853	3003
048	2530	2646	2781	2927	3067
049	2582	2712	2847	2991	3139
050	2642	2777	2915	3057	3213
051	2706	2842	2980	0	3281
052	2769	2903	3053	3202	3364
053	2835	2977	3121	3273	3448
054	2897	3048	3192	3351	3523
055	2968	3111	3269	3434	3608
056	3040	3186	3344	3511	3690
057	3107	3265	3425	3597	3775
058	3181	3339	3504	3681	3871
059	3258	3417	3592	3770	3958
060	3336	3500	3675	3862	4052
061	3412	3581	3764	3955	4143
062	3495	3672	3856	4042	4249
063	3572	3753	3946	4140	4346
064	3662	3842	4030	4242	4450
065	3744	3936	4134	4340	4553
066	3832	4027	4234	4441	4665
067	3929	4125	4331	4551	4770
068	4025	4227	4436	4653	4890
069	4122	4326	4543	4767	5002
070	4221	4434	4652	4888	5133
071	4319	4534	4763	4998	5250
072	4423	4647	4875	5114	5372
073	4526	4756	4996	5243	5506
074	4638	4870	5111	5369	5637
075	4749	4989	5230	5495	5772
076	4863	5104	5366	5631	5912
077	4976	5224	5489	5765	6051
078	5097	5347	5619	5900	6195
079	5217	5479	5752	6039	6344
080	5343	5614	5898	6190	6498
081	5471	5751	6035	6339	6652
082	5613	5887	6185	6494	6815
083	5751	6035	6339	6646	6987
084	5893	6185	6494	6815	7162
085	6037	6339	6646	6987	7339
086	6186	6494	6815	7162	7519
087	6340	6646	6987	7339	7701
088	6497	6815	7162	7519	7895
089	6662	6987	7339	7701	8090
090	6824	7162	7519	7895	8297
091	6993	7339	7701	8090	8498
092	7167	7519	7895	8297	8711
093	7347	7701	8090	8498	8924
094	7522	7895	8297	8711	9147
095	7707	8090	8498	8924	9378
096	7902	8297	8711	9147	9609
097	8096	8498	8924	9378	9844
098	8301	8711	9147	9609	10091
099	8502	8924	9378	9844	10338

ATTACHMENT D
 MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
0397	2056	2156	2268	2379	2498
0407	2101	2204	2317	2433	2557
0417	2154	2256	2372	2489	2614
0427	2199	2305	2426	2550	2673
0437	2250	2360	2480	2604	2737
0447	2304	2420	2542	2670	2805
0457	2354	2475	2597	2732	2868
0467	2405	2535	2653	2794	2935
0477	2469	2592	2723	2853	3003
0487	2530	2646	2781	2927	3067
0497	2582	2712	2847	2991	3139
0507	2642	2777	2915	3057	3213
0517	2,706	2,842	2,980	3,129	3,281
0527	2,769	2,903	3,053	3,202	3,364
0537	2,835	2,977	3,121	3,273	3,448
0547	2,897	3,048	3,192	3,351	3,523
0557	2,968	3,111	3,269	3,434	3,608
0567	3,040	3,186	3,344	3,511	3,690
0577	3,107	3,265	3,425	3,597	3,775
0587	3,181	3,339	3,504	3,681	3,871
0597	3,258	3,417	3,592	3,770	3,958
0607	3,336	3,500	3,675	3,862	4,052
0617	3,412	3,581	3,764	3,955	4,143
0627	3,495	3,672	3,856	4,042	4,249
0637	3,572	3,753	3,946	4,140	4,346
0647	3,662	3,842	4,030	4,242	4,450
0657	3,744	3,936	4,134	4,340	4,553
0667	3,832	4,027	4,234	4,441	4,665
0677	3,929	4,125	4,331	4,551	4,770
0687	4,025	4,227	4,436	4,653	4,890
0697	4,122	4,326	4,543	4,767	5,002
0707	4,221	4,434	4,652	4,888	5,133
0717	4,319	4,534	4,763	4,998	5,250
0727	4,423	4,647	4,875	5,114	5,372
0737	4,526	4,756	4,996	5,243	5,506
0747	4,638	4,870	5,111	5,369	5,637
0757	4,749	4,989	5,230	5,495	5,772
0767	4,863	5,104	5,366	5,631	5,912
0777	4,976	5,224	5,489	5,765	6,051
0787	5,097	5,347	5,619	5,900	6,195
0797	5,217	5,479	5,752	6,039	6,344
0807	5,343	5,614	5,898	6,190	6,498
0817	5,471	5,751	6,035	6,339	6,652
0827	5,613	5,887	6,185	6,494	6,815
0837	5,751	6,035	6,339	6,646	6,987
0847	5,893	6,185	6,494	6,815	7,162
0857	6,037	6,339	6,646	6,987	7,339
0867	6,186	6,494	6,815	7,162	7,519
0877	6,340	6,646	6,987	7,339	7,701
0887	6,497	6,815	7,162	7,519	7,895
0897	6,662	6,987	7,339	7,701	8,090
0907	6,824	7,162	7,519	7,895	8,297
0917	6,993	7,339	7,701	8,090	8,498
0927	7,167	7,519	7,895	8,297	8,711
0937	7,347	7,701	8,090	8,498	8,924
0947	7,522	7,895	8,297	8,711	9,147
0957	7,707	8,090	8,498	8,924	9,378
0967	7,902	8,297	8,711	9,147	9,609
0977	8,096	8,498	8,924	9,378	9,844
0987	8,301	8,711	9,147	9,609	10,091
0997	8,502	8,924	9,378	9,844	10,338

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.01587	11.56796	12.15902	12.74359	13.38013
040PT	11.26918	11.81477	12.41883	13.03588	13.69840
041PT	11.55497	12.10057	12.71760	13.34764	14.00367
042PT	11.78232	12.34740	13.00340	13.65292	14.33493
043PT	12.06159	12.65265	13.29569	13.96470	14.67267
044PT	12.34090	12.97093	13.61395	14.31544	15.02990
045PT	12.62019	13.26320	13.91924	14.64020	15.38066
046PT	12.89949	13.58148	14.21152	14.97145	15.72490
047PT	13.22424	13.88676	14.58824	15.30270	16.08862
048PT	13.24050	14.19201	14.90001	15.67293	16.43938
049PT	13.82829	14.52978	15.25074	16.03017	16.82258
050PT	14.17903	14.88051	15.62745	16.38090	17.21230
051PT	14.49730	15.21828	15.97821	16.77712	17.58902
052PT	14.83505	15.56900	16.36142	17.16034	18.02420
053PT	15.18579	15.96521	16.73165	17.54355	18.48537
054PT	15.53004	16.32897	17.10188	17.95925	18.88158
055PT	15.90677	16.67969	17.52407	18.40743	19.33624
056PT	16.28349	17.08890	17.92028	18.81013	19.78441
057PT	16.65371	17.49809	18.34896	19.26479	20.23257
058PT	17.04992	17.90079	18.77765	19.73894	20.73920
059PT	17.45263	18.30999	19.23880	20.20659	21.21334
060PT	17.88130	18.75816	19.69347	20.68725	21.71347
061PT	18.29050	19.19333	20.18709	21.19387	22.22010
062PT	18.73218	19.67399	20.64826	21.66800	22.77869
063PT	19.14788	20.10917	21.14838	22.20063	23.28530
064PT	19.62203	20.58980	21.60956	22.73322	23.85039
065PT	20.06370	21.10293	22.14866	23.25285	24.39600
066PT	20.53784	21.59007	22.68776	23.80493	25.00656
067PT	21.05747	22.10319	23.20738	24.38301	25.57163
068PT	21.57708	22.65528	23.77247	24.94160	26.20817
069PT	22.08370	23.17489	24.34403	25.55864	26.80572
070PT	22.61631	23.75946	24.93509	26.19517	27.48771
071PT	23.13594	24.29857	25.53915	26.79273	28.12425
072PT	23.70102	24.90912	26.12373	27.40977	28.79325
073PT	24.26610	25.49370	26.77974	28.09177	29.50124
074PT	24.85066	26.09773	27.39028	28.77377	30.20271
075PT	25.44172	26.74727	28.03331	29.43627	30.93667
076PT	26.05228	27.35782	28.75427	30.17023	31.69011
077PT	26.66932	28.00732	29.41679	30.89120	32.42408
078PT	27.30585	28.65035	30.11178	31.63166	33.20350
079PT	27.96837	29.36483	30.82625	32.36561	34.00240
080PT	28.62438	30.07931	31.61865	33.17102	34.82730
081PT	29.33235	30.81976	32.35263	33.96995	35.64571
082PT	30.07281	31.54721	33.15153	34.80782	36.52255
083PT	30.81976	32.35263	33.96995	35.61322	37.44487
084PT	31.58620	33.15153	34.80782	36.52255	38.38667
085PT	32.35912	33.96995	35.61322	37.44487	39.32848
086PT	33.15803	34.80782	36.52255	38.38667	40.29626
087PT	33.97643	35.61322	37.44487	39.32848	41.27703
088PT	34.82081	36.52255	38.38667	40.29626	42.31628
089PT	35.70415	37.44487	39.32848	41.27703	43.34902
090PT	36.57044	38.38667	40.29626	42.31628	44.46397
091PT	37.47787	39.32848	41.27703	43.34902	45.54076
092PT	38.40716	40.29626	42.31628	44.46397	46.68334
093PT	39.37472	41.27703	43.34902	45.54076	47.82582
094PT	40.31495	42.31628	44.46397	46.68334	49.02297
095PT	41.30437	43.34902	45.54076	47.82582	50.25838
096PT	42.34844	44.46397	46.68334	49.02297	51.49927
097PT	43.38708	45.54076	47.82582	50.25838	52.75655
098PT	44.48583	46.68334	49.02297	51.49927	54.07942
099PT	45.56273	47.82582	50.25838	52.75655	55.40230

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE OCTOBER 10, 2013

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.46549	14.11130	14.86103	15.60333	16.38276
043P7	13.51440	14.17666	14.89712	15.64670	16.43997
044P7	14.10388	14.82392	15.55879	16.36050	17.17702
050P7	16.36891	17.18736	18.04672	18.94906	19.89651

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039	2097	2199	2313	2427	2548
040	2143	2248	2363	2482	2608
041	2197	2301	2419	2539	2666
042	2243	2351	2475	2601	2726
043	2295	2407	2530	2656	2792
044	2350	2468	2593	2723	2861
045	2401	2524	2649	2787	2925
046	2453	2586	2706	2850	2994
047	2518	2644	2777	2910	3063
048	2581	2699	2837	2986	3128
049	2634	2766	2904	3051	3202
050	2695	2833	2973	3118	3277
051	2760	2899	3040	3192	3347
052	2824	2961	3114	3266	3431
053	2892	3037	3183	3338	3517
054	2955	3109	3256	3418	3593
055	3027	3173	3334	3503	3680
056	3101	3250	3411	3581	3764
057	3169	3330	3494	3669	3850
058	3245	3406	3574	3755	3948
059	3323	3485	3664	3845	4037
060	3403	3570	3748	3939	4133
061	3480	3653	3839	4034	4226
062	3565	3745	3933	4123	4334
063	3643	3828	4025	4223	4433
064	3735	3919	4111	4327	4539
065	3819	4015	4217	4427	4644
066	3909	4108	4319	4530	4758
067	4008	4208	4418	4642	4865
068	4106	4312	4525	4746	4988
069	4204	4413	4634	4862	5102
070	4305	4523	4745	4986	5236
071	4405	4625	4858	5098	5355
072	4511	4740	4972	5216	5479
073	4617	4851	5096	5348	5616
074	4731	4967	5213	5476	5750
075	4844	5089	5335	5605	5887
076	4960	5206	5473	5744	6030
077	5076	5328	5599	5880	6172
078	5199	5454	5731	6018	6319
079	5321	5589	5867	6160	6471
080	5450	5726	6016	6314	6628
081	5580	5866	6156	6466	6785
082	5725	6005	6309	6624	6951
083	5866	6156	6466	6779	7127
084	6011	6309	6624	6951	7305
085	6158	6466	6779	7127	7486
086	6310	6624	6951	7305	7669
087	6467	6779	7127	7486	7855
088	6627	6951	7305	7669	8053
089	6795	7127	7486	7855	8252
090	6960	7305	7669	8053	8463
091	7133	7486	7855	8252	8668
092	7310	7669	8053	8463	8885
093	7494	7855	8252	8668	9102
094	7672	8053	8463	8885	9330
095	7861	8252	8668	9102	9566
096	8060	8463	8885	9330	9801
097	8258	8668	9102	9566	10041
098	8467	8885	9330	9801	10293
099	8672	9102	9566	10041	10545

ATTACHMENT D
 FULL-TIME MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
0397	2097	2199	2313	2427	2548
0407	2143	2248	2363	2482	2608
0417	2197	2301	2419	2539	2666
0427	2243	2351	2475	2601	2726
0437	2295	2407	2530	2656	2792
0447	2350	2468	2593	2723	2861
0457	2401	2524	2649	2787	2925
0467	2453	2586	2706	2850	2994
0477	2518	2644	2777	2910	3063
0487	2581	2699	2837	2986	3128
0497	2634	2766	2904	3051	3202
0507	2695	2833	2973	3118	3277
0517	2760	2899	3040	3192	3347
0527	2824	2961	3114	3266	3431
0537	2892	3037	3183	3338	3517
0547	2955	3109	3256	3418	3593
0557	3027	3173	3334	3503	3680
0567	3101	3250	3411	3581	3764
0577	3169	3330	3494	3669	3850
0587	3245	3406	3574	3755	3948
0597	3323	3485	3664	3845	4037
0607	3403	3570	3748	3939	4133
0617	3480	3653	3839	4034	4226
0627	3565	3745	3933	4123	4334
0637	3643	3828	4025	4223	4433
0647	3735	3919	4111	4327	4539
0657	3819	4015	4217	4427	4644
0667	3909	4108	4319	4530	4758
0677	4008	4208	4418	4642	4865
0687	4106	4312	4525	4746	4988
0697	4204	4413	4634	4862	5102
0707	4305	4523	4745	4986	5236
0717	4405	4625	4858	5098	5355
0727	4511	4740	4972	5216	5479
0737	4617	4851	5096	5348	5616
0747	4731	4967	5213	5476	5750
0757	4844	5089	5335	5605	5887
0767	4960	5206	5473	5744	6030
0777	5076	5328	5599	5880	6172
0787	5199	5454	5731	6018	6319
0797	5321	5589	5867	6160	6471
0807	5450	5726	6016	6314	6628
0817	5580	5866	6156	6466	6785
0827	5725	6005	6309	6624	6951
0837	5866	6156	6466	6779	7127
0847	6011	6309	6624	6951	7305
0857	6158	6466	6779	7127	7486
0867	6310	6624	6951	7305	7669
0877	6467	6779	7127	7486	7855
0887	6627	6951	7305	7669	8053
0897	6795	7127	7486	7855	8252
0907	6960	7305	7669	8053	8463
0917	7133	7486	7855	8252	8668
0927	7310	7669	8053	8463	8885
0937	7494	7855	8252	8668	9102
0947	7672	8053	8463	8885	9330
0957	7861	8252	8668	9102	9566
0967	8060	8463	8885	9330	9801
0977	8258	8668	9102	9566	10041
0987	8467	8885	9330	9801	10293
0997	8502	8924	9378	9844	10338

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 3, 2014

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.2362	11.7993	12.4022	12.9985	13.6477
040PT	11.4946	12.0511	12.6672	13.2966	13.9724
041PT	11.7861	12.3426	12.9720	13.6146	14.2837
042PT	12.0180	12.5944	13.2635	13.9260	14.6216
043PT	12.3028	12.9057	13.5616	14.2440	14.9661
044PT	12.5877	13.2304	13.8862	14.6018	15.3305
045PT	12.8726	13.5285	14.1976	14.9330	15.6883
046PT	13.1575	13.8531	14.4958	15.2709	16.0394
047PT	13.4887	14.1645	14.8800	15.6088	16.4104
048PT	13.5053	14.4759	15.1980	15.9864	16.7682
049PT	14.1049	14.8204	15.5558	16.3508	17.1590
050PT	14.4626	15.1781	15.9400	16.7085	17.5566
051PT	14.7873	15.5227	16.2978	17.1127	17.9408
052PT	15.1318	15.8804	16.6887	17.5036	18.3847
053PT	15.4895	16.2845	17.0663	17.8944	18.8551
054PT	15.8406	16.6556	17.4439	18.3184	19.2592
055PT	16.2249	17.0133	17.8746	18.7756	19.7230
056PT	16.6092	17.4307	18.2787	19.1863	20.1801
057PT	16.9868	17.8481	18.7159	19.6501	20.6372
058PT	17.3909	18.2588	19.1532	20.1337	21.1540
059PT	17.8017	18.6762	19.6236	20.6107	21.6376
060PT	18.2389	19.1333	20.0873	21.1010	22.1477
061PT	18.6563	19.5772	20.5908	21.6178	22.6645
062PT	19.1068	20.0675	21.0612	22.1014	23.2343
063PT	19.5308	20.5114	21.5714	22.6446	23.7510
064PT	20.0145	21.0016	22.0418	23.1879	24.3274
065PT	20.4650	21.5250	22.5916	23.7179	24.8839
066PT	20.9486	22.0219	23.1415	24.2810	25.5067
067PT	21.4786	22.5453	23.6715	24.8707	26.0831
068PT	22.0086	23.1084	24.2479	25.4404	26.7323
069PT	22.5254	23.6384	24.8309	26.0698	27.3418
070PT	23.0686	24.2347	25.4338	26.7191	28.0375
071PT	23.5987	24.7845	26.0499	27.3286	28.6867
072PT	24.1750	25.4073	26.6462	27.9580	29.3691
073PT	24.7514	26.0036	27.3153	28.6536	30.0913
074PT	25.3477	26.6197	27.9381	29.3493	30.8068
075PT	25.9506	27.2822	28.5940	30.0250	31.5554
076PT	26.5733	27.9050	29.3294	30.7736	32.3239
077PT	27.2027	28.5675	30.0051	31.5090	33.0726
078PT	27.8520	29.2234	30.7140	32.2643	33.8676
079PT	28.5277	29.9521	31.4428	33.0129	34.6825
080PT	29.1969	30.6809	32.2510	33.8344	35.5239
081PT	29.9190	31.4362	32.9997	34.6494	36.3586
082PT	30.6743	32.1782	33.8146	35.5040	37.2530
083PT	31.4362	32.9997	34.6494	36.3255	38.1938
084PT	32.2179	33.8146	35.5040	37.2530	39.1544
085PT	33.0063	34.6494	36.3255	38.1938	40.1151
086PT	33.8212	35.5040	37.2530	39.1544	41.1022
087PT	34.6560	36.3255	38.1938	40.1151	42.1026
088PT	35.5172	37.2530	39.1544	41.1022	43.1626
089PT	36.4182	38.1938	40.1151	42.1026	44.2160
090PT	37.3019	39.1544	41.1022	43.1626	45.3533
091PT	38.2274	40.1151	42.1026	44.2160	46.4516
092PT	39.1753	41.1022	43.1626	45.3533	47.6170
093PT	40.1622	42.1026	44.2160	46.4516	48.7823
094PT	41.1213	43.1626	45.3533	47.6170	50.0034
095PT	42.1305	44.2160	46.4516	48.7823	51.2636
096PT	43.1954	45.3533	47.6170	50.0034	52.5293
097PT	44.2548	46.4516	48.7823	51.2636	53.8117
098PT	45.3756	47.6170	50.0034	52.5293	55.1610
099PT	45.5627	47.8258	50.2584	52.7566	55.4023

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2014

Range	Step A	Step B	Step C	Step D	Step E
042P7	13.73480	14.39353	15.15825	15.91540	16.71042
043P7	13.78469	14.46019	15.19506	15.95963	16.76877
044P7	14.38596	15.12040	15.86997	16.68771	17.52056
050P7	16.69629	17.53111	18.40765	19.32804	20.29444

ATTACHMENT D
 FULL-TIME MISCELLANEOUS EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039	2139	2243	2359	2476	2599
040	2186	2293	2410	2532	2660
041	2241	2347	2467	2590	2719
042	2288	2398	2524	2653	2781
043	2341	2455	2581	2709	2848
044	2397	2517	2645	2777	2918
045	2449	2574	2702	2843	2984
046	2502	2638	2760	2907	3054
047	2568	2697	2833	2968	3124
048	2633	2753	2894	3046	3191
049	2687	2821	2962	3112	3266
050	2749	2890	3032	3180	3343
051	2815	2957	3101	3256	3414
052	2880	3020	3176	3331	3500
053	2950	3098	3247	3405	3587
054	3014	3171	3321	3486	3665
055	3088	3236	3401	3573	3754
056	3163	3315	3479	3653	3839
057	3232	3397	3564	3742	3927
058	3310	3474	3645	3830	4027
059	3389	3555	3737	3922	4118
060	3471	3641	3823	4018	4216
061	3550	3726	3916	4115	4311
062	3636	3820	4012	4205	4421
063	3716	3905	4106	4307	4522
064	3810	3997	4193	4414	4630
065	3895	4095	4301	4516	4737
066	3987	4190	4405	4621	4853
067	4088	4292	4506	4735	4962
068	4188	4398	4616	4841	5088
069	4288	4501	4727	4959	5204
070	4391	4613	4840	5086	5341
071	4493	4718	4955	5200	5462
072	4601	4835	5071	5320	5589
073	4709	4948	5198	5455	5728
074	4826	5066	5317	5586	5865
075	4941	5191	5442	5717	6005
076	5059	5310	5582	5859	6151
077	5178	5435	5711	5998	6295
078	5303	5563	5846	6138	6445
079	5427	5701	5984	6283	6600
080	5559	5841	6136	6440	6761
081	5692	5983	6279	6595	6921
082	5840	6125	6435	6756	7090
083	5983	6279	6595	6915	7270
084	6131	6435	6756	7090	7451
085	6281	6595	6915	7270	7636
086	6436	6756	7090	7451	7822
087	6596	6915	7270	7636	8012
088	6760	7090	7451	7822	8214
089	6931	7270	7636	8012	8417
090	7099	7451	7822	8214	8632
091	7276	7636	8012	8417	8841
092	7456	7822	8214	8632	9063
093	7644	8012	8417	8841	9284
094	7825	8214	8632	9063	9517
095	8018	8417	8841	9284	9757
096	8221	8632	9063	9517	9997
097	8423	8841	9284	9757	10242
098	8636	9063	9517	9997	10499
099	8845	9284	9757	10242	10756

ATTACHMENT D
 FULL-TIME MISCELLANEOUS SEVEN HOUR EMPLOYEES
 2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
0397	2139	2243	2359	2476	2599
0407	2186	2293	2410	2532	2660
0417	2241	2347	2467	2590	2719
0427	2288	2398	2524	2653	2781
0437	2341	2455	2581	2709	2848
0447	2397	2517	2645	2777	2918
0457	2449	2574	2702	2843	2984
0467	2502	2638	2760	2907	3054
0477	2568	2697	2833	2968	3124
0487	2633	2753	2894	3046	3191
0497	2687	2821	2962	3112	3266
0507	2749	2890	3032	3180	3343
0517	2815	2957	3101	3256	3414
0527	2880	3020	3176	3331	3500
0537	2950	3098	3247	3405	3587
0547	3014	3171	3321	3486	3665
0557	3088	3236	3401	3573	3754
0567	3163	3315	3479	3653	3839
0577	3232	3397	3564	3742	3927
0587	3310	3474	3645	3830	4027
0597	3389	3555	3737	3922	4118
0607	3471	3641	3823	4018	4216
0617	3550	3726	3916	4115	4311
0627	3636	3820	4012	4205	4421
0637	3716	3905	4106	4307	4522
0647	3810	3997	4193	4414	4630
0657	3895	4095	4301	4516	4737
0667	3987	4190	4405	4621	4853
0677	4088	4292	4506	4735	4962
0687	4188	4398	4616	4841	5088
0697	4288	4501	4727	4959	5204
0707	4391	4613	4840	5086	5341
0717	4493	4718	4955	5200	5462
0727	4601	4835	5071	5320	5589
0737	4709	4948	5198	5455	5728
0747	4826	5066	5317	5586	5865
0757	4941	5191	5442	5717	6005
0767	5059	5310	5582	5859	6151
0777	5178	5435	5711	5998	6295
0787	5303	5563	5846	6138	6445
0797	5427	5701	5984	6283	6600
0807	5559	5841	6136	6440	6761
0817	5692	5983	6279	6595	6921
0827	5840	6125	6435	6756	7090
0837	5983	6279	6595	6915	7270
0847	6131	6435	6756	7090	7451
0857	6281	6595	6915	7270	7636
0867	6436	6756	7090	7451	7822
0877	6596	6915	7270	7636	8012
0887	6760	7090	7451	7822	8214
0897	6931	7270	7636	8012	8417
0907	7099	7451	7822	8214	8632
0917	7276	7636	8012	8417	8841
0927	7456	7822	8214	8632	9063
0937	7644	8012	8417	8841	9284
0947	7825	8214	8632	9063	9517
0957	8018	8417	8841	9284	9757
0967	8221	8632	9063	9517	9997
0977	8423	8841	9284	9757	10242
0987	8636	9063	9517	9997	10499
0997	8672	9102	9566	10041	10545

ATTACHMENT D
PART-TIME EIGHT HOUR EMPLOYEES
2% COLA EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.46091	12.03531	12.65024	13.25843	13.92068
040PT	11.72445	12.29209	12.92055	13.56253	14.25182
041PT	12.02179	12.58943	13.23139	13.88688	14.56941
042PT	12.25833	12.84624	13.52874	14.20450	14.91406
043PT	12.54888	13.16381	13.83283	14.52887	15.26544
044PT	12.83947	13.49496	14.16395	14.89378	15.63711
045PT	13.13004	13.79903	14.48157	15.23166	16.00204
046PT	13.42063	14.13017	14.78566	15.57630	16.36019
047PT	13.75849	14.44779	15.17760	15.92092	16.73860
048PT	13.77542	14.76537	15.50197	16.30612	17.10353
049PT	14.38696	15.11679	15.86686	16.67779	17.50221
050PT	14.75186	15.48168	16.25880	17.04269	17.90768
051PT	15.08300	15.83310	16.62373	17.45491	18.29962
052PT	15.43438	16.19799	17.02242	17.85362	18.75237
053PT	15.79930	16.61020	17.40761	18.25231	19.23218
054PT	16.15745	16.98866	17.79280	18.68481	19.64439
055PT	16.54941	17.35355	18.23204	19.15109	20.11742
056PT	16.94134	17.77929	18.64426	19.57006	20.58370
057PT	17.32652	18.20501	19.09026	20.04309	21.04996
058PT	17.73874	18.62399	19.53626	20.53639	21.57706
059PT	18.15771	19.04971	20.01605	21.02293	22.07036
060PT	18.60371	19.51599	20.48909	21.52301	22.59069
061PT	19.02944	19.96874	21.00265	22.05010	23.11779
062PT	19.48896	20.46882	21.48245	22.54339	23.69895
063PT	19.92146	20.92158	22.00278	23.09753	24.22603
064PT	20.41476	21.42163	22.48258	23.65164	24.81395
065PT	20.87427	21.95549	23.04346	24.19227	25.38160
066PT	21.36757	22.46231	23.60435	24.76665	26.01682
067PT	21.90819	22.99616	24.14496	25.36808	26.60472
068PT	22.44879	23.57056	24.73288	25.94924	27.26698
069PT	22.97588	24.11116	25.32753	26.59121	27.88867
070PT	23.53001	24.71934	25.94247	27.25345	28.59821
071PT	24.07063	25.28023	26.57093	27.87515	29.26047
072PT	24.65854	25.91545	27.17912	28.51713	29.95650
073PT	25.24645	26.52364	27.86164	29.22668	30.69309
074PT	25.85462	27.15207	28.49685	29.93624	31.42290
075PT	26.46956	27.82786	29.16586	30.62550	32.18651
076PT	27.10480	28.46308	29.91595	31.38910	32.97039
077PT	27.74676	29.13882	30.60523	32.13920	33.73401
078PT	28.40901	29.80783	31.32830	32.90958	34.54492
079PT	29.09829	30.55117	32.07164	33.67318	35.37610
080PT	29.78081	31.29452	32.89604	34.51113	36.23433
081PT	30.51738	32.06488	33.65967	35.34234	37.08579
082PT	31.28776	32.82171	34.49085	36.21406	37.99806
083PT	32.06488	33.65967	35.34234	37.05199	38.95765
084PT	32.86228	34.49085	36.21406	37.99806	39.93749
085PT	33.66643	35.34234	37.05199	38.95765	40.91735
086PT	34.49761	36.21406	37.99806	39.93749	41.92423
087PT	35.34908	37.05199	38.95765	40.91735	42.94462
088PT	36.22757	37.99806	39.93749	41.92423	44.02586
089PT	37.14659	38.95765	40.91735	42.94462	45.10032
090PT	38.04789	39.93749	41.92423	44.02586	46.26032
091PT	38.99198	40.91735	42.94462	45.10032	47.38061
092PT	39.95881	41.92423	44.02586	46.26032	48.56935
093PT	40.96545	42.94462	45.10032	47.38061	49.75799
094PT	41.94368	44.02586	46.26032	48.56935	51.00350
095PT	42.97307	45.10032	47.38061	49.75799	52.28882
096PT	44.05932	46.26032	48.56935	51.00350	53.57985
097PT	45.13992	47.38061	49.75799	52.28882	54.88791
098PT	46.28306	48.56935	51.00350	53.57985	56.26423
099PT	46.47398	48.78234	51.26355	53.81168	56.51035

ATTACHMENT D
PART-TIME SEVEN HOUR EMPLOYEES
2% COLA
EFFECTIVE JULY 2, 2015

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.00950	14.68140	15.46142	16.23371	17.04463
044P7	14.67368	15.42281	16.18737	17.02146	17.87097
050P7	17.03022	17.88173	18.77580	19.71460	20.70033

ATTACHMENT E

Definitions

Career Ladder. A career ladder is a term used to define movement through a job series (e.g., Office Clerk I, II, III) as the employee acquires additional skills, responsibilities and experience. Job titles or positions within a job series constitute distinct classifications

ARTICLE IV

CLASSIFICATION PLAN

4.1 Preparation, Adoption and Amendment. The County Administrator shall ascertain and record the duties and responsibilities of all County positions in the classified service for inclusion in the classification plan. The classification plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation shall apply to all positions in the same class. Each classification shall have a written specification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills.

The classification plan may be amended or revised, as required. At a minimum, the County agrees that it shall review the classification plan every 5 to 7 years, counting from the effective date of this amendment to this section. As part of its review, the County shall consult with the bargaining units to identify classifications within the prevue of the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. As part of its review, the County shall also meet with the bargaining units to share the results of the classification review and any recommendations it plans to make, if any, to the affected classifications.

4.2 Allocation of Positions. Positions shall be as approved by the Board of Supervisors in the annual budget (Authorized Staffing). Department heads shall not appoint persons to a position, which is not approved. The County Administrator shall approve the appointment of employees to positions in the classification plan. Only allocated positions which have been approved by the Board may be filled, except that emergency and 1-15.99 part-time positions, temporary positions, seasonal position may be approved and filled by the County Administrator without prior Board approval.

4.3 New Positions. When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a class of position, unless otherwise provided by these Rules.

4.4 Reclassification. Except in limited circumstances, the County intends the classification plan review process described in Section 4.1 to be the mechanism by which positions are reclassified. However, the County recognizes that the duties of positions may change unexpectedly and substantially between classification plan review periods due to changes in the County Code, policies, or programs, or State or Federal laws and regulations. This section is intended to delineate the circumstances and procedures by which positions may be reclassified between classification plan review periods. This section is not intended to provide for the reclassifications of positions which have been changed substantially over time so as to require reclassification, as this will be accomplished through the periodic classification review process described in Section 4.1. Furthermore, reclassification, as described in this section, shall not be used for the purpose of avoiding rules governing demotions or promotions, nor shall it be used to allow or ratify a department head routinely working employees out-of-class or otherwise altering the department's Authorized Staffing as determined through the County's budget process. Should the duties of a position change over time, the department head may request the reclassification of the position during the periodic compensation plan review process. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor shall they be used to reclassify positions within a job series with specific career ladders.

In order for a position to be considered for reclassification outside of the classification review period described in section 4.1, the department head must demonstrate in writing and, if provided, on a form prescribed by the Personnel Director:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,
2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,
3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

Additionally, reclassifications shall be considered anytime an employee serving in a classification as a trainee or intern (e.g., REHS Trainee or Psychotherapist Intern, Registered Nurse or Public Health Nurse), or when an employee within the Engineering series obtains their valid California.

Registration as a Professional Engineer, AND, the department certifies (1) the position is necessary, and (2) the employee has the capacity to successfully perform the newly required skills and responsibilities.

Changes in the use of technology or processes to accomplish the same or similar work are not acceptable reasons for reclassifying a position. Additional work of the same or similar nature, already being performed by the position, are not a reason for reclassification.

Before concurring in and recommending the reclassification of the position, the Personnel Director shall determine each of the preceding criteria have been met, and that:

- a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.
- b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.
- c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board. The wage level of any employee holding a reclassified position shall remain at the same step within the new range. No change in the title of any job classification shall affect the tenure of the holder thereof where the position is, in effect, continued in existence. A reclassification will not cause a change in an employee's anniversary date.

4.5 Types of Appointments. Except for temporary vacancies and provisional appointments, all vacancies shall be filled by transfer, promotion, demotion, re-employment, and reinstatement or from candidates on an appropriate eligibility list if one is available. In the absence of eligible candidates in one of the above categories,

temporary appointments may be made in accordance with these rules pending development of a list of eligible candidates.

4.6 Emergency Appointments. To meet immediate requirements of an emergency condition which threatens life or property, the County Administrator may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. The method of hiring for emergency appointments shall be subject to the discretion of the County Administrator. All such appointments shall be reported to the Board as soon as possible and shall be compensated at an hourly rate as approved by the County Administrator. Emergency appointees shall not be entitled to appeal disciplinary actions and have no rights to continued employment beyond the duration of the emergency for which they are employed.

4.7 Acting Appointments. If deemed to be in the best interest of the County, the County Administrator may authorize and approve an acting appointment. If the position being filled on an acting basis would normally require Board approval (i.e. direct board appointee), the Board shall authorize the acting appointment.

- (a) An acting appointment may be authorized for a period not to exceed six (6) months from the date of appointment, subject to an extension for an additional six (6) months on written approval of the County Administrator, or Board, as the case may be. All acting employees must meet the minimum qualifications for the vacant position.
- (b) Employees filling temporary appointments serve at the will of the appointing authority and may be removed at any time without cause or right to appeal.
- (c) During the acting period, the employee will be assigned the title of the acting position and will be paid at the salary range of the acting position for the duration of the acting assignment.
- (d) No employee in a temporary appointment shall receive a merit increase except after accrual of 1040 hours as provided in Section 8.2 (3).
- (e) While serving in an acting appointment, the employee shall continue to receive regular County benefits. In addition, the employee shall receive any benefits of the temporary position. However, if an employee receiving overtime benefits is assigned to an acting position, which does not receive overtime benefits, the employee shall not receive overtime pay for the duration of the assignment. An employee, shall continue to accrue seniority in his or her

position and shall be eligible to receive merit increases in the position.

- (f) If an employee serving a temporary appointment is permanently appointed to the position, time served in the temporary appointment will be applied toward fulfilling the required probationary period.

4.8 Working Out of Class. On occasion, an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position due to illness, vacation, leave of absence, etc. In such cases, an employee's salary may be adjusted to compensate for the higher level of duties, subject to the following provisions:

- a. In order to receive adjusted compensation for working in a higher classification the employee, or employees collectively, must be formally and in writing assigned, assume and perform substantially all of the duties and responsibilities of the position, and perform them for at least five (5) consecutive working days; without regard to calendar week.
- b. Out of class assignments must be requested by the department head, and approved in advance by the County Administrator or designee. No out of class assignments may be approved retroactively. Advance request and approval for working out of class shall be deemed to have occurred when accomplished within the first five (5) days of an employee working in a higher level position described in paragraph a;
- c. Out of class appointments can only be made to, and when a higher-level position in the department's Authorized Strength is vacant; including temporary vacancies resulting from injury, illness, discipline or other extended leave;
- d. Except in instances in which the higher-level position is vacant due to an extended illness or injury, no employee shall be appointed to an out of class assignment for a period longer than 6-months. When the higher level position is vacant due to a prolonged injury or illness, the out of class assignment may last for up to 15-months with the review and approval of the County Administrator every five months. Interruptions in out of class assignments of less than 30-consecutive working days shall not change these time limits, or 're-start' the clock and the duration of an out of class assignment. The department head must immediately notify the Personnel Department in writing when an employee ceases to perform out of class duties. In no case may out of class duties extend beyond the vacancy in the higher level position.
- e. Any employee assigned work in a higher classification will have his/her current salary increased by 5% or to the lowest salary in the higher classification for the time worked, depending on the extent to which the employee is assuming the

full-range of duties and responsibilities of the higher-level position. If the duties and responsibilities of the vacant higher-level position are being shared collectively between two or more employees, the increase in salary shall be no more than 5% for any one employee. Prior to receiving out of class pay for an assignment, the employee must have worked five (5) full, consecutive, working days in the higher level position.

- f. Out of class assignments shall be recorded only in full working days. After an employee working out of class for less than one full day will not be credited with working out of class time or pay.
 1. To qualify for out of class pay, an employee must be assuming substantially the full range of duties and the responsibility of the higher-level position.
 2. Time worked out of class shall not be credited toward the completion of probationary requirements in the higher class.

Nothing herein shall be construed as limiting management's authority to assign County employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments. Such temporary, limited-time assignments, and the associated level of compensation, must be approved by the County Administrator and shall not exceed three-months without Board approval.

ARTICLE V

COMPENSATION PLAN

5.1 Preparation of Plan. The Director of Personnel Services or the County Administrator shall submit to the Board a proposed compensation plan based on salary recommendations covering those positions in County employment not otherwise set by law.

5.2 Adoption of Plan. The Board shall review the proposed compensation plan, make any changes the Board believes necessary or desirable and in its discretion approve the plan by incorporating it in a salary resolution.

5.3 Application of Rates. An employee shall be paid a salary within the range or established for the class or position to which he or she has been appointed.

5.4 Salary Payment Procedure.

(a) Schedule of Payments. Employees shall be paid on a schedule of dates approved by the Board.

(b) Certification. Each department head or authorized designee shall, at the time he or she submits the payroll to the Auditor, certify that each employee has performed the number of days of work shown. The Auditor shall not issue a payroll warrant unless there is an authorized position supported by a valid personnel action form to substantiate the rate shown on the department payroll for each employee. The department head shall determine and certify the payroll of the employees to the Auditor before warrants are issued to such employees. Time/Payroll Sheets. Time/payroll sheets showing hours worked and leave taken must be completed by each County employee. Such sheets must be signed by the individual employee, the employee's supervisor, division, and department head or designee. Time/payroll sheets will be reviewed and audited by the County Auditor. Notice of any correction(s) to the time/payroll sheet will be sent to the employee and the department head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after notice of correction has been given to the employee. Unresolved matters may be taken to the Personnel Director for determination, which shall not preclude the filing of a grievance should the employee wish to do so after review by the Personnel Director.

(c) Separation. When an employee leaves County employment for any reason, his or her department head should immediately prepare a special payroll, certify it as provided in this section and submit it to the Auditor, who shall issue a warrant. Such warrant shall include all compensation due to the employee up to and including the employee's final workday, including all accrued but unused vacation time and any other amounts due to the employee.

5.5 Compensation for New Employees. New employees shall be at the first step of the salary range for the class to which appointed. The County Administrator may approve an appointment up to the "C" step of the range. If the County Administrator finds that qualified applicants cannot be recruited successfully at the "B" or "C" step, he or she may request that the Board authorize an appointment at a higher step of the range.

5.6 Anniversary Date. Each employee in the classified service shall have an anniversary date to be determined as follows:

(a) New Employees. For a new employee who starts between the 1st through the 15th of the month, the salary anniversary date shall be the 1st of the month; for a new employee who starts between the 16th through the 31st of the month, the salary anniversary date shall be the 1st of the following month.

(b) New Employee Hired at Step A - For those new employees serving a six-month probationary period and who begin at Step A of a pay range, the salary anniversary date shall be six months from date of hire.

(c) New Employees Hired above Step A - For those new employees serving a six-month probationary period and who begin at higher than Step A of a pay range, the salary anniversary date shall be one-year from date of hire.

(d) New Employees with One Year Probation - For those new employees serving a one-year probationary period, regardless of the starting step in the pay range, the salary anniversary date shall be one year from date of hire.

(e) Promotion or Demotion. An employee who is promoted or demoted shall have a new anniversary date which shall be the first day of the month following the date of his or her promotion or demotion, except that when an employee's promotion or demotion is effective on the first working day of a month, the anniversary date shall be the first calendar day of that month. In addition, an employee who has been promoted or demoted, shall have an anniversary date which shall be the first calendar day of the seventh month of service at the new class of position.

(f) Transfer. An employee who is transferred shall have no change in anniversary date.

(g) Change in Range Allocation. If the salary range of a class is changed, the anniversary date of an employee holding a position allocated to said class shall not change.

(h) Reclassification. If the position held by an employee is reclassified to a new class with a higher

salary range, the employee shall not have a new anniversary date.

(i) Service Interruptions. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's anniversary date to be postponed the number of calendar days in such leave.

(j) Modified Duty. Where an employee is assigned to modified duty in order to make a reasonable accommodation when required by state or federal law the employee's anniversary date shall not be affected thereby.

5.7 Merit Advancement Within Range. An employee may be advanced on his or her anniversary date to the next higher step of the salary range if he or she has earned such advancement by successfully completing his or her probationary period and, subsequently, by receiving an overall score of "Meets Expectations" or higher on their annual performance evaluation. Eligible employees who receive their annual performance evaluation after their anniversary date shall have any merit increase resulting from an overall score of "Meets Expectations" or higher applied retroactively to their anniversary date. No merit advancement shall occur absent of a completed performance evaluation.

5.8 Progression on Merit Steps.

(a) Full-time and Part-time.

(1) Normal Progression. From the date of employment until the successful conclusion of the probationary period, no merit step increase shall be granted. If hired at Step A, the employee shall receive a merit step increase at the end of a successful probationary period. Thereafter, eligibility for merit step increases shall occur annually on the employee's salary anniversary date until such time as the employee reaches the last salary step available for his or her position.

(2) Accelerated Progression. If an employee has been appointed at Step B or higher, as previously provided in Section 5.6 (a) no merit step increase shall be granted until the employee has both successfully completed the probationary period and has worked one (1) calendar year in such position. At the end of such first year the employee shall first become eligible for a merit increase. Thereafter, eligibility for merit

step increases shall occur annually until such time as the employee reaches the last salary step available for his or her position.

- (3) Promotional Progression. From the date of promotion until the successful conclusion of the probationary period, no merit step increase may be granted. When an employee is promoted, his or her salary increases to an appropriate step within the grade of the new job classification. An employee who is promoted shall be compensated at the step in the new salary range which comes nearest to but not less than five percent (5%) higher than the step he or she held in the previous salary range. The anniversary date of a promoted employee is changed as discussed in section 5.6 (e)/

All promoted employees who successfully pass their probationary promotional review period will receive a merit step increase to the next step in the salary range of their new classification. Employees promoted to Step A of the new range are first eligible six (6) months after the date of promotion. If promoted to Step B or higher in the new range, employees are eligible twelve (12) months from the date of promotion. (See Section 5.6(a) of these Rules.) A promoted employee is eligible for another merit step increase annually thereafter, from the completion date of the probationary period until his/her pay reaches the last step

- (4) (b) Temporary /Seasonal Employees – Temporary and Seasonal Employees shall not receive merit reviews. However, a temporary or seasonal employee shall receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire. This performance evaluation shall also be used as a basis for considering salary in the event the employee is rehired. A step increase may be granted after the accrual of 1040 hours of service.

5.9 Promotion. An employee promoted to a position in a class with a higher salary range may be

paid either at the minimum rate of the new range or at the nearest higher rate to that which he or she would otherwise be entitled to in his or her former position on the date his or her promotion is effective, whichever is greater. However, the pay rate shall be at least 5% above the present rate of pay or at the highest step in the promoted salary range, if less than 5% higher.

5.10 Demotion. An employee demoted to a position in a class with a lower salary range shall be paid at the step currently held unless the appointing authority directs placement in a different step.

5.11 Transfer. An employee transferred to a position in a class within the same range shall receive the same salary. The transferring employee may be required to serve a probationary period in the new position unless he or she has previously completed a probationary period successfully in the position.

5.12 Change in Range Allocation. The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range, i.e., step to step.

5.13 Position Reclassification. The salary of the incumbent in a position which is reclassified shall be adjusted to the corresponding step of the new classification, i.e. step to step.

5.14 Board Authority to Specify Salary. Notwithstanding anything in these rules to the contrary, the Board may specify that the incumbent of a particular position shall be placed on a step on the salary range for that class higher than that provided for elsewhere in these rules. Action based on this section shall be taken only under unusual circumstances where such action is important to the successful operation of a department of County government.

5.15 Overtime. Overtime may be worked only when approved in advance by the Board or, if budgeted, by the department head. Overtime is to be discouraged except in situations where emergencies exist. An emergency shall exist when work is required to correct a condition that is threatening or affecting the peace, health or safety of the general public or work is required beyond the regular working hours to meet deadlines established by law.

Payment for overtime or accrual of compensatory time-off shall be made to non-FLSA (exempt employees) at the rate of time and one-half the employee's regular hourly rate, or as compensatory time off at one and one-half hour for each hour of overtime worked. The County Administrator shall determine and advise the Board as to which employees and position classifications are FLSA exempt for purposes of entitlement to overtime compensation. Overtime shall be paid or compensatory time off

given for all hours worked by non-exempt employees in excess of 35 hours per week for those on a 7 hour per day schedule and 40 hours for those on an 8 hour per day schedule unless otherwise provided in an applicable Memorandum of Understanding. Non-exempt sworn peace officers may accrue compensatory time off in lieu of compensation at their option.

Overtime: Paid Time or Compensatory Time. For positions which do not meet one of the Fair Labor Standards Act (FLSA) exemption categories, overtime hours worked shall be compensated in one of the following ways for time worked (pursuant to rule 5.17) in excess of thirty-five (35) or forty (40) hours in any work week, depending upon the individual employee's regularly assigned work week and shift.

1. as paid time at the one-and-one-half rate of pay; or
2. for non-exempt safety employee's only, as compensatory time accrued at the one-and-one-half rate of pay, as set forth in applicable Memorandum of Understanding.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e., as paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. However, if the supervisor requires that a particular employee perform the overtime, and they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. County will allow non-exempt employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

For non-exempt safety employees only, compensatory time accumulated under these rules and regulations is vested time and must be utilized or paid in conjunction with termination of employment. No safety employee may accrue more than one hundred twenty (120) hours of compensatory time off. Any excess shall be paid at time and one-half rates.

5.16 Standby and Call-Out Policy.

- (a) Standby. A standby roster shall be comprised of County employees from designated departments or divisions who have been designated to be on call and available to work after regular working hours. An employee on standby will be permitted to take home a County vehicle equipped with appropriate tools and supplies for use when called out on standby.

The designated department or divisional supervisor shall be responsible for scheduling his or her employees for standby duty and for providing duty rosters to the Sheriff's department. The Sheriff's department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific standby duty, employees may not trade standby assignments, except with the prior approval of the designated supervisor.

Compensation for standby duty shall be as set forth in duly adopted memoranda of understanding.

An employee assigned to standby duty must be available to respond to emergency calls at all times. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Chapter XII of these rules.

Nothing herein shall be construed to require that the County establish standby duty for employees in any department or division.

(b) Call-Out Compensation. Unless otherwise provided in a memorandum of understanding, employees eligible for overtime compensation who have ended their workday and left their places of employment, but who have been requested to perform duties after normal working hours, will be compensated at time and one-half. If the time worked is less than two (2) hours, the employee will receive two (2) hours compensation minimum at the rate of time and one-half. If the time worked is more than two (2) hours, the employee will receive time and one-half for the actual hours or portions thereof worked. For the purpose of this rule, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home.

These call-out provisions will apply to no more than two (2) call-out instances per twelve (12) hour period. Any call-out instance after the first two (2) in a twelve (12) hour period will be paid at normal overtime rate.

5.17 Work Week. For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the work week for County employees shall begin at 12:01 a.m. Thursday and end at 12:00 a.m. (midnight) Wednesday night. Vacation, sick leave, holiday hours or other leave time will not be included as time worked for purposes of calculating FLSA overtime.

5.18 Split Classifications. In cases where an employee is employed in a capacity which has been recognized as involving "split classifications", in that his or her duties are divided between two different positions in County government, such employee's regular rate of pay shall be determined by pro-rating the regular salary payable to each of the two positions based upon the average percentages of time devoted by the employee to each of the two positions.

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

(a) Career Ladder Advancement

(1) Advancement from a I to II:

Employee must be at C step in the range

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

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

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

(2) Advancement from II to III:

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

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

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

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

ARTICLE VIII

PERFORMANCE EVALUATIONS & SALARY ADJUSTMENTS

8.1 Initial Appointments. All new employees shall be appointed at the first step of the salary range unless the County Administrator approves placement at step "B" or "C", or the Board approves placement above step "C".

8.2 Performance Evaluations. Regular performance reports shall be made at times and on forms prescribed by the County Administrator as to the efficiency, competence, conduct and merit of all employees in the classified service. In addition to the formal performance evaluation before the conclusion of the probationary period, one or more formal or informal performance evaluations shall be made during an employee's probationary period.

- (a) As part of the performance evaluation, the employee and his/her supervisor shall meet to review and discuss the employee's significant accomplishments, training, areas needing attention or improvement, future development and objectives. After reviewing the job description, duties and any established performance standards for that position, an evaluation report shall be made by the supervisor as to whether the employee's performance "Needs Improvement;" "Meets Expectations;" or, "Exceeds Expectations." An explanation must accompany all ratings. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. The employee shall have the right to attach a written response to the performance evaluation which shall be attached to the performance evaluation report and placed in his or her personnel file. Based upon the performance evaluation report, the department head may, at his or her discretion, make appropriate recommendations regarding a merit increase, promotion or other actions
- (b) The employee and supervisor must sign and date the performance report. If the employee refuses to sign the report, the supervisor shall note this fact on the performance evaluation report and any circumstances surrounding the employee's refusal. Copies of the report shall be distributed to the employee, the department head and the Personnel Director.
- (c) If an employee is not in agreement with a performance evaluation which results in a less than "Meets Expectations" rating, the employee may, within ten (10) working days after

receipt of the evaluation, request a review of such evaluation by his or her department head. If the employee is not in agreement with the determination of the department head, the employee may, within ten (10) working days after receipt of the determination of the department head, request a further review by the County Administrator or designee, whose decision shall be final and conclusive and not subject to further appeal or grievance.

- (d) With regard to the procedures established in subparagraph (c) above, if the employee's department head prepared the evaluation in question, the employee may omit review by the department head and proceed directly to review by the County Administrator or designee. If the final decision is adverse to the employee, a further performance evaluation shall be conducted by the department head or designee not later than ninety (90) days after the prior evaluation.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: COUNTY ADMINISTRATION – Personnel Department

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Rescinding Premium Pay Resolutions

DEPARTMENTAL RECOMMENDATION: - Request Board approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolutions 2007-22, 2007-48 and 2008-20 Regarding Premium Pay to County Officers and Employees for Certain Required Licenses and Certifications."

SUMMARY DISCUSSION: - It is required that your Board approve a resolution rescinding Resolutions 2007-22, 2007-48, and 2008-20 which provides premium pay to specific classifications of employees, i.e., attorneys, licensed engineers and the Agricultural Commissioner and the Deputy Agricultural Commissioner. Under negotiations, the premium pay percentage for the specific classifications of County employees is being added to the Base pay of those affected position.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: No Fiscal Impact.

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/11/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> <i>Sue D</i> Approved: <input checked="" type="checkbox"/> Date <u>10/11/13</u>

DEPARTMENT HEAD SIGNATURE:

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

RESOLUTION NO.

**A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
RESCINDING RESOLUTION 2007-22, 207-48, AND 2008-20 REGARDING
PREMIUM PAY TO COUNTY OFFICERS AND EMPLOYEES FOR
CERTAIN REQUIRED LICENSES AND CERTIFICATIONS**

Whereas, Resolution No. 2007-22 established the "Inyo County Premium Pay Resolution," to provide premium pay for a specific classification of County employee for certain required licenses and certifications; and

Whereas, Resolutions No. 2007-48 and 2008-20 amended Resolution No. 2007-22 to provide premium pay for other classifications of employees for certain required licenses and certifications; and

Whereas, through negotiations in 2013, the Board has determined to incorporate premium pay paid to specific classifications into the direct salaries of those classifications.

Now, therefore, be it resolved, this 15th day of October, 2013, by the Inyo County Board of Supervisors, to rescind Resolutions 2007-22, 2007-48 and 2008-20.

Passed and Adopted by the Inyo County Board of Supervisors this 15th day of October 2013, by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Inyo County Board of Supervisors

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by _____
Patricia Gunsolley, Assistant

RESOLUTION NO. 2007- 22

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
PROVIDING PREMIUM PAY TO COUNTY OFFICERS AND EMPLOYEES FOR CERTAIN
REQUIRED LICENSES AND CERTIFICATIONS
“Inyo County Premium Pay Resolution”**

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

WHEREAS, the Board of Supervisors in various resolutions and ordinances has prescribed the compensation, tenure, appointment and conditions of employment for County elected officials, appointed official, and non-represented employees;

WHEREAS, the Board of Supervisors in Memorandums of Understanding (MOUs) with the Inyo County Employees Association and the Elected Officials Assistants Association, as implemented with amendments, has prescribed the compensation, tenure, appointment and conditions of employment for represented employees; and such MOUs specifically authorize the payment of such Premium Pay to represented employees, as the Board of Supervisors may in its sole discretion decide to provide, for having and maintaining certain required licenses or certificates from the State of California;

WHEREAS, the County is experiencing, and has experienced, significant difficulty in recruiting and retaining persons in certain positions which require them to have and maintain certain licenses and/or certifications from the licensing and regulatory authorities of the State of California; and

WHEREAS, the Board of Supervisors desires to provide Premium Pay to elected officials (except members of the Board of Supervisors), appointed officials, non represented employees, and represented employees whose MOU specifically authorizes such Premium Pay, and who are in positions for which the applicable Inyo County job description or statutory qualifications requires having and maintaining certain licenses and/or certificates from the appropriate State of California licensing or regulatory authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS AS FOLLOWS:

1. Title: This Resolution shall be referred to as the “Inyo County Premium Pay Resolution.”
2. Applicability: This Resolution applies to all Inyo County elected officials (except members of the Board of Supervisors), appointed officials, non represented employees, and represented employees whose Memorandum of Understanding (MOU) specifically authorizes the payment of the Premium Pay provided by this Resolution (hereinafter referred to “applicable officers and employees”).
3. Provision of Premium Pay: Premium Pay as provided by this Resolution shall be paid to all applicable officers and employees who are employed in a County position for which the applicable County job description or statutorily prescribed qualifications requires having and maintaining any of the licenses and/or certificates specified below in Section 4 of this Resolution, in order to practice or perform the required duties of their position. The Premium Pay provided by this Resolution is set forth in Section 4 below as a percentage of the applicable officers’ or employees’ base salary; is salary and compensation in addition to that provided by any other County ordinance, resolution, or MOU; shall constitute special compensation under Government Code Section 20636 and applicable Public Employees Retirement System (PERS) rules and regulations and shall

be reportable as such; shall be paid twice monthly as part of regularly scheduled payrolls; and shall be subject to taxes and withholding as prescribed by law.

4. Premium Pay Rates: In accordance with the provisions of Sections 2 and 3 above, Premium Pay shall be paid for having and maintaining the following licenses and/or certificates issued by the appropriate State of California licensing or regulatory authority:

A. License to Practice Law:

(1) Premium Pay Rate:

July 1, 2007 through June 30, 2008: 5%

July 1, 2008 and thereafter: 10%

(2) The District Attorney may, in his discretion, in filling any vacant attorney position, authorize Premium Pay at the 10% rate for the period from July 1, 2007 through June 30, 2008.

(3) Premium Pay for this license shall not exceed 10%.

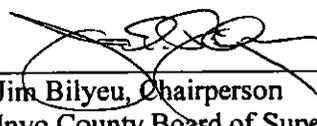
PASSED AND ADOPTED on this 29th day of May, 2007, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES: Supervisors Arcularius, Cash, Bilyeu and Cervantes

NOES: -0-

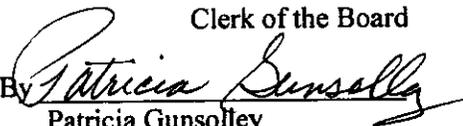
ABSTAIN: -0-

ABSENT: Supervisor Brown



Jim Bilyeu, Chairperson
Inyo County Board of Supervisors
State of California

ATTEST: Ron Juliff
Clerk of the Board

By 
Patricia Gunsolley
Assistant Clerk of the Board

iB:Resolution/Premium Pay

042007

RESOLUTION NO. 2008- 20

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING RESOLUTION NO. 2007-22
PROVIDING PREMIUM PAY TO COUNTY OFFICERS AND EMPLOYEES FOR
CERTAIN REQUIRED LICENSES AND CERTIFICATIONS**

WHEREAS, on May 29, 2007, the Inyo County Board of Supervisors adopted Resolution No. 2007-22, the Inyo County Premium Pay Resolution, to provide Premium Pay to County officers and employees for certain required licenses and certifications; and

WHEREAS, the Inyo County Board of Supervisors desires to amend Resolution No. 2007-22 to provide premium pay for certain additional licenses and certifications.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS that Resolution No. 2007-22 is hereby amended effective July 1, 2008 to add paragraph C. to Section 4 to read as follows:

"B. Licenses as Agricultural Commissioner and Sealer of Weights and Measures:

1. County Agricultural Commissioner and County Sealer of Weights and Measures:

Premium Pay Rate 10%

2. Deputy County Agricultural Commissioner and Deputy County Sealer of Weights and Measures:

Premium Pay Rate 5%

3. Premium pay for these Licenses shall not exceed 10%

PASSED AND ADOPTED on this 17th day of June, 2008, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES: Supervisors Arcularius, Cash, Brown, Bilyeu and Cervantes

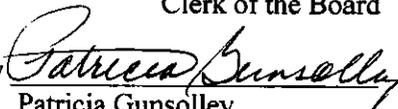
NOES: -0-

ABSTAIN: -0-

ABSENT: -0-


Linda Arcularius, Chairperson
Inyo County Board of Supervisors
State of California

ATTEST: Kevin Carunchio
Clerk of the Board

By 
Patricia Gunsolley
Assistant Clerk of the Board

RESOLUTION NO. 2007- 48

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING RESOLUTION NO. 2007-22
PROVIDING PREMIUM PAY TO COUNTY OFFICERS AND EMPLOYEES FOR
CERTAIN REQUIRED LICENSES AND CERTIFICATIONS**

WHEREAS, on May 29, 2007, the Inyo County Board of Supervisors adopted Resolution No. 2007-22, the Inyo County Premium Pay Resolution, to provide Premium Pay to County officers and employees for certain required licenses and certifications; and

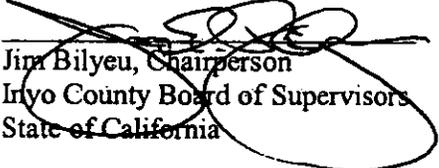
WHEREAS, the Inyo County Board of Supervisors desires to amend Resolution No. 2007-22 to provide premium pay for certain additional licenses and certifications.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS that Resolution No. 2007-22 is hereby amended to add paragraph B. to Section 4 to read as follows:

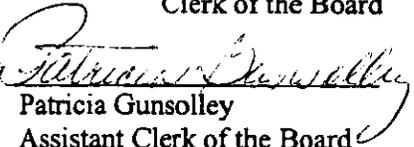
"B. Certificate of Registration as a Professional Engineer (P.E.):
Premium Pay rate:
October 1, 2007, and thereafter: 10%."

PASSED AND ADOPTED on this 18th day of September, 2007, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES: Supervisors Arcularius, Cash, Brown, Bilyeu and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Jim Bilyeu, Chairperson
Inyo County Board of Supervisors
State of California

ATTEST: Ron Juliff
Clerk of the Board

By 
Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: AMENDMENT TO PERSONAL SERVICES CONTRACT

DEPARTMENTAL RECOMMENDATION:

Request Board 1) Approve Amendment Number 2 to the Agreement between County of Inyo and Marvin Moskowitz for personal services as a County Officer, for a salary of \$8,956.00 per month and authorize the Chairperson to sign, and 2) Approve Resolution 2013- _____ entitled " A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/ Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."

SUMMARY DISCUSSION:

At the conclusion of the performance evaluation and negotiations, your Board directed Staff to prepare this amendment. This amendment authorizes a salary increase and 80 hours of administrative leave. This amendment is presented to your Board for final consideration and action.

The Resolution also provides for all department heads, the same COLA increase that was provided to the Inyo County Employees Association.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

The costs associated with this amendment will be paid for out of the Environmental Health budget 045400. The costs for the COLA increase for all department heads will be brought back to your board as a budget amendment.

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.) <i>Margaret Long-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/10/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Emily Shepherd</i> Approved: <input checked="" type="checkbox"/> Date <u>10/10/13</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.) <i>Sue DC</i> Approved: <input checked="" type="checkbox"/> Date <u>10/10/13</u>

DEPARTMENT HEAD SIGNATURE: Kevin Cavanchio by Date: 10/10/13
(Not to be signed until all approvals are received) *Sue DC*

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MARVIN MOSKOWITZ FOR THE PROVISION OF
PERSONAL SERVICES AS A COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and MARVIN MOSKOWITZ, of BISHOP, CA (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services dated March 1, 2005, on County of Inyo Modified Contract No. 202, for an indefinite term commencing March 1, 2005.

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

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

County and Officer hereby amend such Agreement effective October 10, 2013 as follows:

Attachment B. Schedule of Fees, Paragraph 1 is amended to read as follows in its entirety:

1. "Subject to Paragraph 4 below, County will pay Officer a salary of Eight Thousand Nine Hundred and Fifty-Six Dollars (\$8,956.00) per month."

Attachment B. Schedule Fees, Paragraph 5 is hereby added to read as follows in its entirety:

5. "Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value."

\\\ NOTHING FOLLOWS ///

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MARVIN MOSKOWITZ FOR THE PROVISION OF
PERSONAL SERVICES AS A COUNTY OFFICER

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Marvin Moskowitz
Signature

Dated: _____

MARVIN MOSKOWITZ
Type or Print Name

Dated: 10/9/13

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

Contracts/ElectedOfficials/MoskowitzAmend2.202

RESOLUTION NO. 2013-_____

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

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

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

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

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

ARTICLE 7. SALARIES

A. Salaries

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

Appointed Officers	August 20, 2013 thru October 9, 2013	October 10, 2013 and on
Ag Comm/Weights and Measures	\$8,200.00	\$8,346.00
Chief Probation Officer	\$8,549.00	\$8,720.00
Child Support Director	\$7,500.00	\$8,415.00
County Administrator	\$13,201.00	\$13,465.00
County Counsel	\$12,000 (with 10%)	\$12,240.00
Environmental Health Director	\$8,362.00	\$8,956.00
Health and Human Services Director	\$10,273.00	\$10,478.00
Planning Director	\$8,200.00	\$8,364.00
Public Works Director	\$9,849.00	\$11,051.00
Water Director	\$9,260.00	\$9,445.00

PASSED AND ADOPTED this 15th of October, 2013 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** – 2- year terms and **two** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:
Robert A. Steele – 4-year **Bryanna Vaughan – 4-year**
Gary James Doyel – 2-year **Olivia Moreno – 2-year**
4. The number of vacancies remaining is: **None**

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

Robert A. Steele – 4-year **Bryanna Vaughan – 4-year**
Gary James Doyel – 2-year **Olivia Moreno – 2-year**

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

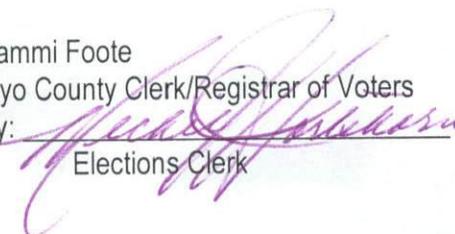
There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Darwin Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year term and **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Sharon Swanson -2- year **Michael Laemmle – 4-year**
John Hamilton -4-year **Judyth Greenburgh – 4-year**
4. The number of vacancies remaining is: **None**

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

Sharon Swanson -2- year **Michael Laemmle – 4-year**
John Hamilton -4-year **Judyth Greenburgh – 4-year**

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

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

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

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

Kenneth W. Lloyd – 4-year	Walt Pachucki – 4-year
Robert Winzenread – 4-year	
- 4. The number of vacancies remaining is: **None**

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

Kenneth W. Lloyd – 4-year	Walt Pachucki – 4-year
Robert Winzenread – 4-year	

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Indian Creek/Westridge Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Ted Williams – 4-year Jeff Anderson – 4-year
4. The number of vacancies remaining is: **None**

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

Ted Williams – 4-year Jeff Anderson – 4-year

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

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

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **two** 2-year terms
3. The names of the persons submitting Declarations of Candidacy are:
None
4. The number of vacancies remaining is: **Four**

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

None

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

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

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Keeler Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year terms and **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Brian P. Desmond – 2-year **Jim Macey – 4-year**
Alison L. Braun – 4-year
4. The number of vacancies remaining is: **One**

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

Brian P. Desmond – 2-year **Jim Macey – 4-year**
Alison L. Braun – 4-year

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year term and **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Jayson Lozier – 2-year **Lois E. Wilson- 4-year**
Gavin R. Wilkinson – 4-year
4. The number of vacancies remaining is: **None**

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

Jayson Lozier – 2-year **Lois E. Wilson- 4-year**
Gavin R. Wilkinson – 4-year

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Mesa Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 2-year term and **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Sam Dean - 4-year
4. The number of vacancies remaining is: **Four**

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

Sam Dean - 4-year

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Olancha Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Lu Ellen Hays – 4-year **Donna Frazier – 4-year**
4. The number of vacancies remaining is: **None**

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

Lu Ellen Hays – 4-year **Donna Frazier – 4-year**

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra Highlands Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:
John G. Camphouse – 4-year **Randall W. Van Tassell – 4-year**
4. The number of vacancies remaining is: **None**

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

John G. Camphouse – 4-year **Randall W. Van Tassell – 4-year**

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra North Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:
Sandy Huntley – 4-year **Thomas Batchelder – 4-year**
Shane Huntley – 4-year
4. The number of vacancies remaining is: **None**

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

Sandy Huntley – 4-year **Thomas Batchelder – 4-year**
Shane Huntley – 4-year

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

- 1. Declarations of Candidacy for office on the Board of Directors of the **Starlite Community Service District** are required to be filed with the County Clerk;
- 2. The number of offices to be filled for said District is **one** 2-year term and **two** 4-year terms
- 3. The names of the persons submitting Declarations of Candidacy are:

Kenneth G. Gilliland – 2 year	Sandra Whitehouse – 4-year
Thomas Boo – 4-year	
- 4. The number of vacancies remaining is: **None**

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

Kenneth G. Gilliland – 2 year	Sandra Whitehouse – 4-year
Thomas Boo – 4-year	

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★
GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Brian E. Howard – 4-year James E. Kemp – 4-year
4. The number of vacancies remaining is: **None**

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

Brian E. Howard – 4-year James E. Kemp – 4-year

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Edward Barron Murdy – 4-year **James Connaughton – 4-year**
4. The number of vacancies remaining is: **None**

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

Edward Barron Murdy – 4-year **James Connaughton – 4-year**

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year terms and **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
None
4. The number of vacancies remaining is: **three**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held October 15, 2013, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

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

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

NAMES SUBMITTED BY DISTRICT

Todd Bunn – 2-yr
Jack Berry – 4-yr
Edson Jones – 4-yr

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 2nd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

- 1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Fire Protection District** are required to be filed with the County Clerk;
- 2. The number of offices to be filled for said District is **two** 4-year terms
- 3. The names of the persons submitting Declarations of Candidacy are:
None
- 4. The number of vacancies remaining is: **Two**

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

None

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

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

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

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

Dated this 3rd day of October, 20 13.

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



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2013. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **East Independence Sanitary District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 2-year term and **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
David L. Wagner – 4-year
4. The number of vacancies remaining is: **Two**

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

David L. Wagner – 4-year

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

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

NAMES SUBMITTED BY DISTRICT

Jane C. Wehrey

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: Late filing

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

Dated this 2nd day of October, 20 13.

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





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Public Works

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Bishop Landfill Truck Scale Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve revised plans and specifications for the Bishop-Sunland Landfill Truck Scale Project; and,
2. Authorize the Public Works Director to Advertise and Bid the project.

SUMMARY DISCUSSION:

At the August 27, 2013 Board of Supervisors meeting, your Board approved plans and specifications and authorized Inyo Recycling and Waste Management (IRWM) to issue a Request for Bids to furnish and install a truck scale at the Bishop-Sunland Landfill. The design originally incorporated the existing gatehouse building at its current location. During recent discussions between Public Works and IRWM, it was determined that, in order to better serve the current and future needs of the landfill and the public, the existing gatehouse and scale location would be moved approximately 80 feet south and away from the landfill entrance. This would provide better circulation and scale access for customers of the landfill.

The plans and specifications before your Board incorporate the above noted design modifications and will require Board re-approval. As was noted during the August 27, 2013 Board meeting, this scale is needed at the Bishop-Sunland Landfill in order to allow IRWM staff to report more precise waste tonnage amounts to CalRecycle as well as determine the effectiveness of diversion programs and aid IRWM and the County in developing and implementing a more accurate waste disposal rate structure.

ALTERNATIVES:

1. Direct staff to proceed with previously approved plans. This is not recommended because of the access issues noted above.
2. Not approve the plans, specifications, and advertisement of the project. This is not recommended as this project will provide more accurate waste data for reporting to the State and aid in setting an accurate disposal rate structure.

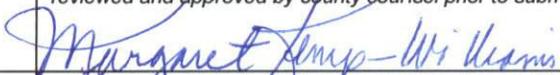
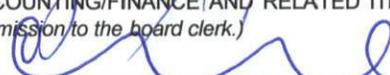
OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor,

FINANCING:

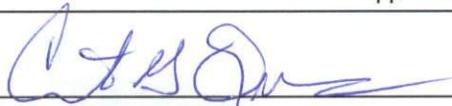
The purchase of scales will be paid from the Inyo Recycling and Waste Management Program budget, object code: Fixed Assets 5650 contingent upon Fiscal Year 2013-2014 Department Requested Budget approved by Board of Supervisors. (045700)

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/2/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/9/2013</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/14/2013



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

17

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Assignment and Assumption Agreement for Terminix Pest Control

DEPARTMENTAL RECOMMENDATIONS:

Request Board approval of the Assignment and Assumption Agreement with Terminix for pest control for the County facilities. Terminix has purchased the Pestmaster franchise on December 13, 2012 from Jeffrey M. Van Diepen who signed the original contract with the County. The current contract dates are from July 1, 2011 to June 30, 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This agreement is for the following sites; Search & Rescue - Bishop, (quarterly); Statham Hall (monthly); Juvenile Facility (monthly & quarterly); Jail interior (monthly), Jail Admin interior (monthly), Jail exterior (quarterly); Road shop Independence (monthly); Lone Pine Airport (quarterly); Lone Pine Sheriff (quarterly); Tecopa Parks & Recreation (monthly); Eastern California Museum (quarterly); Independence Courthouse, Admin Center, Old Office of Education, Health & Human Services (quarterly); Big Pine Town Hall (monthly); Health & Human Services – Independence (quarterly); Bishop Airport Hangar A & Bldg. 7 (quarterly); Health & Human Services – Lone Pine (quarterly); Progress House (monthly); Alexander Building (as needed 3/yr); Career Center – One Stop Shop (monthly); Bishop Senior Center (as needed 3/yr); and Bishop Admin – Old Water Dept. (monthly).

ALTERNATIVES:

The Board could choose not to approve the Assignment and Assumption Agreement of the contract. This is not recommended as we would not be able to provide these services with our current staff due to the licensing needed for the required chemicals.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the approval of the Assignment and Assumption Agreement.
Auditor's Office for approval of the Assignment and Assumption Agreement.
Risk Manager for approval of the Assignment and Assumption Agreement.

FINANCING:

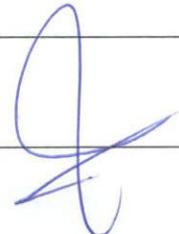
The Public Works Department has identified funds for this contract in Budget Unit 011100 Object Code 5265 Maintenance of Equipment – Labor. As well as the various Budget Units for the departments as listed above with all using Object Code 5265.

Agenda Request Form
Board meeting of October 15, 2013
Subject: Assignment and Assumption Agreement for Terminix Pest 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: <u>yes</u> Date <u>10/9/2013</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>10/9/2013</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 10/10/13

Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), with an effective date of December 13, 2012 (the "Effective Date"), is made by and among the parties Pestmaster Services, Inc., a California corporation with a principal place of business in Reno, Nevada ("Pestmaster"), The Terminix International Company Limited Partnership, a Delaware limited partnership, whose principal place of business is 860 Ridge Lake Blvd., Memphis, Tennessee 38120 ("Terminix") and:

Customer Name: Inyo County Buildings & Maintenance ("Customer")

Customer Address: 207 W. South Street

Bishop, CA 93514

Master Account 101623

RECITALS:

Whereas, Pestmaster and Customer entered into an agreement for Pestmaster to provide services to Customer (the "Services Agreement"); and

Whereas, Pestmaster, Jeffrey M. Van Diepen, and The ServiceMaster Company, a Delaware corporation ("ServiceMaster"), for the benefit of Terminix, its operating subsidiary, entered into an Asset Purchase Agreement as of the Effective Date (the "Purchase Agreement"); and

Whereas Pestmaster wishes to assign its rights and obligations under the Services Agreement to Terminix; and

Whereas Terminix wishes to assume Pestmaster's rights and obligations under the Services Agreement.

Now, therefore the parties agree as follows:

- 1. Assignment and Assumption.** The foregoing Recitals are incorporated fully herein. Pestmaster hereby irrevocably assigns and transfers all of its rights and obligations under the Services Agreement to Terminix, effective as of the Effective Date. Terminix hereby agrees to assume and shall assume all of Pestmaster's rights and obligations under the Services Agreement that arise or have arisen on or after the Effective Date and agrees that, by execution hereof, Terminix shall be deemed to have become a party to the Services Agreement as of the Effective Date.
- 2. Consent of Customer and Waiver.** Customer consents to such assignment of the Services Agreement by Pestmaster and its assumption by Terminix effective as of the Effective Date.
- 3. Entire Agreement.** This Agreement together with the Purchase Agreement (incorporated herein with respect to Pestmaster and Terminix only), and the Services Agreement, contain the entire

agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements of the parties with respect thereto.

- 4. **Amendments.** This Agreement may not be amended except by the written agreement of the parties hereto.
- 5. **Governing Law.** The laws of the state of California shall govern the validity, interpretation, construction, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date.

Pestmaster Services, Inc.

By: Jeffrey M. Van Diepen Jeffrey M. Van Diepen
Title: President / CEO

The Terminix International Company Limited Partnership

By: _____
Title: _____

Customer:
By: _____
Title: _____

agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements of the parties with respect thereto.

4. **Amendments.** This Agreement may not be amended except by the written agreement of the parties hereto.
5. **Governing Law.** The laws of the state of California shall govern the validity, interpretation, construction, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date.

Pestmaster Services, Inc.

By:

Jeffrey M. Van Diepen Jeffrey M. Van Diepen
Title: President / CEO

The Terminix International Company Limited Partnership

By:

Title:

T.A. Schultz
CFO T.A. Schultz

Customer:

By:

Title:

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pestmaster Services, Inc.
FOR THE PROVISION OF Insect & Pest Control SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Insect & Pest Control services of Pestmaster Services, Inc. of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2011 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$6,667.64 per year Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon

execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability (including operations, products and completed operations as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$ 1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$ 1,000,000 per accident for bodily injury or disease.
 4. Errors and Omissions Liability: \$-0- per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

Contractor:	
Pestmaster Services, Inc.	Name
137 E. South Street	Street
Bishop, CA 93514	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Pestmaster Services, Inc.
FOR THE PROVISION OF Insect & Pest Control SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28 DAY OF June 2011

COUNTY OF INYO

By: Alison Cash

Dated: 6-28-11

CONTRACTOR

By: Catherine Sube
Signature

Catherine Sube
Print or Type Name

Dated: 6-17-2011

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pestmaster Services, Inc.
FOR THE PROVISION OF Insect & Pest Control SERVICES**

TERM:

FROM: July 1, 2011 TO: June 30, 2016

SCOPE OF WORK:

See Attached Scope of Work

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES
FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016**

SCOPE OF WORK

Provide preventative treatment at various County facilities as follows:

- A. Provide general pest control services, including mice control/eradication, at the Inyo County Search & Rescue building at 85 Airport Road, Bishop; services shall be performed four times a year (once a quarter).
- B. Provide general insect/pest control services at Statham Hall at 138 N. Jackson Street, Lone Pine; services shall be performed once per month (12 times per year).
- C. Provide general interior insect/pest control services at the Inyo County Juvenile facility at 201 Mazourka Canyon Road, Independence; services shall be performed once per month (12 times per year). Exterior pest control shall be performed four times a year (once a quarter at this location).
- D. Provide general interior insect/pest control services at the Inyo County Jail at 550 Clay Street, Independence; and also at Jail Administration at the same address. Services shall be provided once per month (12 times per year) for the Jail location and quarterly service for Jail Administration. Exterior pest control shall be performed four times a year (once a quarter) at this location.
- E. Provide general insect/pest control services at the Inyo County Road Department at 750 Clay Street, Independence; services shall be provided once per month (12 times per year).
- F. Provide general insect/pest control services at the Inyo County Library's Office in Lone Pine, at 210 N. Washington Street, Lone Pine; services shall be performed four times a year (once a quarter).
- G. Provide general insect/pest control services at the Inyo County Sheriff's Office in Lone Pine, at 726 N. Main St., Lone Pine; services shall be performed four times a year (once a quarter).
- H. Provide general insect/pest control services at the Tecopa Parks & Recreation Center at Tecopa Hot Springs Road and Highway 127 in Tecopa; services shall be performed once per month (12 times per year).
- I. Provide general insect control services, consisting of interior and exterior perimeter spraying at the Eastern California Museum at 155 North grant

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES
FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016**

SCOPE OF WORK

- J. Street, Independence; services shall be performed 4 times per year (once per quarter).
- K. Provide pest control service, consisting of spraying for spider mites, at the Inyo County Courthouse campus, 168 N. Edwards Street, the Inyo County Administration Center at 224 N. Edwards Street, 135 S. Jackson St. (old Superintendent of Schools building), and Health & Human Services at 155 Market Street, Independence; services shall be provided four times per year (once a quarter).
- L. Provide general insect/pest control services at the Big Pine Town Hall on Dewey Street in Big Pine; services shall be performed once per month (12 times per year).
- M. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at Health & Human Services, 155 Market Street, Independence; services shall be performed 4 times per year (once per quarter).
- N. Provide general exterior insect/pest control services at Eastern Sierra Regional Airport Terminal, Hangar A, and Building 7, located at 703 Airport Road in Bishop; services shall be provided four times per year (once per quarter).
- O. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at Health & Human Services, 380 N. Mt. Whitney in Lone Pine; services shall be performed 4 times per year (once per quarter).
- P. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at Health Department, 207 W. South St. in Bishop; services shall be performed 4 times per year (once per quarter).
- Q. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at Progress House, 536 N. Second St. in Bishop; services shall be performed monthly.
- R. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at 162 J. Grove St. in Bishop; services shall be performed as requested approx 3 times per year.

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES
FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016**

SCOPE OF WORK

- S. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at Career Center – One Stop Shop, 912-918 N. Main St. in Bishop; services shall be performed monthly
- T. Provide general insect/pest control services consisting of interior and exterior perimeter spraying at 506 Park in Bishop; services shall be performed as requested approx 3 times per year.
- U. Provide general insect/pest control services consisting of interior spraying at 163 May St. in Bishop; services shall be performed monthly.
- V. Billing for services may be sent to Public Works or to individual departments as directed by Public Works.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pestmaster Services, Inc.
FOR THE PROVISION OF Insect & Pest Control SERVICES**

TERM:

FROM: July 1, 2011 TO: June 30, 2016

SCHEDULE OF FEES:

See Attached Bid Proposal Form

BID PROPOSAL FORM

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES
FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016**

**THE UNDERSIGNED SUBMITS THE FOLLOWING AMOUNTS AS A BID
FOR THE ABOVE DESCRIBED COUNTY WORK:**

LOCATION:	MONTHLY/ QUARTERLY SAMOUNT	YEAR TOTAL SAMOUNT
1. SEARCH & RESCUE, 85 AIRPORT ROAD, BISHOP QUARTERLY	<u>\$39.20</u> QTR	<u>\$156.80</u> YR ✓
2. STATHAM HALL, 138 N. JACKSON STRET, LONE PINE MONTHLY	<u>\$29.40</u> MO	<u>\$352.80</u> YR ✓
3. JUVENILE FACILITY, 201 MAZOURKA CANYON ROAD, INDEPENDENCE MONTHLY	<u>\$37.24</u> MO	<u>\$446.88</u> YR ✓
QUARTERLY	<u>\$44.10</u> QTR	<u>\$176.40</u> YR ✓
4. JAIL, 550 CLAY STREET, INDEPENDENCE JAIL MONTHLY INTERIOR	<u>\$35.00</u> MO	<u>\$420.00</u> YR ✓
JAIL ADMIN QUARTERLY INTERIOR	<u>\$35.00</u> ^{Quarterly} MO	<u>\$140.00</u> YR ✓
QUARTERLY EXTERIOR	<u>\$49.00</u> QTR	<u>\$196.00</u> YR ✓
5. ROAD SHOP, 750 SOUTH CLAY STREET, INDEPENDENCE MONTHLY	<u>\$37.24</u> MO	<u>\$446.88</u> YR ✓

BID PROPOSAL FORM

**INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR
THE PERIOD OF JULY 1, 2011 - JUNE 30, 2016**

LOCATION:	MONTHLY/ QUARTERLY \$AMOUNT	YEAR TOTAL \$AMOUNT
6. LONE PINE LIBRARY, 210 WASHINGTON STREET, LONE PINE QUARTERLY	<u>\$38.00</u> QTR	<u>\$152.00</u> YR ✓
7. LONE PINE SHERIFF, 726 N. MAIN STREET, LONE PINE QUARTERLY	<u>\$39.20</u> QTR	<u>\$156.80</u> YR ✓
8. TECOPA PARKS & RECREATION, TECOPA HOT SPRINGS ROAD AND HIGHWAY 127, TECOPA MONTHLY	<u>\$29.40</u> MO	<u>\$352.80</u> YR ✓
9. EASTERN CALIFORNIA MUSEUM 155 NORTH GRANT STREET, INDEPENDENCE QUARTERLY	<u>\$39.20</u> QTR	<u>\$156.80</u> YR ✓
10. INDEPENDENCE COURTHOUSE CAMPUS, 168 N. EDWARDS ST., ADMINISTRATION CENTER, 224 N. EDWARDS STREET, 726 N. MAIN ST. OLD OFFICE OF EDUCATION, HEALTH & HUMAN SERVICES, 155 MARKET STREET, INDEPENDENCE QUARTERLY	<u>\$100.45</u> QTR	<u>\$401.80</u> YR ✓
11. BIG PINE TOWN HALL, DEWEY STREET IN BIG PINE MONTHLY	<u>\$39.20</u> MO	<u>\$470.12</u> YR 470.40 ✓
12. HEALTH & HUMAN SERVICES 155 MARKET STREET, INDEPENDENCE QUARTERLY	<u>\$42.14</u> QTR	<u>\$168.56</u> YR ✓

BID PROPOSAL FORM

INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016

LOCATION:	MONTHLY/ QUARTERLY SAMOUNT	YEAR TOTAL SAMOUNT
13. EASTERN SIERRA REGIONAL AIRPORT, HANGAR A, & BUILDING 7 AT 703 AIRPORT RD, BISHOP QUARTERLY (NEW LOCATION FOR HANGAR)	<u>\$39.20</u> QTR	<u>\$144.80</u> YR <i>156.80</i>
14. HEALTH & HUMAN SERVICES 380 MT. WHITNEY, LONE PINE QUARTERLY	<u>\$42.14</u> QTR	<u>\$168.56</u> YR ✓
15. HEALTH DEPT – 207 W. SOUTH ST. BISHOP, CA QUARTERLY	<u>\$38.00</u> QTR	<u>\$152.00</u> YR ✓
15. PROGRESS HOUSE 536 N. SECOND STREET BISHOP, CA MONTHLY	<u>\$57.33</u> MO	<u>\$687.96</u> YR ✓
16. ALEXANDER BUILDING 162 J. GROVE ST. BISHOP, CA AS NEEDED FIGURE 3/YR	<u>\$34.00</u> PER CALL	<u>\$102.00</u> YR ✓
17. CAREER CENTER – ONE STOP SHOP 912-918 N. MAIN ST. BISHOP, CA MONTHLY	<u>\$39.20</u> MO	<u>\$470.40</u> YR ✓
18. BISHOP SENIOR CENTER 506 PARK BISHOP, CA 93514 AS NEEDED FIGURE 3/YR	<u>\$49.00</u> PER CALL	<u>\$147.00</u> YR ✓

BID PROPOSAL FORM

INSECT AND PEST CONTROL FOR DESIGNATED COUNTY FACILITIES
FOR THE PERIOD OF JULY 1, 2011 – JUNE 30, 2016

LOCATION:	MONTHLY/ QUARTERLY SAMOUNT	YEAR TOTAL SAMOUNT
19. BISHOP ADMIN – OLD WATER DEPT 163 MAY ST. BISHOP, CA 93514 MONTHLY	<u>\$49.00</u> MO	<u>\$588.00</u> YR ✓

TOTAL FOR ONE YEAR (12 MONTHS)
INSECT/PEST CONTROL SERVICES

\$6,655.36 *6667.6400*
GRAND TOTAL ONE YEAR *6/15/11*

BIDDER'S NAME: Pestmaster Services, Inc.

BIDDER'S MAILING ADDRESS: 137 East South Street

Bishop, CA 93514

SIGNATURE OF
REPRESENTATIVE:

Catherine Sube
Catherine Sube, Administrative Assistant

TELEPHONE: 760-873-8100

This Bid was received on 6/10, 2011 at 3:10pm.

ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California

By Kelly Reade
Assistant

Reviewed + checked by:
Juan L. Adams
6/15/11

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pestmaster Services, Inc.
FOR THE PROVISION OF Insect & Pest Control SERVICES**

TERM:

FROM: July 1, 2011 TO: June 30, 2016

Form W-9

**Request for Taxpayer
Identification Number and Certification**
(Please submit W-9 form with Contract, available on-line or by County)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER <i>18</i>

FROM: Road Department

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: **Various Road Closures for the 100 Mule Parade Event on Mazourka Canyon Road, Manzanar Canyon Road, Tuttle Creek Road, Lubken Canyon Road, Old State Highway (Olancha area), Cerro Gordo St, Sulfate Rd, 9 Mile Canyon Road from October 18-28**

DEPARTMENTAL RECOMMENDATIONS:

Approve the closure of Mazourka Canyon Road, Manzanar Canyon Road, Tuttle Creek Road, Lubken Canyon Road, Old State Highway (Olancha area), Cerro Gordo St, Sulfate Rd, 9 Mile Canyon Road from October 18-28, during the hours of 8:00am-3:00pm. Glassman Media shall be required to provide traffic control for each street crossed or traveled along during the 100 Mule Parade. The closure is described in the attached drawings.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The applicant, John Yi of Metabolic Studio, has submitted a Special Event Permit Application, and is requesting permission to close the roads for the 100 Mule Parade celebrating Department of Water and Power's legacy in the County. All traffic control shall be provided by the applicant and shall not stop vehicular traffic for more than five (5) minutes time on any of the closed roadways.

ALTERNATIVES:

The Board could choose not to approve the Road Closure and the 100 Mule Parade Event shall not occur.

OTHER AGENCY INVOLVEMENT:

- (1) Inyo County Sheriff's Office.
- (2) Inyo County CHP.
- (3) Department of Water and Power.

FINANCING: Not applicable

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: <i>Margaret Kemp-Williams</i> 10/18/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

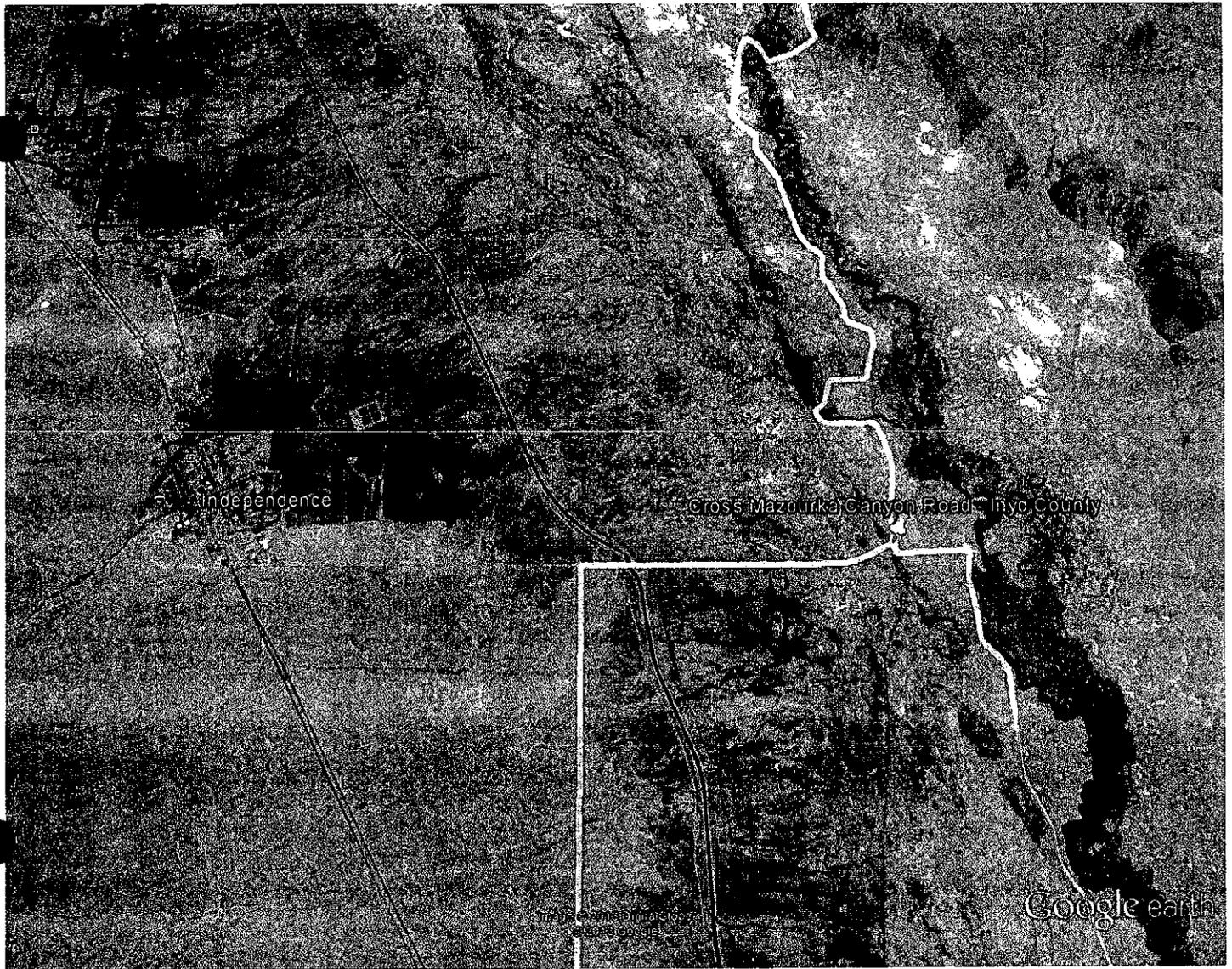
DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 10/18/13

SCHEDULE FOR 100 MULE PARADE EVENT

Day No.	Predicted	Crossing/Road Travelled on	Nearest Town/Landmark
Day 2	19-Oct	Cross Mazourka Canyon Road	Independence
Day 2	19-Oct	Turn onto Manzanar Reward Road	South of Independence
Day 3	20-Oct	Travel on Movie Road	North of Lone Pine
Day 3	20-Oct	Turn onto Whitney Portal Road	Lone Pine
Day 3	20-Oct	Turn onto Tuttle Creek Road	Lone Pine
Day 3	20-Oct	Turn onto Roy Rogers Road	Lone Pine
Day 3	20-Oct	Turn onto S. Brewery Street	Lone Pine
Day 3	20-Oct	Cross E. Inyo St	Lone Pine
Day 4A	21-Oct	Turn onto Lubken Canyon Road	Diaz Lake
Day 4B	21-Oct	Cross Carroll Creek Road	Owens Lake Dry Bed
Day 4B	21-Oct	Turn onto Cottonwood Powerhouse Road	Owens Lake Dry Bed
Day 4B	21-Oct	Turn onto Cottonwood Road	Owens Lake Dry Bed
Day 5A	22-Oct	Cross Franklin Street	Keeler
Day 5A	22-Oct	Cross Malone Street	Keeler
Day 5A	22-Oct	Turn onto Cerro Gordo Street	Keeler
Day 5A	22-Oct	Turn onto Sulfate Road	Keeler
Day 7	24-Oct	Turn onto School Road	Cartago
Day 7	24-Oct	Turn onto Fall Road	Cartago
Day 7	24-Oct	Cross Walter Creek Road	Cartago
Day 7	24-Oct	Cross Haiwee Canyon Road (2x)	Haiwee
Day 8	25-Oct	Cross Dunmopin	Haiwee
Day 8	25-Oct	Cross Sykes Road	Between Little Lake & Haiwee
Day 9A/B	26-Oct	Cross 9 Mile Canyon Road	Pearsonville



Google earth

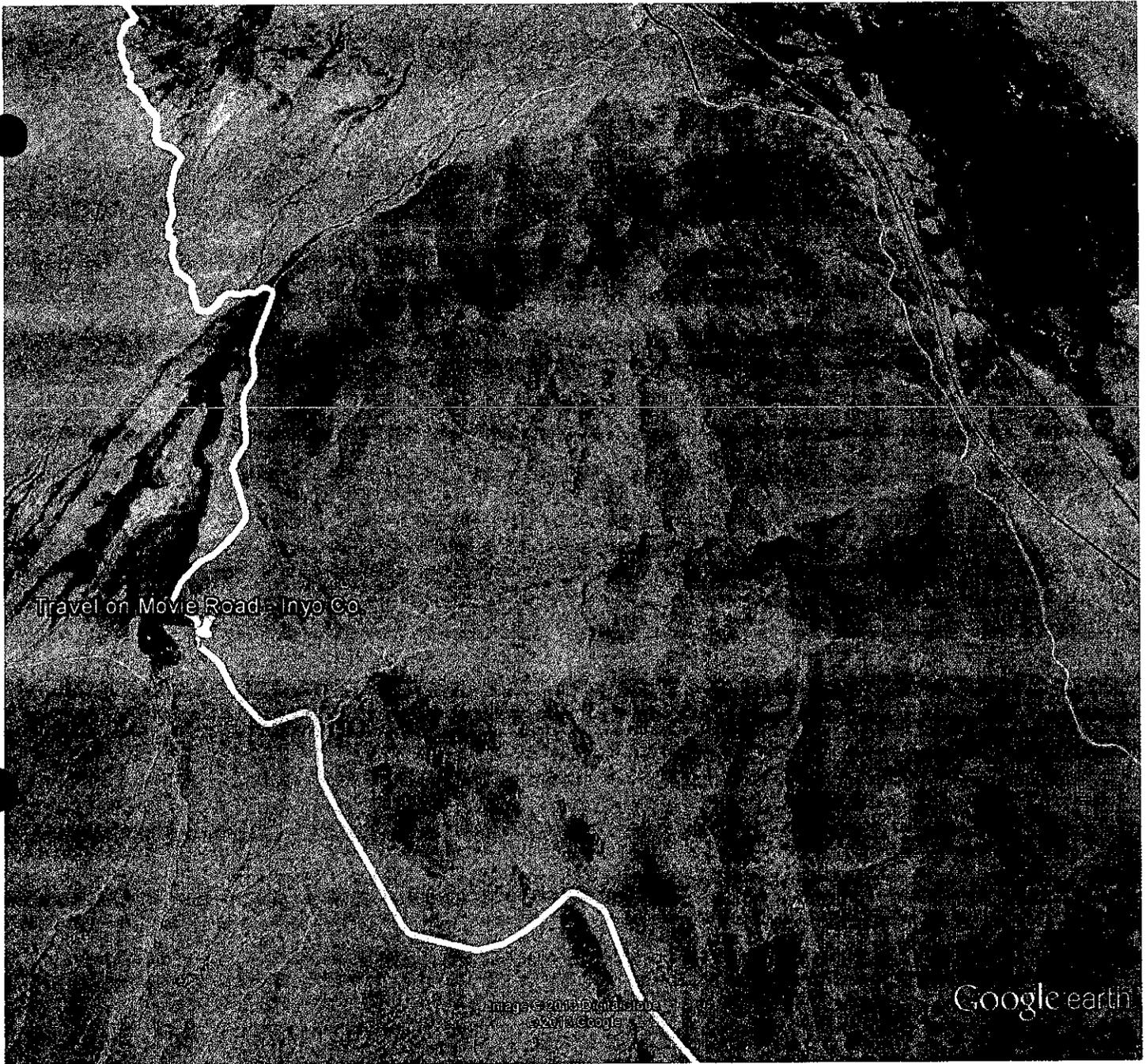


To take Place:

Day #2 (Near Independence) - Oct 19

Roads Affected:

Mazourka Canyon Road
Manzanak Reward Road



Google earth



To take Place:

Day #3 (Lone Pine), Oct 20

Roads Affected:

- Movie Road
- Whitney Portal Rd
- Tuttle Creek Rd
- Roy Rogers Rd
- S. Brewery St
- E. Inyo St.

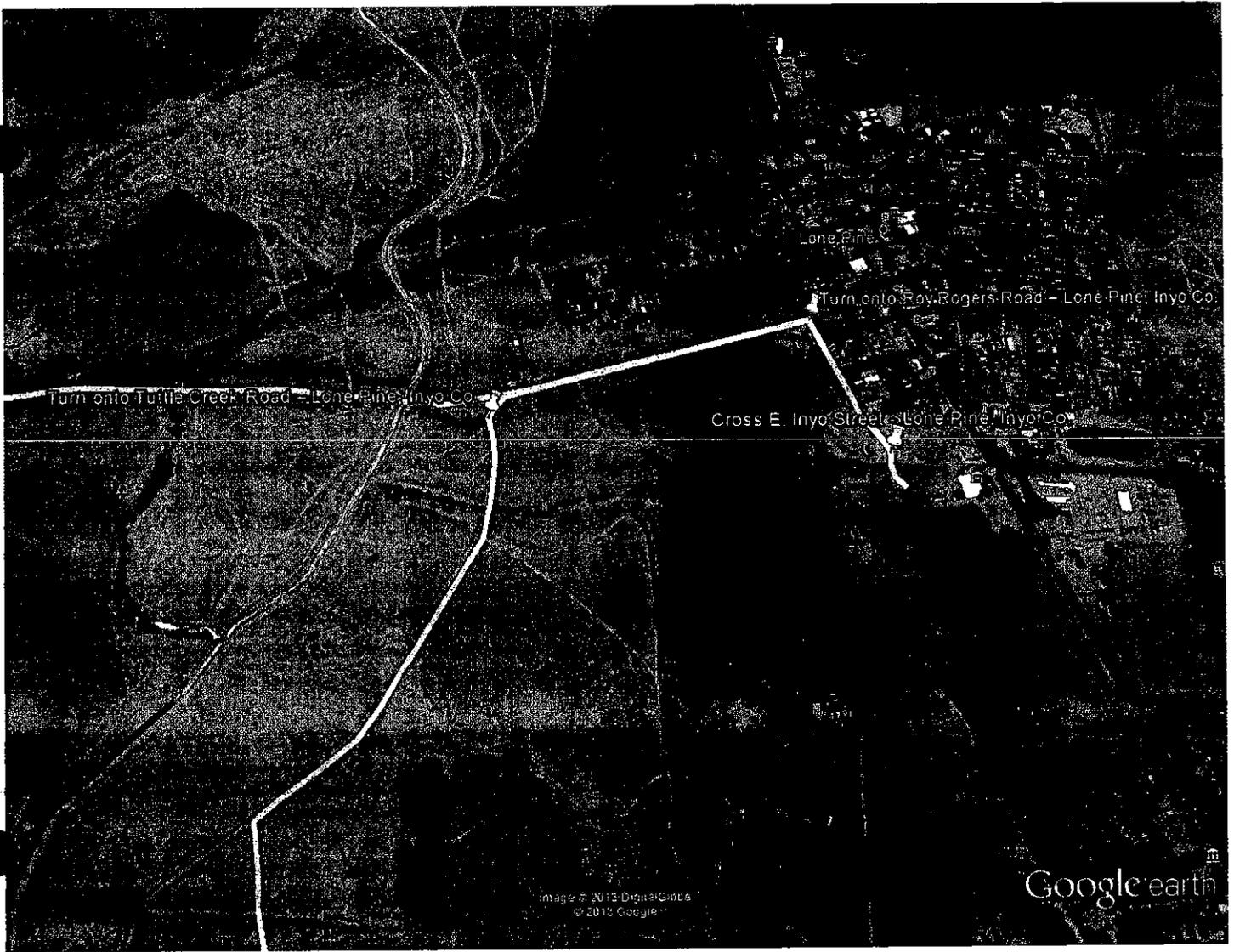


Google earth

feet
km

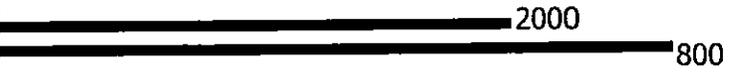


Day #8 (See Attached)



Google earth

feet
meters



Day #3 (see Attached)



Google earth

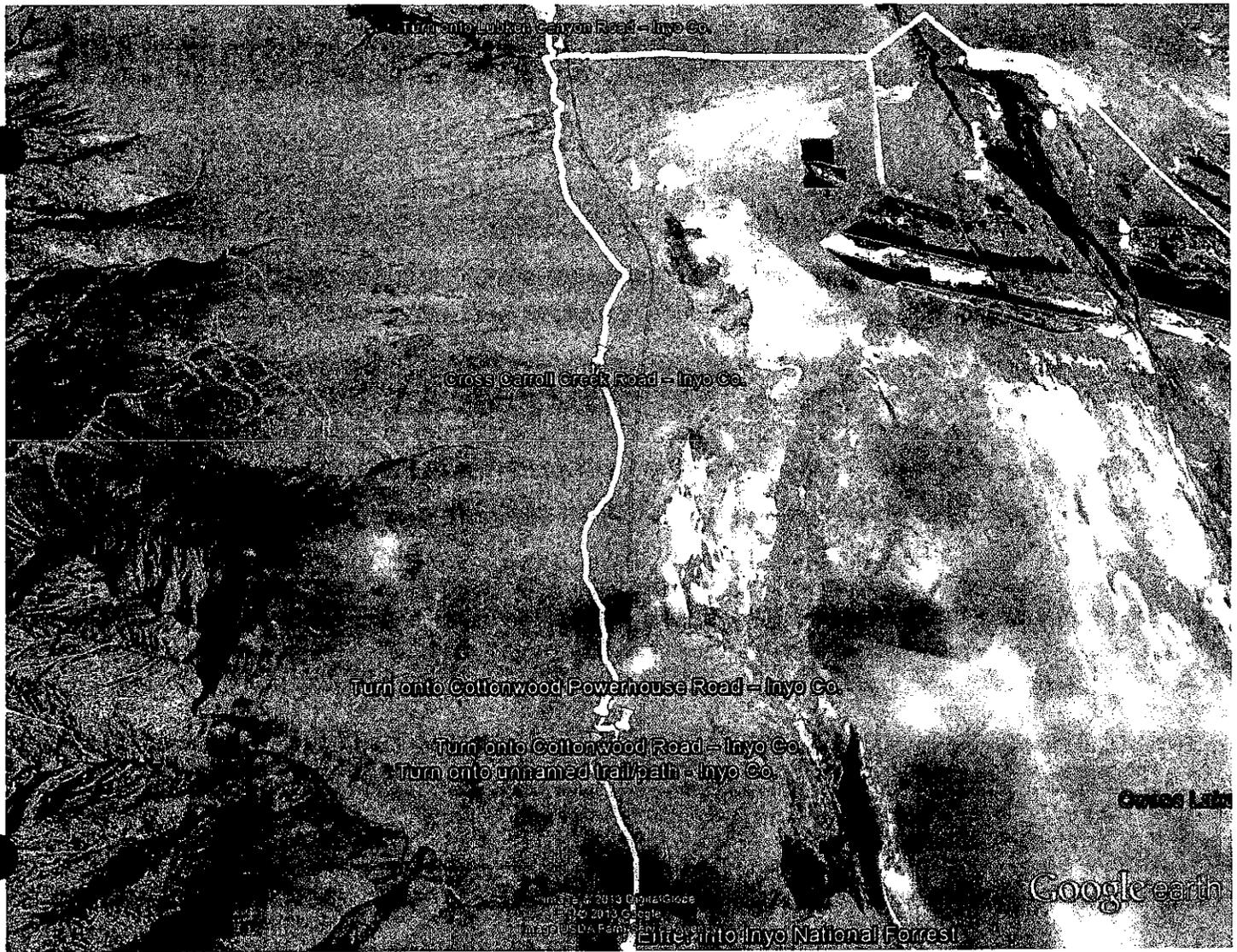


To take place:

Day 4A, Oct 21

Roads Affected,

Lubken Canyon Rd.



Google earth



To take Place:

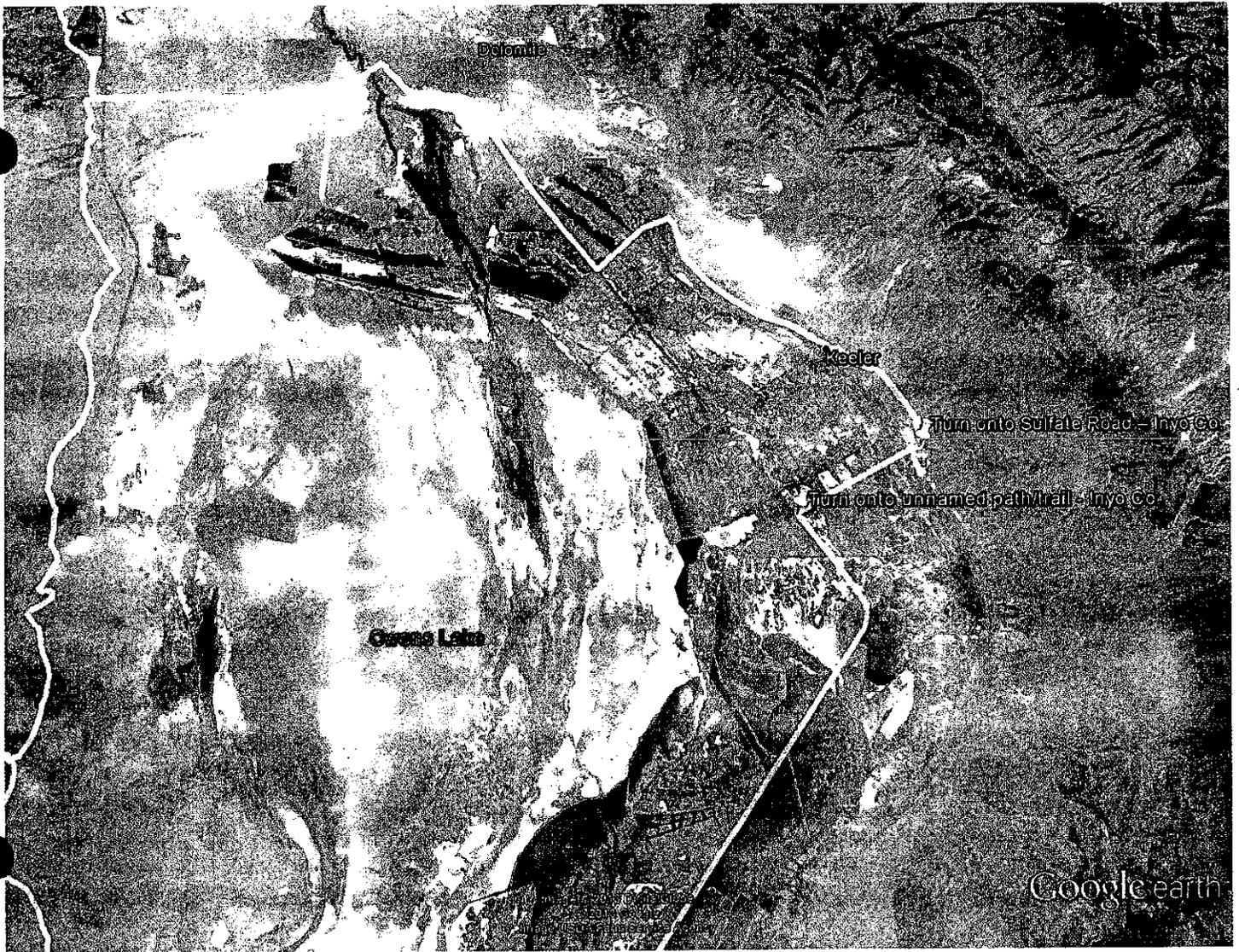
Day 4B, Oct 21

Roads Affected:

Carroll Creek Rd.

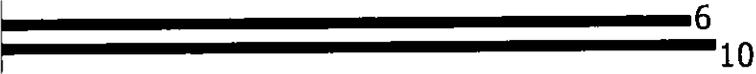
Cottonwood Powerhouse Rd

Cottonwood Rd.



Google earth

miles
km



To take Place:

Day 5A, Oct 22

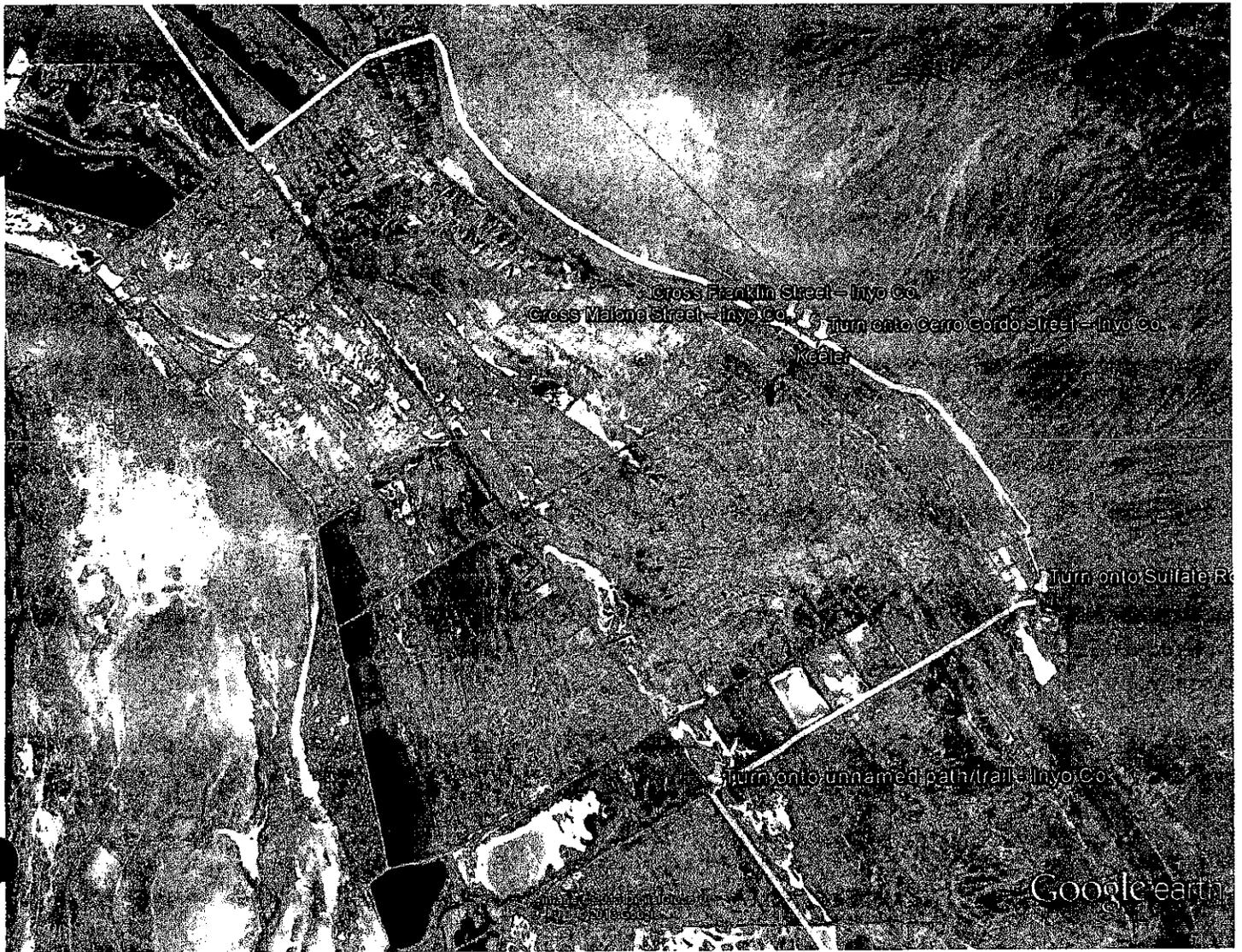
Roads Affected:

Franklin St.

Malone St.

Cerro Gordo St.

Sulfate Rd.

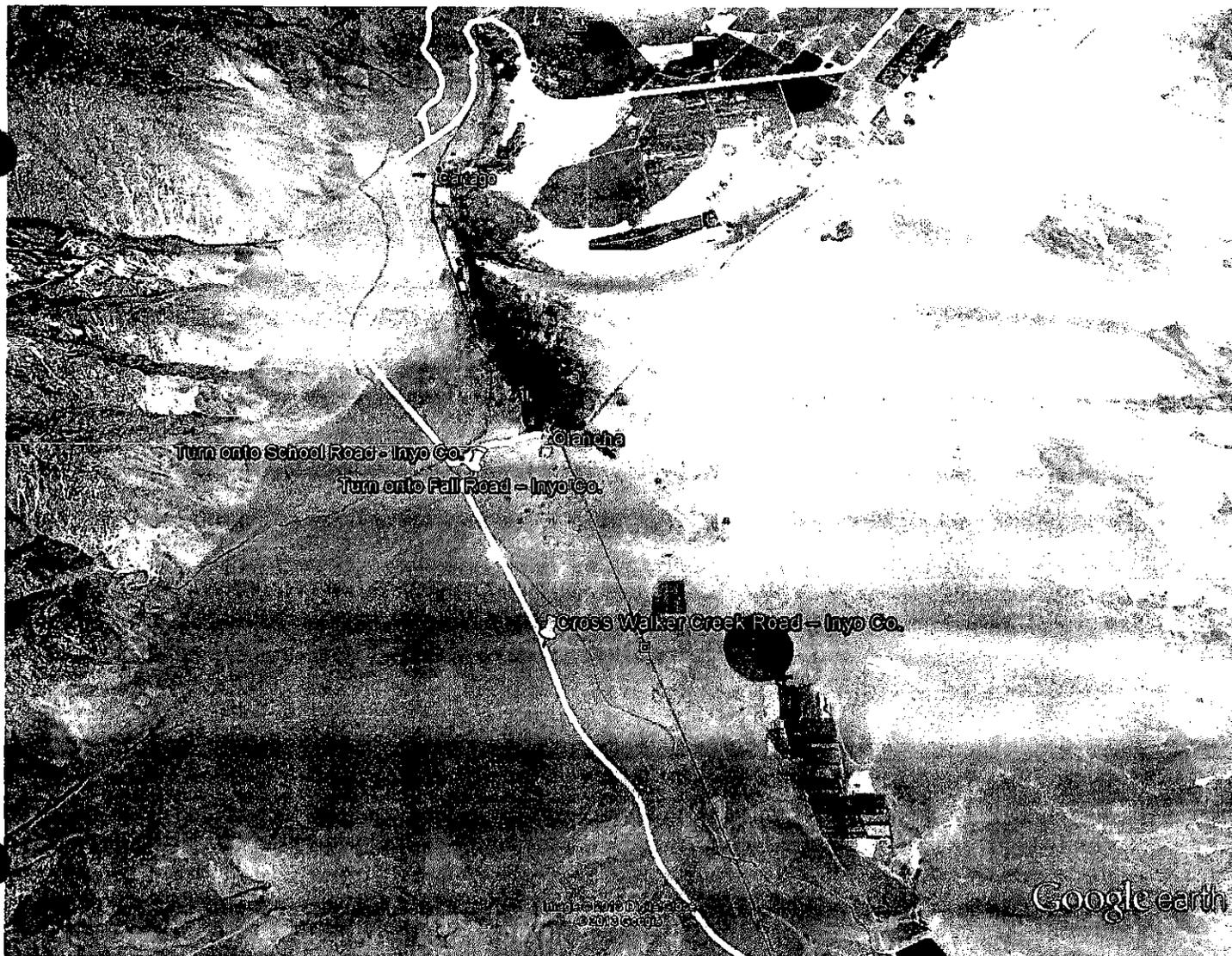


Google earth

miles
km

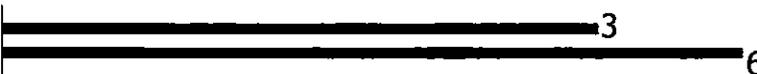


Day 5A (See Attached)



Google earth

miles
km



To take Place:

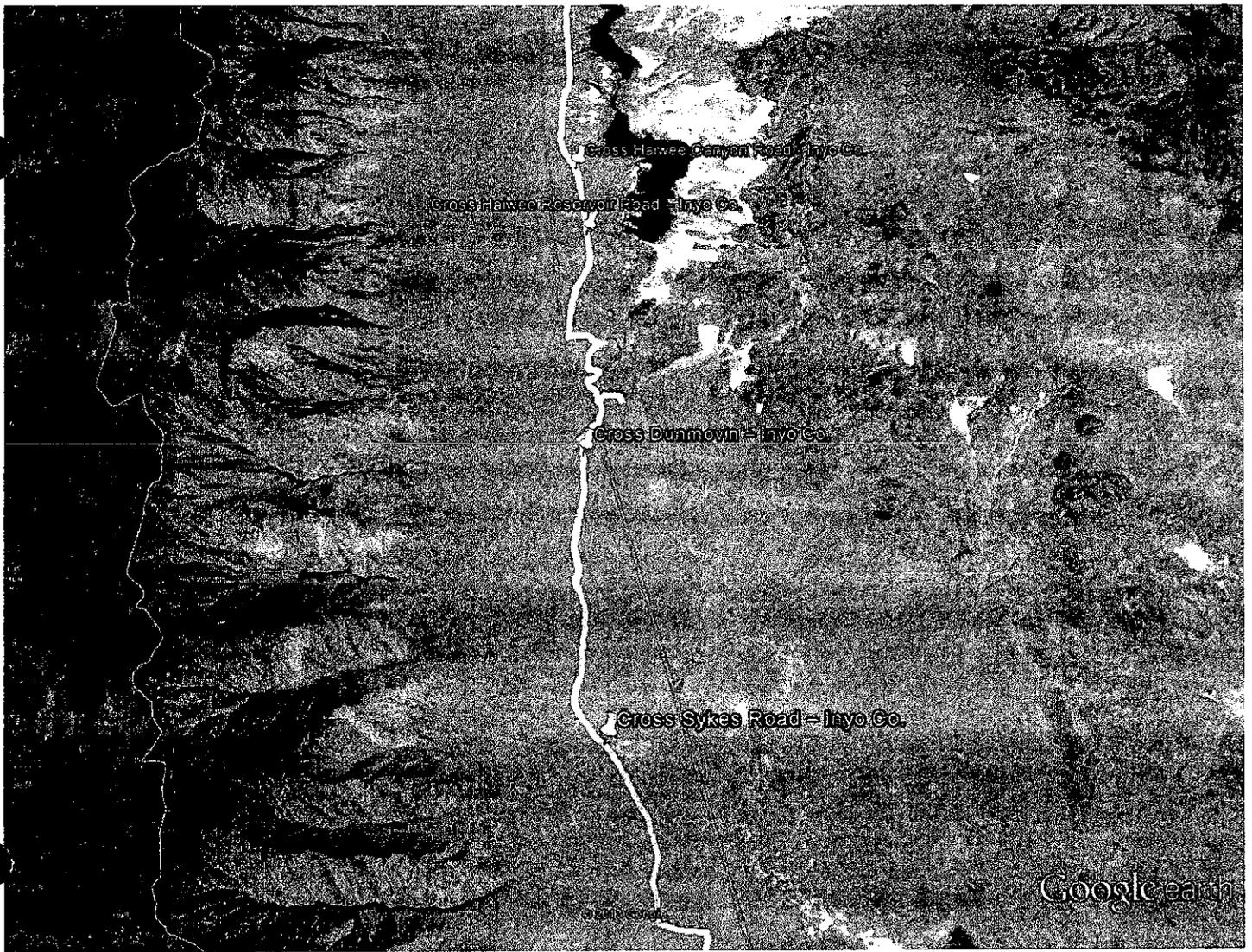
Day 7, Oct 24

Roads to Be affected:

School St.

Fall Road

Walker Creek Road.



Google earth



To take Place:

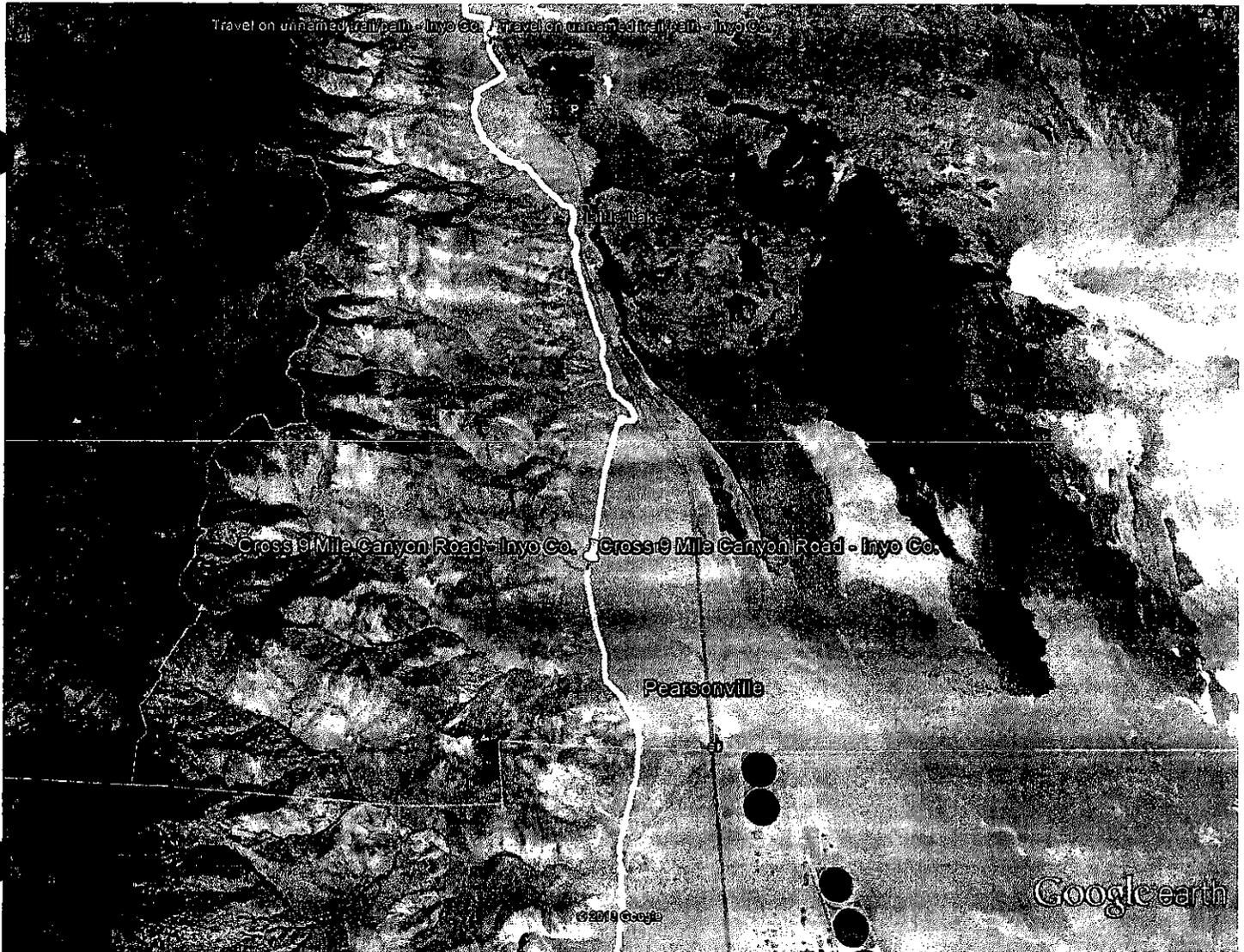
Day 7/8 - Oct 24/25

Roads Affected:

Haiwee Canyon Rd.

Dunmovin Rd

Sykes Rd.



Google earth



To take place:

Day 9A or 9B, Oct 26

Roads Affected:

9 Mile Canyon Rd.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18
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- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department/CAO
 FOR THE BOARD MEETING OF: October 15, 2013
 SUBJECT: Independence Campus Solar Project Presentation

DEPARTMENTAL RECOMMENDATIONS:

Request your Board receive a presentation regarding the recently completed Independence Campus Solar Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 14, 2010 your Board approved a Solar Purchase and Installation Agreement with Solar City Corporation for the installation of multiple photovoltaic systems within the Independence Campus. Subsequent to approval the County faced numerous challenges that ultimately shelved the project. 2012/2013 brought new life to the project via improved financing and reduced installation costs.

The Public Works Department is pleased to inform your Board that on September 10, 2013 the three Independence Campus Systems went on line and have generated in excess of 70,000 kwh. Today, your Board will receive a presentation that will include photos, financial information and real time generation data. The Department would also like to invite your Board on a tour of the facilities during the lunch break.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

APPROVALS

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

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

Date: 10/21/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: October 8th, 2013

SUBJECT: Request to hire a full time Office Assistant I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one Office Assistant I (Range 44, \$2,259-\$2,750) or Office Assistant II (Range 46, \$2,358-\$2,877) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill a full time Office Assistant I or II position in the Employment and Eligibility Division due to the recent resignation of an employee at our Lone Pine office. This position ensures smooth office operations and is the primary point of contact for persons seeking assistance in person or by telephone. The Office Assistant manages client schedules and office assignments and handles the telephone and lobby traffic that comes into the Employment and Eligibility office. This office is also used by staff from other Social Services divisions, Behavioral Health, Health Department and Probation and the Office Assistant is critical to ensuring traffic flow for the clients accessing services from these other divisions/departments. The position also provides support to the Integrated Case Workers in all areas of the office as well managing all regular clerical assignments.

ALTERNATIVES:

Your Board could deny this request. This would impact our ability to ensure coverage of reception duties in the Lone Pine office. It would also result in the reception duties being performed by higher-paid professional staff.

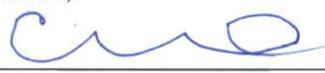
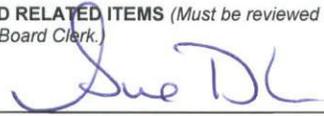
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General Fund.

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></u> Date: <u>9/26/2013</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>9/2</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9-30-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Request approval of contract between Lone Pine Unified School District and the County of Inyo.

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors approve the proposed contract between Lone Pine Unified School District (LPUSD) and the County of Inyo for the provision of Family Strengthening services from July 1, 2013 to June 30, 2014 in an amount to exceed \$15,500 contingent upon the Board's adoption of FY 2013/2014 Budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting this contract be approved commencing this fiscal year. The delay is due to the Lone Pine School Board's need to approve the signature of this agreement at their school board meeting. They met and authorized signature of the agreement and we only recently received it back signed. No proposed services have been delivered and no monies expended, but we are hoping to soon have Board approval to get things rolling now that the school year has started.

The First 5 Inyo Commission wants to encourage the activities and growth of Lo-Inyo's Family Resource Center which offers parents with children ages 0-5 a place to gather and share resources. Besides allowing families free access to the internet and library for parenting information, job training, and job searches and applications, this center will serve as a place for parents to pick up resources from a variety of community supports and to take parenting classes like Baby and Pre-K University and Positive Discipline techniques in both English and Spanish. The center will also continue to offer monthly family literacy activity nights and other developmental family modeling events, which currently are being attended by 20-25 children and their parents every month.

ALTERNATIVES:

If this request is denied, the Southern Inyo community will have to find other ways to support early childhood development and to strengthen families, and the school will have to shut down the family resource center for FY2013-14.

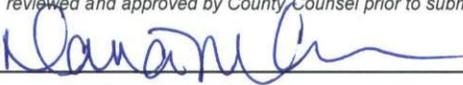
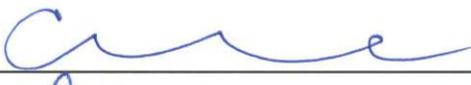
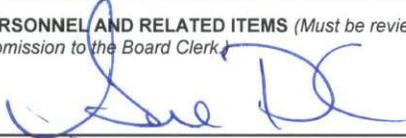
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State First 5 funding. This will be budgeted in First 5 (643000), in Professional Services (5265).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> <u>9/18/13</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> <u>10/3/2013</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> <u>10/4/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 10-7-13

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Family Strengthening services of Lone Pine Unified School District of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

NAME: A.C.
DATE: 9/9/13

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$15,500 _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
First 5 Inyo County HHS	Department
568 W. Line Street	Street
Bishop, CA 93514	City and State

Contractor:	
Lone Pine Unified School District	Name
PO BOX 159	Street
Lone Pine, CA 93545	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

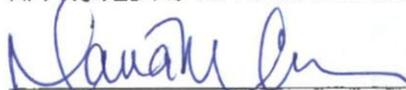
CONTRACTOR

By: 
Signature

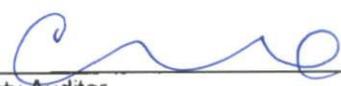
Camille Cervantes
Print or Type Name

Dated: 8/1/13

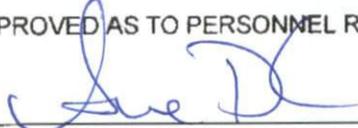
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:

 10/3/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SCOPE OF WORK:

The Contractor shall provide family strengthening services in the county of Inyo as detailed in the attached Scope of Work, and incorporated into this contract. Contractor shall perform the tasks listed in this plan by June 30, 2014 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to first 5 Inyo County for approval , and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" or the First 5 Inyo County logo.

The First 5 Inyo County Commission makes decisions based on program evaluation, so aid from partners who help us document and increase protective factors for families with children 0 to 5 in Inyo County will be taken into account as we discuss continued and new funding.

The major services this contract addresses are:

- Staffing Lo-Inyo's Family Resource Center 2 nights a week during the school year so families can access parenting supports, computers for job training and applications, and child development resources.
 - Sign-in sheets from every evening center is open to detail use
 - Yellow Center Intake Form capturing child's name, age, ethnicity, and primary language at each special event
- Quarterly Parenting Classes at Lo-Inyo Family Resource Center
 - Yellow Center Intake Form capturing parent's name, child's age, ethnicity, and primary language at each event
 - 1 yearly Purple Family Intake Form from each family that participates
 - Post-survey to measure the # of parents who report learning a new skill or behavior
- Monthly Read & Romp nights to promote family literacy at Lo-Inyo Family Resource Center
 - Yellow Center Intake Form capturing child's name, age, ethnicity, and primary language at each event
 - 1 yearly Purple Family Intake Form from each family that participates
 - Post-survey to measure the # of parents who report learning a new skill or behavior, increased social connections, or advancement in their child's social emotional or literacy skills

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt & approval of quarterly invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2013 to June 30, 2014 in an amount not to exceed \$15,500.

Notwithstanding paragraph 3.E Billing & Payment, actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a quarterly basis, and indirect costs are not to exceed 15% of the total contracted grant amount.

Quarterly invoices, with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days after the last day of the month. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County commission retains the right to withhold further payment until satisfactory receipt & review of those materials has taken place.

Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the county may cancel this contract at will at any time with 30 days written notice of their intent to cancel.

Quarterly Invoicing	Late After
July 1 to Sept. 30, 2013	Oct. 7, 2013
Oct. 1 to Dec. 30, 2013	Jan. 7, 2014
Jan. 1 to Mar. 30, 2014	Apr. 7, 2014
Apr. 1 to Jun. 30, 2014	July 7, 2014

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening **SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: October 15, 2013

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

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify Amendment #2 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the total amount not to exceed \$286,599, resulting in a \$3,307 decrease provided for in the existing contract, for the period of October 1, 2012 through June 30, 2016, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This allocation was received in early July, and the amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office mid-September and routed through the approval process.

This amendment is coming before you in order to update the FY 13/14 allocation amount with Mono County. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. Additionally, in FY 13/14 CDA sent the County of Inyo two State Contracts, splitting the fiscal year into a 3 month contract/budget, and a 9 month contract/budget. This amendment also addresses this issue and incorporates both of the contracts into the Mono County Contract.

The exact funding amounts per year for Mono services are as follows:

<u>Fiscal Year</u>	
2012/13 (10/1-06/30)	= \$59,068
2013/14	= \$73,989
2014/15	= \$76,771
2015/16	= \$76,771

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

ALTERNATIVES:

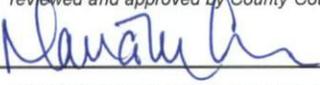
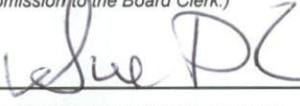
Board could choose not to approve this request, resulting in the possibility of Mono County invoicing for an amount that is higher than the actual allocation available.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000 and 683001) in Other County Contributions (5539). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>9.18.13</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>9/20/2013</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>9/23/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 9-30-12

Attachment A

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

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

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

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$286,599 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment A, Agreement Between County of Inyo and County of Mono under the Scope of Work, first paragraph, the Scope of Work is amended to read as follows:

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreements, for Contract #A3-1314-16 and Contract #A9-1314-16 with the State of California and California Department of Aging. Both of the contracts with the State of California are attached and incorporated herein.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence and sixth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,068 (remaining 3 quarters of the year). The total contract amount for July 1, 2013 through June 30, 2014 is \$73,989 and in future years the annual amount to be reimbursed would be approximately \$76,771.

The effective date of this Amendment to the Agreement is July 1, 2013.

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

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

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: J. Ledy _____

Signature

Jim Ledy

Type or Print

Dated: 9/10/13 _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, and review a draft Focus Paper regarding biology and provide input.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.¹ Staff will report on recent activities relevant to coordination for the Plan Update.

Per the Board's previous direction, staff has been working to prepare focus papers to focus the County's participation in the Plan Update on the most relevant topics. The five focus papers are Multiple Use, Biology, Socioeconomics, Infrastructure/Public Services, and Access. A draft of the Biology Focus Paper is attached for the review and feedback. Staff intends to augment the Focus Paper with more detail and based on the Board's input, and is seeking the Board's concurrence with the general approach before expending resources to do so. The Planning Commission reviewed the draft Biology Focus Paper at its regular meeting of September 25, 2013, and expressed support and enthusiasm for the general approach; one suggestion provided was to include more focus on access issues.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

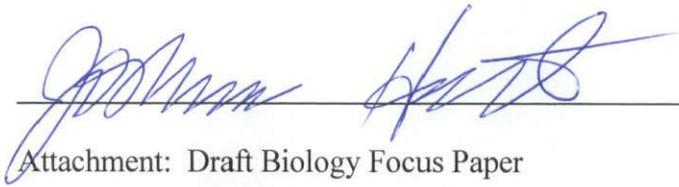
FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

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



Date: 9-25-13

Attachment: Draft Biology Focus Paper

**Inyo National Forest Land and Resources
Management Plan Update/Revision**

Biological Resources Focus Paper

September 2013

Prepared for:
Inyo County Planning Department
168 N. Edwards Street
P.O. Drawer L
Independence, CA 93526

Prepared by:

 North State Resources, Inc.
2020 L Street, Ste. 340
Sacramento, CA 95811
(916) 446-2566
(916) 446-2792 fax

Executive Summary

[Summary to be prepared after Board review.]

DRAFT

Table of Contents

Executive Summary	ES-i
1. Introduction.....	2
1.1 Purpose.....	2
1.2 Road Map.....	2
2. Background	3
2.1 1988 Planning Update.....	3
2.2 Planning Since 1988.....	3
2.3 2012 Planning Rule.....	3
2.4 County Priorities for LRMP Update	3
3. Setting	4
3.1 Importance of Biological Resources	4
3.2 Policy Direction	4
4. Issues and Trends	4
4.1 Overall Biological Issues and Trends.....	5
4.2 Game Species	6
4.3 Fisheries	7
4.4 Species Diversity.....	7
5. Opportunities	8
5.1 Conservation and Protection of Biological Resources	8
5.2 Enhancement of Biological Resources.....	8
5.3 Expanded Opportunities for Use of Biological Resources.....	9
6. Constraints	10
6.1 Permitting/Regulatory Constraints.....	10
6.2 Man-Made Influences	11
6.3 Natural Hazards and Influences	12
7. Forest Service Planning.....	13
7.1 Inyo National Forest LRMP Update/Revision.....	13
7.2 Critique.....	13
8. Conclusion	14
9. Sources of Information.....	14

1. Introduction

Inyo County (County) is compiling information on a variety of topics to help guide coordination with the U.S. Department of Agriculture, Forest Service (Forest Service) during the planning process for updating the Inyo National Forest (NF) Land and Resources Management Plan (LRMP). To date, the Forest Service has completed a science synthesis on landscape-scale issues specific to Sierra Nevada forests, a bio-regional assessment for the Sierra Nevada, and various topic papers to describe the current conditions and trends of the various resources on the Inyo NF that are anticipated to be addressed in the updated LRMP. The draft LRMP is expected to be available for public review in 2015-2016. This focus paper about biological resources has been prepared to provide an overview of issues and trends for biological resources of interest to the County on the Inyo NF and identify opportunities and constraints associated with management of those resources.

1.1 Purpose

The primary purposes of this focus paper are to document information on biological resources of interest to the County and provide baseline information for the County to coordinate with the Forest Service during the planning process for the Inyo NF LRMP update. The County has a keen interest in the updates to the Inyo NF LRMP because management of the resources on the Forest could affect activities in the county that contribute to its economy and way of life, such as recreational and agricultural uses. This paper also presents a brief overview of the issues and trends associated with biological resources that may be the subject of management direction in the LRMP.

1.2 Road Map

The focus paper is organized into the following sections:

- **Background:** discusses the Forest Service planning process and County priorities for the LRMP update.
- **Setting:** briefly describes the biological resources of interest to the County.
- **Issues and Trends:** identifies the current issues and trends of the biological resources of interest to the County on the Inyo NF.
- **Opportunities:** discusses opportunities available to improve management or use of biological resources on the Inyo NF and in the county.
- **Constraints:** identifies concerns or potential constraints associated with management or use of biological resources on the Inyo NF and in the county.
- **Forest Service Approach:** provides an update on the Forest Service planning process to date.
- **Conclusions:** summarizes the key opportunities and constraints.

2. Background

2.1 1988 Planning Update

The Forest Service previously updated the Inyo NF LRMP in 1988, which is the current version of the plan, as amended by subsequent decisions relating to the Inyo NF. The 1988 LRMP provided similar management guidance as the previous 1982 LRMP, but it emphasized recreational values, including uses based on fish and wildlife. Standards and guidelines were identified to provide for diverse and productive fish and wildlife populations in order to ensure habitat diversity. Specific guidance was provided for habitat for threatened and endangered species in order to meet recovery goals for the species and for mule deer and mountain sheep habitat.

2.2 Planning Since 1988

The Forest Service has issued several amendments to the 1988 Inyo NF LRMP to update or refine management guidance for the Forest. These amendments contain management direction for wilderness, wild and scenic rivers, motor vehicle use, range, vegetation management, and species management. Specific to biological resources, the 2004 Sierra Nevada Forest Plan Amendment modifies management direction for fuel treatments to avoid California spotted owl and northern goshawk protected activity centers wherever possible; improves protection and enhancement of old forests; and provides additional protections for aquatic, riparian, and meadow ecosystems, specifically the willow flycatcher and Yosemite toad. The 2007 Sierra Nevada Forests Management Indicator Species Amendment modified the management indicator species direction by updating the list of species to consider. The updated list includes 11 terrestrial habitats and ecosystem components with 12 associated management indicator species and one aquatic habitat (lakes, rivers, streams) with one associated management indicator species group (aquatic macroinvertebrates).

2.3 2012 Planning Rule

The Forest Service is implementing the 2012 National Forest System land management planning rule, which provides updated guidance on the development, amendment, and revision of LRMPs. One aspect of the new planning rule is the designation of species of conservation concern in each plan area, which are to be managed to maintain viable populations of the species within the plan area. These species are defined as: "a species, other than federally recognized threatened, endangered, proposed, or candidate species, that is known to occur in the plan area and for which the regional forester has determined that the best available scientific information indicates substantial concern about the species' capability to persist over the long-term in the plan area" (36 CFR Sec. 219.9(c)). The list of species of conservation concern may replace the lists of Forest Service sensitive and management indicator species. Other aspects of the planning rule enhance management of biological resources to provide ecological sustainability, a diversity of plant and animal communities, and multiple uses.

2.4 County Priorities for LRMP Update

On June 19, 2012, Inyo County sent a letter to the Forest Service regarding its priorities for the update/revision of the Inyo NF LRMP. The key priorities are providing access on the Forest, contributing

to a vibrant economy, and enhancing the local culture through use of the Forest. Specific biological priorities include planning for conflicts between biological resources and human access, restoring degraded wilderness areas, and encouraging use of biological resources on the Forest for recreation and other purposes.

3. Setting

3.1 Importance of Biological Resources

The settlement of the county was based on the beneficial uses of the land and the diverse natural resources it provides, such as timber, wildlife, grazing lands, water, and minerals. Recreation and tourism are prominent uses in the county and contribute to its economy and culture as a result of the location of the county in the Sierra Nevada within a short drive from major cities, such as Los Angeles and Las Vegas. The county's extensive forests, wide elevation ranges, and unique setting appeal to a wide range of people and offer diverse recreational opportunities. Many wildlife-based recreational opportunities are available, such as hunting, fishing, and wildlife viewing, particularly on the Inyo NF. The provision of these uses and management of deer herds, recreational fisheries, and a diversity of wildlife are important to Inyo County because they affect the future economy and culture of the county. With most of the land in the county being managed by other agencies, the integration of county-dependent uses into federal and other land management plans is important, as is the need to ensure that other agencies' management actions do not impede the use of wildlife and other biological resources for the enjoyment of visitors and residents in the county.

3.2 Policy Direction

Inyo County seeks to collaborate with other land managers and owners in the county and integrate the County's General Plan into their management guidelines and policies. The County is in the process of updating its General Plan, which was last updated in 2001, except for the Government Element, which was updated in 2010, and the Housing Element, which was updated in 2009. The Government and Conservation/Open Space Elements identify specific policies for management and protection of biological resources, and the Public Safety Element identifies policies relating to hazards, such as wildfires and floods, that could affect biological resources. The draft update of the General Plan (May 2013) and the 2001 General Plan identify policies to protect and recover special-status species, manage game and non-game wildlife species, protect riparian areas and wetlands, protect wildlife corridors, reduce the spread of invasive weeds, and promote wildlife-dependent recreational opportunities.

4. Issues and Trends

This section discusses the current issues and trends associated with management and use of biological resources on the Inyo NF, with a focus on resources of importance to Inyo County. Biological resources on the Inyo NF in Inyo County are important because of their recreational and aesthetic values and their contribution to the local culture and economy. Specific issues of concern to the County are the management of deer herds, other game species, and fisheries to provide wildlife-dependent recreational

opportunities and the provision of diverse flora and fauna to support wildlife and wildflower viewing opportunities and the local culture and economy of the county.

4.1 Overall Biological Issues and Trends

Inyo County has extensive undeveloped land with few developed areas due to the limited amount of private lands available. Because of the limited development, the expansive habitats support a diversity of plant and wildlife species and provide contiguous tracts of land that is managed by federal agencies, such as the Forest Service. In addition, the wide elevation range of the county, from below 4,000 feet to more than 14,000 feet above mean sea level, provides for a diversity of ecosystem types and associated habitats and species. With its diversity of natural resources, Inyo County offers a wide range of uses for visitors and residents and attracts people from all over the country and other countries, with the primary visitors coming from nearby urban areas in southern California and Nevada. Wildlife-dependent recreational uses are a key attraction for visitors, who travel to the county to hunt, fish, view wildlife and wildflowers, and collect native plants. Tourism is a staple of the county economy, and the provision of a variety of uses is important to maintain the tourism base. Visitation to the Inyo NF has been fairly constant with more than 2.8 million visitors in 2006 and more than 2.5 million visitors in 2011, according to the Forest Service National Visitor Use Monitoring program (<http://apps.fs.usda.gov/nrm/nvum/results/>). The primary use of the Forest has been for day use at developed sites, with a smaller number of visitors staying overnight and fewer visitors going to designated wilderness areas. Skiing, viewing natural features, hiking, fishing, and relaxing were the most common reported activities during both sample years. Increased growth in nearby urban areas, such as Los Angeles and Las Vegas, would also be expected to increase visitation to the county, thereby increasing use of the Inyo NF. Increased use of the Forest could lead to overuse and degradation of resources, particularly if the use is focused in specific areas or "hot spots" where the public prefers to go, such as popular day use areas, campgrounds, or trails.

Other key uses of the resources in the county include water supply for the Los Angeles Department of Water and Power, mineral extraction, and energy development using renewable resources for power supply. These uses are also important to the economy of the county, but they must remain compatible with the County's goals and policies. The County reviews applications for minor building permits or conditional use permits on private lands and for larger projects, such as solar energy, water development, and habitat restoration, and prepares plans for its resources and uses, such as the Regional Transportation Plan, Collaborative Bikeways Plan, and Lower Owens River Project Recreational Use Plan. Ongoing projects contribute to the county economy, but some can result in adverse effects on the trends of biological resources, such as deer, sensitive habitats, and special-status species. Access (e.g., roads, trails) to support the various uses in the county and on the Inyo NF can also affect biological resources, while providing increased opportunities for visitors to experience nature.

The Forest Service discusses trends of the ecosystems on the Inyo NF, which are fairly representative of Inyo County, in its topic paper for "Terrestrial, Aquatic, and Riparian Ecosystems," which is primarily extracted from the "Inyo National Forest" section of Chapter 1, Assessing Terrestrial Ecosystems, Aquatic Ecosystems, and Watersheds, of the Sierra Nevada Bioregional Assessment (<http://livingassessment.wikispaces.com/Chapters>). Primary issues identified in that paper relate to climate, fire, insects, disease, invasive species, human activities, and air pollution, and the general trends in the terrestrial, aquatic, and riparian ecosystems vary based on those influences. Future changes in

ecosystems are predicted to be the greatest where vegetation types transition into other vegetation types (e.g., at the edge of a forest). Higher elevation ecosystems are predicted to decline as vegetation types migrate upward.

The following issues have affected and can affect biological resources:

- Wildfire, such as the Inyo Complex fires in 2007 that burned 35,200 acres, including 1,600 acres of forests on the Inyo NF (<http://www.fs.fed.us/r5/rsl/projects/postfirecondition/2007/>);
- Major wind storms, such as the November 2011 blow down that affected 300–400 trees in the Mammoth Lakes Basin (<http://www.fs.usda.gov/detail/inyo/home/?cid=stelprdb5341073>);
- Other natural hazards, such as earthquakes, flooding, landslides, and mudflows that can dislodge or knock down trees and modify habitats;
- Prescribed burns, which may benefit some habitats and species, while adversely affecting others;
- Fire suppression, which can lead to greater intensity fires and overgrown understories in forests;
- Increased use of the Forest, which could lead to overuse of resources and increased effects from recreationists;
- Increased access, which would benefit recreationists, can be designed to minimize impacts on habitats and species; and
- Grazing activities provide a form of fuels treatment, but overgrazing may not be compatible with native species.

4.2 Game Species

Hunting, including big game, upland game, and waterfowl hunting, is an important use in Inyo County. Wildlife populations are managed by the CDFW, but wildlife habitat on NFS lands is managed by the Forest Service. The Forest Service discusses issues and trends related to hunting on the Inyo NF in its topic paper for “Multiple Uses.” Little information is available on population trends of upland game and waterfowl. Most species appear to have stable populations, although their presence on the Forest fluctuates annually based on habitat conditions and migration trends. Population trends of big game species, such as mule deer, elk, and bighorn sheep, are generally stable, but some local populations or herds are experiencing declines. A key issue identified by the Forest Service is the availability of quality forage on winter ranges, which increases competition between species and affects migration routes.

Mule deer hunting is an important wildlife-dependent use in Inyo County. The county supports multiple deer herds that use both summer and winter habitats in the county, and it encompasses several hunt zones established by the CDFW. Overall populations of deer in the Sierra Nevada have declined since the early to mid 1900s, but they appear to have stabilized since the 1990s (CDFW 1998; Forest Service 2013c). Population trends of the deer herds in the county vary based on their summer and winter ranges, the availability and quality of habitats, and the availability of migration corridors. The Inyo-White Mountains deer herd appears to be slightly declining, while the Goodale deer herd appears to be stable to slightly increasing (CDFW 2013). The Round Valley deer herd appears to be stable to slightly declining.

Habitat modifications are the primary threat to deer herds and other big game species in the county. Development on private lands can fragment habitat, reduce migration corridors, and affect foraging availability in winter and spring ranges (Forest Service 2013c). Wildfire suppression has reduced forage

habitat by reducing wildfire potential; wildfires result in new growth that provides quality forage for deer. These changes in habitat, as well as competition with other species (e.g., elk, wild horses, livestock), have affected the distribution of deer across the county.

4.3 Fisheries

Fishing is available in the many streams and lakes on the Inyo NF. As with game species, the Forest Service manages habitat for fish on the Forest, and the CDFW manages fish populations, mostly through stocking. Stocked fish include hatchery-raised rainbow, brook, brown, and golden trouts (Forest Service 2013c). Some issues have arisen with stocking of high alpine lakes because of potential effects on native species diversity, such as native amphibians and fish. The Forest Service recognizes fishing as an important economic factor and plans to continue managing habitat to provide fishing opportunities. CDFW is also expected to continue stocking fish in lakes across the Forest.

4.4 Species Diversity

The Forest Service manages for species diversity on the Inyo NF by focusing on federally listed species and species of conservation concern (which are currently being identified and will be listed in the updated LRMP). The diversity of species found on the Forest provides excellent opportunities for wildlife viewing, birding, wildflower viewing, nature photography, and gathering. These opportunities are popular for day-use visitors and local residents.

Federally listed species are protected under the Endangered Species Act, and the USFWS and National Marine Fisheries Service are responsible for implementing the act and issuing take permits. The USFWS has prepared recovery plans for most federally listed species to provide guidance on the efforts needed to recover the species and allow them to be removed from the list of endangered and threatened species. The Forest Service incorporates guidance from these plans in its LRMPs to manage for species diversity on NFS lands. Examples of federally listed species on the Inyo NF in Inyo County are Owens tui chub, which is only found in the Owens River Valley, and Sierra Nevada bighorn sheep, which is native to the Sierra Nevada. Species that are candidates or proposed for listing include the mountain and Sierra Nevada yellow-legged frogs, Yosemite toad, greater sage-grouse, and whitebark pine. Population trends of these species vary.

The USFWS designates critical habitat for federally listed species as part of its recovery efforts to identify habitat that is important to the species. Federal actions in designated critical habitat may be subject to additional management restrictions or mitigation measures to ensure the habitat quality is maintained for the species. Critical habitat for the Sierra Nevada bighorn sheep has been designated on the Inyo NF, but critical habitat for other federally listed species in the county does not overlap the Forest. The USFWS is proposing to designate critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad on the Forest in Inyo County (78 Federal Register 24516-24574). The species are proposed for listing, and the critical habitat designation would take place once the species are listed and the final rule is published by the USFWS. For the yellow-legged frog, portions of Subunits 3D and 3E and all of Subunit 3F are in Inyo County. A total of 1,105,400 acres of critical habitat would be designated across the Sierra Nevada. For Yosemite toad, portions of Units 12 and 13 are in Inyo County. A total of 750,926 acres of critical habitat would be designated across the central and southern Sierra Nevada.

In accordance with the 2012 National Forest System Land Management Planning Rule, the Forest Service is required to identify species of conservation concern when it updates the Inyo NF LRMP. These species will become the subject of focused management on the Forest and will likely require additional consideration when evaluating Forest Service actions. The Forest Service has preliminarily identified about 72 species that appear to meet the requirements for species of conservation concern. This list is expected to be refined during the planning process. Not all of the species are found in Inyo County. Species that may be of the most interest to the County include bald eagle, northern goshawk, willow flycatcher, American marten, bats, and various plants.

5. Opportunities

As the Forest Service updates its Inyo NF LRMP, the County has an opportunity to influence the management and use of biological resources on the Forest to improve its economy through increased or enhanced uses of biological resources. This section outlines potential opportunities that may benefit the County and could be incorporated into the goals and policies of the LRMP.

5.1 Conservation and Protection of Biological Resources

The County has an opportunity to work closely with the Forest Service, other agencies, and private entities to conserve and protect biological resources on the Inyo NF and in the county.

Hunting and fishing can help manage game and fish populations, as dictated by the CDFW. These activities may increase as populations increase, which would benefit the County's economy. However, fish would need to continue being stocked in lakes that do not have self-sustaining populations in order to continue to provide diverse fishing opportunities. Big game populations would also need to continue to be monitored and managed to maintain or increase the populations, which is primarily the responsibility of CDFW. Habitat management by land management agencies can provide for increased game populations, as well. Also, the preservation of special-status species and unique biological resources provides for species diversity, which enhances recreational opportunities. The protection of migratory habitat for birds and native habitats with wildflowers, for example, can enhance bird viewing and wildlife and plant observation opportunities in the county.

Other opportunities are also available to educate the public on the importance of biological resources and the need to protect them for future generations. The County could coordinate with the Forest Service and other agencies that manage land in the county to establish an education program, which may entail preparation and distribution of brochures, posting of signs, working with local schools, or establishing interpretive trails. The County and Forest Service also have an opportunity to identify popular use areas on the Forest, determine the need for new recreation areas to avoid overuse of resources in specific areas, and develop new recreation areas with consideration for sensitive biological resources.

5.2 Enhancement of Biological Resources

In addition to the conservation and protection of biological resources, the County has opportunities to coordinate with the Forest Service and other agencies to restore and enhance habitats across the county.

Forest Service actions often include fuels treatments, thinning projects, invasive plant treatments, and other activities to improve forest conditions. Fuels treatments in the wildland urban interface protect properties from wildfires, while also reducing the potential for higher intensity fires in adjacent forests. Prescribed burns and a reduction in fire suppression can also benefit wildlife habitats, particularly for mule deer that forage on new growth following a fire. The Forest also provides an opportunity for mitigation in the form of biological resource enhancement to offset development impacts elsewhere in the County.

5.3 Expanded Opportunities for Use of Biological Resources

With the conservation, protection, and enhancement of biological resources, recreational and other opportunities associated with the use of biological resources can be expected to expand or be enhanced. Key opportunities include hunting, fishing, wildlife and wildflower observations, and grazing.

5.3.1 Hunting

Hunting opportunities are expected to continue to be available in the county, including in hunt units on the Inyo NF. These opportunities are managed by CDFW, which has established take limits and permit restrictions for species allowed to be hunted, and the populations of game species are primarily managed by CDFW. The Forest Service has a responsibility to manage habitat on the Forest and continue to provide hunting opportunities for big game and other game species. The County can coordinate with these agencies to continue to provide hunting opportunities and identify ways to improve habitat and expand populations of game species to further enhance the opportunities, as discussed above. In addition, the County may have an opportunity to coordinate with private landowners to provide hunting opportunities on private lands, such as for waterfowl or small game.

5.3.2 Fishing

Fishing is expected to continue to be available for visitors to the county in lakes, streams, and ponds on the Inyo NF and other lands. CDFW is expected to continue stocking fish consistent with its current plans, and the Forest Service is expected to continue to manage fisheries on the Forest as it has in the past. Increased stocking may be an option in some lakes if they have capacity and would not degrade habitat quality for native species. In addition, the County may have an opportunity to coordinate with private landowners and other agencies to provide fishing opportunities on other lands, where they may not currently be provided.

5.3.3 Nature Tourism

Inyo County will continue to offer diverse recreation opportunities with its diverse ecosystems, plants, and wildlife. Nature tourism is not expected to decline in the county. New opportunities for visitors to enjoy nature may become available as habitats are enhanced and restored to more closely resemble historic conditions (e.g., with reduced fire suppression, by removing and controlling invasive species). Opportunities are available for the County to coordinate with other agencies to improve habitat management and benefit the diversity of recreation opportunities available on the Inyo NF and in the county, as discussed above.

5.3.4 Agriculture

Agriculture, particularly grazing, is an important use of private lands in the county. Grazing can also benefit wildlife habitat by reducing understory vegetation and controlling invasive plants. The continuation of current grazing activities will help maintain the county's agricultural economy, and opportunities may be available to enhance or expand grazing into new areas or in formerly used areas to use grazing as a management tool.

5.3.5 Other Uses

The County may also have opportunities to enhance or expand other uses on the Inyo NF or in the county. Timber production is not a major use in the county, but it can contribute to the local economy and may be an option to assist the Forest Service with forest thinning projects or removal of downed trees, such as from the major wind storm in 2011. A minor use of timber is wood cutting for fires, which may be another option to remove downed trees. The use of water and other natural resources for energy and water supply are also not major uses on the Inyo NF, but waters from the Forest are significant components of downstream use, and the County's economy is partially dependent on this water supply. Opportunities may be available to establish new energy sources using renewable resources or to establish a new water source for meeting water demands in parts of the county with less water. These uses would need to be coordinated between the County and other agencies and would need to be compatible with the land management plans.

In order to expand or enhance recreational opportunities in the county and on the Inyo NF to benefit the County economy, access may also need to be improved. Public access roads are needed in areas with resources that are used for recreational purposes, such as trails, campgrounds, wildlife viewing areas, and hunting areas. Existing roads may need to be evaluated to determine if they provide adequate access or if they need to be improved or modified to enhance access. In roadless areas, trails should be provided to allow backcountry hikers the opportunity to enjoy the more pristine settings of the county. The County may also need to improve access to federal lands by improving County roads. Off-highway vehicle use is increasing in popularity, and few designated areas exist that allow this use. The County could work with other agencies and private landowners to designate trails or roads for off-highway vehicle use.

6. Constraints

Management and use of biological resources could be constrained by a number of factors. Some of the key issues are discussed above under "Issues and Trends" and include man-made influences, disease, natural hazards, and habitat modifications and changes. This section outlines potential constraints to management and use of biological resources on the Inyo NF and in the county.

6.1 Permitting/Regulatory Constraints

Projects or activities on the Inyo NF require authorization from the Forest Service. Proposed projects require environmental evaluations in compliance with the National Environmental Policy Act and need to demonstrate compliance with the National Forest Management Act, as updated, and the Inyo NF LRMP.

To demonstrate compliance, minimization or avoidance measures may be necessary and could restrict certain aspects of a proposed project. Possible restrictions could include a need to protect specific habitat for a special-status species or implementation of a limited operating period to avoid disturbance during a species' sensitive (e.g., breeding, nesting) period. Some activities may be authorized with a condition of restoring or offsetting project impacts.

Other permitting requirements may also be imposed on projects or activities if they could adversely affect a federally or state-listed species, sensitive habitat, or waters of the United States. These impacts could trigger the need for an incidental take permit or consultation with the U.S. Fish and Wildlife Service (Endangered Species Act) or CDFW (California Endangered Species Act), a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers, a Section 401 Clean Water Act water quality certification from the Lahontan Regional Water Quality Control Board, or a Lake or Streambed Alteration Agreement with the CDFW (Section 1602 of the Fish and Game Code). All of these permits will likely impose additional mitigation measures. An additional level of complexity arises for projects on federal lands or with other federal approvals that are proposed in designated critical habitat for a federally listed species. These projects may be subject to more stringent requirements to protect the habitat in order to protect the species.

Some specific concerns relating to the regulatory environment include the increasing number of species afforded special status, such as those being proposed for federal listing and the new species of conservation concern being identified by the Forest Service; the new proposed designations of critical habitat in the county for Yosemite toad and Sierra Nevada yellow-legged frog; and the ongoing modifications to management plans that may restrict certain types of activities. The expanded management requirements for special-status species on the Inyo NF could result in new habitat protections or management actions that may restrict certain types of recreational uses. One example is the designation of Sierra Nevada yellow-legged frog critical habitat in areas where fishing has been available in the past; fish may no longer be stocked in high alpine lakes, preventing this use. Other concerns may arise in areas where wildflower viewing is popular if recreational uses are restricted because of the need to protect habitat or individuals of plants identified as species of conservation concern. This could result in an increase in designated trails to prevent cross-country hiking in order to ensure compatibility of the uses.

6.2 Man-Made Influences

As populations grow in nearby urban areas, such as Los Angeles, use of National Forests and other natural areas is expected to increase. With this increase in use, the protection of biological resources becomes a concern, and greater restrictions may be placed on protecting habitat and species on the Inyo NF. Fewer areas may remain pristine with little human influence, and species and habitat diversity could be threatened by overuse of the lands. Access to natural areas may become restricted to protect the resources, which could reduce the ability of the public to recreate and benefit from the opportunities available on the public lands. Restrictions to some areas could also result in increased use in other areas, which in turn could cause wildlife populations to move away from heavily used areas and could lead to damage to native plants from trampling and other activities. These activities could affect management of the Forest and priorities for the Forest Service when planning projects and identifying compatible uses.

Other man-made influences that may continue to threaten biological resources and affect use of the Forest include increased air pollution from the Central Valley and southern California as populations grow, new development or other projects that involve construction and removal of native habitats, introduction of invasive species (plants and aquatic invertebrates) that can threaten native species, and introduction or transmittal of diseases that can be transferred between humans and wildlife (e.g., white-nose bat syndrome). These issues can lead to increased management requirements to protect species and their habitat, which may in turn restrict or reduce opportunities for recreation and other uses of the resources on the Forest. Any reductions in use could affect the County economy because of its reliance on tourism.

6.3 Natural Hazards and Influences

Natural hazards are difficult to predict and can lead to devastating consequences on biological resources. A major fire, for example, can substantially alter habitat types and shift species diversity in the affected area. Past management has emphasized fire suppression, which in many areas, has resulted in increased intensity wildfires. Prescribed burns and other fuels treatments have been increasing as management strategies on National Forests. These activities can generally benefit biological resources; however, they also restrict access for recreational uses in the treated areas for a short time. If prescribed burns get out of control, they can lead to more damage than intended. Other hazards, such as major wind storms, floods, landslides, and earthquakes, can also affect biological resources and lead to a change in habitat and species diversity on the Forest. Substantial changes to the Forest can affect recreation, as well, by altering uses and possibly reducing visitor experience, leading to a decline in uses.

Climate change is an ongoing concern that is the subject of much research and management. At the Forest level, the Forest Service can monitor trends and adapt management direction to respond to any changes in the environment influenced by climate change, but the effects of climate change are otherwise considered an outside influence. As discussed in the Forest Service topic papers, climate change has the potential to shift habitat types at higher elevations and could threaten many species dependent on specific habitat requirements.

Other natural influences include the spread of invasive plants, introduction or spread of disease from animal vectors, and natural changes in habitat types and species populations. Natural fluctuations in species populations, such as mule deer and other game species, occur on an annual basis in response to environmental conditions. These fluctuations may not necessarily mean that a species is at risk of declining, but they could have inadvertent effects on associated uses of the species (e.g., hunting levels would decline if populations decline). Invasive plants threaten native plant populations and overall habitat diversity and are often difficult to control. Likewise, disease transmitted by animals and insects (e.g., mosquitoes with West Nile virus, rodents with hantavirus, ticks with Lyme disease) is difficult to manage and control, but can be monitored to track issues and identify management strategies to control outbreaks. The Forest Service may identify management actions to protect species and their habitats on the Forest in order to reduce adverse impacts from natural hazards and influences, which could restrict access or other uses of the Forest by the public.

7. Forest Service Planning

7.1 Inyo National Forest LRMP Update/Revision

The Forest Service is in the process of updating the Inyo NF LRMP. To date, this process has included gathering background information on the resources that need to be managed on the Forest. The Forest Service has prepared a Science Synthesis and a Bioregional Assessment to discuss regional trends of biological and other resources across the Sierra Nevada. These reports were used to guide the topics addressed in Inyo NF topic papers. Three of the topic papers focus on biological resources:

- Chapter 1: Terrestrial, Aquatic, and Riparian Ecosystems
- Chapter 5: At-Risk Species
- Chapter 8: Multiple Uses

Chapter 1 focuses on the current conditions and trends of terrestrial, aquatic, and riparian ecosystems across the Inyo NF. It presents details on each of the diverse ecosystems found on the Forest based on mapping and inventory efforts. Chapter 5 discusses the current conditions and trends of at-risk species, which include federally listed species and species of conservation concern. It identifies those species that would be subject to management requirements on the Forest, including the proposed species of conservation concern. Chapter 8 describes the various uses of biological resources on the Forest and discusses the conditions and trends of the uses. It focuses on hunting, fishing, nature watching, and native plant collection.

After the Forest Service has reviewed available information, it is expected to prepare an updated LRMP that will be available for public review and comment. Opportunities will be available for the County to submit comments to the Forest Service and provide input on the management guidance throughout the planning process.

7.2 Critique

The Forest Service has solicited comments on its topic papers and other published documents during the initial steps of the planning process. North State Resources, Inc. (NSR) reviewed the three topic papers listed above and submitted a technical memorandum on August 16, 2013, to the County to provide comments on the At-Risk Species, with a focus on the species identified as potential species of conservation concern. The focus of that topic paper is on those species that would be subject to specific management direction on the Forest. Such management direction may apply to 24 aquatic and terrestrial wildlife species and more than 50 plant species and could restrict activities on the Forest or require additional mitigation measures for activities that may affect the species or their habitat once the updated LRMP is implemented. NSR evaluated the information presented by the Forest Service to verify if that information justified listing species as species of conservation concern using the criteria identified in the topic paper. Most of the plant species appeared to satisfy the criteria; however, only a few of the wildlife species were demonstrated to meet the criteria. NSR provided comments on the species that did not appear to meet the criteria and identified where additional information would need to be presented in order to justify listing the species as species of conservation concern. In summary, the Forest Service

should conduct more research or provide more evidence to support its new list of species of conservation concern and any updated management direction for those species in the updated LRMP.

The other two topic papers presented background information on biological and related resources, but did not present potential management guidance or direction that might affect the County. Additional comments may be warranted when the Forest Service publishes its proposed management direction in the updated LRMP. At this time, the Forest Service has not distributed information on its proposed management guidance for the Inyo NF, which will be important to the County to review and provide comments on.

8. Conclusion

Inyo County has an excellent opportunity to participate in the Inyo NF LRMP update/revision and incorporate appropriate goals and policies of its own General Plan. Opportunities are available to protect, conserve, and enhance biological resources on the Inyo NF and in the county, which will also enhance recreational opportunities. Opportunities may also be available to improve access to areas of the Forest for recreation, expand or enhance other uses of natural resources, and offer ways to continue uses in a compatible manner. Constraints that may arise with regard to management and use of biological resources relate to ongoing and evolving permitting and regulatory requirements, compatibility of human uses with protection and management of biological resources, and natural hazards and influences that can be detrimental to biological resources.

9. Sources of Information

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 15, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 15, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 15, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

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

FROM: County Administrator/Planning Department/County Counsel

FOR THE BOARD MEETING OF: October 15, 2013

SUBJECT: Draft Environmental Impact Report for the City of Los Angeles Department of Water and Power's Proposed Southern Owens Valley Solar Ranch Project

DEPARTMENTAL RECOMMENDATION: Review draft correspondence to the City of Los Angeles Department of Water and Power regarding the Draft Environmental Impact Report for the Proposed Southern Owens Valley Solar Ranch Project and authorize the Chair to sign.

SUMMARY DISCUSSION: Approximately three years ago, in October 2010, the City of Los Angeles Department of Water and Power (DWP) issued a Notice of Preparation (NOP) of Environmental Impact Report (EIR) for a proposed "Southern Owens Valley Solar Ranch" in the vicinity of Lone Pine. Two potential locations for the project were identified: (1) one south of Lone Pine adjacent to the north shore of Owens Lake and (2) the other east of Lone Pine on the east bank of the Owens River north of the Narrow Gage Road. The County provided input in response to the NOP on November 12, 2010¹.

After the County provided its input, County and DWP staff worked to address areas of concern, but progress on the EIR slowed. DWP subsequently informed County staff that an alternate site was being considered further north towards Independence, north of Manzanar-Reward Road and east of the Owens River. Earlier this year, the County and DWP staff reengaged to develop a Term Sheet for a Memorandum of Understanding (MOU) to address relevant issues, which was approved by the Board on August 6, 2013. The Term Sheet is not an MOU and by approval of the Term Sheet, the Board did not commit the County to enter into an MOU. In developing the Term Sheet, staff estimated direct County costs due to the project at approximately \$6.3 million. County staff is working with DWP to develop the MOU based on the Term Sheet. Once completed, the MOU will be submitted to the Board for consideration.

DWP released a Draft EIR earlier in September to evaluate the project. According to the Notice of Availability, the review period for the Draft EIR is scheduled to close on October 18, 2013. DWP staff has indicated that the review period will be extended to November 2, 2013.

Summary Project Description

The proposal involves development of a 200 megawatt (MW) solar energy facility using photovoltaic (PV) panel modules on approximately 1,200 acres of City of Los Angeles land in the southern Owens Valley, approximately six miles southeast of Independence, ten miles north of Lone Pine, and 1.5 miles east of the Owens River. Primary elements include the solar panel arrays, supporting electrical equipment, on-site electrical collection cabling, an on-site electrical substation, improvement of a portion of Manzanar Reward Road, on-site roadways, and a maintenance building. The substation would connect with DWP's adjacent Inyo-Rinaldi 230 kilovolt alternating current transmission line.

¹ Refer to <http://inyoplanning.org/projects.htm> for information regarding the project, including the County's previous correspondence and the Term Sheet, and a link to the Draft EIR.

Draft EIR

The Draft EIR indicates that the overall purpose of the project is to provide 200 MW of electrical power generated through a solar PV installation to help meet broader goals related to increasing the use of sustainable renewable energy resources and decreasing greenhouse gas and air pollutant emissions. The following issue areas are evaluated: Aesthetics/Visual Resources; Hydrology and Water Quality; Agricultural and Forestry Resources; Land Use; Air Quality; Noise; Biological Resources; Population and Housing; Cultural and Paleontological Resources; Public Services; Geology, Soils, and Mineral Resources; Recreation; Greenhouse Gas Emissions; Traffic and Transportation; Hazards and Hazardous Materials; and, Utilities and Service Systems. According to the Draft EIR, best management practices and/or mitigation measures are identified to preclude potentially significant impacts. No unavoidable significant project-specific or cumulative or growth-inducing impacts are identified.

The Draft EIR evaluates the following alternatives:

- Alternative 1: Energy Conservation
- Alternative 2: Additional Local Distributed Solar Generation
- Alternative 3: Alternative Location Outside the Owens Valley
- Alternative 4: Alternative Area of the Owens Valley
- Alternative 5: Alternative Location East of the Lower Owens River
- Alternative 6: Reconfiguration of the Proposed Project Facilities
- Alternative 7: Concentrating Solar Technology
- Alternative 8: No Project

Of these, Alternative Nos. 1 and 2 are considered infeasible, and Alternative Nos. 3 may not be achievable due to limited property availability elsewhere. The proposed project is identified as the environmentally superior alternative.

Staff Analysis

Staff shared a preliminary assessment of the Draft EIR with the Board of Supervisors on October 1, 2013. Based on the Board's feedback, staff has prepared a summary assessment (Attachment 2). Based on this evaluation, staff has prepared draft correspondence for the Board's consideration (Attachment 1). Primary issues raised include aesthetics, the Long-term Water Agreement, the Lower Owens River Project, recreation, and housing. As noted in Attachment 1, since LADWP and the County have not entered into an MOU regarding the project, by and large, the proposed comments on the project were prepared without consideration of the terms of the potential MOU.

As discussed on October 1, with the exception of the Sheriff's costs, staff believes that the previous cost estimate of \$6.3 million on County programs and infrastructure remains relatively accurate. Staff understands that the Sheriff is working on refining estimated costs to the Department.

ALTERNATIVES: The Board may consider not submitting comments regarding the Draft EIR and/or ceasing work on the MOU. These alternatives are not recommended as the project has the potential to impact the County, and the MOU provides an opportunity to address financial impacts to the County.

OTHER AGENCY INVOLVEMENT: The County Administrator and Planning Director, in coordination with County Counsel, are overseeing the overall County response to the project and coordinating with DWP. All

County departments are participating in the identification and documentation of potential impacts to the County. Other agencies, organizations, and persons will also be participating in the environmental review process, such as Caltrans, the California Department of Fish and Wildlife, local tribes, other local agencies, etc.

FINANCING: General funds are utilized to support staff's efforts in monitoring DWP's activities. Funding for portions of the socioeconomic work has been from the Natural Resource Development budget (010204). Direct County costs anticipated due to construction and operation of the project are expected to be addressed in the MOU as outlined in the Term Sheet.

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



Date: 10/9/13

Attachments

1. Draft Correspondence
2. Staff Assessment

October 15, 2013

Ms. Nadia Parker
Environmental Planning and Assessment
City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1044
Los Angeles, CA 90012

Re: Draft Environmental Impact Report for the City of Los Angeles Department of Water and Power Southern Owens Valley Solar Ranch Project (SCH No. 2010091094)

Ms. Parker,

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to comment on the above-referenced Draft Environmental Impact Report (EIR). We appreciate the City's consideration of the comments the Board of Supervisors submitted in response to the Notice of Preparation. As you know, we have agreed in principle through a Term Sheet to work together with the City to develop a Memorandum of Understanding (MOU) to address important issues to the County resulting from this project, and we are looking forward to working with the City to completing the MOU in the near future to work to reduce impacts to the County from the project.

Inyo County has consistently supported appropriate renewable energy development that benefits our citizens, meets clean energy goals, and minimizes potential impacts to our environment. As stewards of the land, culture, and economy in the Owens Valley in cooperation with the City, we have prepared the following comments regarding the Draft EIR for the City's consideration. Please note that because LADWP and the County have not entered into the MOU, the comments by and large have been prepared without consideration of the terms of the potential MOU. We believe that these issues can be addressed to benefit the City, the County, other parties, and the environment to make this project a success.

Thank you again for the opportunity to comment on the Draft EIR. We look forward to working with the City to resolve the important issues raised in the attachment and develop the MOU as expeditiously as possible. If you have any questions, please contact the County Administrative Officer, Kevin Carunchio, at (760) 878-0292 or at kcarunchio@inyocounty.us.

Sincerely,

Linda Arcularius, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
County Departments
The Honorable Mayor Garcetti, City of Los Angeles
City of Los Angeles Water and Power Commissioners
Ron Nichols, DWP General Manager

Attachment – Specific Comments

1. **New Project Location** – we are concerned that the Draft Environmental Impact Report (EIR) analyzes a project site that was not identified in the Notice of Preparation (NOP). This effectively precluded meaningful public scoping of the current project site.
2. **Project Description** – we are alarmed that no decommissioning and/or reclamation plan is presented in the EIR. Due to the size of the project, potential for invasive species, and extensive time it takes for native vegetation to recolonize denuded areas, if the project is decommissioned the results could include intensive dust emissions, invasive species invasions, significant derelict equipment, and other associated effects. Regarding the site after decommissioning and dismantling of the solar facility, the project description only states that “...the Project site would then be available to accommodate other uses consistent with ownership and applicable land management plans.” We recommend that a decommissioning plan be prepared and attached to the EIR for inspection, analysis, and comment. Since the existing vegetation on the 1,200 acre project site will be removed during construction, such a plan should include provisions for revegetating the project site with native vegetation. Also, the EIR should describe and evaluate the City’s interconnection process, including the project’s status in the interconnection queue and related feasibility issues.
3. **Aesthetics** – the Draft EIR indicates that impacts to aesthetics will be less than significant and that no mitigation is required. We believe that this conclusion is not supported by substantial evidence. Numerous residents in the project vicinity and management at the Manzanar National Historic Site have testified that the project will significantly impact sensitive viewsheds. Also, the Draft EIR fails to analyze a key-observation point from the Inyo Mountains as requested in the County’s response to the NOP – several trails and other opportunities for viewing the dramatic scenery of the area are located in the Inyo Mountains, and due to the proximity to the project site, these views could be significantly impacted. We are particularly alarmed by the potential for the project’s visual effects to degrade visitor experience and impact our tourist economy. Mitigation measures should be evaluated to address these concerns, including screening (such as landscaping and trees). We are also concerned about impacts to dark skies, and recommend that mitigation be required based on the design elements referenced in the Draft EIR for lighting to ensure proper implementation.
4. **Agricultural and Forestry Resources** – we are concerned that the project has the potential to exacerbate invasive species invasion (particularly weeds) and vectors (particularly mosquitoes) in the area. The DEIR states that weed management plan will be prepared—but such a plan is not analyzed in the DEIR. Given the importance of this potential adverse impact, we recommend that a weed management plan be included in the EIR. The Term Sheet developed for the Memorandum of Understanding (MOU) between the County and the City includes resources to offset costs to the County from these issues. We suggest that the Draft EIR include mitigation measures to work to preclude invasive species invasions and control mosquitos. As mentioned previously, a decommissioning/reclamation plan should be developed which should include provisions to avoid the incursion of invasive species if the project ceases operation.
5. **Air Quality** – we are extremely concerned that the lack of a decommissioning/reclamation plan has the potential to result in a failure to limit dust emissions from the site if project operations terminate. We are also concerned that the DEIR states that a Dust Abatement Plan for dust

avoidance during construction and operation will be developed--but such a plan is not analyzed in the DEIR. Given the severity of this potential impact, we recommend that a Dust Abatement Plan be included in the EIR.

6. Biological Resources – we are concerned that if habitat conservation and/or land acquisition is required to offset potential impacts to biological resources, such actions could significantly impact the County’s remaining private land base. Although no such action is contemplated in the Draft EIR, we recognize that it could occur as a result of consultation with other responsible and trustee agencies. As is stated in the DEIR, less than two percent of the County remains in private ownership, a statistic that continues to shrink due to land acquisitions by the City and others. Impacts from these actions include incremental erosion of the County’s tax base and related service/infrastructure impacts, as well as lost opportunity costs. These potential impacts are exacerbated in this case due to the lack of taxes that will accrue to the County and other public agencies in the County. If conservation and land acquisitions result from the project, then the cumulative impacts of the project in light of past City land acquisitions and ongoing acquisition of conservation easements and private lands by other parties within the County must be disclosed.
7. Cultural Resources – the Draft EIR indicates that cultural resources impacts will be less than significant with mitigation. The DEIR does not address the potential impacts of the project on cultural landscapes. We share the concerns of local tribes and management of the Manzanar National Historic Site that the project has the potential to impact cultural landscapes, and request that the EIR address this issue. Also, given that the project is inconsistent with the County General Plan, and the City does not propose to submit a General Plan Amendment application to the County, the City should undertake consultation with local Native American tribes pursuant to Senate Bill 18 (Government Code Section 65352.3).
8. Hydrology and Water Quality – the Draft EIR does not address the applicability of the Long-term Water Agreement (LTWA) to the siting of the two groundwater wells that will be constructed for the project. We believe that the LTWA applies to the siting of these wells and the applicability of the LTWA should be addressed by the EIR. We are also concerned about Lower Owens River Project (LORP)-related fiscal implications and several other aspects of the analysis, as discussed below.
 - The proposed groundwater wells and groundwater pumping appear to be subject to the LTWA. The LTWA (p. 6) provides that “The goals and principles of [the LTWA] shall apply primarily within Owens Valley, but shall be applied as appropriate to activities of the Department within Inyo County.” The LTWA incorporates Technical Group processes for installation and operational management of new wells, and designation of new management areas for new wells located outside of existing management areas. We are not aware of any conditions that would exempt the proposed wells and pumping from the LTWA.
 - The County is committed to implementation of the LORP jointly with the City through the LORP Post-Implementation Funding Agreement. Contrary to statements in the Draft EIR for the Solar Ranch, the project is located within the general LORP boundary shown in Figure 1-1 of the LORP Final EIR. The project potentially could increase LORP shared costs for LORP operations and maintenance, habitat monitoring, adaptive management, and control of noxious weeds. Although the project does not directly interfere with the

LORP river corridor, the project potentially could be a seed source for noxious weeds that would negatively affect the LORP, either by infestation of the project site with noxious weeds or from vehicular traffic associated with the project traveling across the LORP area. If the Solar Ranch affects LORP costs in any way, the County may be fiscally impacted unless the County is indemnified against any additional costs due to the project. Additionally, the County should be indemnified for any costs resulting from legal challenges should the project result in failure of the LORP to reach its goals.

- Page 4-151 (Owens River) – the Owens River is poorly described. The Draft EIR states that 6-9 cubic feet per second (cfs) flows onto the Owens Lake bed from the river. This statement is accurate, but omits the fact that there is required to be at least 40 cfs into the river at the aqueduct intake and maintained throughout the reach between the intake and the pump back station at the lake. In the section of the river immediately west of the project, the river flows at 40-50 cfs, with managed seasonal habitat flows of up to 200 cfs released from the intake – considerably larger than the 6-9 cfs discussed in the Draft EIR.
 - Page 4-152 (Owens River) – the Draft EIR identifies a number of floods that have “severely damaged the Los Angeles Aqueduct.” Probably more relevant to the project site are events in 1969 and 1983 where high runoff has exceeded the capacity of the aqueduct and excess flows have been released from the intake to the river. Releases during June 1969 and August 1983 averaged 625 cfs and 212 cfs respectively. These releases potentially could affect the project site.
 - Page 4-155 (Project Site Drainage) – concerning water movement on the site, the Draft EIR assumes that sheet flow “simply infiltrates into the ground.” The fine grained soils in some areas of that part of the valley have slow infiltration rates, so there are parts of the site where currently water ponds for long periods to time after winter precipitation. These areas are small playas, visible as light colored patches in Draft EIR Figure 4.10-2.
 - Page 4-160 (Groundwater and Wells) – this discussion could be improved substantially by focusing on information relevant to the site, e.g., aquifer and well characteristics of the Independence-Oak and Symmes-Shepherd well fields. Citing the average well depth in the South Lahontan Region is uninformative.
 - Pages 4-165 – 4-167 (Groundwater Use) – the Draft EIR estimates that during the 5.5 year construction period, the project will use 240 million gallons (736 acre-feet) of local groundwater, for an average annual use of 134 acre feet per year (AFY) and a peak annual use of 190 AFY. The Draft EIR provides an estimate of drawdown resulting from operating the two supply wells for a total of 190 AFY for the construction period, and concludes that drawdown 1,000 feet from either well would be about 2 feet at the end of the construction period. The Draft EIR does not provide details as to how drawdown is calculated, but it appears to be a fairly standard application of well hydraulic calculations and the results seem reasonable. Nevertheless, the analysis should be conducted by the Technical Group according to LTWA Section VI and the pumping managed according to LTWA Section V.
 - The Draft EIR does not address the potential for flash flooding on the site. Due to the proximity to the Inyo Mountains and that flash flooding does occasionally occur in the project vicinity (as happened this summer), we suggest that this issue be addressed.
9. Land Use and Planning—the DEIR notes that the proposed project is inconsistent with the County’s General Planning and with the zoning of the project site. As noted in the Draft EIR

(page 4-176), under the California Environmental Quality Act, if a project is inconsistent with a General Plan or zoning ordinance, the project would have a significant impact on land use; however the Draft EIR concludes that the project will not have a significant impact on land use. This conclusion should be explained. Also, the Draft EIR (page 4-176) states that under California Government Code section 53090, LADWP is exempt for county building and zoning ordinances and county general plans. Section 53090 does not exempt LADWP from county general plans. Although LADWP is immune from the County's building and zoning ordinances, with respect to compliance with the County's General Plan, under Government Code section 65402(b), LADWP may not acquire real property, dispose of any real property, construct a public building or structure in the County until the location, purpose and extent of the project has been submitted to and reported on the County's Planning Commission. The EIR should discuss this requirement.

Section 4.11.3 of the Draft EIR discusses the various plans, ordinances, agreements, etc. that are applicable to the proposed project; however, the LTWA between the County and LADWP is not included in this section. The EIR should discuss the LTWA in this section.

10. Population and Housing – we are concerned about potential impacts to the County's housing supply and transient accommodations. The Draft EIR indicates that sufficient housing is available in nearby communities to accommodate project workers. Since the Draft EIR only addresses project workers, and does not account for any associated family members that might reside with the workers, we believe that the potential impact to our communities is underestimated. Furthermore, we believe that workers and their families will displace tourists in our campgrounds, hotels, and motels with associated impacts to our tourist-oriented economy. We therefore request that the analysis be augmented to address these issues and that mitigation measures be considered to offset impacts.
11. Public Services and Utilities – we recognize that the Term Sheet for our MOU addresses potential direct impacts to public services and utilities that might result due to the project. Absent an MOU, impacts to County services, utilities, and infrastructure would be significant.

As you may know, the County is responsible for diverting waste in compliance with State law. Much of the waste generated in the County is due to City operations, and we are concerned that the EIR gives provides little detail regarding such issues. Therefore, we request the following additional quantified information:

- Expected waste generated that will be landfilled during preconstruction/construction.
 - Expected waste volumes generated on a yearly basis during operations.
 - Expected waste volumes during closure.
 - Waste volumes defined by Municipal Solid Waste, Construction & Demolition Materials, Recyclable Materials, and Green Waste.
 - How the City expects to meet the State's 50-percent diversion requirements with this project.
12. Recreation – as discussed above, we are concerned about the project's potential to displace visitors from our campgrounds. We believe that the Draft EIR underestimates this potential impact substantially and should be augmented accordingly. Without a plan for housing, there

will be an impact on campgrounds near the site, thereby impacting recreation during the five-year construction period. This should be reconsidered and readdressed.

13. Transportation/Circulation – we request that the project’s construction-related trip generation estimates be revisited to ensure that the analysis is appropriate. Given the number of workers at the site during peak periods and the lack of ride-sharing and transit programs, we believe that the number of peak hour trips may be understated. We also concerned that traffic impacts in our neighborhoods during construction are not addressed; significant localized traffic increases on street segments and related impacts to our rural character could result due to the potential influx in workers and their families, especially if such workers congregate in campgrounds, RV parks, and other group living arrangements.
14. Cumulative Impacts – CEQA requires analysis of cumulative impacts based on reasonably foreseeable past, present, and future projects. The Draft EIR fails to embrace this concept, utilizing a list approach that ignores other renewable energy planning and the history behind the City’s land ownership in the Owens Valley. In light of the City’s water export activities and associated impacts to the County, the EIR should be cognizant of the long-term cumulative effects of the City’s resource extraction.

Of particular concern is the lack of recognition of the numerous renewable planning efforts related to development of solar energy generation facilities and transmission upgrades to accommodate additional development in the Owens Valley. These include the City’s own planning with the Owens Lake Master Plan/Project and consideration of renewable energy development on the Lake, the Renewable Energy Transmission Initiative, the Desert Renewable Energy Conservation Plan, Nevada’s Transmission Initiative Routing Study, the Solar Programmatic Environmental Impact Statement (PEIS), the West-wide Energy Corridor PEIS, and the County’s renewable energy planning. The EIR should evaluate potential cumulative impacts within the context of the scenarios being considered in these planning efforts.

15. Alternatives – CEQA requires analysis of a reasonable range of alternatives that would reduce environmental impacts. We believe that the alternatives analysis is inadequate, particularly given the project’s potential aesthetic impacts. Therefore, we request that additional alternatives to the project site be considered, including solar energy development at Owens Lake and over the Los Angeles Aqueduct; we believe that these alternatives have the potential to significantly reduce potential impacts to visual resources. Also, as requested in our response to the NOP, we believe that alternatives should be included for housing.

Attachment 2 – Inyo County Staff Assessment of Draft Environmental Impact Report

City of Los Angeles Department of Water and Power Southern Owens Valley Solar Ranch Project (SCH No. 2010091094)

October 15, 2013

The following is an analysis of the City of Los Angeles Department of Water and Power's (DWP) Draft Environmental Impact Report (EIR) for the Southern Owens Valley Solar Ranch Project prepared by Inyo County staff for consideration by the Board of Supervisors at its October 15, 2013 meeting. The Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners approved a Term Sheet (attached) to address County-related issues on August 6, 2013.

1. **County Renewable Energy Ordinance.** The County adopted Ordinance No. 1158 regarding renewable energy on August 17, 2010 (Inyo County Code Title 21).¹ This Ordinance encourages and regulates renewable energy development, such as that proposed by DWP, and requires that DWP obtain either a Renewable Energy Permit from or enter into a Renewable Energy Development Agreement with the County prior to commencing construction of the proposed project. The County's response to the Notice of Preparation (NOP) indicated that DWP should review the Ordinance and submit an application. The County and DWP have agreed to a Term Sheet to develop a Memorandum of Understanding (MOU) for the project. The Term Sheet addresses various issues required by Title 21, but not others as described below. The Draft EIR states that DWP is not subject to the permitting requirement of the Inyo County Renewable Energy Code (refer to page 4-176). No application has been submitted, and the Term Sheet includes a provision that the County will not request or require any project-related permits.
2. **County General Plan.** The County's response to the NOP indicates that the project is inconsistent with the Land Use Designation [i.e., Natural Resources (NR)] for the sites previously being considered, which is the same designation for the proposed site analyzed in the Draft EIR. The previously considered sites and the currently proposed site are zoned Open Space with a 40-acre minimum (OS-40), which does not permit the project. The Draft EIR indicates that DWP is exempt from the County's building requirements, zoning, and General Plan (refer to page 4-176), and then indicates that the project would not create a significant conflict with applicable land use plans, policies, or regulations adopted for avoiding or mitigating an environmental effect (refer to page 4-177). The potential environmental effects germane to the County of the project resulting from the inconsistencies with the County's General Plan and zoning are addressed below.
3. **Population and Housing.** According to the County's response to the NOP, the project could temporarily increase the population of the southern Owens Valley by up to almost 700 people. The Draft EIR analyzes population increases based on the maximum number of workers, i.e., 353, but does not include families that might reside with the workers, and

¹ Refer to <http://inyoplanning.org/RenewableNewPage.htm> for a copy of the Ordinance.

indicates that cumulative projects are too distant or programmatic in nature to contribute to significant effects (refer to pages 4-196 through 4-200). The Term Sheet addresses worker housing by providing an Economic Development Loan that may be utilized for housing and/or other economic development. DWP has also been responsive to the County's concerns by spreading construction over several years to minimize peak construction activity and associated workers. However, the Draft EIR fails to provide specifics about worker housing, including potential impacts to County campgrounds.

4. **Relationships With Other Plans, Projects And Agreements.** The County's response to the NOP indicated that the EIR should evaluate long-term land use compatibility and relationships with other plans and agreements. The Draft EIR does not directly provide a land use compatibility analysis. The Draft EIR indicates that the project site is located entirely outside the boundary of the Lower Owens River Plan (LORP) management area and a minimum of one mile from the river itself, and therefore does not create conflicts with the LORP (page 4-177). However, the LORP EIR indicates that the project is within the LORP boundaries (refer to Figure 1-1 of the Final EIR for the LORP). The project could also potentially increase LORP costs borne by the County.
5. **Public Services.** The County's response to the NOP included detailed requests for analyzing potential impacts to public services. The Draft EIR appears generally responsive and indicates that potential impacts will be less than significant because construction workers will be dispersed, temporary, and will generally not bring their families (refer to pages 4-209 through 4-212). County staff had estimated potential costs to be incurred by the County at approximately \$6.3 million. County staff was asked to update its estimates; with the exception of the Sheriff, no significant changes have been reported. The Sheriff is working on updating costs to the Department.

While staff does not necessarily agree with the Draft EIR's conclusions, public service costs are addressed by the Term Sheet, although the increased Sheriff costs were not considered during preliminary negotiations. The Term Sheet also includes a provision for a MOU with Inyo County schools. However, not all costs to the County are offset, such as a potential reduction in tourism from the project's aesthetics impacts.

6. **Infrastructure and Utilities.** The County's response to the NOP requested analysis of potential impacts to infrastructure and utilities. Similar to public services, the draft EIR indicates that existing infrastructure and utilities can accommodate the project's construction workers, and that minimal to no long-term impacts are expected (refer to 4-205 through 4-212). The Draft EIR indicates that project will result in minimal construction waste and little long-term waste that can be accommodated by existing landfills. The Term Sheet provides for offsetting County costs for infrastructure and facilities. Staff recommends that the EIR quantify waste generation, including by type and diversion.
7. **Hydrology, Water Supplies and Water Quality.** The County's response to the NOP requested a detailed analysis of potential impacts to hydrology, water supplies, and water quality. The Draft EIR evaluates hydrology and water quality (refer to pages 4-164

through 4-171), and identifies best management practices (BMP) and mitigation measures to preclude significant impacts. The primary groundwater use identified is during construction for dust control; the analysis indicates a less-than-significant effect. No streams or rivers are identified for the site. The Draft EIR does not address the applicability of the Long-term Water Agreement (LTWA); staff believes that the LTWA applies. Also, given the propensity for flash flooding on the site, staff recommends that further analysis of this issue be included. Further clarification to several issues has been recommended by the Water Department. The Term Sheet does include limitations on pumping of on-site wells.

8. **Aesthetics/Visual Resources.** The County's response to the NOP included a request for review of aesthetics/visual resources. The Draft EIR evaluates potential aesthetic impacts from a number of locations (refer to pages 4-9 through 4-25). The County had requested that an analysis be undertaken from the Inyo Mountains, which is not included. The Draft EIR indicates that potential aesthetics/visual effects will be less than significant. This conclusion is not supported by the facts provided in the Draft EIR, and mitigation measures should be identified, such as landscaping, trees, and limitations on lighting.
9. **Cultural Resources.** The Draft EIR indicates potential impacts to cultural resources can be reduced to less than significant levels (refer to pages 4-107 through 4-113). In regards to archaeological resources, over 50 sites are identified, and the project has been designed to avoid as many sites as practicable. Comments have been received by the Board of Supervisors regarding potential impacts to cultural landscapes, including related to the National Historic Site at Manzanar. Given that the project is inconsistent with the County General Plan, DWP should undertake consultation with local Native American tribes pursuant to Senate Bill 18 (Government Code Section 65352.3).
10. **Traffic and Transportation.** The County's response to the NOP suggested analysis of traffic and transportation issues. The Draft EIR evaluates potential impacts on transportation systems and indicates that impacts will be less than significant, including with BMPs (refer to pages 4-226 through 4-231). The Term Sheet addresses potential impacts to Manzanar Reward Road. Staff believes that analysis is generally sufficient, but suggests verification of trip generation estimates and consideration of ridesharing and transit programs. Also, localized traffic issues from workers travelling to the site are not addressed.
11. **Hazardous Materials and Hazards.** The County's response to the NOP requested an analysis of hazards and hazardous materials. The Draft evaluates these issues (pages 4-146 through 4-150) and identifies less than significant impacts. Staff believes that the analyses are adequate.
12. **Grazing and Agriculture.** The County's response to the NOP requested an analysis of potential impacts to grazing and agriculture. The Draft EIR evaluates such impacts on pages 4-50 through 4-51, and predicts less than significant impacts because the site is infrequently utilized for such purposes. Although water supply for agricultural purposes is not specifically addressed, staff is unaware of any such use on or near the site that

might be impacted. The Agricultural Commissioner has expressed concern about invasive species and vectors.

13. **Air Quality.** The County's response to the NOP requested an analysis of potential air quality impacts, particularly regarding dust. The Draft EIR evaluates such issues on pages 4-66 through 4-70 and 4-140 through 4-141, and predicts less-than-significant impacts. Staff is concerned about a lack of decommissioning plan and the potential for dust emissions if the project site is not restored.
14. **Socioeconomic Impacts.** The County's response to the NOP requested an in-depth analysis of potential socioeconomic impacts. County and DWP staff worked extensively to estimate potential impacts and address these issues. The Term Sheet includes numerous provisions in response, including direct payments, a loan for housing and/or other economic development, expansion of the Feed-in-Tariff program in the County to provide for balanced economic growth, local hiring, cooperation with schools, and maintenance of Manzanar Reward Road. However, the project's aesthetic impacts and potential related impacts to tourism, particularly regarding the Manzanar Historic Site, are not addressed.
15. **Recreation.** The County's response to the NOP requested analysis of impacts to recreation. The Draft EIR evaluates such potential impacts and identifies less than significant impacts (refer to pages 4-215 through 4-218). Staff generally agrees with the analysis, although suggests more analysis of potential recreation impacts in the nearby Inyo Mountains and County campgrounds. The Term Sheet includes an Economic Development Loan to provide for possible improvements to County campgrounds.
16. **Mineral Resources/Mining.** The County's response to the NOP requested an analysis of potential impacts to mineral resources. The Draft EIR evaluates such impacts on page 4-132 and identifies less-than-significant impacts. Staff believes this analysis is adequate.
17. **Noise.** The Draft EIR evaluates potential noise impacts and identifies less than significant impacts (refer to pages 4-184 through 4-189). Staff believes the analysis is adequate.
18. **Biological Resources.** The County's response to the NOP requested that potential impacts to biological resources be evaluated. The Draft EIR evaluates potential impacts and identifies less than significant effects with BMPs and mitigation (refer to pages 4-88 through 4-94). Staff is concerned that habitat conservation may be required to offset potential impacts, particularly due to wetlands (and like habitats) and special status plant species; if conservation easements or land acquisitions are required, this could significantly impact the County's private land base.
19. **Removal of Facilities.** The County's response to the NOP indicated that the EIR should address a plan for the removal of project facilities as such facilities become non-operational and describe a plan for remediation/restoration of the project site following the removal of facilities. These issues are not addressed by the Draft EIR.

20. **Alternatives.** The County's response to the NOP requested that the EIR evaluate a range of alternatives to reduce identified impacts, particularly for worker housing issues. The EIR evaluates a number of alternatives, but fails to include alternatives for worker housing. Other alternatives should also be addressed to reduce aesthetic impacts, such as emplacing solar panels over the aqueduct and developing solar on Owens Lake.
21. **Project Description.** The project description lacks an evaluation of the queue for interconnection and related feasibility of the project.
22. **Cumulative Impacts.** The Draft EIR indicates that potential for further solar development in the Owens Valley is limited by transmission capacity. However, numerous plans and studies have been conducted for upgraded transmission, and thus, this project could be the first of many such projects in the Owens Valley.
23. **Change in Project Location.** The change in project location between the NOP and Draft EIR failed to provide the public meaningful input into the EIR's scoping.

**TERM SHEET FOR PROPOSED MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE COUNTY OF INYO**

SOUTHERN OWENS VALLEY SOLAR RANCH

Once there is agreement on the term sheet, the agreed upon terms would become the basis of a "Memorandum of Understanding" between the County and LADWP to be signed by both parties prior to the close of the public comment period for the DEIR prepared by LADWP on the project. This draft MOU term sheet is non-binding and neither party is obligated to negotiate or agree to any particular term herein or enter into any agreement whatsoever, unless and until a final, binding agreement is approved by the governing bodies of both parties.

1. Commitment by LADWP to make a one-time payment to the County in the amount of \$4.5 million to offset project-related costs within 30 days after commencement of construction of the project. LADWP and the County recognize that the County may incur costs in support of the project in a variety of the County's service areas, including but not limited to those related to public health, safety, and welfare, transportation, communications and libraries.
2. Commitment by LADWP to, within 60 days of the execution of this MOU, to memorialize with the County the terms of an agreement to provide a one-time Economic Development Loan to the County in the amount of \$2.0 million so that the County can improve and/or develop County campgrounds and local community housing stock, or other community benefits that could be used to promote job and business development, under reasonable terms and conditions of loan mutually satisfactory to both parties. The essential terms and conditions of the loan will be identified in the MOU, however, the memorialized Economic Loan Agreement is subject to further approval of LADWP's governance authority.
3. Commitment by LADWP to expand the "feed in tariff" program in the Owens Valley to a total of 10 megawatts so that public and private entities may participate in directly selling LADWP electricity at a long-term fixed rate (LADWP will consider including lessees of the City of Los Angeles). The FIT will be located and built based on the ability of the distribution circuits to transport the incremental energy. LADWP will make its best efforts to execute the expansion solar project agreements no later than the commencement of construction. LADWP will work with Inyo County to register the project job sites as Inyo County. The essential terms and conditions of the Inyo County FIT Expansion Program

will be identified in the MOU, however, the memorialized Inyo County FIT Expansion Program is subject to further approval of LADWP's governance authority.

4. Commitment by LADWP that it will temporarily undertake the following responsibilities of the County:
 - LADWP will pave the Manzanar Reward Road from the Owens River to the project site before commencing construction of the project; and
 - During the time when the project is being constructed, LADWP will maintain the Manzanar Reward Road from Highway 395 to the project site (including the bridge/culvert crossing the Owens River) in accordance with County standards.
 - The project will be a long-term energy generation site, thus, LADWP has no plans to decommission the project; however, if after the project is constructed, LADWP retrofits, makes other major changes to, or decommissions the project, LADWP will maintain the Manzanar Reward Road during the period of such work.
5. Local Hiring -- LADWP shall commit to offer a separate utility pre-craft trainee (UPCT) hiring book for Owens Valley. LADWP shall commit to add at least ten local employees to UPCT program during the project construction period with the goal to develop long-term permanent LADWP employment.
6. MOU with Inyo County Schools -- Prior to commencement of the construction, LADWP shall make commercially reasonable efforts to negotiate and establish an Energy Efficiency MOU with the Inyo County School Districts. The MOU will include programs to improve energy efficiency, energy monitoring, building energy usage, and other related systems.
7. Description of the project.
8. Site map of the project.
9. The two groundwater wells to be constructed by LADWP and used during project construction and operation will not be connected to the Los Angeles Aqueduct or to the Owens River and the water pumped from the wells will only be used on the project site and the total annual amount of groundwater pumping from the two wells are not expected to exceed 190 acre feet during construction, and 10 acre feet during long-term operations.
10. In consideration of the commitments by LADWP in the MOU, the County will not request or require LADWP to obtain any project-related permits, including but not limited to building, grading, zoning, land use, or general or specific plan permits or actions (including but not limited to any under the Title 21 Renewable Energy Development Ordinance), and the County will not seek any other exactions, fees or processes except as may be specifically set forth in the final MOU.