

# 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.

**May 17, 2016**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Agency Designated Representatives: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency Designated Representatives: County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel, Marshall Rudolph, and Assistant County Counsel, John Vallejo.

### **OPEN SESSION**

**10:00 a.m. PLEDGE OF ALLEGIANCE**

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**
6. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request Board: A) approve a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, State of California, in Recognition of Sierra Life Flight and Local Emergency Services Providers"; and B) present the Proclamation to representatives of Sierra Life Flight.
7. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request Board: A) approve a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, Honoring Carl Dennett Inyo County 2016 EMS Provider of the Year"; and B) present the Proclamation to Mr. Dennett.

### **CONSENT AGENDA (Approval recommended by the County Administrator)**

#### **COUNTY ADMINISTRATOR**

8. **Bishop Rural Fire Protection District** – Request Board appoint Scott Marcellin to the Bishop Rural Fire Protection District Board to complete an unscheduled vacancy with expires July 1, 2018.

9. **Natural Resources** - Request Board approve Amendment #5 to the contract between the County of Inyo and Gregory L. James, Water/Environmental Attorney-Natural Resources, extending the term of the contract to December 31, 2016, and authorize the Chairperson to sign.
10. **Natural Resources** – Request Board approve Amendment #15 to the contract between the County of Inyo and Gruen Gruen + Associates to increase the contract amount by \$10,000 for a total amount not to exceed \$430,000 and extent the term of the contract to December 31, 2016, contingent upon the Board adoption of future budgets, and authorize the Chairperson to sign.
11. Request Board approve Amendment #9 to the Contract between the County of Inyo and Allan D. Kotin & Associates-Real Estate Consulting Services, to extend the term of the contract to December 31, 2016, and authorize the Chairperson to sign.

#### **ENVIRONMENTAL HEALTH**

12. Request Board approve the contract between the County of Inyo (contractor) and the County of Mono (contractee) allowing the contractor to provide personnel services required by Mono County to operate their Environmental Health Certified Unified Program Agency (CUPA) program for the period of May 1, 2016 through June 31, 2019, at the rate of \$80 per hour, not to exceed \$100,000 in any Fiscal Year, and authorize the Chairperson to sign.

#### **HEALTH AND HUMAN SERVICES**

13. **Behavioral Health** – Request Board authorize the purchase of a used, 2015 Ford Transit Van with 22,802 miles, from Bishop Ford in the amount of \$30,286.60, and authorize the Assistant County Administrator to sign all purchase documents.
14. **Jail Health Services** – Request Board approve up to an additional six (6) months, not to exceed December 2, 2016, for the temporary employee status of the Medical Doctor that provides the oversight of inmate health care in the Inyo County Jail and Juvenile Center.
15. **Social Services** – Request Board approve the contract between the County of Inyo and the State of California Department of Social Services (CDSS) – Community Care Licensing Division for the provision of Family Child Care Licensing functions, for the period of July 1, 2016 through June 30, 2018, and authorize the Director of Health and Human Services to sign the necessary documents and transmit a copy of the signed documents to the Clerk of the Board for the Board's files, contingent upon the approval and adoption of future budgets.

#### **PUBLIC WORKS**

16. **Road** - Request Board: A) approve the plans and specifications for the Inyo County/City of Bishop Slurry Seal Project; and B) authorize the Road Department To Advertise and bid the project
17. **Airports** - Request Board approve Amendment #9 to the Master Agreement Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services, to: A) increase the contract amount by \$38,960 for a total contract amount not to exceed \$1,635,340; and B) amend the Scope of Work to include additional tasks required for design services of the Bishop airport Traffic Study Phase II, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.
18. **Airports** - Request Board approve Amendment #10 to the Master Agreement Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services, to: A) increase the contract amount by \$53,785 for a total contract amount not to exceed \$1,689,125; and B) amend the Scope of Work to include additional tasks required for engineering services for the design and services at the Independence Airport for the Construction Support Services of Runway 14-32 Pavement Crack Repair, Sealing and Marking Project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

19. **Airports** - Request Board approve Amendment #11 to the Master Agreement Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services, to A) increase the contract amount by \$86,818 for a total contract amount not to exceed \$1,775,943; and B) amend the Scope of Work to include additional tasks required for engineering services for the design services at Bishop Airport for the Construction Support Services of Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

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

20. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board accept the recommendations of the review panel for the Emergency Medical Services (EMS) Request For Proposals (RFP) regarding the recommended ambulance provider selections from among those who responded to the RFP for the five Inyo County Exclusive Operating Areas (EOA's) as listed; EOA-1 (Bishop-Symons Emergency Specialties); EOA-4 (Lone Pine-Lone Pine Volunteer Fire Department); EOA-5 (Olancho-no respondents); EOA-6 (Little Lake-no respondents); EOA-7 (Panamint Valley-no respondents); and authorize the Health and Human Services Director to send your recommendations to the Inland Counties Emergency Medical Agency (ICEMA) Governing Board.
21. **COUNTY ADMINISTRATOR-Library** – Request Board: A) consider, provide direction for revisions and conditionally approve the automation plan submitted by staff; and B) authorize staff to explore an alternative from Backstage Library Works, a vendor specializing in library digitalization; and C) approve expenditures not to exceed \$5,000 to allow for an on-site review of the Inyo Library System by the potential contractor.
22. **SHERIFF** – Request Board: A) authorize the Sheriff to purchase a K-9 dog and training in the amount of \$12,384 using asset forfeiture funds; and B) award a bid and approve the issuance of a purchase order for Nielsen's Equipment Maintenance for the purchase and installation of an EZ Rider K-9 platform vehicle insert for a 2016 Ford Interceptor SUV including per quote dated May 2, 2016, in the amount of \$5,092.40 for Sheriff Department issued vehicle from the Sheriff General (Budget #022700), Law Enforcement Special (Object Code #5313); and C) award bid and approve the issuance of a purchase order for K-9 Starter Kit to Maximum K-9 of San Diego, CA in the amount of \$1,742.71; and D) authorize the Auditor to transfer \$1,743 from the Canine Replacement Trust (Budget #502707) to the Sheriff General (Budget #022700); and E) request Board amend the Fiscal Year 2015-2016 Sheriff General (Budget #022700) by increasing estimated revenue in Operating Transfers In (Object Code #4998) by \$1,743 and increase appropriations in Law Enforcement Special (Object Code #5313) by \$1,743 (4/5's vote required)
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July 2013, as recommended by the County Administrator.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of the extreme drought conditions that exist in the County, as recommended by the County Administrator.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015, as recommended by the County Administrator.
26. **CLERK OF THE BOARD** – Request Board approve the minutes of the Board of Supervisors Regular meeting of April 26, 2016.

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

**CORRESPONDENCE – ACTION** (To be considered at the Board's convenience)

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

27. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

**6**

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

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Proclamation Recognizing Sierra Life Flight

**DEPARTMENTAL RECOMMENDATION:** - Request Board A) approve a proclamation titled "Proclamation of the Board of Supervisors, County of Inyo, State of California, in Recognition of Sierra Life Flight and Local Emergency Services Providers;" and B) present the Proclamation to representatives of Sierra Life Flight.

**SUMMARY DISCUSSION:** - When the Southern Inyo Hospital closed in late 2015 the community of Lone Pine was left with out hospital medical services. This created a dangerous situation for the citizens of south County as well as our visitors. When Sierra Life Flight found out about the closure, the owners Jim and Linda Machio directed their staff to immediately assign crews to Lone Pine to help provide high-level care and transportation of patients to other hospitals. Because Sierra Life Flight is an air service and not a ground service provider their ability to be reimbursed for ground transportation was limited. The Company continued to provide transportation services with little or no reimbursement of costs. Additionally Sierra Life Flight at their own costs also, in an effort to help their employees who were providing services in south county, rented a house in Lone Pine and provided transportation for their crews. Sierra Life Flight provided invaluable service to the people of Lone Pine and south County. Their employees without hesitation and at personal sacrifice chose to travel to Lone Pine to provide care. For this, the people of Lone Pine and south County are forever grateful, and this proclamation memorializes this gratitude on behalf of our citizens and the County.

**ALTERNATIVES:** n/a

**OTHER AGENCY INVOLVEMENT:** n/a

**FINANCING:** - There is no fiscal impact associated with this action.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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

Date: \_\_\_\_\_

**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
IN RECOGNITION OF  
SIERRA LIFE FLIGHT AND LOCAL EMERGENCY SERVICES PROVIDERS**

**WHEREAS**, in late 2015, the Community of Lone Pine suffered the loss of medical care as a result of the closure of the Southern Inyo Hospital; and

**WHEREAS**, with the closure of the Southern Inyo Hospital, the next closest hospitals were 60 miles away in either direction, in Bishop to the north and in Ridgecrest to the south; and

**WHEREAS**, as Lone Pine struggled with not having hospital services which left many residents and visitors, in jeopardy, Sierra Life Flight, the County's only air ambulance service provider, stepped up to offer assistance; and

**WHEREAS**, the owners of Sierra Life Flight, Jim and Linda Marchio, made it possible for their crews to provide the much-needed higher level of care required to transfer patients to the other hospitals; and

**WHEREAS**, Sierra Life Flight, as an air service provider was not able to be reimbursed for the costs of the ground transport services and, therefore absorbed most of the costs incurred; and

**WHEREAS**, in an effort to provide critical medical assistance to the southern part of the County, Sierra Life Flight also provided housing and transportation for their crew members to be stationed in Lone Pine, also with no reimbursement; and

**WHEREAS**, the following outstanding employees of Sierra Life Flight and other emergency medical providers in the area made tremendous personal sacrifice to offer aid and assistance to the southern part of the County; Mike Patterson, Joyce Heritage, Lisa Bennett, Andrew Petty, Tim Tunget, Gabriel Brune, Denise Morrill, Sylvia Pavich, Mike Chuey, Judd Symons, DJ Jeffrey, Don Maddox, Pete Levy, and Kevin McBride.

**NOW, THEREFORE BE IT PROCLAIMED**, this            day of            , 2016, that the Inyo County Board of Supervisors expresses its heartfelt appreciation, deepest thanks and profound recognition of Jim and Linda Marchio, owners of Sierra Life Flight, and the outstanding men and women who served on the emergency services crews that came, without hesitation, to the aid of their friends and neighbors in Lone Pine to provide crucial high-level care and transportation of patients to other hospitals when Southern Inyo Hospital closed in late 2015.

\_\_\_\_\_  
Dan Totheroh, First District Supervisor

\_\_\_\_\_  
Rick Pucci, Third District Supervisor

\_\_\_\_\_  
Mark Tillemans, Fourth District Supervisor

\_\_\_\_\_  
Matt Kingsley, Fifth District Supervisor

\_\_\_\_\_  
Chairperson, Jeff Griffiths, Second District Supervisor



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

**7**

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

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Presentation of the Annual EMS Provider of the Year award

**DEPARTMENTAL RECOMMENDATION:** Request Board: A) approve a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, Honoring Carl Dennett Inyo County 2016 EMS Provider of the Year"; and, B) present the proclamation to Mr. Dennett.

**SUMMARY DISCUSSION:** The Emergency Medical Care Committee is comprised of representatives from the various organizations and jurisdictions that provide emergency medical care throughout the County. The emergency medical care providers are individuals that are EMT's and ambulance drivers who respond when we need help. In 1999 the Annual EMS Provider of the Year award was created, to honor local emergency medical providers, in the hope that through the establishment of this prestigious award people will be encouraged to become local EMT providers. This year resulted in the selection of one individual from a list of nominees. As our Board's representative on the Emergency Medical Care Committee, it is an honor for me to bring this request before our Board. It is a great pleasure to recommend that our Board approve the proclamation and present the 2016 EMS Provider of the Year award to Carl Dennett, the Head AEMT and Administrative Chief with the Southern Inyo Fire Protection District..

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** The Emergency Medical Care Committee and the Inyo County Fire Chiefs Association

**FINANCING:** - There is no fiscal impact associated with this action.

<b><u>APPROVALS</u></b>	
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: \_\_\_\_\_

**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, HONORING  
CARL DENNETT  
INYO COUNTY 2016 EMS PROVIDER OF THE YEAR**

*Whereas, the Inyo County Emergency Medical Care Committee, dedicated to the preservation and improvement of the local EMS program throughout Inyo County, created the Annual EMS Provider of the Year Award; and*

*Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its EMS providers throughout Inyo County and is pleased to join with the other members of our Community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors, and our visitors safe in times of emergencies; and*

*Whereas, Carl Dennett joined the Southern Inyo Fire Protection District in August of 2011; and*

*Whereas, Carl serves as Administrative Chief, Head EMT, holds an Advanced EMT certification, responds to fire calls as a firefighter and is a lead instructor in training new EMT recruits; and*

*Whereas, Carl is committed to his role as a volunteer to his community, who as a leader in the Department sacrifices much of his personal time to the Department when others are not available, who as the Administrative Chief looks after the piles of paperwork and ensures that the Department is following the multitudes of rules and regulations, and recruits within the community for new volunteers; and*

*Whereas, Carl is an integral member of the Southern Inyo Fire Protection District who motivates through example and who has earned the respect of his fellow volunteers.*

*Now, Therefore, Be It Proclaimed, this 17<sup>th</sup> day of May 2016, that the Inyo County Board of Supervisors in recognition of the dedicated service Carl Dennett has given to the Southern Inyo Fire Protection District, is proud to join with the Emergency Medical Care Committee in honoring Carl Dennett as an Inyo County 2016 EMS Provider of the Year and extends its congratulations, heartfelt appreciation and thanks to Carl Dennett, for his dedication and personal commitment to the citizens of Inyo County and commends him on being a shining example of what it means to be a Volunteer.*



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only;  
**AGENDA NUMBER**  


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

**FROM: County Administrator, Clerk of the Board**

**FOR THE BOARD MEETING OF: May 17, 2016**

**SUBJECT: Bishop Rural Fire Protection District Appointment**

**DEPARTMENTAL RECOMMENDATION:** - Request Board appoint Scott Marcellin to the Bishop Rural Fire Protection District Board to complete an unscheduled vacancy which ends July 1, 2018. *(Notice of Vacancy resulted in request for appointment being received from Mr. Marcellin.)*

**SUMMARY DISCUSSION:** Your Board is the appointing authority for the Bishop Rural Fire Protection District. The District notified this office of an unscheduled vacancy. The appropriate notice of vacancy was published per your Board's policy. A request for appointment was received from Mr. Scott Marcellin. It is recommended that your Board appoint the applicant as requested.

**ALTERNATIVES:** - Your Board could choose to not make the appointment. This alternative is not recommended in that your Board has a qualified candidate to fill the position and further recruitment efforts are expensive and may not result in any additional qualified applicants seeking appointment.

**OTHER AGENCY INVOLVEMENT:** - N/A

**FINANCING:** - There is no fiscal impact associated with making this appointment.

<b>APPROVALS</b>	
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: 05-09-2016



## BISHOP RURAL FIRE PROTECTION DISTRICT

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P. O. BOX 325 • BISHOP, CA 93515

Ray Seguine, Chief

May 5, 2016

Board of Supervisors

County of Inyo

P.O. Box N

Independence, CA 93526

Scott Marcellin

At our meeting today, The Board of Commissioners voted unanimously to endorse the candidacy of Scott Marcellin to fill the unexpired term on our Board.

Mr. Marcellin, as did his father and now his son, served as a member of the Bishop Volunteer firefighters. His service and dedication is greatly appreciated and now his expressed interest in further serving the Bishop Fire Department is recognized.

We urge you to appoint Mr. Marcellin to the vacancy which presently exists on our Board.

Sincerely,

*Robert Wingenread / for*  
Mike Holland

Board Chairman

To The Inyo County Board of Supervisors

RECEIVED

APR 21 11 6:53  
I am writing you this letter in regards to the recent vacancy of the Commissioners position on the Bishop Rural Fire District. I am a third generation resident of the Owens Valley with two children and five grandchildren. My wife and I have owned and operated Rollins Electric Inc. for the last 29 years. My father was on the Bishop Volunteer Fire Department for 31 years. I joined the fire department in 1982. In 1995 I was injured on a fire and not allowed to return to active duty. I was placed on the reserve list and have been attending family dinners and award dinners. My son joined the department 8 years ago so we keep up on the inner workings of the department. This appointment would give me the opportunity to be a part of the fire service again. I have business sense, construction background, pump knowledge, fire background, and the knowledge of fire apparatus.

Thank you for your consideration



Scott E Marcellin

04/21/2016



# BOARD OF SUPERVISORS COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO  
*Clerk of the Board*

## NOTICE OF VACANCY BISHOP RURAL FIRE PROTECTION DISTRICT

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one vacancy on the Bishop Rural Fire Protection District Board of Fire Commissioners, to complete an unexpired four-year term ending July 1, 2018.

If you are interested in serving as a Fire Commissioner on the Bishop Rural Fire Protection District, please submit your request for appointment on or before 5:00 p.m., April 30, 2016, to the Board of Supervisors at P. O. Drawer N, Independence, CA 93526.

Attention Legal Notices:

PLEASE PUBLISH IN THE April 14, 2016 issue of the Inyo Register.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
9

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

**FROM:** County Administrator/County Counsel

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Approval of Contract Amendment #5 between Gregory L. James and the County of Inyo

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment #5 to the contract between Gregory L. James, Water/Environmental Attorney-Natural Resources and the County of Inyo extending his contract with the County for an additional 6 months, from July 1, 2016 through December 31, 2016 and authorize the Chairperson to sign.

**SUMMARY DISCUSSION**

Mr. James continues to represent Inyo County on water-related matters and his expertise continues to be necessary to periodically assist the County on natural resource issues, including solar development. Mr. James consistently demonstrates the ability to handle numerous assignments in the area of environmental law while managing his time effectively and adjusting his schedule to meet work load requirements. Mr. James performs as a highly skilled and competent attorney in the area of Water/Environmental law and his services continue to contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmentally related litigation.

**ALTERNATIVES**

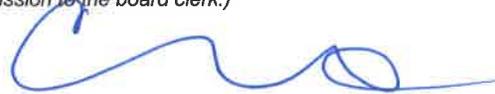
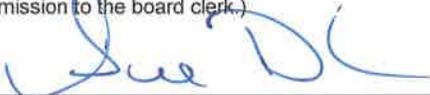
Your Board could choose to deny the approval of the amendment to extend the contract with Gregory L. James as recommended and direct that the office of County Counsel provide the County and its departments with legal services relating to natural resource matters with existing attorney staff. This would result in significant delays in completing requests for legal services for all but the most critical matters.

**OTHER AGENCY INVOLVEMENT**

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

**FINANCING**

Funding for this contract is provided through the Natural Resources Budget #010204 and will roll-over into the Fiscal Year 2016-2017 budget.

<b>APPROVALS</b>	
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>04/20/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/26/2015</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>1</u> Date <u>04/25/16</u>

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



Date: 05-09-2016

**AMENDMENT NUMBER 5 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gregory L. James  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, of Bishop, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated June 25, 2013, on County of Inyo Modified Contract No. 123, for the term from July 1, 2013 to June 30, 2016 (Increased with Amendment #4).

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:

**2. TERM.**

The term of this Agreement shall be from July 1, 2013 to December 31, 2016, unless sooner terminated as provided below.

**AMENDMENT NUMBER 5 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gregory L. James  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

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

COUNTY OF INYO

CONTRACTOR

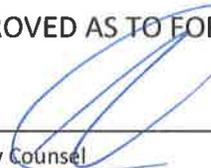
By: \_\_\_\_\_

By:   
Signature

Dated: \_\_\_\_\_

Greg James  
Type or Print  
Dated: 4/5/16

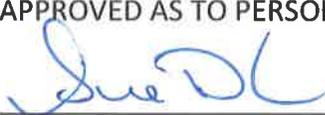
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
\_\_\_\_\_  
County Risk Manager



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

10

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

**FROM:** County Administrator - Planning

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Amendment #15 to the contract between the County of Inyo and Gruen Gruen + Associates

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment #15 to the Agreement between the County of Inyo and Gruen Gruen + Associates (GGA) to increase the contract limit by \$10,000 to an amount not to exceed \$430,000, and extend the term of the agreement to December 31, 2016, contingent upon the Board adoption of future budgets and authorize the Chairperson to sign.

**SUMMARY DISCUSSION**

GGA has and is available to provide Inyo County with various socioeconomic impact analyses relative to land use applications from private developers as well as the City of Los Angeles, and state and federal agencies decisions associated with the Forest Service revision of the Forest Plan. GGA has, and continues to work extensively with the Planning department researching the potential effect of the Plan revision on various sectors of the County's economy. The result of this work is deemed important in working with the USFS to identify information and issues which need to be addressed in the new Forest Plan. Currently, the work regarding the Forest Plan revision is at a critical stage as the County's team coordinates with the Forest Service to develop the draft plan and Environmental Impact Statement.

GGA's contract was most recently amended (Amendment #14) by your Board to extend the term of the contract to June 30, 2016, in relation to the firm's work in supporting the Planning departments work with the Forest Service regarding revision of the Forest Plan the potential effect of the Plan revision on various sectors of the County's economy. More recently, GGS has assisted the Agricultural Commissioner in developing an approach and scope of work for performing an analysis of agricultural economic impacts and relationships in the Eastern Sierra. Gruen Gruen + Associates has also been responsive in advising County staff on ways in which opportunity costs associated with City of Los Angeles land use practices can best be evaluated and quantified.

This amendment will extend the term of the contract to December 31, 2016 and increase the total amount by \$10,000 for a contract amount not to exceed \$430,000. The contract amendment is recommended to keep GGA engaged to continue advising the County on this and similar projects, including potential re-uses of the Mt. Whitney Fish Hatchery should the County re-acquire that property from the State of California. Should any of this work result in the need for more substantial analysis and study, additional and more detailed contract amendments may be necessary.

**ALTERNATIVES**

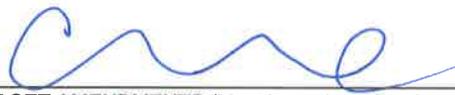
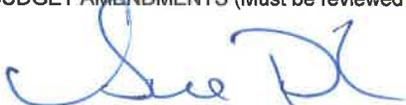
Your Board could choose not to amend the contract with GGA, however, this is not recommended. GGA's work is critical in ensuring the County's interests are fully represented when it comes to evaluating socioeconomic impacts associated with land use decisions and applications that could positively or negatively impact the Inyo County economy and the County's ability to provide basic public services.

**OTHER AGENCY INVOLVEMENT**

On behalf of the County, GGA provides high-level socioeconomic analyses and review of policies and studies promulgated by the US Fish and Wildlife Service, USFS Inyo National Forest, LADWP, California Energy Commission and other agencies.

**FINANCING**

The funding for this agreement will be included in the Fiscal Year 2016-2017 Natural Resources Budget #010204, Professional Services Object Code #5265.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/29/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/5/2016</u>
PERSONNEL DIRECTOR:	BUDGET AMENDMENTS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>5/5/16</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 5/10/16

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 5/12/16

**AMENDMENT NUMBER 15 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gruen Gruen + Associates  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, of San Francisco, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated October 26, 2010, on County of Inyo Standard Contract No. 123, for the term from October 26, 2010 to June 30, 2016 (Extended in length with Amendment #14).

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:

**2. TERM.**

The term of this Agreement shall be from October 26, 2010 to December 31, 2016 unless sooner terminated.

**3. CONSIDERATION**

E. 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, including travel and per diem expenses, if any, shall not exceed Four hundred thirty thousand dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

Attachment B (Schedule of Fees) remains current through June 30, 2017.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 15 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gruen Gruen + Associates  
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: Claude Gruen, President  
Signature

CLAUDE GRUEN  
Type or Print

Dated: April 28, 2016

APPROVED AS TO FORM AND LEGALITY

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature] for Marlene Baker  
County Risk Manager



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  11
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Amendment #9 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

**DEPARTMENTAL RECOMMENDATION**

Request Board approve Amendment #9 to the Contract between the County of Inyo and Allan D. Kotin & Associates to extend the term of the contract to December 31, 2016 and authorize Chairperson to sign.

**SUMMARY DISCUSSION**

In December of 2011, your Board approved a contract with Allan D. Kotin and Associates (ADK&A), a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm have been retained by the County to advise and represent the County on two potential and relatively complex real estate projects: (1) the Consolidated Office Building, for which the County has entered into an Exclusive Negotiation Agreement with Joseph Enterprises; and, (2) the evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Game, Sierra Nevada Conservancy, and Friends of Mount Whitney Fish Hatchery.

The recommended amendment to ADK&A contract will allow for Mr. Kotin's continued participation in both the Mount Whitney Fish Hatchery and Consolidated Office Building projects if and when those projects move forward.

**ALTERNATIVES**

Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in discussions regarding the long-term disposition of the Mount Whitney Fish Hatchery, or continue with its thorough analysis and negotiation of the Consolidated Office Building project.

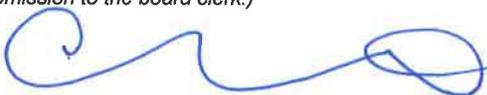
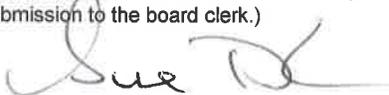
**OTHER AGENCY INVOLVEMENT**

County Counsel, Public Works and County Administration are working with Mr. Kotin relative to negotiations with Joseph Enterprises for the Consolidated County Office Building Project. Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery involve County staff and Mr. Kotin working with the State Department of Fish and Game, Sierra Nevada Conservancy, Friends of Mt. Whitney Fish Hatchery, the Rural Desert Southwest Brownfields Coalition, U.S. EPA, and, possibly, the State Department of General Services and the County's legislative delegation.

**FINANCING**

The Funding for this agreement is included in the Board approved Fiscal Year 2015-2016 CAO Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265, and will roll-over into the Fiscal Year 2016-2017 CAO Accumulated Capital Outlay Budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/27/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/27/16</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>J</u> Date <u>5/2/16</u>

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



Date: 05-09-2015

**AMENDMENT NUMBER 9 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Allan D. Kotin & Associates  
FOR THE PROVISION OF Real Estate Consulting SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allan D. Kotin & Associates of Los Angeles, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 20, 2011 on County of Inyo Standard Contract No. 156 for the term from November 1, 2011 to June 30, 2016 (Extended in length with Amendment #8).

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:

**2. TERM.**

The term of this Agreement shall be from November 1, 2011 to December 31, 2016 unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 9 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Allan D. Kotin & Associates**  
**FOR THE PROVISION OF Real Estate Consulting SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

ALLAN D. KOTIN  
Type or Print  
Dated: 3-29-16

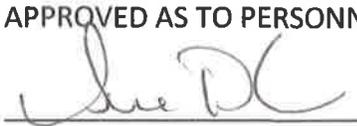
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
\_\_\_\_\_  
County Risk Manager



**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:** Marvin Moskowitz, Director, Environmental Health Services

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Contract With Mono County to Provide Environmental Health Certified Unified Program Agency (CUPA) Services

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract between the County of Inyo (contractor) and the County of Mono (contractee) allowing the contractor to provide personnel services required by Mono County to operate their CUPA program for the period of May 1, 2016 through June 31, 2019, at the rate of \$80/hour, not to exceed \$100,000 in any Fiscal Year, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

This is essentially a time and materials contract and, to clarify the Summary Discussion below, Inyo County is agreeing to perform contract work with Mono County using an Inyo County employee. Also, as your Board is aware, the Environmental Health Director believes his department continues to be short-staffed which raises the question, "Why contract out about half an employee's time when there are staffing needs in the department?" If your Board is inclined to proceed with this contract, this question can be answered by noting the position is funded with categorical monies whereas the proceeds received from Mono will not be encumbered and can be used at your Board's discretion.

**SUMMARY DISCUSSION:**

The Inyo County Department of Environmental Health Services has operated the CUPA (hazardous materials) program since 2002. Our longtime CUPA manager retired in September, 2014 and we have been unable to fill this position with a qualified person until recently. Mono County EH also has a vacant CUPA position that they have been unable to fill. As the CUPA position in each of our counties is not a full time position in itself, the two EH Departments have agreed to share one qualified person to fill this position. The job vacancy was advertised as a shared position. The Inyo County CUPA position was filled in February, 2016 with the hiring of Kerri Gibbons as a fulltime permanent Inyo County employee. Approval of this contract will allow us to share our CUPA manager with Mono County on an approximately 50/50 split.

The fees set in the contract that Mono County will pay to Inyo County for their services, at a rate of \$80/hour, not to exceed \$100,000 in any Fiscal Year. This contract is contingent upon its' cost being included in future budgets and that budget being approved by the Board of Supervisors.

**ALTERNATIVES:**

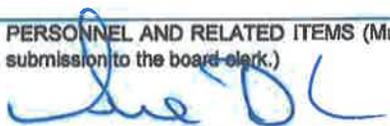
To not enter into this contract, and instead keep the new employee as a 1.0 FTE for Inyo County Environmental Health. While this alternative would not result in exceeding this fiscal years' approved budget, and is in conformance with this departments' approved staffing level, it would result in significant department expense increases in future fiscal years.

**OTHER AGENCY INVOLVEMENT:**

Mono County

**FINANCING:**

Approval of this request would result in the fifty percent reduction in one employee's salary and benefits costs, and any other county costs associated with this employee, per year.  
Approval would also generate about \$80,000 a year in revenue.

<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>05/12/16</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: <u>✓</u> Date <u>5/12/16</u>

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



Date: 5/12/16

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
THE COUNTY OF INYO FOR THE PROVISION OF  
HAZARDOUS MATERIALS PROGRAM  
MANAGEMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "Mono") may have the need for the hazardous materials program management services of Inyo County (hereinafter referred to as "Inyo"), 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**

Inyo shall furnish to Mono, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. For the planning purposes of both Mono and Inyo, it is assumed that Mono will require Inyo's services for approximately twenty (20) hours per week; or, half of the working hours of Inyo's staff assigned to perform the work in the Agreement (the "Employee").

Services and work provided by Employee will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

**2. TERM**

The term of this Agreement shall be from May 1, 2016, to June 30, 2019, unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation. Mono shall pay Inyo in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and Per Diem. Inyo will not be paid or reimbursed for travel expenses or per diem that Inyo incurs in providing services under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Inyo shall not be entitled to, nor receive, from Mono, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Inyo 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 Mono to Inyo for services and work performed under this Agreement shall not exceed one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative (hereinafter referred to as "Contract

Limit"). The Contract Limit may only be amended through an amendment to this Agreement. Once the Contract Limit has been reached, Inyo shall not perform additional work until the Contract Limit has been increased, or until the start of the next fiscal year. Mono expressly reserves the right to deny any payment or reimbursement requested by Inyo that is in excess of the Contract Limit.

E. Billing and Payment. Inyo shall submit to Mono, on a quarterly basis, an itemized statement of all services and work performed pursuant to this Agreement. The statement to be submitted will cover the period from the first (1st) day of the month in which the contract commences through and including the last day of June, 2016, and then from the first (1st) day of the quarter (e.g., July 1, October 1, January 1, April 1) through and including the last day of each quarter on a fiscal year basis. Alternatively, Inyo may submit a single request for payment corresponding to a single incident of service or work performed pursuant to this Agreement. Invoicing shall be informative but concise regarding services and work performed during that billing period and include, at a minimum the number of hours – including travel time – associated with each itemized task, mileage, and a description of any material costs being billed. Tasks shall correspond to specific services and work identified in Attachment A. Mono shall make payment to Inyo within 30 days of its receipt of the itemized statement indicating delivery of corresponding work and services.

F. Federal and State Taxes.

(1) Mono will not withhold any federal or state income taxes or social security from any payments made by Mono to Inyo under the terms and conditions of this Agreement.

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

(3) The total amounts paid by Mono to Inyo, 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.

#### **4. WORK SCHEDULE**

It is understood by Inyo and Mono that the performance of services and work pursuant to this Agreement will require a varied schedule. The Environmental Health Directors of Inyo and Mono shall work collaboratively to develop a schedule for work and services to be performed pursuant to this Agreement and in doing so shall be cognizant of and work to accommodate the business needs of both parties. Inyo County reserves the right to prioritize its business needs over Mono's business needs.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Inyo to provide the services and work described in Attachment A are the responsibility of Inyo and must be valid at the time Inyo enters into this Agreement. Such licenses, certificates, and permits will be procured and maintained in force by Inyo at no expense to Mono.

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Mono shall provide such office and file storage space and telephone service as is necessary for Inyo to provide the services identified in Attachment A to this Agreement.

## 7. MONO PROPERTY

Products of Inyo's Work and Services. Any and all documents, reports and files pertaining to work performed by Inyo for Mono pursuant to this Agreement are the property of Mono and at the termination of the Agreement, Inyo will convey possession and title to all such properties to Mono.

## 8. WORKERS' COMPENSATION

Mono shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations in and on behalf of Mono County pursuant to this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Inyo as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo for all work performed by pursuant to this agreement. For any claims arising out of Inyo's performance of Services under this Agreement, Mono's Workers Compensation insurance coverage shall be the primary insurance coverage, shall be in excess of Inyo's insurance and shall not contribute with it.

## 9. INSURANCE

A. Mono shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Inyo Risk Manager, the following insurance (as noted) 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 Inyo, its agents, representatives or employees, or sub-contractors. For any claims arising out of the Employee's performance of Services under this Agreement, Mono's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Mono, its officers, officials, employees, or volunteers shall be excess of Inyo's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the Employee under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability

insurance covering materials/wastes to be transported by the Employee pursuant to this Agreement. Alternatively, such coverage may be provided in Mono's Pollution Liability policy.

- B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by the Employee under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Mono shall provide Inyo: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to Inyo, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to Inyo.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Inyo. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Inyo, its officials, officers, employees, and volunteers; or Mono shall provide evidence satisfactory to Inyo guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Inyo as an additional insured.

## 10. STATUS OF INYO

**Independent Contractor:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between Mono and Inyo. Inyo is an independent contractor, not an employee of Mono or any of its subsidiaries or affiliates. Inyo will not represent him/herself/itself to be nor hold her/himself out as an employee of Mono. Inyo acknowledges that s/he/it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to Mono's employees. The consideration set forth in Paragraphs 3 shall be the sole consideration due Inyo for the services rendered hereunder.

It is understood that Mono will not withhold any amounts for payment of taxes from the Inyo's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Inyo's sole responsibility. Inyo shall indemnify and hold Mono harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Inyo's compensation.

Notwithstanding the above, the services provided by Inyo to Mono under this Agreement shall be provided in a manner consistent with reaching the Mono's objectives of providing Certified Unified Program Agency (CUPA) services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono's jurisdiction on behalf of Mono.

## 11. MUTUAL DEFENSE AND INDEMNIFICATION

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

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

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## 12. RECORDS AND AUDIT

A. Records. Inyo shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Mono shall provide for storage of these records and Inyo shall use storage area provided by the Mono. For ease of access, Inyo may make duplicate copies of these records for accessibility from Inyo's offices.

## 13. NONDISCRIMINATION

During the performance of this Agreement, the parties to this Agreement, their 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The parties to this Agreement, and their 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. The parties 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. TERMINATION**

This Agreement may be terminated by Mono without cause, and at will, for any reason by giving to Inyo thirty (30) calendar days written notice of such intent to terminate. Inyo may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to Mono thirty (30) calendar days written notice of such intent to terminate.

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

If Inyo abandons the work, or fails to proceed with the work and services as scheduled pursuant to Section 4 above, in a timely manner, or fails in any way as required to conduct the work and services as required by this Agreement, Mono may declare Inyo in default and terminate this Agreement upon five (5) days written notice to Inyo. Upon such termination by default, Mono will pay to Inyo all amounts owing to Inyo 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 a 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 23 below.

#### **18. CONFIDENTIALITY**

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

## **19. CONFLICTS**

Inyo agrees to ensure that any of its employees utilized in the performance of this Agreement shall complete and file a conflict-of-interest statement.

## **20. POST-AGREEMENT COVENANT**

Inyo agrees not to use any confidential, protected, or privileged information that is gained from the Mono in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

## **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 Mono to enter into 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, Mono has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Inyo of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

## **23. AMENDMENT**

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

## **24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Inyo or Mono shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if

included below) to the respective parties as follows, with copies sent to the respective parties' County Administrators:

**County of Mono:**

Lynda Salcido, Director of Public Health/EMS  
437 Old Mammoth Road  
PO Box 3329  
Mammoth Lakes, CA 93546  
760-924-1830  
lsalcido@mono.ca.gov

**County of Inyo:**

Attn: Director of Environmental Health  
PO Box 427  
Independence, CA 93526  
760-873-7867  
mmoskowitz@inyocounty.us

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**COUNTY OF INYO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
THE COUNTY OF INYO FOR THE PROVISION OF  
HAZARDOUS MATERIALS PROGRAM  
MANAGEMENT SERVICES**

**TERM:**

**FROM:** May 01, 2016      **TO:** June 30, 2019

**SCOPE OF WORK:**

- A. When performing the following services for and on behalf of Mono, Employee will receive assignments from, and report directly to, the Mono County Director of Environmental Health acting through the Inyo County Environmental Health Director.
- Conduct inspections of all regulated hazardous materials facilities;
  - Manage and maintain the CERS software program, including keeping all CERS facility information up to date, and the review and approval of all business plan submittals;
  - Prepare all budgetary requirements of the CUPA programs;
  - Oversee the CUPA permitting and invoicing obligations;
  - Maintenance and submittal of all required reports to CalEPA;
  - Development and implementation of CUPA enforcement program;
  - Investigation of and creation and implementation of appropriate response to hazmat incidents and complaints;
  - Coordinate with consultants and other agencies on clean-up proposals and environmental site assessments;
  - Maintenance and cleanup of paper files (CUPA);
  - Any other associated tasks that may arise and are deemed appropriate and necessary by Mono's Environmental Health Director for the implementation of CUPA requirements.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
THE COUNTY OF INYO FOR THE PROVISION OF  
HAZARDOUS MATERIALS PROGRAM  
MANAGEMENT SERVICES**

**TERM:**

**FROM:** May 01, 2016      **TO:** June 30, 2019

**SCHEDULE OF FEES:**

The total sum of all payments made by Mono to Inyo for services and work performed under this Agreement shall not exceed one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative.

Mono shall reimburse Inyo for the work performed by Inyo's employee(s) assigned to fulfill the Scope of Work under this Agreement at a rate of eighty-dollars an hour (\$80.00 per hour) (Hourly Rate) including travel time.

Mono shall also reimburse Inyo for all travel and material expenses at the Inyo's actual costs. For purposes of travel required to perform services under this Agreement, actual travel costs by motor vehicle shall be at the Inyo motor pool rate set at the time of travel.

The Hourly Rate is understood to cover all salary and benefit costs of the employee(s) assigned to fulfill the Scope of Work under this Agreement as well as Inyo's cost of other management, technical, and administrative personnel and any overhead costs. The Hourly Rate may be modified to reflect changes in salary and benefit costs by Inyo providing Mono with notice, in writing, 45-days prior to the change in the Hourly Rate. Mono must, in writing, acknowledge and accept any change in the Hourly Rate in order for it to become effective. If such acknowledgement and acceptance is not made within 15-days of Inyo providing notice, this Agreement shall automatically terminate 45-days from the date of Inyo providing notification of the change in Hourly Rate. For the purposes of this providing notice and acceptance of any change in Hourly Rate, the notices shall be in writing and either be made by or include Mono Administrative Officers of both Inyo and Mono Counties.



**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:** Health and Human Services, Behavioral Health Division

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Purchase of 12-passenger van for Adult Residential Facility

**DEPARTMENTAL RECOMMENDATION:** Request your Board authorize the purchase of a used, 2015 Ford Transit Van with 22,802 miles, from Bishop Ford in the amount of \$30,286.60, contingent upon the Board's adoption of the FY 15/16 Third Quarter Budget and authorize the Assistant County Administrator to sign all purchase documents.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Motor Pool sought bids for the purchase of a new, 2016, 12-passenger van from several vendors. Bishop Ford provided the only response. The local dealer is willing to order a new, 2016 Ford Transit Van; however, the bid response indicated the purchase needed to be made by 5/02/2016 which only gave us 6 working days to obtain approval. Bishop Ford also provided a bid for a used, 2015 Ford Transit Van with 22,802 miles for \$30,286.60 (with a new purchase price of \$38,515 not including tax and fees) that is on the lot and available now.

The van will be used at our Progress House, Licensed Adult Residential Facility. It will be the only vehicle at the facility and will be used for transporting residents to appointments, to do weekly grocery shopping and taking residents on local, day outings. The current 1992 Dodge van is not operable at this time due to faulty/broken parts that cannot be replaced. Motor Pool did an extensive search of vendors and auto repair companies and found that due to the age of the van, replacement parts are not available, making the van unusable for passengers.

Due to the time constraints of ordering the 2016 Ford Transit Van, and the cost savings, we would like to proceed with purchasing the 2015 Ford Transit Van.

This bid is consistent with the budgeted replacement cost. This vehicle is used at the County owned and operated Licensed Adult Residential Facility and falls outside of the Enterprise contract; however, it will be placed in the Motor Pool fleet and charged a per mile maintenance cost.

The vehicle being taken out of service will be sold at auction.

**ALTERNATIVES:** Your Board could choose not to purchase this vehicle at this time. However, Motor Pool personnel have evaluated the vehicle to be replaced and have determined that it meets or exceeds the Motor Pool Replacement Policy criteria.

**FINANCING:**

MHSA funds. This expense is budgeted in Mental Health (045200) in Vehicles (5655). No County General Funds.

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: <u>Yes</u> Date <u>05/03/2016</u>
ASSISTANT COUNTY ADMINISTRATOR	MOTORPOOL RELATED ITEMS: <i>(Must be reviewed and approved by the assistant county administrator prior to submission to the board clerk.)</i> Approved: <u>[Signature]</u> Date <u>5/3/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>[Signature]</u> Date <u>5/3/2016</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date <u>5-4-2016</u>

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 5-4-16  
 (Not to be signed until all approvals are received)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
14

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

**FROM:** HEALTH & HUMAN SERVICES – Jail Medical

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Request to Extend Temporary Employee Status for Jail Medical Oversight

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve an up to an additional six (6) months, not to exceed December 2, 2016, the temporary employee status of the Medical Doctor that provides the oversight of inmate health care in the Jail and Juvenile Center.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In December 2015 just prior to the closure of Southern Inyo Hospital (SIH), the Department necessarily terminated the contract with SIH for Jail medical services. Required services include those of a California-licensed physician and California-licensed Registered Nurses, all of whom participate in a 24-hour/365-day/year response to inmate health care needs in our adult and juvenile correctional facilities. Currently, in-house HHS nurses are providing the required nursing services under the oversight of Dr. James Richardson, a local physician who has previous extended experience providing medical oversight services in the Inyo County Jail. The Department has been working closely with Personnel staff and bargaining unit around next steps for nurse coverage at the Jail, but more time is needed to finalize a longer-term solution. Meanwhile, Dr. Richardson graciously has agreed to continue his temporary status, pending a final resolution to the issue of how medical services will be provided in the Jail and possible Juvenile Center.

**ALTERNATIVES:**

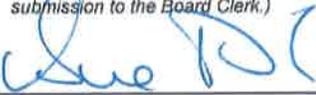
Board could decline to approve this request, leaving a lack of immediate coverage by a medical doctor for inmate health issues.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriff and Jail staff, Inyo County Probation

**FINANCING:**

This temporary salary is being paid by Health Realignment funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved:  _____ Date: <u>5/11/16</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 5-12-16  
 (Not to be signed until all approvals are received)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  15
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- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Approval of the contract for Community Care Licensing

**DEPARTMENTAL RECOMMENDATION:**

Request approval of the contract between the County of Inyo and the State of California Department of Social Services (CDSS) – Community Care Licensing Division for the provision of Family Child Care Licensing functions, for the period of July 1, 2016, through June 30, 2018, and authorized Jean Turner, Director of Health and Human Services, to sign, contingent upon the approval and adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Department of Health and Human Services houses a Child Care Licensing Program in its Children's Social Services Division. This is the State's standard contract for the provision of licensing services for Family Child Care with the California Department of Social Services (CDSS). This program implements, enforces, and complies with the California State laws, rules, regulations, standards, and policies pertaining to the licensing of Family Child Care homes pursuant to the California Code of Regulations Title 22, Division 12, Chapter 3; the California Health and Safety Code, California Child Care Act ; and the CDSS Community Care Licensing Division's Evaluator Manual.

The attached contract for the period beginning July 1, 2016, through June 30, 2018, will authorize Inyo County Health and Human Services to continue providing these program services. The contract is specific to the compliance with the cited rules, regulations, standards and policies and not for a specified dollar amount as CDSS issues an allocation for the provision of these services. The Department is respectfully requesting that your Board approve the contract and authorize the HHS Director to sign the contract.

**ALTERNATIVES:**

Licensing of Family Child Care Homes would be conducted by the California Department of Social Services' (CDSS) Community Care Licensing Division should the contract not be authorized. Other counties that use the State department for licensing services experience lengthy time delays in the provision of those services.

**OTHER AGENCY INVOLVEMENT:**

The licensing program works in coordination with the Child Care Connection (CCC), a resource and referral program administered through the Inyo County Superintendent of Schools. Staff members of both CCC and HHS Licensing provide support to local licensed child care providers and coordinate training as appropriate.

**FINANCING:**

Funding is available through State and Federal Allocations. This revenue will be recognized in the Social Services Budget (055800) in Object Codes Federal Public Assistance (4501) and State Public Assistance Admin (4421). Licensing fees are deposited into the Welfare Trust (505802) and then paid to the State with monthly reports. No County General Funds will be used for these services.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>02/26/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>yes</u> Date: <u>5/2/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 5-3-16  
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>16-Cnty-00548</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 California Department of Social Services  
 CONTRACTOR'S NAME  
 Inyo County Health and Human Services
- The term of this Agreement is: 7/1/2016 through 6/30/2018
- The maximum amount of this Agreement is: \$0.00  
 Zero Dollars and 00/100.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Inyo County Health and Human Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Turner, HHS Director/Welfare Director		
ADDRESS 162 Grove Street, Suite J, Bishop, CA 93514		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Social Services		<input checked="" type="checkbox"/> Exempt per: State Administrative Manual Section 1215
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Pearce, Chief, Contracts Bureau		
ADDRESS 744 P Street, M.S. 8-14-747, Sacramento, CA 95814		

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**DEFINITION:** The "Child Care Program Office" is defined to mean the California Department of Social Services (CDSS) Community Care Licensing Division's (CCLD) office responsible for child care licensing throughout the State.

- A. Contractor agrees to provide to the California Department of Social Services (CDSS) licensing functions as described herein:
1. Pursuant to the California Health and Safety Code Section 1596.82, Inyo County Health and Human Services is established as the entity responsible for performing CDSS' Family Child Care Home (FCCH) licensing functions within Inyo County.
  2. Implement, enforce and comply with all California State laws, rules, regulations, standards, and policies pertaining to the licensing of FCCHs pursuant to the:
    - a. California Code of Regulations (CCR) Title 22, Division 12, Chapter 3;
    - b. California Health and Safety Code, California Child Day Care Act; and
    - c. CDSS' CCLD Evaluator Manual.
  3. Ensure that staffing in its Licensing Program will be at a level consistent with the allocation and the current workload standard for full-time employees as specified in CDSS' County Fiscal Letter annually issued upon the release of the State Budget Act.
  4. Permit CDSS to inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to Contractor's FCCH licensing activities.
  5. CDSS' CCLD Evaluator Manual
    - a. Ensure that CDSS issued Evaluator Manuals are kept current and that all licensing memoranda, including a copy of this Agreement, are immediately provided to licensing staff.
    - b. Do not implement policies and procedures of its own which conflict with or in any way supersede CDSS' CCLD Evaluator Manual or any CDSS issued written policy and protocol directives.

**EXHIBIT A**  
**(Standard Agreement)**

- c. Perform the following CDSS' CCLD Evaluator Manual mandatory program activities:
  - (1) Process applications for licensure including pre-licensing on-site visits;
  - (2) Conduct periodic evaluations, including on-site and caseload management visits; and
  - (3) Conduct random and required annual visits.
6. Conduct complaint investigations as specified in CCLD's Evaluator Manual
  - a. Except as otherwise allowed in CDSS' CCLD Evaluator Manual, an on-site visit shall be made within ten calendar days in response to any complaint; and
  - b. Investigations shall include, but not be limited to, interviews of victims, suspects, and witnesses whenever necessary to establish if licensing violations have occurred.
7. Document all facility visits using the State LIC 809, "Facility Evaluation Report", and/or 9099, "Complaint Investigation Report".
8. Maintain a complaint log, which shall be available for review by CDSS' CCLD Child Care Program Office. Each complaint shall contain the following information:
  - a. Identity of the facility involved;
  - b. Complaint allegations;
  - c. Date complaint received;
  - d. Identity of Contractor's investigator;
  - e. Date complaint referred to Contractor's Investigation Unit, if applicable;
  - f. Date mandatory ten-day facility site visit due;
  - g. Date site visit made;
  - h. Resolution of each complaint allegation;

**EXHIBIT A**  
**(Standard Agreement)**

- i. Note that further investigation is required if the complaint cannot be resolved within 30 days after the initial site visit; and
    - j. Date the complaint investigation is reviewed and approved by Contractor Licensing Supervisor.
9. Perform a case assessment and initiate the appropriate course of action when:
  - a. A complaint is substantiated;
  - b. The licensee of a FCCH chronically fails to meet licensing requirements; or
  - c. The licensee is otherwise found to be non-compliant.
10. Seek legal and administrative remedies, which include, but are not limited to:
  - a. Complete the Statement of Facts package, with all documentation; and
  - b. Submit the case with the Contractor's recommendation to CDSS' CCLD Child Care Program Office.
11. Perform other activities including, but not limited to:
  - a. Participate in meetings and periodic Contractor reviews with CDSS' CCLD Child Care Program Office staff;
  - b. Cooperate in the development of corrective action plans; compilation, review and reporting data required for CDSS and local data systems;
  - c. Train licensing staff in the operation of the licensing program; and
  - d. Remit all licensing, and civil penalty fees collected to CDSS per Evaluator Manual sections 2-7000 and 3-1050.
12. Investigations
  - a. Conduct investigations and provide documentation as CDSS deems necessary in support of legal actions to be taken by CDSS to sustain the denial of licenses and/or to gather evidence in support of any action referred to CDSS to revoke or temporarily suspend any license. This includes, but is not limited to:

**EXHIBIT A**  
**(Standard Agreement)**

- (1) Provide assistance, upon reasonable notice, in serving subpoenas upon witnesses;
  - (2) Transport witnesses to the hearing location; and
  - (3) Provide assistance for any litigation in which CDSS is a party involving a FCCH licensed by the Contractor.
- b. Carry out the written determination made by CDSS in any matter regarding the issue, denial or revocation of a FCCH license.
- c. All protocols and procedures developed by the Contractor for identifying problems in FCCHs and for investigating complaints shall:
- (1) Meet the requirements of Section A, Contractor Responsibilities, Paragraph 2, Sub-paragraphs a., b., and c.;
  - (2) Be approved in advance by CDSS' CCLD Child Care Program Office; and
  - (3) Any changes to original protocols shall first be approved by CDSS' CCLD Child Care Program Office.

**13. Training**

- a. Ensure that all Contractor's licensing supervisors or designee shall annually attend 16 hours of training provided by CDSS' CCLD. Licensing supervisors shall ensure that field staff is trained in these areas. Times and locations for the training shall be agreed upon by CDSS and Contractor.
- b. Ensure that in addition to the 16 hours of annual training, all contractors' new licensing field staff shall complete the CDSS' CCLD Child Care Program Office mini-academy training modules.
  - (1) Mini-academy training modules shall be completed within two years of the effective date of the Agreement or within 24 months after employment, whichever is later.
  - (2) Times and locations for the training shall be agreed upon by CDSS and the contractor.

**EXHIBIT A**  
**(Standard Agreement)**

- c. The contractor shall provide the following training to be in compliance with Health and Safety Code Section 1596.87(a) through (c):
- (1) Thirty-six (36) hours of staff training per year reflecting the unique needs of children to include the following:
    - (a) Regulation administration;
    - (b) Communication skills;
    - (c) Writing skills; and
    - (d) Human relations skills.
  - (2) Provide new staff with comprehensive training, which at a minimum, shall include the following:
    - (a) Administrative action process;
    - (b) Client populations;
    - (c) Conducting facility visits;
    - (d) Cultural awareness;
    - (e) Documentation skills;
    - (f) Facility operations;
    - (g) Human relations skills;
    - (h) Interviewing techniques;
    - (i) Investigation processes; and
    - (j) Regulation administration.
- d. Training provided by either the County Liaison or other CCLD staff may be counted as meeting part of the 36-hour and/or new staff training requirements.

**EXHIBIT A  
(Standard Agreement)**

- e. At least 40 hours of pre-service training in child development or early childhood education to all new staff who have earned fewer than 16 semester units in child development or early childhood education from an accredited college.
- f. Ensure that staff complete the mandated training; and, upon request, advise CDSS how the training requirements are being met.

**14. Meetings**

- a. Ensure that appropriate staff attend CDSS' CCLD Child Care Program Office sponsored FCCH licensing supervisor meetings or conference calls at a time and location agreed upon by CDSS and contractor.

**B. CDSS Child Care Program Office agrees to provide the following services as described herein:**

- 1. Pursuant to the California Health and Safety Code Section 1596.82, CDSS is established as the entity responsible for the oversight of CDSS' FCCH licensing functions within Inyo County.

**2. Monitoring**

- a. Review, monitor and approve Contractor's fiscal expenditures to ensure compliance with this Agreement.
- b. Monitor and evaluate Contractor's compliance with the terms of this Agreement and request modification(s) to this Agreement as appropriate.
- c. CDSS may periodically conduct system reviews and provide technical assistance when needed.

**3. Training**

- a. Provide a training program for Contractor's FCCH licensing staff to include the following:
  - (1) Sixteen (16) hours of training to be presented annually for all Contractor licensing supervisors or designees.

**EXHIBIT A  
(Standard Agreement)**

- (2) Training given by either the County Liaison or other CCLD staff may consist of classroom settings, conference calls, electronic mail, mailings, legal consultation, and licensing meetings.
- b. Mini-academy training modules shall be presented to new staff within 24 months after employment. The mini-academy training modules shall include:
- (1) A selection of existing modules used by the CDSS' CCLD Central Training Unit to train CCLD field staff;
  - (2) Criteria deemed mandatory by CDSS' CCLD Deputy Director for all FCCH licensing analysts.
  - (3) Times and locations for training presented by CDSS' CCLD Child Care Program Office or other CCLD staff shall be agreed upon by CDSS and Contractor.
4. Meetings
- a. CDSS shall organize regional meetings for Contractor's FCCH licensing supervisors to be held at a minimum of every six months. The meetings may be conducted by conference calls and shall include, but not be limited to:
    - (1) Updates and instructions on new legislation, regulations, policies and procedures; and
    - (2) Technical assistance.
- C. The project representatives during the term of this agreement will be:

CDSS

Name: Owen Dudley  
Phone: (916) 651-0266

Inyo County, Department of Health and Human Services

Name: Marilyn Mann  
Phone: (760) 872-1727

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2016/17	\$0.00
2017/18	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
3. Reimbursement for necessary travel expenses and per diem shall be made from funds within this Agreement and shall be set in accordance with the rates of the California Department of Human Resources for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
4. Invoices shall include the Agreement Number 16-Cnty-00548 and Index Code 3810 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Division Administrative Support  
744 P Street, MS 9-16-50  
Sacramento, CA 95814  
Attn: Shena Gomes

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. For Contracts with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**EXHIBIT B  
(Standard Agreement)**

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

**G. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 8-14-747  
Sacramento, CA 95814  
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. Debarment and Suspension**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

**EXHIBIT D  
(Standard Agreement)**

**D. Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**E. Computer Software Copyrights**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**F. OMB Audit**

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

**EXHIBIT D  
(Standard Agreement)**

**G. Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**H. Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**A. Incompatible Activities**

No person in the County Licensing Program shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his/her duties as a licensing worker or County employee with the duties, functions or responsibilities of the licensing program or the County as outlined in the section entitled "Conduct and Discipline" and "Conflict of Interest" of the California Department of Social Services Administrative Manual, Personnel Handbook.

1. The County shall not license a family child care home if the licensee, applicant, or spouse thereof, is employed by the County's Child Welfare Services Division. The County shall refer all cases to the regional office for licensure by the State.

**B. Confidentiality Requirements**

The CDSS and County staff will comply with the provisions of Welfare and Institutions Code Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this contract will be kept confidential. The CDSS and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and CDSS office will maintain their own confidentiality regulations and guidelines shall be made known to all employees. The CDSS and County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

**C. Criminal Record Clearance**

County director or his/her designee shall request a criminal record clearance, from the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), for all county employees or volunteers, performing licensing regulatory duties, who have frequent and routine contact with children or who have access to licensing files. The criminal record clearance information shall be delivered to the county. Criminal record clearance requests will include subsequent notification service that is to be delivered to the county. If it is found that the employee or volunteer has

**EXHIBIT E**  
**(Standard Agreement)**

been convicted of a crime, other than a minor traffic violation, the county director or his/her designees shall determine whether there is substantial and convincing evidence to support a reasonable belief that the employee or volunteer is of good character so as to justify frequent and routine contact with children or have access to the confidential information in licensing files. The county will be responsible or notifying CDSS of the designated person managing the criminal record checks.



**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

110

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 17, 2016

SUBJECT: Approval of the Plans and Specifications for the Inyo County/City of Bishop Slurry Seal Project

**DEPARTMENTAL RECOMMENDATIONS:** Request your Board 1) approve the plans and specifications for the Inyo County/City of Bishop Slurry Seal Project; 2) authorize the Road Department to advertise and bid the project

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In keeping with the Pavement Management System, the Road Department has chosen to slurry seal the following roads; Polaris Circle, Altair Circle, Apollo Circle, Arcturus Circle and a portion of Starlite Drive. To keep costs as low as possible, the County is teaming up with the City of Bishop, who also has roads in need of maintenance, to slurry/seal these roads as well as their roads while keeping costs at a minimum. The County will administer the contract, but the City of Bishop will pay for their portion of the work separately from the County's portion.

**ALTERNATIVES:**

The Board could choose not to approve the plans and specifications and not perform maintenance on these roads.

**OTHER AGENCY INVOLVEMENT:**

County counsel, the auditor, and the risk manager must review and sign the contract.

**FINANCING:** The cost of the contract will be paid through budget unit 034600, object code 5265 Road Maintenance.

**APPROVALS**

COUNTY COUNSEL:

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

Approved: Yes Date 2/17/16

AUDITOR/CONTROLLER

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

Approved: yes Date 5/4/2016

PERSONNEL DIRECTOR

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

Approved: \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

[Signature]

Date: 5/4/16



**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:** May 17, 2016

**SUBJECT:** Amendment No. 9 to the Master Agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services related to design services at Bishop Airport for the Passenger Traffic Study Phase II.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your Board approve Amendment #9 to the Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services by increasing the contract amount by \$38,960 for a total contract amount not to exceed \$1,635,340, and amending the Scope of Work to include additional tasks required for design services of the Bishop Airport Traffic Study Phase II, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:** (N/A)

**SUMMARY DISCUSSION:**

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following eight (8) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.
8. Lone Pine Airport – Airfield Lighting Project.

WEC has been working to complete Amendment No. 1, the Airport Layout Plan (ALP) for the Bishop Airport. In preparing the ALP, WEC and County staff have been evaluating the requirements and necessary actions to provide commercial air service at the Bishop Airport. This has included a number of meetings with the manager of the FAA's Western Region. Staff believes we have a good handle on the physical requirements for the commercial air service. However, one of the things necessary to further evaluate the possibility of such service is a Passenger Traffic Survey and Passenger Traffic Forecasts.

The scope of work for the survey has been broken into two phases. The initial phase, which consisted of meeting with several airlines to discuss market data and get their take on current and future commercial air service to the Eastern Sierra, was completed in March of 2016. We are now recommending that the Phase II be authorized. Phase II would consist of the following Tasks:



**AMENDMENT NO. 9**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Wadell Engineering Corporation**  
**For**  
**On-Call Airport Engineering and Planning Services**

**BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE II**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

**WHEREAS**, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, six hundred thirty five thousand, three hundred forty dollars and no cents (\$1,635,340.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Passenger Traffic Study Phase 2, as described in Wadell Engineering Corporation’s proposal entitled *Scope of Work, Bishop Airport – Passenger Traffic Study Phase 2*, which is included as Attachment A-9 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-9 to the Contract shall be the lump-sum, fixed-price fee of \$38,960.

The effective date of this amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NO. 9**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Wadell Engineering Corporation**  
**For**  
**On-Call Airport Engineering and Planning Services**

**BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE II**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification Number:

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
94-2250346

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
 FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING  
 SERVICES**

**BISHOP AIRPORT  
 PASSENGER TRAFFIC STUDY PHASE II**

**TERM:**  
**FROM: June 18, 2013 TO: December 30, 2018**

**SCOPE OF WORK:**

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Bishop Airport – Passenger Traffic Study Phase II**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation’s proposal entitled SCOPE OF WORK, Bishop Airport – Passenger Traffic Study, which is included in this Attachment A-9.

**SCOPE OF WORK  
 BISHOP AIRPORT  
 PASSENGER TRAFFIC STUDY PHASE II**

**Background**

Mammoth Mountain, located 42 miles northwest of the city of Bishop, attracts more than 1.4 million skiers each year and ranks among the top 10 ski resorts in North America, according to Forbes Magazine’s 2015 survey. In addition, the town of Mammoth Lakes and the other nearby towns in the Eastern Sierra region are within an hour drive from Yosemite’s eastern gate at Tioga Pass.

Despite its popularity as a winter and summer resort destination, the Eastern Sierra region has limited commercial airline service. In December 2008, Alaska Airlines’ regional affiliate, Horizon Air, began scheduled airline service at Mammoth Yosemite Airport (Mammoth) to Los Angeles International Airport, the first commercial airline service since 1993. Since then, Horizon has provided limited seasonal service from Mammoth to Las Vegas (began in January 2015), Reno, San Diego, and San Jose.

In December 2010, United Airlines’ regional affiliate, Skywest Airlines, began scheduled airline service at Mammoth to its hub at San Francisco International Airport and later added limited seasonal service to Denver and Orange County.

The limited commercial passenger airline service at Mammoth reflects a number of factors, including:

- A 7,000 foot runway that is not long enough to support narrow body aircraft operations.
- An elevation of 7,135 feet that creates operational challenges in winter and summer—in winter, strong winds result in flight delays and cancellations; in summer, high temperatures require additional runway length and reduced aircraft loads.
- Environmental concerns about local protected wildlife and proximity to the rivers and lakes in the region.

In comparison, Bishop’s airport has three runways, with the longest measuring 7,498 feet. At an elevation of 4,124 feet, Bishop’s airport is located in an open valley and is unlikely to face the same operating challenges as Mammoth. In addition, environmental issues with regard to plant or wildlife are not as prevalent at Bishop, according to Inyo County representatives.

In 2000, the Federal Aviation Administration awarded a \$29 million grant to Mammoth to lengthen and widen the runway in order to accommodate narrow body aircraft such as the B757 and issued a finding of no significant impact with regard to environmental issues. The FAA's finding was challenged by the California State Attorney General, State and federal fish and game agencies, and various environmental groups. As a result, in 2001, the FAA announced that its finding was not a final decision and did not approve a revised airport layout plan or any FAA funding for airport expansion. Since then, various studies have been undertaken and completed, including a revised Airport Layout Plan (developed using the Q400 as the design aircraft) which received "conditional approval" from the FAA in 2014.

The issue of whether commercial airline service for the Eastern Sierra region should be provided at Bishop's airport has been raised in public debate and presented as an alternative in the environmental impact studies prepared for Mammoth. However, since commercial airline service is currently provided at Mammoth, evaluations of passenger traffic at Bishop have not been conducted.

### **Proposed Scope of Services**

The Study will be a passenger traffic study to estimate the potential for commercial passenger airline service at the Bishop Airport and for the Eastern Sierra region as a whole. The study will be in two phases:

- Phase 1 - a survey of selected airlines, and (Completed March 2016)
- Phase 2 - preparation of commercial passenger airline forecasts.

### ***Phase 2: Preparation of Commercial Passenger Airline Forecasts***

#### ***Passenger Traffic Forecasts for FAA Approval***

Passenger traffic forecasts prepared in support of airport plans that require FAA approval "should reflect the underlying causal relationships that drive aviation activity", according to published FAA guidance. Therefore, a forecast prepared for an airport in the Eastern Sierra region must include an evaluation of the visitor traffic base (i.e., skiers to Mammoth Mountain, visitors to Yosemite, Eastern Slope recreation (rock climbing, fishing), etc.) as well as socioeconomic data for the residents in the region. A forecast based solely on the potential for new airline service would have to be accompanied by a letter of intent from each airline.

In addition, to receive FAA approval, the planning forecasts must be consistent with the most recent FAA Terminal Area Forecast (TAF) for an airport. Planning forecasts are consistent with the FAA TAF if they "differ by less than 10 percent in the 5-year forecast period, and 15 percent in the 10-year forecast period", as stipulated in the FAA forecast guidance. The FAA 2014 TAF for Bishop Airport does not include enplaned passenger forecasts; therefore, the TAF comparison would likely have to be based on the TAF for Mammoth as a measure of regional demand, although that would need to be confirmed with the FAA.

The following tasks reflect the key steps required for forecasting per FAA guidance.

#### ***Task 2.1—Review Existing Aviation Demand Forecasts***

As an initial step in the forecasting process, existing forecasts prepared for Bishop and Mammoth will be reviewed, including:

- A comparison of actual and forecast passengers and aircraft operations.
- A review of the underlying assumptions supporting the forecasts, such as projections of visitors, hotel capacity, and socioeconomic factors.
- A review of the underlying forecast assumptions, such as actual versus forecast passenger load factor (percent of seats occupied) and average seats per operation.

The purpose of Task 1 is to evaluate what factors contributed to and/or detracted from the realization of existing forecasts and to identify changes in the industry that have occurred since the forecasts were prepared.

***Task 2.2—Review Economic Trends***

Historical and projected economic growth trends for Inyo and Mono counties will be compiled and analyzed as a basis for the annual forecasts, including data for population, employment, and personal income. To the extent possible, regional and State economic projections will be used.

***Task 2.3—Review Tourism Trends***

Historical (and projected, if available) tourism trends will be compiled and analyzed as a basis for the annual forecasts, including trends for:

- Mammoth Mountain ski visitors
- Yosemite visitors, particularly those entering through Tioga Pass
- Eastern Slope recreation (rock climbing, fishing)
- Resident travel
- Hotel rooms
- Tourism infrastructure investment

Many of these data may have been collected in Phase 1 as part of Task 1.1. However, for the purposes of obtaining FAA approval, these data must be summarized in the forecast report.

***Task 2.4—Review Historical Aviation Trends***

Historical aviation trends for the airports in Mammoth and Bishop will be compiled and analyzed as a basis for the annual forecasts, including:

- Enplaned passengers
- Aircraft operations (commercial airline, corporate aviation, general aviation, and military)
- Scheduled seats published by OAG Aviation Worldwide Ltd
- Origin and destinations of activity to evaluate routes
- Monthly trends to evaluate seasonality
- Passenger load factors
- Based aircraft

***Task 2.5—Prepare Short-Term Annual Forecasts***

Using a “bottom-up” approach, short-term annual forecasts of passengers and aircraft operations would be developed by city-pair market for the first two years of commercial airline service based on:

- Airline input obtained in Phase 1
- Published airline schedules from OAG Aviation Worldwide Ltd
- Origin-destination (O&D) and airfares from airline bookings data from OAG Traffic Analyser
- Visitor data reported by Mammoth Mountain, Yosemite, and regional tourism agencies
- Airline network strategies and aircraft fleets, as available from published sources and/or individual airlines

The objective of Task 2.5 is to evaluate and forecast the short-term potential for new airline service by city-pair market.

***Task 2.6—Prepare Long-Term Annual Forecasts***

In Task 2.6, one forecast scenario (a baseline or probable forecast) of enplaned passengers and aircraft operations would be developed for a 20-year period based on the aviation activity summarized in the previous tasks and professional judgment, as well as :

- Independent projections of economic and aviation drivers, if available.
- Review of similar ski resort markets.

- Development of key forecast assumptions for passenger load factors, average seats per operation, and operations per based aircraft.

***Task 2.7—Prepare Peak Hour Forecasts***

Peak hour estimates and forecasts would be developed using the average day of the peak month (ADPM) methodology, published airline schedules, and assumptions for load factors.

***Task 2.8—Documentation and Coordination***

A technical report documenting the forecast assumptions and results would be prepared and submitted electronically in pdf format. We will prepare one draft and final report that incorporates comments from Inyo County.

All County of Inyo briefings will be by telephone conference call, except one presentation will be held in Inyo County. Any additional meetings beyond the one will need prior authorization and additional budget for labor and travel.

**SCHEDULE OF SERVICES:**

The contractor is allowed 120 calendar days for performance of the work.

**COMPENSATION:**

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Thirty Eight Thousand Nine Hundred Sixty Dollars and no cents (\$38,960.00) for the Bishop Airport - Passenger Traffic Study Phase 2. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during this project work.

END OF DOCUMENT



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
AGENDA NUMBER
18

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Amendment No. 10 to the Master Agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services related to design services at Independence Airport for the Construction Support Services of Runway 14-32 Pavement Crack Repair, Sealing and Marking Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your Board approve Amendment #10 to the Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services by increasing the contract amount by \$53,785 for a total contract amount not to exceed \$1,689,125, and amending the Scope of Work to include additional tasks required for engineering services for the design services at Independence Airport for the Construction Support Services of Runway 14-32 Pavement Crack Repair, Sealing and Marking Project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:** (N/A)

**SUMMARY DISCUSSION:**

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following nine (9) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.

Your Board has awarded a construction contract to Pavement Coating Company for Amendment No. 6, the Independence Airport Runway 14-32 Pavement Crack Repairs, Pavement Sealing and Marking Project. WEC as the designer will need to provide part time construction support for the project in conjunction with County Staff in order to ensure all FAA project management requirements and design parameters are met.

Currently, 90% of WEC construction support costs are provided for in the current FAA AIP Grant. Public Works will also be applying for a matching grant from Caltrans, Calif. Division of Aeronautics (CDA) California Aid To Airports Program (CAAP) for 4.5% of the total project costs.

Amendment No. 10 will be funded through the Public Works Department Budget Unit 150504, Independence Airport Improvement and will utilize the following object codes for expenditures and revenues as shown below:

<i>Funding Source</i>	<i>Expenditure Object Code</i>	<i>Revenue Object Code</i>
FAA Grants	5700	4555
CDA Matching Grants	5700	4498
County	5700	4998

**ALTERNATIVES:**

Your Board could choose not to approve Amendment No. 10 to provide Construction Support Services for the Independence Airport - Runway 14-32 Pavement Crack Repairs, Pavement Sealing and Marking Project. This is not recommended as these specialized services are needed and are 90% funded by the FAA.

**OTHER AGENCY INVOLVEMENT:**

The Auditor's Office  
 County Counsel  
 FAA

**FINANCING:**

Up to 90% of the total project design cost for Amendment No. 10 will be reimbursed by the FAA grant, and up to 4.5% will be reimbursed by expected Calif. Division of Aeronautics (CDA) grants. The remaining costs will be funded by a local match from the Public Works Department Budget Unit 150504 Independence Airport Improvement. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made.

<b>APPROVALS</b>	
COUNTY COUNSEL:	<p>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.)</p> <p> Approved: <u>Yes</u> Date <u>5/5/14</u></p>
AUDITOR/CONTROLLER	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p> Approved: <u>yes</u> Date <u>5/5/2014</u></p>
PERSONNEL DIRECTOR	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 5/6/14

**AMENDMENT NO. 10  
TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**INDEPENDENCE AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Runway 14-32 Pavement Crack Repair, Sealing and Marking Project)**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, six hundred eighty-nine thousand, one hundred twenty five dollars and no cents (\$1,689,125.00) (hereinafter referred to as "Contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for Construction Support Services for the Independence Airport - Runway 14-32 Pavement Crack Repair, Sealing and Marking Project, as described in Wadell Engineering Corporation's proposal entitled *Scope of Work, Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project Construction Support Services*, which is included in Attachment A-10 to the Contract.
3. Wadell Engineering Corporation's fee for the scope of work described in Attachment A-10 to the Contract shall be the lump-sum, fixed-price fee of \$53,785.

The effective date of this amendment to the Agreement is .

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

**AMENDMENT NO. 10  
TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**INDEPENDENCE AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Runway 14-32 Pavement Crack Repair, Sealing and Marking Project)**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

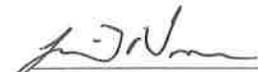
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification Number:

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
94-2250346

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING  
SERVICES**

**INDEPENDENCE AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Runway 14-32 Pavement Crack Repair, Sealing and Marking Project)**

**TERM:**  
**FROM:** June 18, 2013      **TO:** December 30, 2018

**SCOPE OF WORK:**

The scope of work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for Construction Support Services for the Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project - Construction Support Services, which is included in this Attachment A-10.

**SCOPE OF WORK  
INDEPENDENCE AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Runway 14-32 Pavement Crack Repair, Sealing and Marking Project)  
AIP #3-06-0108-007-2015**

**SCOPE OF SERVICES:**

The CONSULTANT will provide part time construction observation and contract administration services for the Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications. Up to 15 days of geotechnical construction observation will be provided during paving and sealing activities. The OWNER will provide day to day periodic site visits to observe construction utilizing OWNER engineers/inspectors. Under direction and guidance from CONSULTANT, OWNER shall perform all on site wage rate interviews and collect and evaluate certified payrolls for compliance, and will prepare all weekly reports for submittal to the FAA. The CONSULTANT will incorporate OWNER reporting as appropriate in the final project documents.

The CONSULTANT services include assisting the OWNER in the filing of NOTAMS as needed, filing and processing FAA 7460-1 forms as needed, organization and attendance at the preconstruction conference, preparation of preconstruction meeting minutes, review of contractor construction management program, coordinating the notice to proceed, review and processing of contractor submittals and requests for information, on-site construction observation during critical work periods, office support during construction, review and acceptance of contractor work schedule, review of contractor work relative to plans and specifications, review of quantities and payment requests, field order and change order processing, pre-final construction punch list during a site visit, final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities. The Consultant is a design professional firm that provides no construction or building services.

**SCHEDULE OF SERVICES:**

The construction contractor is allowed 90 calendar days for performance of the work. The Construction Support Services shall be undertaken after receipt of the executed consultant contract amendment and shall continue until 60 days after final inspection and closeout of the construction contract by the OWNER.

**COMPENSATION:**

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Fifty Three Thousand Seven Hundred Eighty Five Dollars and no cents (\$53,785.00) for the Construction Support Services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during the construction phase.

END OF DOCUMENT



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

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

For Clerk's Use Only:
AGENDA NUMBER
19

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Amendment No. 11 to the Master Agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services related to design services at Bishop Airport for the Construction Support Services of Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your Board approve Amendment #11 to the Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services by increasing the contract amount by \$86,818 for a total contract amount not to exceed \$1,775,943, and amending the Scope of Work to include additional tasks required for engineering services for the design services at Bishop Airport for the Construction Support Services of Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:** (N/A)

**SUMMARY DISCUSSION:**

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following ten (10) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.
8. Lone Pine Airport – Airfield Lighting Project.
9. Bishop Airport – Passenger Traffic Study, Phase II.
10. Independence Airport – Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.

Your Board has awarded a construction contract to Pave-Tech, Inc. for Amendment No. 5, the Bishop Airport Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project. WEC as the designer will need to provide part time construction support for the project in conjunction with County Staff in order to ensure all FAA project management requirements and design parameters are met.

Currently, 90% of WEC construction support costs are provided for in the current FAA AIP Grant. Public Works will also be applying for a matching grant from Caltrans, Calif. Division of Aeronautics (CDA) California Aid To Airports Program (CAAP) for 4.5% of the total project costs.

Amendment No. 11 will be funded through the Public Works Department Budget Unit 630303, Bishop Airport Improvement and will utilize the following object codes for expenditures and revenues as shown below:

<i>Funding Source</i>	<i>Expenditure Object Code</i>	<i>Revenue Object Code</i>
FAA Grants	5265	4555
CDA Matching Grants	5265	4498
County	5265	4998

**ALTERNATIVES:**

Your Board could choose not to approve Amendment No. 11 to provide Construction Support Services of Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project. This is not recommended as these specialized services are needed and are 90% funded by the FAA.

**OTHER AGENCY INVOLVEMENT:**

The Auditor's Office  
 County Counsel  
 FAA

**FINANCING:**

Up to 90% of the total project design cost for Amendment No. 11 will be reimbursed by the FAA grant, and up to 4.5% will be reimbursed by expected Calif. Division of Aeronautics (CDA) grants. The remaining costs will be funded by a local match from the Public Works Department Budget Unit 630303, Bishop Airport Improvement. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made.

<b>APPROVALS</b>	
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>5/5/16</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>5/5/2016</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: 5/6/14

**AMENDMENT NO. 11  
TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**BISHOP AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking,  
And Terminal Area Security Fencing Project)**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

**WHEREAS**, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, seven hundred seventy five thousand, nine hundred forty three dollars and no cents (\$1,775,943.00) (hereinafter referred to as "Contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for Construction Support Services for the Bishop Airport - Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing as described in Wadell Engineering Corporation's proposal entitled *Scope of Work, Bishop Airport - Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, And Terminal Area Security Fencing Project Construction Support Services*, which is included in Attachment A-11 to the Contract.
3. Wadell Engineering Corporation's fee for the scope of work described in Attachment A-11 to the Contract shall be the lump-sum, fixed-price fee of \$86,818.00.

The effective date of this amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NO. 11  
TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**BISHOP AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking,  
And Terminal Area Security Fencing Project)**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification Number:

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
94-2250346

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Wadell Engineering Corporation  
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING  
SERVICES**

**BISHOP AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking,  
And Terminal Area Security Fencing Project)**

**TERM:**  
**FROM:** June 18, 2013      **TO:** December 30, 2018

**SCOPE OF WORK:**

The scope of work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for Construction Support Services for the Bishop Airport - Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Bishop Airport - Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project - Construction Support Services, which is included in this Attachment A-11.

**SCOPE OF WORK  
BISHOP AIRPORT  
CONSTRUCTION SUPPORT SERVICES  
(Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking,  
And Terminal Area Security Fencing Project)  
AIP Project No. 3-06-0024-017-2015**

**SCOPE OF SERVICES:**

The CONSULTANT will provide part time construction observation and contract administration services for the Bishop Airport - Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, And Terminal Area Security Fencing Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications. Up to 20 days of geotechnical construction observation will be provided during crack repair, paving and sealing activities. The OWNER will provide day to day periodic site visits to observe construction utilizing OWNER engineers/inspectors. Under direction and guidance from CONSULTANT, OWNER shall perform all on site wage rate interviews and collect and evaluate certified payrolls for compliance, and will prepare all weekly reports for submittal to the FAA. The CONSULTANT will incorporate OWNER reporting as appropriate in the final project documents.

The CONSULTANT services include assisting the OWNER in the filing of NOTAMS as needed, filing and processing FAA 7460-1 forms as needed, organization and attendance at the preconstruction conference, preparation of preconstruction meeting minutes, review of contractor construction management program, coordinating the notice to proceed, review and processing of contractor submittals and requests for information, on-site construction observation during critical work periods, office support during construction, review and acceptance of contractor work schedule, review of contractor work relative to plans and specifications, review of quantities and payment requests, field order and change order processing, pre-final construction punch list during a site visit, final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities. The Consultant is a design professional firm that provides no construction or building services.

**SCHEDULE OF SERVICES:**

The construction contractor is allowed 120 calendar days for performance of the work. The Construction Support Services shall be undertaken after receipt of the executed consultant contract amendment and shall continue until 60 days after final inspection and closeout of the construction contract by the OWNER.

**COMPENSATION:**

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Eighty Six Thousand Eight Hundred Eighteen Dollars and no cents (\$86,818.00) for the Construction Support Services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during the construction phase.

END OF DOCUMENT



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only  
**AGENDA NUMBER**  
20

Consent  Departmental  Correspondence Action  Public Hearing  
 Closed Session  Informational

**FROM:** HEALTH & HUMAN SERVICES – Emergency Medical Services

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Emergency Medical Services

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board accept the recommendations of the review panel for the Emergency Medical Services (EMS) Request for Proposals (RFP) regarding the recommended ambulance provider selections from among those who responded to the RFP for the five Inyo County Exclusive Operating Areas (EOAs), as listed below; and authorize the HHS Director to send your recommendations to the Inland Counties Emergency Medical Agency (ICEMA) Governing Board.

- EOA 1 (Bishop) – Symons Emergency Specialties
- EOA 4 (Lone Pine) – Lone Pine Volunteer Fire Department
- EOA 5 (Olancho) – no respondents
- EOA 6 (Little Lake) – no respondents
- EOA 7 (Panamint Valley) – no respondents

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Under a Joint Powers Agreement (JPA) with Mono and San Bernardino Counties, Inyo's "local emergency medical services (EMS) agency" is the Inland Counties Emergency Medical Authority (ICEMA). ICEMA's governing board is the San Bernardino County Board of Supervisors. ICEMA staff ensures compliance with requirements from the California Emergency Medical Services Authority (EMSA) and provides oversight of ambulance services in Inyo County. The JPA states in Section 5.03(d) "...staff of the county in which the exclusive operating area is located shall actively participate in the selection process. Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board."

Current contracts for certain EOAs are expiring and a Request for Proposal (RFP) process was released and the following providers applied for the different areas:

- EOA 1 (Bishop): Symons Emergency Specialties
- EOA 4 (Lone Pine): Lone Pine Volunteer Fire Department
- EOA 5 (Olancho): none
- EOA 6 (Little Lake): none
- EOA 7 (Panamint Valley): none

A committee was chosen by the Inyo County CAO and HHS Director to review the submitted proposals and bring forward a recommendation for each of the EOAs. The committee met on Friday April 29<sup>th</sup> and reviewed the submitted proposals and scored each one using the RFP scoring points. Using that scoring, their recommendations for the providers are:

- EOA 1 (Bishop): Symons Emergency Specialties
- EOA 4 (Lone Pine): Lone Pine Volunteer Fire Department
- EOA 5 (Olancho): will be covered through mutual aid
- EOA 6 (Little Lake): will be covered through mutual aid

EOA 7 (Panamint Valley): will be covered through mutual aid  
 Using this information, the committee is requesting that you confirm their recommendations and ask the ICEMA Governing Board to enter into contracts with the selected providers.

**ALTERNATIVES:**

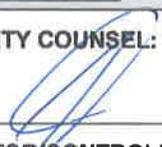
Board could choose a different recommendation to San Bernardino County Board of Supervisors.

**OTHER AGENCY INVOLVEMENT:**

ICEMA, local ambulance providers, Mono County, San Bernardino County, California EMS Authority

**FINANCING:**

There is no funding involved in this action.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>05/03/2016</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 5-3-16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  21
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Rick Benson/ Nancy Masters  
Assistant County Administrator/Library Director

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Library Automation Plan

**DEPARTMENTAL RECOMMENDATION:**

It is recommended that your Board a) consider, provide direction for revisions and conditionally approve the automation plan submitted by staff and b) authorize staff to explore an alternative from Backstage Library Works a vendor specializing in library digitalization and c) approve expenditures not to exceed \$5,000 to allow for an on-site review of the Inyo Library System by the potential contractor.

**SUMMARY DISCUSSION:**

At your meeting of April 26, 2016 your Board directed that, in lieu of hiring an outside consultant, the Library Director and Assistant CAO bring a plan to complete the automation of the library system. It was stressed that the plan include a clearly identifiable completion date and that options be presented which include the utilization of existing staff and, when appropriate, volunteers.

*Internal Plan*

Attached for your review is the plan developed by staff. Highlights of the plan include a completion date for systemwide automation of October 2017. Phase I of the plan calls for completion of automation of the Bishop Branch no later than January 1, 2017.

Resources to implement the plan include utilizing an outside service provider which has already been funded in the existing budget. While additional equipment is required to complete automation, funding for the equipment has been included in the third quarter revision of the FY 15-16 budget. The final cost component is to hire a temporary part-time Librarian I to be dedicated to the automation process.

There are several options to enhance the efforts included in the plan. If the County can acquire the services of qualified volunteers the conversion of records necessary to complete automation can be accelerated and the mission can be accomplished at less cost. Finding the right individuals who possess the skills and/or have the appropriate experience while at the same time are willing to make a significant time commitment to the County will be challenging, therefore, the plan does not rely on volunteer staffing.

The attached plan also calls for closing of branches two days per month. Additional closings would accelerate the conversion process but doing so could significantly inconvenience patrons who rely on the library.

*Outside Vendor*

Just prior to the submittal of the agenda item, staff was put in contact with Backstage Library Works, a company specializing in all facets of library digitalization. Initial discussions with the company are promising, however, it is unknown if the company can provide the needed services at a reasonable cost. Based on discussions, the firm may provide on-site support to assist in fully developing the materials for full conversion.

During our initial discussion, representatives of the company indicated that nearly full conversion for the entire system could, conceivably, be completed in a matter of weeks as opposed to a much longer timeframe required to implement the internal plan. Given that possibility, we believe it is warranted to continue discussions with the firm.

Therefore, it is recommended that your Board authorize staff to pursue an alternative from this outside vendor. In order to do so, it may be necessary for an on-site visit at the County's expense. It is requested that up to \$5,000 be authorized by your Board to be spent in determining if this is, indeed, a viable option.

If the alternative is not feasible or cost-effective staff requests your Board's approval to move forward with the internal plan. However, if the alternative is found by staff to be in the County's best interest, a proposal and contract will be submitted to your Board for consideration at the June 7, 2016 meeting.

Staff is prepared to move forward with the internal plan as outlined or, if directed, alter the plan and timeline to accommodate the priorities as set by your Board.

**ALTERNATIVES:**

Your Board could direct staff to continue the automation process on the current course.

Several options have been identified within the proposed internal plan. Your Board could direct staff to revise and resubmit the plan or provide direction for desirable changes. You could also consider engaging a consultant to review the plan and make additional recommendations.

**FINANCING:**

Additional costs of approximately \$35,000 over two fiscal years for additional staffing have been identified within the plan. If approved, these additional costs would be included in the FY 16-17 and subsequent proposed budget.

If approved by your Board, expenditures not to exceed \$5,000 would allow for exploration of alternatively using an outside vendor.

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

**DEPARTMENT HEAD SIGNATURE:**

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

*Richard J. Benson*

Date: 4/12/16



## Library Automation Plan

### Objective

Automate the Inyo County Library system by a date certain.

### Definition of Automation

Automation includes, but is not limited to, the following:

1. Having all circulating volumes recorded in a computerized database, accessible by the public with little or no assistance from library staff.
  - a. Said database will include description of the volume, location, record number etc.
  - b. Said database will be accessible online as well as within the library.
  - c. Said database will provide information regarding availability.
2. Establish a database accessible by library staff which will include a record of who has checked out a volume.
3. Having a barcode placed in all circulating volumes in order to facilitate checking out of books through a scanner system.
4. Providing patrons with a scannable library card to facilitate checking out of books through a scanner system.
5. Maintaining all patron records in a computerized database accessible only by library staff. Patron records include name, address, phone number etc. and a record of any overdue volumes.

### Recommended Resources

1. Volunteers
  - a. To assist in cataloguing
  - b. To provide desk coverage while regular staff works on entering volumes into the electronic system.
2. Additional Paid Staff
3. Outside Services
  - a. Marcive (bibliographic data services company)
4. Equipment & Materials
  - a. Barcode readers
  - b. Computer Workstations
  - c. New Library Cards
  - d. Item Barcodes
  - e. Printer
  - f. Barcode roll dispenser
5. Time

### Limiting Factors

1. Availability of qualified staff
2. Availability of qualified volunteers \*
3. Capacity of outside service provider
4. Workstations
5. Dedicated Time

‘\*’ In order to be able to provide assistance to the library staff a volunteer or volunteers for this project must possess skills and knowledge which will allow them to either quickly learn the specifics of the cataloguing process or, if they are to backfill for regular staff they should possess a working knowledge of the library’s functions and be service-oriented.

### Narrative

The Library Director has reviewed different options and has made a recommendation allowing for full conversion by October, 2017. This plan may be adjusted as needed, depending on circumstances.

The major task required to complete the automation process is to enter all circulating volumes into the database. There are an estimated 22,800 volumes which must be included in the system. This can be accomplished internally in concert with utilizing the services of an outside vendor.

### Recommended Plan

The proposed plan includes utilizing the services of Marcive, a bibliographic data services company. Marcive has already been engaged and is currently adding to the database. The company has a maximum capacity to process approximately 500 volumes per month. As this is a very limited field, securing the services of another processor is not feasible.

### *Phase I*

Phase 1 would first complete the conversion of the Bishop Branch. This would entail hiring a temporary half-time Librarian I for six months specifically dedicated to entering volumes into the database. In order to concentrate efforts, the plan also calls for closing the Bishop and Independence Branches for two days each month. It is intended that the efforts of the regular library staff also be enhanced by securing the services of a volunteer cataloger. While the timeline is not dependent upon utilizing a volunteer, if the right person is identified the efforts of regular staff could be enhanced.

Unless unforeseen circumstances arise Phase I of the plan would see the Bishop library automated no later than January 1, 2017. The resources requested to accomplish Phase I automation include:

1. Temporary Librarian I (20 hours per week) at a cost of approximately \$10,000 for six months.
2. Continued utilization of Marcive at a cost of \$5,200 which is already in the library’s budget.
3. The purchase of approximately \$4,000 worth of equipment and supplies already included in the FY 15-16 third quarter budget revision.

As mentioned previously, this plan requires the closing of the Bishop and Independence library two days per month to allow all qualified staff to dedicate uninterrupted time to the project. Because of the potential disruption caused by closures, it is also recommended that a public informational campaign be launched in order to explain what is taking place. These

announcements could also serve to identify qualified individuals to volunteer to assist in the conversion process.

#### Phase I Production Schedule (Six Months)

- |                        |               |
|------------------------|---------------|
| 1. Half time Librarian | 3,000 volumes |
| 2. Marcive             | 2,100 volumes |
| 3. Closed Days         | 1,800 volumes |

Although there are currently approximately 5,800 volumes to be processed this schedule has a built-in contingency for unanticipated delays.

#### *Phase II*

Phase II would complete the conversion of approximately 16,000 volumes at the other facilities with the completion date of October 2017. The plan calls for the other libraries to be processed simultaneously. Once Bishop is completed the hours for the part-time Librarian would be increased to 30 hours per week. Volumes would continue to be processed through the outside vendor at a rate of approximately 500 per month.

The Bishop and Independence branches would continue to be closed two days per month and depending on what needs to be done at the time Big Pine or Lone Pine would also be closed.

#### Phase II Production Schedule

- |                               |               |
|-------------------------------|---------------|
| 1. 29 hour per week Librarian | 6,600 volumes |
| 2. Marcive                    | 5,300 volumes |
| 3. Closed Days                | 3,900 volumes |

The cost for Phase II is approximately \$25,000 for the temporary part-time Librarian I.

#### Alternative Accelerated Option

The process for automating could be accelerated. The most aggressive model would have all libraries converted by January 1, 2017. This would entail hiring three temporary full-time Librarian I positions at a cost of approximately \$54,000.

#### Enhanced Use of Volunteers

In order to secure the services of volunteers, they would be screened through applications and interviews to ascertain familiarity with various library principles and practices, depending on the job to be undertaken. The Library Director would mirror the process used at Manzanar National Historic Site.

If qualified volunteers can be recruited they can be used to relieve regular library staff of other duties or could be trained to perform the cataloguing functions. None of the options rely on volunteers given the uncertainty of finding skilled individuals willing to make a significant contribution of their time to library.

#### Additional Closure Days

Additional closure days would allow the Library to complete the conversion process quicker and at less cost. Closing facilities would inconvenience patrons who rely on the services of the library.

#### Shifting Resources

Museum staff could be redirected to the libraries to assist in the cataloguing project. This would entail reduced staffing at the Museum and possible closures of the Museum.

### Progress Reports

The Library Director has developed objective milestones in order to meet the completion date of January 1, 2017 for the Bishop Branch. In order to keep your Board fully informed reports would be presented at approximately six week intervals in July, August, October and November.

### Recommended Plan Summary Phase I (January 1, 2017 completion date)

1. Continue utilizing Marcive.
2. Hire a temporary part-time (20 hours per week) Librarian I for six months.
3. Close Independence and Bishop Branches two days per month.
4. Possibly secure services of a volunteer or volunteers to be used as a cataloger or to backfill for regular library staff.
5. Provide public information regarding the automation efforts.

### Recommended Plan Summary Phase II (October 2017 completion date)

1. Continue utilizing Marcive
2. Increase hours for the part-time Librarian to 29 hours per week
3. Close two or three branches two days per month
4. Possibly continue to use services of volunteers as catalogers or to backfill regular library staff.

### Alternative Plan I Systemwide Completion Date January 2017

Hire three full-time positions at an additional cost of approximately \$54,000.  
Close two days per month

### Alternative Plan II Systemwide Completion Date August 2017

Close Independence and Bishop Branches four or more times per month

### Additional Volunteers All Plans

No matter which plan is selected if the services of qualified volunteers can be secured the completion dates could be accelerated and/or the cost could be reduced

### Final Plan Alternatives

The plan recommended by staff provides for completion of all automation by October 2017. The variables that can change the completion date are as follows:

1. Additional Temporary Paid Staff at an annual cost of approximately \$37,000 per FTE
2. Additional Closures at no cost
3. Additional Reliance on Volunteers at no cost

The only variable that cannot be altered is the outside vendor. They do not have the capability to expand their processing.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

22

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

FROM: **Sheriff Bill Lutze**

FOR THE BOARD MEETING OF: **May 17, 2016**

SUBJECT: **K-9 Team & Equipment for Narcotics detection K-9 Team**

**DEPARTMENTAL RECOMMENDATION:**

Recommend the following:

- A. Requests Board authorize the Sheriff to purchase a K-9 dog and training in the amount of \$12,384 using asset forfeiture funds, and
- B. Award bid and approve issuance of Purchase order for Nielsen's Equipment Maintenance for the purchase & installation of an EZ Rider K9 platform vehicle insert for a 2016 Ford Interceptor SUV including per quote dated 5/2/16, in the amount of \$5,092.40, for Sheriff department issued vehicle from the Sheriff General budget 022700 5313 Law Enforcement Special; and
- C. Award bid and approve issuance of Purchase order for K-9 starter Kit to Maximum K9 of San Diego, CA in the amount of \$1,742.71
- D. Authorize the Auditor to transfer \$1,743.00 from the Canine Replacement Trust 502707 to the Sheriff General budget 022700, and
- E. Request Board amend the FY 2015-2016 Sheriff General budget(022700) as follows: increase estimated revenue in Operating Transfers In (#4998) by \$1,743 and increase appropriation in 5313 Law Enforcement Special by \$1,743(4/5's vote required)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Currently there is one narcotics trained K-9 in Inyo County, which is with the Bishop Police Department. That K-9 is nearing retirement and it is unknown at this time if it will be replaced. M.I.N.T.(Major Investigations & Narcotics Team) continues to monitor and intercede in the sales and distribution of narcotics. The K-9 unit can also assist probation on searches of persons on probation with narcotics convictions. Having access to a trained narcotic detection K-9 team gives field deputies the ability to effectively locate illegal narcotics and prosecute individuals for the possession, trafficking and sales of illegal narcotics. The ability to use the proven techniques taught to the K-9 and its handler is an effective tool that makes for a safer community.

The narcotic detection K-9 and all training including training the handler, will be purchased by Asset Forfeiture funds. Quotes were solicited for the K-9 starter kits from 5 vendors, only 2 responded. Active dogs.com responded, but did not quote on all items; therefore we are requesting the purchase be awarded to Maximum K-9.

3 quotes were solicited for the K9 vehicle package with Nielsen's Equipment Maintenance being the low quote, plus there will be less downtime due to the location while the vehicle is being outfitted. Ongoing expenses for the K-9 (food, medical, etc.) will be included in future budgets.

**ALTERNATIVES:**

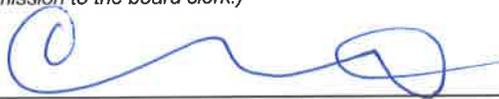
Not authorize the purchase the equipment.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office

**FINANCING:**

Asset Forfeiture funds will pay for the dog and the training; \$7,209.01 will be paid from Sheriff General budget(# 022700), Law Enforcement Special (Ob.# 5313) for the K-9 Starter kit and that expense is offset with the transfer of Canine Replacement Trust funds; \$5,092.40 for the K9 platform vehicle insert will be paid from Sheriff General budget (#022700), Law Enforcement Special(Ob.# 5313), there is sufficient budget in that Object Code remaining.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">            Approved: <u>eyes</u> Date <u>5/3/2016</u> </p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**  Date: 5/5/16  
 (Not to be signed until all approvals are received)

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)


  
 5-4-2016

NIELSEN'S EQUIPMENT MAINTENANCE  
451 COMMERCE CR. #3  
P.O. BOX 8615  
MAMMOTH LAKES, CA. 93546  
760-924-5611

Inyo County Sheriff's K9 Vehicle Package  
May 2, 2016

American Aluminum EZ Rider 1/3-2/3 K9 System for 2016 Ford Interceptor SUV with black power coating Rubber Matt and Light.	2095.00
American Aluminum Remote Door opening System	450.00
American Aluminum EZ Cool Guard System	425.00
American Aluminum EZ Pager System	285.00
Removal of existing Partition and Seat as necessary Install K9 Equipment	600.00
Parts	3255.00
Tax	260.40
Freight	977.00
Installation	600.00
Total	5092.40



**COUNTY OF INYO**  
**SHERIFF'S DEPARTMENT**  
 P.O. DRAWER S  
 INDEPENDENCE, CA 93526

**REQUEST FOR QUOTATION**  
**THIS IS NOT AN ORDER!**

REVISED APRIL 1, 2016  
 ORIGINAL DATE ISSUED: March 30, 2016

William R. Lutze, Sheriff  
 Janis L. Odum, Administrative Assistant  
 (760) 878-0326

**TO BE RETURNED BY: April 14, 2016**

To: Maximum K9  
 P.O. Box 17330, San Diego, CA 92177-7330  
 858.688.2206 email: Holly@maximumk9.com

Send to: Inyo County Sheriff's Dept., P.O. Drawer S, Independence, CA 93526

PLEASE QUOTE ON THE FOLLOWING ITEMS: **K9 STARTER KIT**

QUANTITY	DESCRIPTION	UNIT PRICE	NET TOTAL
	Please quote on the items on the attached sheet, and bring the totals forward to this page, and be sure to fill in the information on the bottom of this page.		
	Items would be shipped to: Inyo Co. Sheriff, 550 S. Clay Street, Independence, Ca 93526, Attn: Janis		
	Sub-total		1163.62
	Calif. Sales Tax 8%		129.09
	Shipping/handling if applicable		1742.71
	<b>TOTAL</b>		
	<b>Questions regarding this quote: call Janis at 760.878.0326</b>		
	<b>Quotes must include all charges.</b>		
	<b>INDICATE ANY EXCEPTIONS TO QUOTE- Use a separate sheet if necessary.</b>		
	There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals, Bids or quotes. To be eligible for the preference, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code § 6.06.020(B) with its bid.		
	Note: Your name and address (not handwritten) must appear on the envelope when returning your quotation. Envelopes without a return address will be disposed of without being opened. Please indicate "K9 STARTER KIT" on the envelope.		

**IMPORTANT NOTICE to Bidders:** The return of a signed Original (white) form shall constitute a promise to supply or perform the enumerated items subject to the terms and conditions shown at prices stated hereon. Quote all prices F.O.B. destination. Do not include federal excise tax on your quotation. Exemption certificates will be furnished with order when applicable. State sales tax should be shown separately.

THE QUOTATION (S) LISTED ABOVE REMAIN VALID AND IN EFFECT THROUGH JUNE 30, 2016  
 DELIVERY WILL BE MADE IN 31 DAYS FROM RECEIPT OF ORDER, EXCEPT AS OTHERWISE INDICATED.

TERMS: 30 DAY NET DATE: APRIL 13, 2016  
 FIRM NAME MAXIMUM K9, INC. BY (PRES) Holly Odum  
(Title) (Signature)

Please initial receipt of the Revised Attachment Sheet with the Revision date of 4/1/16 [Signature]

>> RETURN ORIGINAL (WHITE) COPY OF SIGNED FORM TO INYO COUNTY SHERIFF'S DEPT, P.O. DRAWER S, INDEPENDENCE, CA 93526, NO LATER THAN April 14, 2016. A FAXED COPY (760-878-0326) IS ACCEPTABLE, ONLY IF TOTAL PRICE IS UNDER \$7,500. IF OVER \$7,500, QUOTE MUST BE FOLLOWED BY THE ORIGINAL (WHITE) COPY OF SIGNED QUOTE FORM BY THE DATE INDICATED. NO FAXED COPIES FOR ITEMS OVER \$7,500 WILL BE ACCEPTED.

S:\Admin\CLERICAL\FORMS\QUOTES\K9 starter kit march 2016\Revised April 1 k9 starter kit quote march 30 2016.doc

OFFICE OF THE  
**SHERIFF**  
INYO COUNTY, CA



**WILLIAM R. LUTZE**  
SHERIFF

**JEFF HOLLOWELL**  
UNDERSHERIFF

"A Professional Service Agency"

REVISED 4/1/16

QUOTES DUE BACK APRIL 14, 2016. ATTACH THIS PAGE TO THE QUOTE FORM

Quan	Item #	Description (requested, or equal)	Price ea	Total
1	HS93321	Herm Sprenger Pinch Stainless Steel 3mm 21" collar	34.99	34.99
1	OP130	Durapet Bowl- 3 quart	15.99	15.99
1	57-11H-24-BLA	Ray Allen Tac-Black Leather Agitation Collar 24" x 1/4" w/ handle	43.99	43.99
1	HS97421	Herm Sprenger 4mm Stainless Steel Fur Saver 21" collar	27.99	27.99
1	393215	Nylon Agitation Line, 15" x 2"	32.99	32.99
1	5160-BLA	Ray Allen Tac-Black 5' Leather Lead w/1" Bolt Snap	25.99	25.99
1	Pro 550	Garmin Pro 550 (E-collar)	399.99	399.99
1	THR1	Garmin 550 or 70 Transmitter Holster	39.99	39.99
1	EZ93711-BLA	Signature K9 Flat Leather Tab Black	5.99	5.99
1	EZ9	Ray Allen Narcotics Safe 18"W X 10"D X 10"H w/4 individual airtight interior cases.	344.99	344.99
1	5111-BLA	Ray Allen Tac-Black Leather Traffic Lead 11"	18.99	18.99
1	8596NH-BLA	Ray Allen Ramtech No Handle Lead 8' X 1/2" Black	18.99	18.99
1	RAM8-BLA	Ray Allen Tac-Black Agitation Muzzle #8. Size to be determined.	129.99	129.99
1	ET6443	9 qt. stainless steel pail	39.99	39.99
1	VV 6	Vittles Vault Junior	17.99	17.99
1	VV 4	Stackable Vittles Vault - 60#	57.99	57.99
1	CK810	Sun Screen tarp 8' X 10'	58.99	58.99
1	N-1	Ray Allen Narc Bags Duck Cloth, Large.. Set of 6	33.99	33.99
1	N-1AP	Ray Allen Narc Bags Duck Cloth, Small.. Set of 6	29.99	29.99
1	SB5	Ray Allen Small Magnetic Stash Box	14.99	14.99
1	SB6	Ray Allen Large Magnetic Stash Box	21.99	21.99
1	SB8M	Ray Allen Stash Box 4 1/2" X 4 1/2" X 2"	18.99	18.99
1	11	Ray Allen Syntek Ultra Mini tug 9" L, 2 1/2" Diameter	15.99	15.99
1	12	Ray Allen Ultra Mini Tug	16.99	16.99
1	965B2	Signature K9 Two-Handle Suit Tug 16' X 3"	16.99	16.99
1	9J	Ray Allen Jute Reward Toy	9.99	9.99
1	KG7853	Kong, Extreme Large	12.99	12.99
5	KG7863	Kong Air squeaker Tennis Ball	1.99	9.95
1	GK1	Ray Allen Grooming Kit	64.95	64.95
1	FK68	Ray Allen Rake & Shovel Poop Scoop	29.99	29.99
			Sub Total	11613.62
			Sales tax 8%	129.09
			<b>TOTAL</b>	<b>1742.71</b>
Quotes need to be good through June 30, 2016				
Please indicate exceptions to any item.				

SIGNED BY:

BUSINESS NAME:

DATE:

*[Signature]*

MAXIMUM K9, INC

April 13, 2016



**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:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING** May 17, 2016

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

**SUMMARY DISCUSSION:** - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a 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

**24**

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** May 17, 2016

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

**SUMMARY DISCUSSION:** - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

**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** May 17, 2016

**SUBJECT:** Continuation of proclamation of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:	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:** CLERK OF THE BOARD  
**By:** Kelley Williams, Assistant to the CAO

**FOR THE BOARD MEETING OF:** May 17, 2016

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval of the minutes of the Board of Supervisors Regular Meeting of April 26, 2016.

**SUMMARY DISCUSSION:** - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** - Staff awaits your Board's changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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



Date: \_\_\_\_\_