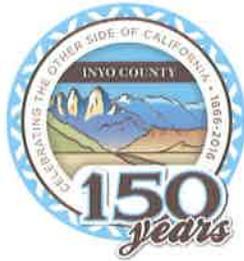


Agenda



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.

December 20, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PUBLIC EMPLOYEE APPOINTMENT [Government Code §54957]** – Title: Acting/Interim Planning Director.
- 2a. **PUBLIC EMPLOYMENT [Government Code §54957]** – Title: IT Director.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
4. **CONFERENCE WITH LABOR NEGOTIATORS [Government Code §54957.6]** – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); 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, Senior Deputy County Administrator Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR

7. Request Board: A) authorize the Chairperson to sign an agreement between the County of Inyo and Hinderliter, de Llamas and Associates for the provision of Sales and Use Tax Auditing Services in an amount not to exceed \$50,000 for the period of December 20, 2016 to December 31, 2019, contingent upon all signatures being obtained and approval of future years' budgets; and B) request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo Authorizing Examination of Sales, Use and Transactions Tax Records."

COUNTY ADMINISTRATOR

8. **Advertising County Resources** – Request Board authorize the County Administrative Officer to sign Community Project Sponsorship Grant Program contracts for organizations or groups receiving line-item and fishing derby grants.
9. **Information Services** – Request Board authorize the purchase of 19 laptop computers and associated peripherals from Dell, pursuant to the technology refresh initiative, in an amount not to exceed \$24,333.
10. **Misc.** – Request your Board approve the contract between the County of Inyo and with Hinderliter, de Llamas and Associates for Commercial Cannabis Regulation Consulting Services in an amount not to exceed \$75,000 for the period of January 1, 2017, to June 30, 2018 and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.
11. **Personnel** – Request Board designate the County Administrator as the authorized signatory and authorize the County Administrator to sign a personal services contract with Terry Walker, the successful candidate for the Deputy County Counsel position, as a Deputy I at Range 81 (\$5,692 - \$6,921), Step B.

CORONER

12. Request Board: A) approve a contract with William D. Stinnett for personal services in an amount not to exceed \$58,000 for the period of January 1, 2017 through December 31, 2019, contingent upon the adoption of future budgets, and authorize the Chairperson to sign; and B) approve a contract with Jeffrey E. Mullenhour for personal services in an amount not to exceed \$58,000 for the period of January 1, 2017 through December 31, 2019, and authorize the Chairperson to sign, contingent upon the adoption the adoption of future budgets.

ENVIRONMENTAL HEALTH

13. Request Board: A) declare IDEXX Laboratories, Inc. as the sole-source provider of certain water laboratory supplies for the period of January 1, 2017 through June 30, 2017; and B) approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order in an amount not to exceed \$11,000 for the period of January 1, 2017 through June 30, 2017.

HEALTH AND HUMAN SERVICES

14. Request Board approve the contract between the County of Inyo and James A. Richardson, MD, as the Inyo County Health Officer, in an amount not to exceed \$726,000 for the period of January 1, 2017 to June 30, 2022, contingent upon approval of future budgets, and authorize the Chairperson to sign.

PUBLIC WORKS

15. Request Board approve the contract between the County of Inyo and Federal Express Corporation for the lease of certain land at the Eastern Sierra Regional Airport in an amount not to exceed \$34,125 for the period of November 1, 2016 through October 31, 2021, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.
16. Request Board authorize the issuance of a blanket purchase order to Hickman Construction in the amount of \$20,000 from the Water Systems budgets for service repairs and parts.
17. Request Board approve Amendment No. 7 to Standard Contract No. 113 between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA, extending the term 31 days to January 31, 2017 and for additional service needs, increasing the contract by \$3,022.87 for a not-to-exceed amount of \$150,679.03, and authorize the Chairperson to sign contingent upon obtaining appropriate signatures and the adoption of future budgets.
18. Request Board: A) accept the irrevocable offers of dedications for road, utility, and drainage purposes including the roadway infrastructure on Hunter Road; B) accept the irrevocable offer of dedication for drainage purposes as depicted in "Exhibit A;" and C) authorize the Director of Public Works to accept the irrevocable offers of dedications as the Road Commissioner and accept Hunter Road into the County of Inyo's maintained mileage system.

19. Request Board approve the Memorandum of Understanding between the County of Inyo and City of Bishop concerning building permitting and inspection, and authorize the Chairperson to sign.

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

20. **DISTRICT ATTORNEY** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a District Attorney Criminal Investigator I or II position exists, as certified by the District Attorney and concurred with by the County Administrator and Audit-Controller; and B) approve the hiring of one position: District Attorney Criminal Investigator I or II at the following ranges: Level I, from 071SA (\$4,799 - \$5,836) to 071SC (\$5,291 - \$6,434); or Level II, from 074SB (\$5,267 - \$6,408) to 074SD (\$5,670 - \$6,897). [See Chart on Agenda Request Form]
21. **SHERIFF'S DEPARTMENT** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Deputy Sheriff position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator, and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the open recruitment and hiring of one (1) Deputy Sheriff, Range 67SA-SC (\$4,190 - \$5,621), and authorize up to the D step for a qualified lateral applicant.
22. **SHERIFF'S DEPARTMENT** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the following requested positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and C) approve the filling of one (1) Lieutenant position (Range 81SC-81SD \$6,238 - \$7,968); D) approve the filling of one (1) Sergeant position (Range 74 SB-SD \$5,268-\$6,897); E) approve the filling of one (1) Investigator position (Range 71 SB-SD \$5,039-\$6,595); F) approve the open recruitment and hiring for two (2) Deputy Sheriff positions (Range 67SA-SC \$4,149 – \$5,565) and authorize up to the E step for a qualified lateral applicant; and G) approve the hiring for one (1) Correctional Officer position (Range 64 \$3,735-\$4,539).
23. **PUBLIC WORKS** – Request Board amend the Fiscal Year 2016-2017 County Budget as follows: increase appropriation in Building & Safety (Budget 023200), Professional Services (Object Code 5265) by \$32,583 and reduce Building and Safety contingencies (Budget 023200), Contingencies (Object Code 5901) by \$32,583 (4/5^{ths} vote required).
24. **COUNTY ADMINISTRATOR – Library** – Request Board receive a status report on the progress of the library automation.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
26. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

- 10:45 a.m. 28. **COUNTY SERVICES YEAR-IN-REVIEW PRESENTATION** – The County Administrator and County Departments Heads will review departmental highlights in providing public services during 2016. (Presentations will be kept to a strict five-minute limit.)

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

29. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



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: Auditor-Controller/County Administrator

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Contract with HINDERLITER, de LLAMAS AND ASSOCIATES (HDL) Companies for Sales and Use Tax Audit Services.

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board approve a Contract between the County of Inyo and HINERLITER, de LLAMAS AND ASSOCIATES for the provision of Sales and Use Tax and Audit Services in an amount not to exceed \$50,000 for the term of December 20, 2016 to December 31, 2019 and authorize chairperson to sign, contingent on all signatures being obtained and approval of future years' budgets, and,
- 2) Request your Board approve Resolution No. 2016- , a resolution of the Board of Supervisors of the County of Inyo authorizing examination of Sales, Use and Transactions Tax records.

SUMMARY DISCUSSION:

HDL specializes in reviewing how the State Board of Equalization allocates Bradley-Burns sales tax, Local District Tax (Transaction and Use Tax or TUT) to cities and counties. By detecting and documenting misallocations of local sales and use tax activity by the State Board of Equalization (within the statute of limitations) as outlined in the proposed agreement, HDL can assist Inyo County in potentially increasing locally-generated tax revenues and minimizing the cost of lost revenue. As proposed, HDL compensation for performing the services specified in the agreement will be 15% of the revenues that HDL recovers on behalf of the County for Bradley-Burns sales tax and 25% of the revenues that HDL recovers on behalf of the County for local district tax (TUT). Along with the percentage based recover fee HDL will charge the County \$100 per month for transaction district tax reports that are associated with our local district tax.

In the past, the County has used a similar service to recover approximately \$290,000 in lost sales tax revenue. However, both the Auditor-Controller and County Administrator, are recommending the County now contract with HDL for Sales Tax Audit and Recover Services. HDL serves over 400 other local governmental agencies and has a trusted reputation. Along with HDL's experience and reputation, they are offering a more competitive reimbursement rate.

In addition to Sale Tax Audit Services, this contract allows for consulting services at an hourly rate set forth in the agreement with a not to exceed of \$10,000. The County may be interesting in additional consulting services for special project such as Transient Occupancy Tax (TOT) audits or other economic analysis services that may arise in the future.

ALTERNATIVES:

Your Board could choose not to approve the Agreement with HDL for Sales Tax Audit Services.

OTHER AGENCY INVOLVEMENT:

Working with County departments, HDL will review and identify sales and use tax reporting to and allocation from the State Board of Equalization.

FINANCING:

HDL is only compensated when its efforts on behalf of the County result in increased revenues to the County. As specified in the Agreement, HDL will be compensated 15% of regular sales tax audit finding and 25% TUT audit findings recovered on behalf of the County. The \$100 monthly charge will be paid from General Revenue and Expenditures Budget #011900 object code Professional Services #5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date <u>12/13/16</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>yes</u> Date <u>12/13/16</u></div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>

DEPARTMENT HEAD SIGNATURE: _____ Date: 12/13/16
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

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

12-13-16

**AGREEMENT BETWEEN COUNTY OF INYO
AND HINDERLITER, de LLAMAS AND ASSOCIATES
FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Sales, Use & Transaction Tax Audit services of HINDERITER, de LLAMAS AND ASSOCIATES of Diamond Bar California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from December 20th, 2016 to December 31, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$50,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
County Administrator Office	Department
PO Drawer N	Street
Independence CA 93526	City and State

Contractor:	
HDI	Name
1340 Valley Vista Dr, Suite 200	Street
Diamond Bar, CA 91765	City and State

25. ENTIRE AGREEMENT.

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

///

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AGREEMENT BETWEEN COUNTY OF INYO
AND HINDERLITER, de LLAMAS AND ASSOCIATES
FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

R. ANDREW NICKERSON
Print or Type Name

Dated: 12/12/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A 1 OF 3

AGREEMENT BETWEEN COUNTY OF INYO
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF

SERVICES

TERM:

FROM: Dec 20, 2016

TO: Dec 31, 2019

SCOPE OF WORK:

SERVICES

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the COUNTY for the most current and all quarters, if the COUNTY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the COUNTY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide up-dated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting.

3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the COUNTY to share with Chambers of Commerce, other economic development interest groups and the public that analyze COUNTY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to COUNTY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all In-County business outlets registered with the Board of Equalization and updated quarterly. This software shall allow COUNTY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales and use tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration or reporting changes thereby generating previously unrealized sales and use tax income for the COUNTY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR may, from time to time, initiate contacts with sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR may, from time to time (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the COUNTY of back or prospective quarterly payments that may be owing.

ATTACHMENT A 2 OF 3

AGREEMENT BETWEEN COUNTY OF INYO
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: Dec 20, 2016 TO: Dec 31, 2019

SCOPE OF WORK:

4. If during the course of its audit, CONTRACTOR finds businesses located in the COUNTY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the COUNTY, CONTRACTOR may so advise COUNTY and work with those businesses and the COUNTY to encourage such changes.

C. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with COUNTY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. Section 7056 specifies the conditions under which a COUNTY may authorize persons other than COUNTY officers and employees to examine State Sales and Use Tax records.

B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to COUNTY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et seq.
2. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the COUNTY who is authorized by resolution to examine the information.
3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

ATTACHMENT A 3 OF 3

AGREEMENT BETWEEN COUNTY OF INYO
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information
FOR THE PROVISION OF SERVICES

TERM:

FROM: Dec 20, 2016 TO: Dec 31, 2019

SCOPE OF WORK:

CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION - Continued

4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the COUNTY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

C. Software Use. CONTRACTOR hereby provides authorization to COUNTY to access CONTRACTOR'S Sales Tax website if COUNTY chooses to subscribe to the software and reports option. The website shall only be used by authorized COUNTY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. COUNTY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by COUNTY of said software, or any right of COUNTY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all COUNTY staff website logins shall be de-activated.

D. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR's business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, COUNTY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by COUNTY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

COUNTY MATERIALS AND SUPPORT

COUNTY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of COUNTY. COUNTY further agrees to provide any information or assistance that may readily be available such as business license records within the COUNTY and to provide CONTRACTOR with proper identification for contacting businesses. COUNTY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the COUNTY by maintaining CONTRACTOR's name on the COUNTY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and any audit fee owing to CONTRACTOR has been paid.

ATTACHMENT B 1 OF 2

AGREEMENT BETWEEN COUNTY OF INYO
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF _____ SERVICES

TERM:

Dec 20, 2016

Dec 31, 2019

FROM: _____

TO: _____

SCHEDULE OF FEES:

CONSIDERATION

A. CONTRACTOR shall be further paid 15% of all new and recovered sales and use tax revenue received by the COUNTY as a result, in whole or in part, of the allocation audit and recovery Services described in Section II-B above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund (including without limitation, the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code or from the Public Safety Augmentation Fund pursuant to Proposition 172) (each, a "state fund") and any point of sale misallocations. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by COUNTY no later than 30 days following the invoice date.

B. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the COUNTY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by COUNTY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the COUNTY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization but shall not apply prospectively to any future quarter. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

The audit fee shall be paid even if COUNTY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. COUNTY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Board of Equalization or the taxpayer.

For any increase in the tax reported by businesses already properly making tax payments to COUNTY, it shall be CONTRACTOR'S responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR'S Services.

C. CONTRACTOR shall invoice COUNTY for any consulting and other optional Services rendered to COUNTY in accordance with Section II-C above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR'S option. All such invoices shall be payable by COUNTY no later than 30 days following the invoice date. COUNTY shall not be invoiced for any consulting Services totaling less than an hour in any month. This is not to exceed \$10,000 unless requested by COUNTY in writing. The hourly rates in effect as of the Effective Date are as follows:

ATTACHMENT B 2 OF 2

**AGREEMENT BETWEEN COUNTY OF INYO
HINDERLITER, de LLAMAS AND ASSOCIATES**

AND _____
Sales, Use and Transactions Tax Audits and Information
FOR THE PROVISION OF _____ **SERVICES**

TERM:
Dec 20, 2016 Dec 31, 2019
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

CONSIDERATION -continued

Effective Date are as follows:

Principal	\$250 per hour
Programmer	\$225 per hour
Senior Analyst	\$195 per hour
Analyst	\$ 95 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to COUNTY,

D. Any invoices not paid on a due and timely basis shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX
RECORDS

WHEREAS, pursuant to Ordinance 630 § 1, 1968, the County of Inyo entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the County Administrator of the County of Inyo deems it desirable and necessary for authorized representatives of the County to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the County pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO HEREBY RESOLVES AS FOLLOWS:

Section 1. That the County Administrator, or other officer or employee of the County designated in writing by the County Administrator to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the County of Inyo with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the County by the Board pursuant to the contract between the County and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the County Administrator, or other officer or employee of the County designated in writing by the County Administrator to the Board, is hereby appointed to represent the County with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the County:

- (a) County administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.

The information obtained by examination of Board records shall be used only for those governmental functions of the County listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the County by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the County to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales, use and transactions taxes by the Board pursuant to the contract between the County and the Board and for purposes relating to the governmental functions of the County listed in section 2 of this resolution.

Introduced, approved and adopted this _____ day of _____ 2016.

ATTEST: (s) _____
 Clerk of the Board

I, _____, Clerk of the Board of the County of Inyo, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced approved and adopted by the Board of Supervisors of the County of Inyo, at a regular meeting of said Council held on the ____ day of _____ 2016, by the following roll call vote:

AYES: (Names of Councilmembers)

NOES: (Names of Councilmembers)

ABSENT: (Names of Councilmembers)

(s) _____
Clerk of the Board

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND HINDERLITER, de LLAMAS AND ASSOCIATES
FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES

TERM:

FROM: Dec 20, 2016 **TO:** Dec 31, 2019

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Request the Board authorize the County Administrative Officer to sign contracts for grant awards to certain Inyo County Community Project Sponsorship Grant Program grant recipients.

DEPARTMENTAL RECOMMENDATION: Request your Board authorize the Inyo County Administrative Officer to sign Community Project Sponsorship Grant Program contracts for organizations or groups receiving Line Item and Fishing Derby Grants.

SUMMARY DISCUSSION: When the Board of Supervisors approved a revamped Community Project Sponsorship Program at its Nov. 8, 2016 meeting, the intent was to simplify the grant-approval process for organizations hosting Fishing Derbies and Line Item Grant Awards. The revised guidelines state these groups will receive CPSP contracts (CPSP Contract 159) for their events when they confirm they are once again sponsoring the event. The revised guidelines imply, but do not explicitly state the CAO can sign and execute these contracts each year. Approving this request to authorize the CAO to sign the contracts for Line Item and Fishing Derby CPSP grants will simplify and expedite the grant approval process.

ALTERNATIVES: The Board could deny the request, in which case the CPSP contracts for these recipients would require Board approval and delay the process.

OTHER AGENCY INVOLVEMENT: The County Administrative Officer, County Counsel, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is funded in the Advertising County Resources Budget (Budget Unit 011400).

APPROVALS

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

DEPARTMENT HEAD SIGNATURE: Richard J. Benson Date: 12/13/16
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER

9

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **December 20, 2017**

SUBJECT: Authorization to purchase desktop and laptop computers from Dell in an amount not to exceed \$24,333

DEPARTMENTAL RECOMMENDATION:

Pursuant to the technology refresh initiative; request your Board authorize the purchase of 19 laptop computers and associated peripherals from Dell in an amount not to exceed \$24,333.

SUMMARY DISCUSSION:

The adopted 2013-14 budget included the establishment of a technology refresh practice that anticipates annual replacement of approximately 25% of the technology implemented at the County. This practice helps normalize the operating costs associated with necessary technology upgrades and maintenance.

For FY2016-17, 19 laptop computers were identified for refreshment specifically for the HHS C-IV program. Lenovo, Hewlett-Packard, and Dell equipment was evaluated. Information Services technical staff determined that the equipment from Dell was the clear price-performance winner. This request was maintained separate from the general County technology refresh program pending clarification of technical specifications from the state relative to the C-IV program

The computers are to be purchased under WSCA (Western States Contracting Alliance) through Dell's contract: WN03AGW in compliance with section E.III.B.5 of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

ALTERNATIVES:

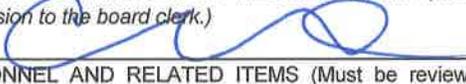
Your Board could choose to deny the request, modify the quantities requested and/or direct staff to determine alternate solutions. Denial of the request would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. The quantities recommended are based on the 25% replacement concept and modifications of those quantities are not recommended. Comprehensive analysis of the technology recommended was conducted; Information Services believes that further analysis would not result in a significantly different recommendation.

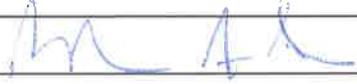
OTHER AGENCY INVOLVEMENT:

The technology refresh initiative affects all General Fund departments, though not equally each year, as well as some Non-General Fund departments choosing to participate.

FINANCING:

Funding for the purchase of the computers is available in the Board approved FY 2016-17 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/9/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12/9/2016
(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 10
--

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

FROM: County Administrator

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Commercial Cannabis Regulation Consulting Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve contract between the County of Inyo and with Hinderliter, de Llamas and Associates for Commercial Cannabis Regulation Consulting Services for the period January 1, 2017, to June 30, 2018, in an amount not to exceed \$75,000, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.

SUMMARY DISCUSSION:

This summer, your Board caused two advisory measures and one general tax measure to be placed on the November 8, 2016 ballot regarding, respectively, adopting land-use ordinances allowing (1) medical and (2) recreational commercial cannabis businesses within the County, and adopting a Commercial Cannabis Tax Ordinance. On November 8th, California voters approved Proposition 64 legalizing the adult use of cannabis and, important to consideration of this agenda request, commercial cannabis activities related to recreational cannabis after January 1, 2018. Also, on November 8th Inyo County citizens approved local Measure G (supporting the development of land use regulations to allow medical cannabis businesses), local Measure H (supporting the development of land use regulations to allow recreational cannabis businesses), and local Measure I (5% gross tax receipts on commercial cannabis business). (Note: County residents also approved State Proposition 64.)

On December 6, 2016, your Board received a presentation regarding these election results and the associated potential options for Inyo County, and provided staff direction to proceed with developing regulatory frameworks for implementing local measures G, H, and I, including procuring necessary consulting services.

The breadth of technical expertise that will be vital to developing and implementing the provisions of measures H, G, and I are highly specialized, and beyond the capability and expertise of County staff. Furthermore, time is of the essence if the County is to develop land use ordinances, regulations and application procedures related to recreational commercial cannabis businesses, as contemplated in Measure H, in advance of the State of California's "go live" date of January 1, 2018. This timeline becomes even more compressed if similar ordinances and processes are to be developed for medical commercial cannabis businesses (Measure G), and in light of the need to expeditiously develop the regulations and procedures for implementing the County's Commercial Cannabis Tax Ordinance, which is effective January 1, 2017, in a comprehensive and integrated manner relative to the County's regulation of medical and recreational commercial cannabis business activities.

Hinderliter, de Llamas and Associates has staff that is specialized and vital to the commercial cannabis regulation consulting services that the County requires. As noted in their attached biographies, David McPherson and Matt Eaton – the principal consultants identified in the proposed contract who will be

providing consulting services to the County – have breadth of highly specialized experience regulating the medical and recreational cannabis industries that is vital to the tasks immediately confronting the County, and outlined in the proposed scope of work. And, Messrs. McPherson and Eaton are available to immediately assist the County in moving forward with implementing the provisions of measures G, H, and I on the aggressive schedule described above. If your Board approves the proposed contract, Mr. McPherson will present a comprehensive workshop to your Board on January 3rd outlining the immense universe of issues and considerations associated with regulating the medical and recreational commercial cannabis industries. And, Mr. McPherson will begin meeting with County staff on January 4, 2017, to assess County capacity, developing a means to assess the numbers and types of cannabis businesses operating or likely to operate in the County, and develop a process for moving forward with community and stakeholder outreach in the development of land use ordinances, regulations, policies and procedures that will be necessary to implement measures G, H, and I on a critical timeline. On this point, it is also important to note that while HdL has staff with unique experience regulating the medical and recreational cannabis industries, neither the firm nor its employees represent the industry; HdL almost exclusively serves public sector entities. Finally, Mr. McPherson assisted Mendocino and Monterey counties in developing their cannabis tax measures, and Inyo County borrowed heavily from these jurisdictions' tax measures in crafting its Commercial Cannabis Tax Ordinance. As such, Mr. McPherson is already familiar with the nuances and intricacies of the County's Commercial Cannabis Tax Ordinance and the processes that will be necessary to implement it effectively. In this respect the County will avoid having to pay HdL to "get up to speed" on the County's tax measure.

For these and other reasons, the County is fortunate to be able to procure the services of an absolutely unique consultant who possesses a breadth of highly specialized skills and expertise critical to the task immediately confronting the County. And, for these reasons, staff recommends your Board approve the proposed contract.

ALTERNATIVES:

Your Board could choose not to approve the contract, or direct changes to the proposed scope of work, but neither alternative is recommended. The contractor possesses a broad array of prior experience of a highly specialized nature, and can provide services on the proposed critical schedule required by the County. And, as written, the scope of work comprehensively describes the diverse range of services the County anticipates needing, while being sufficiently flexible to address additional issues that may arise during the community and stakeholder outreach process.

OTHER AGENCY INVOLVEMENT:

State of California. Multiple County departments.

FINANCING:

Due to delays in implementing other projects, there is sufficient funding in the Professional Services object code of Budget Unit 010202 to initially and temporarily fund this contract. As part of the Mid-Year Financial Review, your Board will be asked to use General Fund contingencies to amend the County Administrator budget to fund the cost of this contract.

<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>12/14/16</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>12/14/16</u> Date <u>yes</u>
PERSONNEL DIRECTOR: <u>n/a</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>e</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-14-16
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

HdL Marijuana Management Team

David McPherson is the Cannabis Compliance Director, for HdL. Prior to joining the firm, he served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's unique experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a breath of experience to manage the HdL Marijuana Management Program. While working for the City of Oakland, he became the first Tax Administrator in the Country to successfully tax, audit and help regulate medical marijuana businesses. David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his experience in dealing with the industry to assist local and state agencies in developing marijuana policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266 which established the Medical Cannabis Regulation and Safety Act (MCRSA).

David is currently working on implementation and regulatory requirements for Prop 64 with local agencies to prepare them to mitigate several issues surrounding the ballot measure. Furthermore, he continues to provide technical support to the League of Cities, the Police Chief Association, Rural County Representatives of California, and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department Health Services and the State Board of Equalization in the implementation of best practices in regulating the Cannabis Industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, is the Cannabis Compliance Manager at HdL and will play a critical role in implementing the Marijuana Management Program. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations. While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED) Matt managed Criminal Investigators and civilian staff in the Denver Metro and Longmont Field Offices. During his tenure at the MED he conducted approximately 10,000 criminal investigations and compliance reviews on marijuana businesses which included regulatory and financial investigations. Matt, was well known for his ability to maintain working relationships with the Cannabis Industry leaders and external stakeholder in resolving issues. In addition, he was responsible for planning, developing and implementing report and field inspection protocols for the agency. Furthermore, he played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in the State of Colorado.

Matt Eaton received his Bachelors of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an Adjunct Instructor teaching law enforcement principals related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

AGREEMENT BETWEEN COUNTY OF INYO
AND Hinderliter, de Llamas and Associates Inc.
FOR THE PROVISION OF Commercial Cannabis Regulation Consulting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Cannabis Regulation Consulting services of Hinderliter, de Llamas and Associates of Diamond Bar, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed (\$75,000) Seventy-Five Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Office of the County Administrator	Department
P.O. Drawer N	Street
Independence, CA 93526	City and State

Contractor:	
Hinderliter, de Llamas and Associates	Name
1340 So. Valley Vista Drive #200	Street
Diamond Bar, CA 91765	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Hinderliter, de Llamas and Associates Inc.
FOR THE PROVISION OF Commercial Cannabis Regulation 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: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
Hinderliter, de Llamas and Associates Inc.

AND _____
Commercial Cannabis Regulation Consulting
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: 01-01-2017 **TO:** 06-30-2018

SCOPE OF WORK:

Contractor shall provide technical expertise and support to County Departments and the Board of Supervisors, as requested by the County Administrator or his designee, relative to the County's consideration of regulating commercial cannabis activities in Inyo County and the levying and collection of taxes on commercial cannabis activities. Consultant will assist the County in identifying key issues, considerations, and possible actions related to permitting, regulating and taxing each type of commercial cannabis activity – e.g., cultivators, manufacturers, warehouses, laboratories, dispensaries, and delivery services – that may be considered to take place in Inyo County, by community or geographic area if requested, including land use scenarios, ordinances and regulations related to cultivation, and distribution and related businesses; associated policies and procedures; community and industry engagement; and, cost-recovery mechanisms. Services may include but are not limited to:

- Conducting workshops with the Board of Supervisors
- Evaluating organization and staff capacity and making recommendations
- Assisting in the development of a registry or other mechanism to evaluate the level of commercial cannabis currently occurring in the County, and likely to occur in the County
- Proposing a process for community and stakeholder input relative to land use and other regulatory ordinances.
- Creating a list of key questions to ensure meaningful community engagement
- Analyzing and making recommendations regarding the number of possible commercial cannabis enterprises by type that could or should be allowed to operate in Inyo County
- Assisting in the development and creation of a land use ordinance
- Assisting in the development and creation of regulatory ordinances
- Recommending staffing configurations
- Providing considerations and recommendations regarding track and trace, business license and related compliance software and technologies
- Establishing a fee schedule to ensure cost recovery
- Preparing fiscal analyses
- Assisting in the development applications and applications processes
- Identifying alternatives for managing the application process, conducting the compliance inspections, and performing financial audits

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
Hinderliter, de Llamas and Associates Inc.

AND

Commercial Cannabis Regulation Consulting

FOR THE PROVISION OF

SERVICES

TERM:

01-01-2017

06-30-2018

FROM:

TO:

SCHEDULE OF FEES:

Contractor shall perform the services described in Exhibit A at the rates set forth below:

Principal Consultants David McPherson and Matt Eaton: \$250/hour

The cost of any travel time to and from Inyo County will be charged at \$125/hour. Notwithstanding Section 3. B., the contractor will be reimbursed for the actual cost of any lodging costs incurred in traveling to or from Inyo County. Travel time and related expenses will only be reimbursed when the travel is undertaken with the prior approval of the County Administrator.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Hinderliter, de Llamas and Associates Inc.
FOR THE PROVISION OF Commercial Cannabis Regulation Consulting **SERVICES**

TERM:

FROM: 01-01-2017

TO: 06-30-2018

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Request to enter into personal services contract

DEPARTMENTAL RECOMMENDATION:

Request your Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with the Terry Walker, the successful candidate for the Deputy County Counsel position, as a Deputy I at Range 81 (\$5,692-\$6, 921) Step B.

SUMMARY DISCUSSION:

On September 6, 2016, your Board authorized hiring one Deputy County Counsel I-IV. The ensuing recruitment process resulted in Ms. Walker being selected for the position. She possesses the education, experience, skills, and qualities that warrant appointing her as a Deputy County Counsel I at the B Step.

The position of Deputy County Counsel is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), making the position an 'at-will' position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; the Deputy or Assistant County Administrator, Psychiatrist; members of appointive boards, commissions, and committees; temporary personnel from the County Personnel Merit System or competitive service; and management-level positions that are or become vacant in the future if they are not represented by a recognized employee organization at the time of hiring). With the exception of salary and use of a County vehicle (the proposed contract would provide an auto allowance in lieu of such vehicle usage), the contract proposed for the Deputy County Counsel is the same contract your Board approved for the Senior Assistant County Counsel, and both are essentially the same contract that your Board executes with its appointed department heads. The contract serves to better define the position's 'at-will' status by specifying the contract may be terminated by the County "without cause, and at will, for any reason" by providing 90-days written notice of such intent to terminate. The contract also serves to clarify the position (Deputy County Counsel) is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations

ALTERNATIVES:

Your Board could decide not to approve the contract but this is not recommended as it is critical that County Counsel's Office fill its vacant attorney position, and Ms. Walker has the skills and experience to make an immediate contribution to the Office and the County.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding for the position in the remainder Fiscal Year 2015-2016 County Counsel 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>12/14/16</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>✓</u> Date <u>12/14/16</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>✓</u> Date <u>12/16/16</u>

DEPARTMENT HEAD SIGNATURE: Kevin Carunchia Date: 12/16/16
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)
by Sue DC

**AGREEMENT BETWEEN COUNTY OF INYO
AND TERRY WALKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY COUNSEL I**

INTRODUCTION

WHEREAS, Terry K. Walker (hereinafter referred to as "Deputy") has been duly appointed as Deputy County Counsel I for Inyo County; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with County Counsel.

3. TERM.

The term of this Agreement shall be from December 29, 2016 until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Deputy for the travel expenses and per diem which Deputy incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy without the proper approval of the County.

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

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement. Further, during the term of this Agreement, Deputy must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Deputy to practice law in the State of California and before all appropriate federal courts. Deputy will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

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

remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Ninety (90) days written notice of such intent to terminate. This Agreement may otherwise only be terminated by County for cause.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. ATTORNEY'S FEES.

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

18. AMENDMENT.

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

19. NOTICE.

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

County of Inyo	
County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Deputy	
Terry K. Walker	Name
1488 Bear Creek Drive	Street
Bishop, CA 93514	City and State

20. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND TERRY WALKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY COUNSEL I**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
28th DAY OF December, 2016

COUNTY OF INYO

DEPUTY

By: _____

By: TERRY K. WALKER
Print or Type Name

Dated: _____

Terry Walker
Signature

Dated: 12/8/16

**APPROVED AS TO FORM AND
LEGALITY:**

County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Andy Shepherd
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

[Signature]
Personnel Services

Elected-Appntd Officials/P.208

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND TERRY WALKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY COUNSEL I**

TERM:

FROM: December 29, 2016 **TO:** **TERMINATION**

SCOPE OF WORK:

Deputy shall perform the duties and responsibilities as identified in the job description for Deputy County Counsel I attached hereto.

DEPUTY COUNTY COUNSEL III/III/IV

DEFINITION

Under direction, to provide legal representation, advice and assistance to County departments, management, special districts, and the Board of Supervisors; to represent and advise County governmental jurisdictions in legal and business matters; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This Deputy County Counsel job series consists of four distinct levels of proficiency and expertise which are assigned at the department head's discretion in accordance with budget provisions, organizational needs, the individual attorney's expertise and skill, and the experience requirements for the respective levels. Assignments in this professional job series range from the least difficult requiring minimal expertise and experience to the litigation of the most difficult, complex and sensitive civil trial cases requiring highly advanced legal knowledge, skill and experience. Allocations to the IV level are reserved for positions where the sensitivity, complexity, difficulty and consequences associated with the assignment, coupled with the required skill level of the assigned attorney, which would clearly exceed that of all other non-managerial assignments in the office.

LEVEL OF RESPONSIBILITY AND SCOPE

The amount and type of supervision provided to incumbents in this job series ranges from close to minimal depending on individual attorney's assigned classification and expectations for that level and the attorney's degree of proficiency in the practice of law.

Deputy County Counsel I receives direct to general supervision from the County Counsel or his/her designee while learning the County's organization, operations, and services provided. This job class also receives direct to general supervision and review while learning the skills to apply the law within the context of a governmental agency under established regulations, mandates, laws, codes, and guidelines.

Deputy County Counsel II receives consistent direction from the County Counsel or his/her designee in the application of a variety of established regulations, mandates, laws, codes, and guidelines to the administration and operations of the County organization and assigned departments. Incumbents assigned to this job class receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies within assigned areas of responsibility.

**COUNTY of INYO
Deputy County Counsel I/II/III/IV**

Deputy County Counsel III receives general direction from the County Counsel or his/her designee in the application and interpretation of a variety of the more complex regulations, mandates, laws, codes, and guidelines to the administration and operations of the County organization and assigned departments. Incumbents assigned to this job class are expected to be knowledgeable in all areas of the County's functions and operations as well as fully knowledgeable of all legal requirements and standards as applied to the County of Inyo within the state of California. Incumbents in this job class must be highly skilled in contract law, negotiations, mediation, and litigation.

Deputy County Counsel III positions serve as primary resources to other legal and departmental staff in assigned areas of law and County operations. Positions in this job class may supervise the work of others.

Deputy County Counsel IV receives over-all direction from the County Counsel or his/her designee in the broad application and interpretation of a variety of the more complex regulations, mandates, laws, codes, and guidelines to the administration and operations of the County organization and assigned departments. Incumbents assigned to this job class are expected to be knowledgeable in all areas of the County's functions and operations as well as fully knowledgeable of all legal requirements and standards as applied to the County of Inyo within the state of California. Incumbents in this job class must be highly skilled in contract law, negotiations, mediation, and litigation.

Deputy County Counsel IV positions serve as primary resources to other legal and departmental staff in assigned areas of law and County operations. Positions in this job class may supervise the work of others.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

Advises and represents County departments, management, the Board of Supervisors, commissions, and special districts, on a wide variety of legal matters.

Reviews, researches and prepares contracts and agreements; oversees and offers legal opinions on the continuing monitoring of assigned contracts and agreements to ensure on-going compliance and adherence to contractual obligations.

Researches and writes opinions, legal briefs, petitions, ordinances, resolutions, court orders and related correspondence and documents to support and best serve the interests of the County, its departments, and its citizens.

Reviews dependency petitions; represents child protective services in juvenile dependency proceedings.

Interviews and prepares witnesses for testimony in a variety of litigations and mediations.

Reviews and interprets current legislation, litigation, and judicial opinions relevant to County

COUNTY of INYO
Deputy County Counsel I/II/III/IV

services; advises county personnel and Board of Supervisors on relevancy of such legislation and litigation to the County of Inyo and its operations.

Prepares probate conservatorship and related petitions and presents evidence and arguments in court as necessary and as assigned.

Interprets and applies a variety of laws, court decisions, and other opinions/pronouncements from legal authorities in the preparation of pleadings, papers, briefs as well as in the provision of case preparation, trial litigation, and appellate services.

Drafts and reviews a variety of legal documents pertaining to land acquisition, leases, financing, bond issues, and other specialized governmental matters.

Oversees and monitors the work of consultants, contractors, and outside legal representation to ensure quality and timely work product and delivery; represents County and its interests in the fulfillment of contracted services; negotiates contractual arrangements/agreements/ and acts as resource in the communication of County's needs and priorities.

Advises staff and management on case management strategy and techniques, questions of evidence, law, procedure, and court presentation.

Makes presentations before the Board of Supervisors, commissions, and special districts; represents the County in meetings with representatives of other governmental agencies, professional, business and community organizations.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Basic to Expert Knowledge of:

- Principles of civil, criminal, constitutional and administrative law.
- Practices, principles, and methods of legal research.
- Judicial procedures and processes.
- Principles and practice of pleadings.
- Statutes and codes applicable to civil procedures.
- Ordinances, rules, regulations and policies governing local government services and operations.
- Precedent decisions impacting local government and special district operations.

COUNTY of INYO
Deputy County Counsel I/II/III/IV

Skill to:

- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policies and procedures; and explain relevant policies, procedures and matters of law to County officers, employees, outside counsel and the general public.
- Analyze, appraise and organize facts, evidence and precedents and present such material orally or in writing in clear and logical form; and analyze and appraise a variety of legal documents and instruments.
- Draft legal instruments such as ordinances, resolutions, Board orders and contracts.
- Prepare and present legal cases and perform legal research.
- Recommend investigative alternatives.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Obtain information through interview; handle multiple cases; work with interruption; and deal firmly and courteously with the public.
- Analyze situations quickly and objectively to determine proper course of action.
- Operate and utilize a variety of office equipment including computer hardware, software, and peripheral equipment at a sufficient level for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Prioritize assigned work effectively for successful job performance.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

License or Certificate:

- Active membership in the California State Bar Association.
- Admission to practice before state and federal courts.
- May need to possess a valid driver's license as required by the position. Proof of adequate vehicle insurance and medical clearance may also be required.

Experience and Training

- Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

**COUNTY of INYO
Deputy County Counsel I/II/III/IV**

Experience:

Deputy County Counsel I: Up to two (2) years of professional practice of public or civil law within the state of California.

Deputy County Counsel II: At least two (2) years of progressively responsible practice of public or civil law within the state of California.

Deputy County Counsel III: At least three (3) years of progressively responsible practice of public or civil law within the state of California.

Deputy County Counsel IV: At least four (4) years of progressively responsible practice of public or civil law within the state of California.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in law, business administration, public administration, liberal arts, or a related field supplemented with graduate coursework to qualify for California Bar law exam.

Typical Physical Requirements:

On a continuous basis, sit at desk or in meetings for long periods of time; intermittently, walk, stand and bend while going to/from other offices or court and taking files to/from meetings or court; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with clients and to understand actions in public meetings, hearings, or court proceedings; and lift light weight.

Typical Working Conditions:

Most assigned work is normally performed in an office or courtroom environment. Continuous contact with County staff, management, general public, and outside organizations/agencies.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND TERRY WALKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY COUNSEL I**

TERM:

FROM: December 29, 2016 _____ **TO: TERMINATION**

SCHEDULE OF FEES:

1. Deputy shall be paid at Range 81 (Currently \$5,692 - \$6,921 per month), Step B (currently \$5,983) Deputy County Counsel I and shall be paid every two weeks on County paydays.
2. The County Counsel will review Deputy's performance annually. As a result of such review, the County Counsel may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize an increase in Deputy's salary to a higher step in the range for Deputy's position.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2013-51 or a successor resolution applicable to Management Employees.
4. County will provide a \$250 per month car allowance.
5. Deputy is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND TERRY WALKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY COUNSEL I**

TERM:

FROM: December 29, 2016 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS



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: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Approval of Contracts between the County of Inyo and William D. Stinnett and Jeffrey E. Mullenhour for Personal Services

DEPARTMENTAL RECOMMENDATION:

Request your Board consider new contracts between the County of Inyo and the following, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

- a) Approve the contract with William D. Stinnett, for Personal Services for the term of January 1, 2017 through December 31, 2019, for a total contract amount not to exceed \$58,000; and
- b) Approve contract with Jeffrey E. Mullenhour, for Personal Services for the term of January 1, 2017 through December 31, 2019, for a total contract amount not to exceed \$58,000

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

These two contracts will facilitate the continued operation of the Coroner's Office. On June 21, 2016, amendments for each of these contracts came before your Board. The contracts were extended through December 31, 2016 with the understanding that new contracts would be coming before you after the Board approved the Fiscal Year 2016-2017 Budget.

Each of these contracts represents a \$150 per month increase for the Deputy Positions, and those increases were represented in the CAO Recommended Budget, which was ultimately approved by your Board. These positions last received an increase back in January, 2013. As noted in the past, via Contract, the contractors are available 24/7, 365 days a year (other than vacation time). They do not participate in PERS or the county health insurance program.

ALTERNATIVES:

Your Board could deny these contracts, which is not recommended as these positions are critical for maintaining the current levels at the Coroners Office.

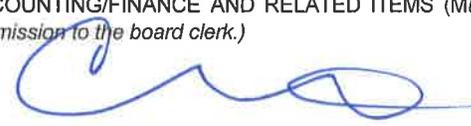
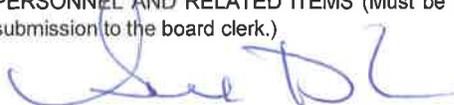
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding is budgeted in the Coroners Budget (023500) in the current fiscal year and will be budgeted in future budget years.

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>12/12/16</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: <u>yes</u> Date <u>12/9/2016</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: <u>✓</u> Date <u>12/12/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 12/08/16

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Jeffrey E. Mullenhour (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2017 to December 31, 2019, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$58,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

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

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

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

9. WORKERS' COMPENSATION.

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

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Chief Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

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

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

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

16. CONFIDENTIALITY.

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

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

19. FUNDING LIMITATION.

The ability of the County 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer 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 20 (Amendment).

20. AMENDMENT.

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

21. NOTICE.

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

County of Inyo
Coroner _____ Department
325 West Elm Street _____ Street
Bishop, CA 93514 _____ City and State

Officer:
Jeffrey E. Mullenhour _____ Name
220 E Post St / PO Box 755 _____ Street
Lone Pine, CA 93545 _____ City and State

22. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullennour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

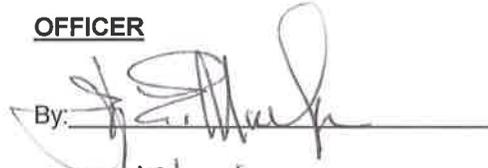
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: 

Dated: 12 | 07 | 2016

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 01/01/2017 **TO:** 12/31/2019

SCOPE OF WORK:

- Death investigations as required by statutes
- Available to respond to coroner's obligations 24 hours per day
- On scene investigations and photography
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens
- Travel and attend out of county autopsies when forensic autopsies are required
- Complete the medical portion of death certificates and sign
- Provide written coroner reports as required
- Be prepared to assist the Coroner in all investigations enumerated by law
- Attend continuing education classes as necessary for completion of duties
- Be responsible for all functions of the coroner's office in the absence of the Coroner
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week

The contractor will be reimbursed \$0.80 per mile for transportation of deceased Inyo County residents and transients (when no funds are available from other sources) to the southern branch of the Inyo County Coroner's Office in Lone Pine, CA (Mt. Whitney Funeral Home), for removals from Tecopa, Shoshone, and the Death Valley areas of Inyo County.

Jeffrey E. Mullenhour, Director, Mt. Whitney Funeral Home, Lone Pine, CA will provide a vehicle for this purpose. He/we will respond 24 hours per day for removals, with all expenses for the vehicle, including maintenance, repairs and insurance to be provided by the Mt. Whitney Funeral Home.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 01/01/2017 **TO:** 12/31/2019

SCHEDULE OF FEES:

\$1,350.00 / Month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

01/01/2017 12/31/2019
FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per Diem reimbursement to be paid as per County's travel policy.

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, William D. Stinnett (hereinafter referred to as "Officer") has been duly appointed as Chief Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2017 to December 31, 2019, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$58,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

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

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

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

9. WORKERS' COMPENSATION.

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

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Chief Deputy Coroner _____ of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

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

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

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

16. CONFIDENTIALITY.

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

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

19. FUNDING LIMITATION.

The ability of the County 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer 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 20 (Amendment).

20. AMENDMENT.

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

21. NOTICE.

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

County of Inyo	
Coroner	Department
325 West Elm Street	Street
Bishop, CA 93514	City and State

Officer:	
William D. Stinnett	Name
2357 Navajo Circle	Street
Bishop, CA 93514	City and State

22. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

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

COUNTY OF INYO

OFFICER

By: _____

By: William Stinnett

Dated: _____

Dated: 12/8/2014

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 01/01/2017 **TO:** 12/31/2019

SCOPE OF WORK:

- Death investigations as required by statutes
- Available to respond to coroner's obligations 24 hours per day
- On scene investigations and photography
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens
- Travel and attend out of county autopsies when forensic autopsies are required
- Complete the medical portion of death certificates and sign
- Provide written coroner reports as required
- Be prepared to assist the Coroner in all investigations enumerated by law
- Attend continuing education classes as necessary for completion of duties
- Be responsible for all functions of the coroner's office in the absence of the Coroner
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 01/01/2017 **TO:** 12/31/2019

SCHEDULE OF FEES:

\$1,350.00 / month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 01/01/2017 **TO:** 12/31/2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per Diem and reimbursements to be paid as per the County's travel policy



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: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of January 1, 2017 through June 30, 2017, AND
2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed \$11,000.00 for the period of January 1, 2017 through June 30, 2017.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

In order to accomodate a recent work order for additional lab services over the next six months, more lab supplies are required. Approval of this request will allow the Department to purchase the needed supplies. This increase in lab expenses is projected to result in lab revenues increasing by approximately \$20,000.

ALTERNATIVES:

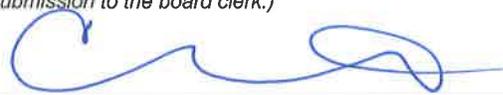
As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentaion and/or heterotrphic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The budget will be adjusted during the Mid-Year Review process to account for this additional expenditure.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/8/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Marvin Mohaupt Date: 12/8/2016
(Not to be signed until all approvals are received)

Sole Source Justification Form

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

This is a sole source because:

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

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

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

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p>See attached.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Marvin Moskowitz, Director</p>	
<p>DEPARTMENT NAME Environmental Health Services</p>	<p>PHONE (760)878-0238</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Idexx Laboratories</p>	<p>SUPPLIER CONTACT PERSON Dave Jefferson</p>
<p>SUPPLIER ADDRESS One Idexx Drive, Westbrook, Maine 04092</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER (800) 321-0207, Ex. 68846</p>



ISO 9001:2008 CERTIFIED

Sheri Aust
Inyo County
Environmental Health Dept.

April 1, 2015

Ms. Aust,

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Dave Jefferson at 1-800-321-0207 ext. 68846.

Sincerely,

Dave Jefferson
Western States Accounts

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: December 13, 20²⁰ 2016

SUBJECT: Contract between County of Inyo and James Richardson, MD

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between County of Inyo and James A. Richardson, MD, as the Inyo County Health Officer, in an amount not to exceed \$726,000 for the period of January 1, 2017 to June 30, 2022, contingent upon approval of future budgets, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The long-time Health Officer for Inyo County, Dr. Richard Johnson, is retiring and terminating his contract with Inyo County effective December 31, 2016. Upon learning of his retirement plans, the Health and Human Services department initiated a recruitment for County Health Officer with the addition of jail medical services and subsequently negotiated a new contract for Health Officer with Dr. James A. Richardson, subject to Board approval. Dr. Richardson previously served as the Inyo County Health Officer for about a decade and has provided medical services in the Inyo County Jail and Juvenile Center on a temporary basis since January, 2016.

Upon your Board's approval, Dr. Richardson will be responsible for all Health Officer duties mandated by CA Health and Safety Code and other CA regulations, including, but not limited to: oversight of communicable disease issues, reporting and prevention; enforcement of local orders and ordinances pertaining to public health; declaration and/or provision of leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency; and ensuring that immunizations are available to the public.

He will also provide clinical oversight of public health nursing staff and support public health activities to ensure the effectiveness of community health services including: communicable disease control, maternal and child health services, emergency services and disaster planning, laboratory services, and environmental health.

Dr. Richardson will also be serving as the Corrections Medical Director, as required by CA Code of Regulations Title 15, which is separate from, and in addition to, Health Officer duties. As the Corrections Medical Director, Dr. Richardson will provide health services to the Inyo County Jail and Juvenile Center, including 24/7 availability to jail/juvenile center nursing and on-call nursing staff.

ALTERNATIVES:

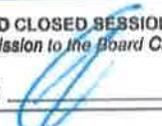
Your Board could choose to not approve this contract, which would mean that mandated Health Officer activities, Public Health clinical oversight, and jail health services would not be covered until another licensed physician could be recruited and placed under contract.

OTHER AGENCY INVOLVEMENT:

CA Departments of Public Health and Health Care Services, Inyo County Jail, local partners and patients who rely on Public Health services.

FINANCING:

Funding for this contract comes from State Health budget funds, health Realignment, and Vehicle License Fees. This expense is budgeted In Health (045100) In Contract Employees (5002). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved:  Date: <u>12/05/16</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: <u>12/15/16</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:  Date: <u>12-14-2016</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-15-16
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, James A. Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2017 to June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Anna Scott, title HHS Deputy Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$726,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

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

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

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

9. WORKERS' COMPENSATION.

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

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

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

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

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

16. CONFIDENTIALITY.

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

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

19. FUNDING LIMITATION.

The ability of the County 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer 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 20 (Amendment).

20. AMENDMENT.

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

21. NOTICE.

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

County of Inyo
Health & Human Services _____ Department
207 A W South St. _____ Street
Bishop, CA 93514 _____ City and State

Officer:
Dr. James A. Richardson _____ Name
307 Academy Ave _____ Street
Bishop, CA 93514 _____ City and State

22. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

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

COUNTY OF INYO

OFFICER

By: _____

By: James A. Richardson MD

Dated: _____

Dated: 12-2-16

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

January 1, 2017 June 30, 2022
FROM: _____ **TO:** _____

SCOPE OF WORK:

Contractor shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention, as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Shall provide clinical oversight of licensed public health staff/contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after action reports, as appropriate.

May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries.

May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local interagency meetings as defined by the HHS Director or Deputy Directors. Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, HHS Deputy Director- Behavioral Health, or their designees.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: January 1, 2017 TO: June 30, 2022

SCHEDULE OF FEES:

County shall agree to pay a flat rate of \$5,076.92 per pay period, not to exceed \$132,000 per year.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

January 1, 2017 June 30, 2022
FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor shall be reimbursed for travel and per diem per County's travel policy. Contractor shall also have use of County vehicle for County-related travel, as needed.



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 15

FROM: Public Works Department

FOR THE BOARD MEETING OF: December, 20, 2016

SUBJECT: **Lease Agreement between County of Inyo and Federal Express Corporation**

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve the Contract between the County of Inyo and Federal Express Corporation for the lease of certain land at the Eastern Sierra Regional Airport in an amount not to exceed \$34,125, for the period of *November 1, 2016 thru October 31, 2021* and authorize the Chairperson to sign, contingent upon appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The county has leased the property located at 703 Airport Road in Bishop for over 10 years. This lease is simply extending the previously agreed upon space of 17,500 sq.ft at .39 per sq. ft for a total of \$568.75 per month for a 60 month period.

ALTERNATIVES:

Your Board could choose not to approve this lease. This is not recommended as the entire County of Inyo benefits from having a fed-ex location in bishop and they purchase a large quantity of fuel from the Bishop Airport.

OTHER AGENCY INVOLVEMENT:

- County Counsel
- Auditors Office
- Federal Express Corporation

FINANCING:

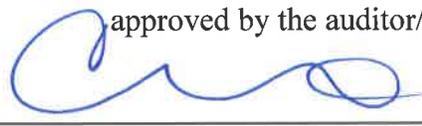
The funding coming in from this lease will reimburse the Bishop Airport General Operation Budget of 150100 object code 5291 Rents and Leases

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 12/8/16

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 12/13/2016

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)

 Date: 12/13/16

92-1341-006

LEASE BETWEEN THE COUNTY OF INYO AND FEDERAL EXPRESS CORPORATION FOR THE USE OF CERTAIN LAND AT THE EASTERN SIERRA REGIONAL AIRPORT

This Lease, made and entered into as of the 1st day of November 2016 by and between the County of Inyo, a political subdivision of the State of California, acting by and through the governing body of said County, its Board of Supervisors, hereinafter referred to as "Lessor" or "County", and Federal Express Corporation, a Delaware Corporation, hereinafter referred to as "Lessee".

In Consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree to the following:

SECTION ONE. LEASE OF GROUND SPACE.

County hereby leases to Lessee, for the term and upon the conditions hereinafter provided, that portion of the Eastern Sierra Regional Airport located in the County of Inyo at 703 Airport Road, Bishop, CA 93514, which portion is more particularly described in Exhibit "A" attached hereto and incorporated herein, (which is hereinafter referred to as the "Leased premises") for the purposes of the construction thereon, maintaining and using the facility hereinafter described.

SECTION TWO. TERM.

The initial term of this Lease will be for Five (5) years beginning November 1, 2016 and continuing through and including October 31, 2021

SECTION THREE. MAINTENANCE.

Lessee agrees to maintain the Leased premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Lease. The Leased premises and improvements thereon shall be in as good condition at the termination of the Lease as they existed at the commencement of the Lease Agreement, less reasonable wear and tear.

SECTION FOUR. TERMINATION.

In the event of a breach by the Lessee of any term, provision or condition of the Lease Agreement, County shall have the right to terminate the Lease upon serving proper notice(s) to the Lessee. Notice of termination by County shall not relieve Lessee from the performance of any obligations under this Lease Agreement. Such termination shall not prevent County from recovering any moneys due or damages, or from enforcing such obligations or recovering compensatory damages for any default by Lessee. Nothing contained in this paragraph shall be deemed to provide the exclusive remedy of the County and County shall have the right to pursue any other remedy provided by law or this Lease.

In the event of any such breach by Lessee, County shall have the option to continue the Lease in full force and effect, to collect rent when due, and to re-enter premises during the period Lessee is in breach in order to re-let the premise to third parties for the Lessee's account.

SECTION FIVE. RENT.

For the use of the Leased premises, Lessee shall pay County, in lawful money, at the address specified in the Agreement, rent in an amount as set forth below on a quarterly basis payable in advance on the first day of the billed quarter. The amount of rent may be changed from time to time by County upon 30 days notice to the Lessee. Such rate changes shall be based on the then current Consumer Price Index (CPI) normally used for the geographic area, however such increases shall not exceed 5.0 % percent of the then existing rent amount. The initial amount of rent for the land lease is \$0.39 per square foot per year (17,500 sq. ft. per Exhibit A), which yields a rent per month of \$568.75 and per calendar quarter of \$1706.25. Lease payments will be made without any set off, and without regard to any other claim of contribution, improvement or counter claim.

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

SECTION SIX. OWNERSHIP OF IMPROVEMENTS.

Ownership of Lessee's modular office facility and any other personal property of Lessee shall remain in Lessee. Ownership of all other improvements made by Lessee to the Leased premises shall remain in Lessee during the initial period of this Lease. During said period, Lessee shall be entitled to all depreciation, deductions, investment tax credits and any other deductions permitted by the Federal, State or other governmental bodies with reference to ownership of the improvements.

SECTION SEVEN. TRANSFER OF OWNERSHIP.

Upon the expiration of the initial term, title to all capital improvements to the Leased premises shall vest in County. "Capital improvements" as used herein shall exclude all personal property and trade fixtures, such as equipment, lighting fixtures, office furniture and partitions, and Lessee's modular office facility.

SECTION EIGHT. REMOVAL OF CAPITAL IMPROVEMENTS.

Lessee shall be forbidden from removing any capital improvements from the location at which they are constructed or otherwise installed. However, Lessee shall be permitted at any time to remove any personal property or trade fixtures, such as equipment, lighting, fixtures, office furniture and office partitions, and Lessee's modular office facility from the Leased premises.

SECTION NINE. EASEMENT DEED AND AGREEMENT.

The property herein leased by the County to the Lessee is the subject of a recorded Easement Deed and Agreement from the City of Los Angeles Department of Water and Power, to the County, and by this reference, incorporated into this Lease (the "Easement Deed"). This Lease is subject to all of the terms and conditions imposed upon County by said Easement Deed, and Lessee hereby agrees to abide by all of the terms of the Easement Deed and shall not engage in any conduct or activity that would, if performed by County, constitute a breach of the Easement Deed.

SECTION TEN. SERVICES PROVIDED.

Lessee will maintain the modular office facility. Lessee will perform normal grounds maintenance and provide repair and care of Leased premises and any improvements thereon. All such maintenance, upkeep, and repair will be done at the sole expense of Lessee without any cost to County. Further, County may assess Lessee for negligent damage to the Leased premises or the area immediately adjacent to the leased premises caused by spillage of petroleum products from containers used by Lessee or by any other cause.

In the event the County notifies Lessee that the modular office facility within the Lessee's area are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. When the nature of the repairs is such that they must be performed immediately in order to provide for the immediate safety of the public or other airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs and Lessee will be responsible for paying the cost of said repairs.

SECTION ELEVEN. UTILITIES.

All charges for water, power, gas, telephone, and any other utility service used by Lessee in connection with the occupancy and use of the Leased premises, including deposits, connection fees or charges and meter rentals, charged by the supplier or any such utility service, and the costs of facilities for connecting the Leased premises to such utility services, or facilities, shall be paid by Lessee.

SECTION TWELVE. SUBLEASE/ASSIGNMENT.

Lessee shall not have the right to sublease the Leased premises or to assign this agreement without prior written approval of the County. The foregoing notwithstanding, Lessee may assign this Lease, or sublet the Leased premises, to any operating subsidiary of FedEx Corporation without Lessor's consent.

SECTION THIRTEEN. CONDITION OF PREMISES.

Lessee shall inspect the Leased premises and accept the Leased premises in its present condition without any liability or obligation on the part of the County to make any alterations, improvements or repairs of any kind on or about the Leased premises.

SECTION FOURTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter on the Leased premises at reasonable times, with twenty-four (24) hour prior notification to Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the Leased premises. Lessee agrees to permit County to do so. County may, for such time as is reasonably necessary to make such alterations, additions, or repairs erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent of the Leased premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the Leased premises, or loss of occupation thereof, provided that Lessor shall use reasonable efforts not to interfere with Lessee's business operations.

SECTION FIFTEEN. IMPROVEMENTS AND ALTERATIONS.

No structural improvements of or to facilities, including structural additions or alterations shall be erected or constructed upon the Leased premises by Lessee without the written consent of County. The County, however, has already approved the installation of Lessee's modular office facility on the Leased premises. Lessee will be required to obtain building permits, and comply with all applicable building codes and requirements in installing, constructing, and using the office trailer and trailer dock on the Leased premises.

SECTION SIXTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the Leased premises during the term hereunder. Lessee shall forward to County the proposed design for said signs prior to placing said signs on the Leased premises. Lessee shall not place the proposed signs on the Leased premises until County has given its consent to the proposed signs. County shall not unreasonably withhold said consent. Lessee shall remove signs at the termination or expiration of this Lease. All signs shall comply with the County's sign ordinance, to the extent it is applicable.

SECTION SEVENTEEN. WASTE.

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

SECTION EIGHTEEN. FIRE INSURANCE.

For the term of this Lease, Lessee will maintain fire and extended coverage insurance through its existing blanket insurance policy on its modular office facility. The County's Risk Manager shall verify the existence of such insurance coverage.

SECTION NINETEEN. INSURANCE.

a. General Liability. Lessee shall procure and maintain in force throughout the duration of this Lease a comprehensive liability and property damage insurance in accordance with the following terms and conditions:

- (1) The County approved carrier is Protective Insurance Company which has a "Best's Policyholders Rating" of an "A-, A or "A+";
- (2) The policy must have minimum coverage levels of \$2,000,000.00, combined single limit for bodily injury liability and property damage liability;
- (3) The policy must include premises liability construction alterations and contractual liability coverage.
- (4) The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County; and
- (5) The County of Inyo, the City of Los Angeles, the Los Angeles Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, their respective agents, officers, and employees shall be named as additional insureds, and a

certificate of insurance shall be provided to County within ten (10) days after the effective date of Lease.

b. Workers' Compensation. Lessee shall procure and maintain in force throughout the duration of this Lease, workers' compensation insurance coverage for all Lessee's employees who work at the leased premises. By executing a copy of this Lease, Lessee acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Lessee has complied, and will comply during the term of this Lease with all provisions of the California Labor Code with regard to its employees. A certificate of insurance shall be provided to the County upon its request. Lessee expressly waives its immunity for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Lease extends to any claim brought by or on behalf of any employee of the Lessee. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of the County, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the County, its agents, or employees, the obligations provided herein to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Lessee, its officers, agents, and employees.

SECTION TWENTY. HOLD HARMLESS.

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

SECTION TWENTY-ONE. COMPLIANCE WITH LAW.

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

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

In accordance with Revenue and Taxation Code Section 107.6, Lessee is advised, recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall pay when due, all taxes and assessments of whatever character that may be levied or charged upon its leasehold estate and/or possessory interest in the Leased premises and Lessee's operations

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

SECTION TWENTY-THREE. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Eastern Sierra Regional Airport are hereby incorporated into, and made a condition of, this Lease:

a. The Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
- (3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach thereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce the provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d", and "e.") in any lease, agreement, contract, etc., by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it has undertaken an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without Lessee's interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Eastern Sierra Regional Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Eastern Sierra Regional Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION TWENTY-FOUR. MODIFICATION.

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

SECTION TWENTY-FIVE. SUBORDINATION.

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

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

SECTION TWENTY-SIX. MECHANICS LIEN.

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

SECTION TWENTY-SEVEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by any reason of acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes without the fault, and beyond the control of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the Lessee from the payment of the quarterly Lease payment or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION TWENTY-EIGHT. WAIVER.

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, conditions, or term; nor shall any failure of the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any matter changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written agreement, signed by both parties.

SECTION TWENTY-NINE. NON-MONETARY DEFAULT.

In the event that County or Lessee shall default in any term or condition of any Lease term or condition (other than a monetary term or condition subject to Lease Section Thirty-Nine) and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default, specifying the default or defaults complained of (or in the case of a default which cannot be cured within such thirty (30) day period, within a reasonable time thereafter, provided cure is commenced within such thirty (30) day period and the cure is diligently and in good faith continued to completion), the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION THIRTY. INUREMENT.

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

SECTION THIRTY-ONE. COSTS AND FEES.

In the event suit should be brought by any party to this Lease as against the other party hereto, by reason of the breach of any covenant or obligation on the part of the other party, or arising out of this Lease, then and in such event, the party in whose favor judgment shall be rendered shall be entitled to have and recover of and from the other, such reasonable attorney fees as may be fixed by the court wherein such judgment shall be rendered; such attorney fees to be part of and to be included in the final judgment that shall be entered.

SECTION THIRTY-TWO. SEVERABILITY.

The invalidity of any provision of the Lease as is determined by a court of competent jurisdiction shall in no way affect the validity of any other provision thereof.

SECTION THIRTY-THREE. PARTIAL INVALIDITY.

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

SECTION THIRTY-FOUR. TIME IS OF ESSENCE.

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

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by both parties hereto. This Lease specifically supersedes the existing 2011 lease between the parties applicable to the Leased Premises.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

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

SECTION THIRTY-SEVEN. ADMINISTRATION.

This Lease agreement shall be administered on behalf of the County by the Deputy Director of the Department of Public Works, and on behalf of the Lessee by its Contract Administrative Department.

SECTION THIRTY-EIGHT. NOTICE.

Any notice or notices provided by this Lease or required by law to be given or served upon County or Lessee may be given or served by depositing the same in the United States Mail, postage prepaid, or by overnight courier, addressed as follows:

Lessee:

Federal Express Corporation
3680 Hacks Cross Road, 3rd Floor
Memphis, Tennessee 38125
Attention: Manager, Industrial Real Estate (92-1341)

Also copy to:
Federal Express Corporation
Legal Department
3620 Hacks Cross Road, 3rd Floor
Memphis, Tennessee 38125
Attention: Managing Director

Lessor:

County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, California 93526;

Eastern Sierra Regional Airport
Federal Express Air Lease

or to such other address as County or Lessee may subsequently specify in writing, or notices may be personally served upon Lessee or the Director, County of Inyo, Department of Public Works.

SECTION THIRTY-NINE. MONETARY DEFAULTS.

If default shall be made by Lessee in the payments of the rent or other monetary obligation herein set forth, and such default shall continue for three (3) days after notice thereof in writing to the Lessee, then and in any such event, County may forthwith at its option terminate this lease, and take possession of the Leased premises or any part thereof, with or without process of law, using such force as may be necessary in so doing, and again to recover the possession of the Leased premises.

SECTION FORTY. HOLDING OVER.

Any holding over after the expiration of said term, with the consent of the County, shall be construed to be a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable. Said tenancy may be terminated only upon giving thirty (30) days' written notice by either Lessee or County.

SECTION FORTY-ONE. USE OF PREMISES.

The Leased premises are leased to be used by Lessee as a modular office facility and parking area for its small package delivery business. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the Leased premises for any other purpose without first obtaining the written consent the County.

SECTION FORTY-TWO. AIRPORT REGULATIONS.

Lessee in the use of the Leased premises agrees to comply with, obey, and abide by the ordinances and any other airport-related rules or regulations of the County of Inyo, and the laws of the State of California and of the United States of America.

SECTION FORTY-THREE. QUIET POSSESSION.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____

LESSOR
County of Inyo

By: _____

By _____
Chairman Board of Supervisors

LESSEE
Federal Express Corporation

Wiley Johnson

Approved

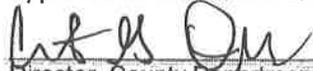
Legal Department
BRJ 10/3/2016

AS 10/7/16
J. G. Tubib

Eastern Sierra Regional Airport
Federal Express Air Lease

Date: _____

Approved as to form and content:



Director, County Department of
Public Works

Approved as to form and legality:



County Counsel

Approved as accounting form and content:



County Auditor

Approved as to insurance and risk management:

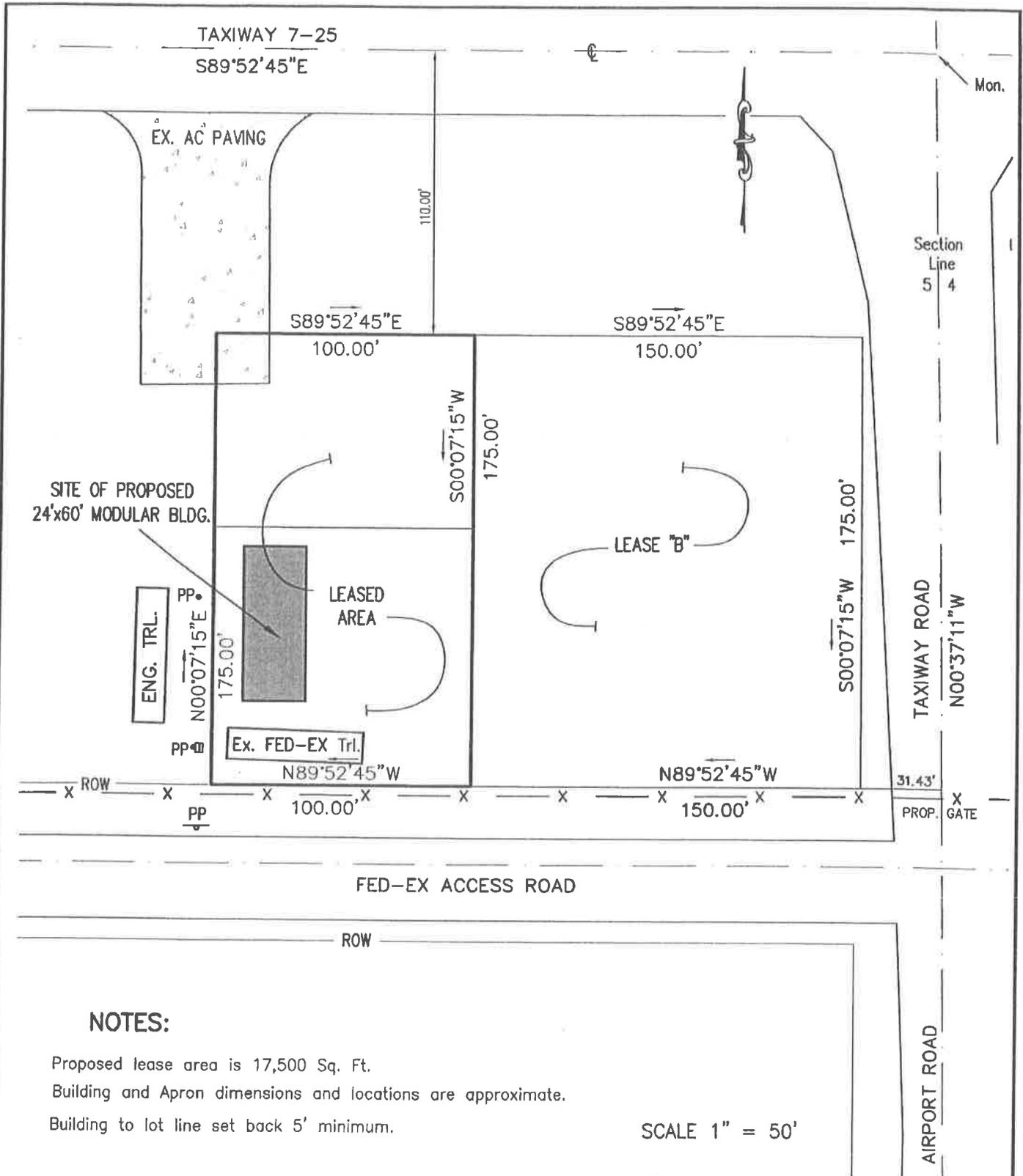
County Risk Manager

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Eastern Sierra Regional Airport
Federal Express Air Lease
12

Modified Lease No. 030
092216

EXHIBIT A



NOTES:

- Proposed lease area is 17,500 Sq. Ft.
- Building and Apron dimensions and locations are approximate.
- Building to lot line set back 5' minimum.

SCALE 1" = 50'

<p>PROPOSED FEDEX AIR LEASE AT EASTERN SIERRA REGIONAL AIRPORT</p>		<p>Plane Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201</p>
<p>Drawn By: T. DEAN</p>	<p>Date: 11/2016</p>	<p>Drawing Name: rald\rao\FeEx.dwg</p>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Public Works

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Authorization to issue blanket purchase order to Hickman Construction for Water Systems leak repairs.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Hickman Construction in the amount of \$20,000 from the Water Systems budgets for Service repairs and parts.

SUMMARY DISCUSSION:

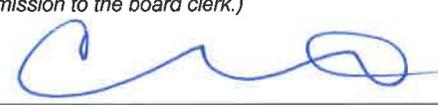
Public Works is requesting authorization to open a blanket purchase order for Hickman Construction that typically exceeds \$10,000 in annual purchases to Public Works. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy. Public Works did attempt to go out to bid for a contract and was unsuccessful. We reached out to seven different vendors and Hickman Construction was the only contractor interested in doing the repairs, however they were not interested in entering into a contract.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of the blanket purchase order or modify the amount. In the event that the blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchase would be used.

FINANCING: Included in the 152201,152101,152301 budget for the 2016/2017 fiscal year 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>12/7/16</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>12/9/2016</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: 12/12/16



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: December 20, 2016

SUBJECT: Approve Amendment No. 7 to the master contract for the provision of trash disposal service with Preferred Septic and Disposal Inc. of Bishop, CA, extending the term by thirty-one days to January 31, 2017 and for additional service needs, increasing the contract by \$3,022.87 for a not-to-exceed amount of \$150,679.03.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Approve Amendment No. 7 to County of Inyo Standard Contract No. 113, between the County of Inyo and Preferred Septic of Bishop, CA, extending the term thirty-one days to January 1, 2017 and for additional service needs increasing the contract by \$3,022.87 for a not-to-exceed amount of \$150,679.03; and
- B. Authorize the chairperson to execute Amendment No. 7, contingent upon obtaining appropriate signatures and future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION: Preferred Septic is currently providing trash disposal services under a master contract for various County locations. The master contract is for the period of December 1, 2012 to June 30, 2016. Amendment No. 5 extended the term to September 30, 2016. Amendment No. 6 extended the term to December 31, 2016. Amendment No. 7 to Preferred Septic's contract is for:

- a. Extending the term for thirty-one days to January 31, 2017; and
- b. Increase the contract \$3,022.87 for additional services not to exceed amount of \$150,679.03

The Public Works Department is currently preparing the contract for trash disposal services however, due to time constraints and unanticipated protest a new contract will not be fully executed prior to the existing contract term ending date of December 31, 2016. As many County facilities utilize the trash disposal year round, an interruption of these services would negatively affect janitorial services.

The Public Works Department recommends your Board approve Amendment No. 7 to the master contract to extend the term and for additional service needs increasing the contract \$3,022.87 for a not-to-exceed amount of \$150,679.03.

ALTERNATIVES: Your Board could choose not to approve Amendment No. 7 and direct staff to obtain separate purchase orders until contract is in place. This is not recommended as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Preferred Septic and Disposal Inc. responsiveness and customer service.

OTHER AGENCY INVOLVEMENT: Office of the County Counsel, Auditor's Office, and Risk Manager to sign the contract.

FINANCING: Funding for this work is budgeted in the Building & Maintenance (011100) Professional services Object code 5265.

APPROVALS

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

Approved: yes Date 12/7/16

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

Approved: yes Date 12/9/2016

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

Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 12/12/16

AMENDMENT NUMBER 7 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Preferred Septic and Disposal Inc., of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated November 20, 2012, on County of Inyo Standard Contract No. 113, for the term from December 1, 2012 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 2, TERM. The Sentence is revised as follows:

"The term of this Agreement shall be from December 1, 2012 to January 31, 2017 unless sooner as terminated as provided below."

2. 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 Contractor for services and work performed under this Agreement, shall not exceed ONE HUNDRED FIFTY THOUSAND, SIX HUNDRED SEVENTY NINE DOLLARS AND THREE CENTS(\$150,679.03)(herin after referred to as "contract Limit").

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 7 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal Inc.
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: Kristen Dean
Signature

Kristen Dean
Type or Print

Dated: 12-5-16

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

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 18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Acceptance of irrevocable offers of dedication for road, utility, and drainage purposes on Hunter Road bringing it into the County of Inyo's ("County") maintained mileage system.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Accept the irrevocable offers of dedications for road, utility and drainage purposes including the roadway infrastructure on Hunter Road; and
- B. Accept the irrevocable offer of dedication for drainage purposes as depicted "Exhibit A"; and
- C. Authorize the Director of Public Works to accept the irrevocable offers of dedications as the Road Commissioner and accept Hunter Road into the County of Inyo's maintained mileage system.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Hunter Road is a one quarter mile road developed as a part of a parcel map subdivision being Parcel Map 118 in 1977. At the time the parcel map was developed, paving was not required and the road was not accepted into the County's maintained road system. The Hunter Road Property Association ("Association") was successful in obtaining a Clean Air Projects Program grant from the Great Basin Unified Air Pollution Control District to pave Hunter Road.

On August 7, 2012 the Board of Supervisors had expressed interest in accepting such an offer if such road improvements were completed to County standards.

Improvements have been completed to County standards and the Association has presented to the County irrevocable offers of dedications to establish County right-of-way. Establishing County right-of-way on Hunter Road would allow for incorporation into the County maintained mileage system and accepting the infrastructure.

If your Board authorizes the Road Commissioner to accept Hunter Road into the maintained road system there would be a small incremental increase in revenues to the Road Department from gas taxes.

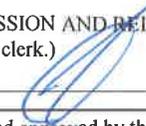
ALTERNATIVES:

Your Board could choose not to accept the irrevocable offers of dedications. This is not recommended as the Association would not be able to maintain the paved road.

OTHER AGENCY INVOLVEMENT: The Office of County Counsel and the Hunter Road Property Association.

FINANCING: Acceptance of the Offers of Dedications for road and utility purposes in itself will not result in additional financial impacts to the County.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved:  Date <u>12/05/16</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>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 12/7/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Consider Approval of Memorandum of Understanding (MOU) Between the County of Inyo and City of Bishop Concerning Building Permitting and Inspection.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve the MOU between the County of Inyo and City of Bishop Concerning Building Permitting and Inspection and authorize the Chairperson to sign

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Historically, the City of Bishop and Inyo County have each provided building permit plancheck and inspection services. However, the demand for service vs. the human resources necessary to provide those services has not matched up well. In the case of the City, they require approximately 0.5 FTE to provide building permit plancheck and inspection services. In order to operate efficiently, their building inspector was also their planning director. In the case of the County, we need about 1.5 FTE to provide building permit plancheck and inspection services. With two building inspectors, there was a lot of down time. With one inspector, it was nearly impossible to keep up.

Earlier this year, the County lost it's building inspector and the City building inspector announced his retirement. In the intervening months, the City and County have been negotiating an MOU to more efficiently provide building permit plancheck and inspection services.

The crux of the agreement is that the County will employ one Associate Building Official and one Building Inspector. The City will contract with the County to utilize these employees to perform City building permit plancheck and inspection services in addition to County building permit plancheck and inspection services. In exchange for these services, the City will pay to the County \$60,000 per year.

Also, as part of the agreement, the County and City building permit plancheck and inspection services will be housed in the City of Bishop City Hall. This allows both entities to maintain a sense of identity. The County will be supplying building permit plancheck and inspection service employees and the City will have building permit plancheck and inspection services housed in their facility. Additionally, it allows for the County's Building and Safety Department to move to a more modern, efficient location.

As noted below, the first years payment will be made on a pro-rata basis.

ALTERNATIVES:

1. Choose not to enter an agreement with the City of Bishop. This not recommended as staff believes this is an excellent opportunity for inter-governmental cooperation to achieve both financial and operational benefits for our entire community.
2. Provide direction to staff to make changes to the agreement.

OTHER AGENCY INVOLVEMENT:

CAO
County Counsel
Risk Management
City of Bishop

FINANCING:

County will receive \$60,000 per year of revenue from the City of Bishop with the exception of Fiscal Year 2016/2017.

For Fiscal Year 2016/2017 the County will receive \$40,000 of revenue from the City of Bishop. This is explained below.

Prior to 2016, the City and County provided back up building inspection for one another during vacations, sick leaves, and training. This backup was minimal and fairly equal in the amount of time spent. This wasn't necessarily the case in from 2016 on. We have calculated as follows:

Prior to Schley Retirement:

County(Michener) Covered For City	6 Days
City(Schley) Covered for County	39 Days
Difference	33 Days or 6.6 weeks

The City inspector retired on September 16, 2016 and the County commenced covering those duties for the City. November 1, 2016 is 6.6 weeks from September 16, 2016 leaving 8 months remaining in the Fiscal Year. We are recommending that the County be compensated a pro-rated \$60,000 per year from this date. This equates to \$40,000 for Fiscal Year 2016/2017

Agenda Request Form
Board meeting of December 20, 2016
Subject: MOU with City of Bishop for Building Permitting and Inspections

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>12/14/16</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>12/15/2016</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:  Date: 12/15/16
(Not to be signed until all approvals are received)

Memorandum of Understanding (MOU)
Between the City of Bishop and the County of Inyo Concerning
Building Permitting and Inspection

WHEREAS, the County of Inyo (“County”) and the City of Bishop (“City”) each has the responsibility for building permitting and inspection within respective jurisdictions; and

WHEREAS, the County and the City can achieve lower costs and improved service by jointly staffing building permitting and inspection services; and

WHEREAS, the County, on average, has a greater building permitting and inspection workload than the City; and

WHEREAS, the City has office space that can accommodate anticipated joint building permitting and inspection staffing levels; and

WHEREAS, the City currently has no employees of its own providing such services; and

WHEREAS, the parties desire for designated County employees in the Public Works Department to act jointly as the Building Official and Building Department staff for both the City and the County, providing building services for both agencies out of office space provided by the City, on terms and conditions described more fully below.

Now, therefore, the County of Inyo and the City of Bishop agree as follows:

1. Building permitting and inspection services (“Services”) are those services intended to ensure compliance with the California Building Standards Law, subject to any lawful amendments made by the City. Services will primarily include building official, building inspection, and plan check services.
2. In addition to and separate from Services, the County and City will share office support activities related to the Services. These support activities include intake and tracking of building permit applications, scheduling building inspections, answering routine and non-technical questions for both agencies. It is anticipated the office support activities workload of each agency will be about equal.
3. The County will provide Services on behalf of the City within the City through county building official and building inspector employees (said employees are hereinafter referred to as the “County Employees”) and occasionally through County contractors. The combined time spent by County Employees and County contractors providing the Services is expected to amount to the equivalent of about 1/2 of one full time employee. The County will also provide Services on its own behalf regarding building matters outside of the City limits (the unincorporated area of the County), while operating out of office space to be provided by the City as discussed below. The parties will work together regarding appropriate signage, business cards, letterhead, or other notifications

so that the public understands the nature of and location of the County's provision of such Services on behalf of both agencies.

4. Such Services shall include coordination with City Departments regarding development conditions associated with said building permits.
5. The City will provide approximately 400 square feet of office space including parking, heating, ventilating, cooling, electricity, water, sewer, lighting, and trash and recycling at Bishop City Hall and excluding electronic communications for County Employees providing the Services and related office support activities pursuant to this Agreement. City offices are open to the public 5 days a week from 8 am to 4:30 pm, excluding holidays. Services on behalf of both agencies will be provided during the 5 work days of a week and at other times during emergencies.
6. The City shall take all necessary actions to authorize County Employees to lawfully provide the Services pursuant to this MOU. Among other things, the City shall duly appoint as its Building Official the County Employee who serves as the County's Building Official (currently Clint Quilter, who is also the County Public Works Director and Director of Building and Safety).
7. The County will provide furnishings and equipment for County Employees who are providing Services at Bishop City Hall. The County will also provide its own vehicles for providing Services in the field (e.g., inspections).
8. The parties to this MOU will cooperate on providing electronic communication capability (including cell phone and internet access) for County Employees providing Services for City at Bishop City Hall.
9. The County will pay the cost to provide electronic communication capability for County employees who are providing Services for itself regarding County matters at Bishop City Hall.
10. The City will provide and pay the cost to provide electronic communication capability for County Employees who are providing Services for City at Bishop City Hall.
11. The parties to this MOU will cooperate and share the cost at 75% County and 25% City for alterations needed, as jointly determined, to house County employees at Bishop City Hall; provided, however, that this provision shall in no event require County to pay more than five thousand dollars (\$5,000) toward such alterations.
12. The City will pay the County \$60,000 per fiscal year (and a pro-rata portion of that amount -- \$40,000 -- for the initial fiscal year of 2016-17) related to the provision of Services billed and paid on a quarterly basis, unless or until said amount is changed by mutual agreement of the parties.
13. County and City employees shall record all time spent on Services and related office support activities performed pursuant to this MOU. This record shall be reviewed biennially by the parties to this MOU. This review will provide the basis to negotiate revisions to the contract as necessary to ensure that MOU cost is

equitable. The parties shall endeavor to raise and discuss any proposed changes in the amount of annual compensation sufficiently in advance of the parties' respective budget processes, for implementation (if at all) during the next fiscal year.

14. The parties to this MOU will cooperate and consult with one another on the planning and administration of Services and related office support activities including recruitment, development, and assignment of employees of either agency involved in such Services or activities.

15.A. Insurance. City shall procure and maintain, during the entire term of this MOU or, if work or services do not begin as of the effective date of this MOU, commencing at such other time as may be authorized in writing by the County 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 Services for City hereunder and the results of that work by County, its agents, representatives or employees, or sub-contractors. With regard to coverage of the County Employees while in transit, and consistent with Section 17 of this MOU pertaining to City responsibility for actions of County Employees while performing services on behalf of City pursuant to this MOU, the City will insure County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, volunteers and agents shall be additional insureds under such policies. For any claims arising out of any County Employee's performance of Services for City under this MOU, City's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of City'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 County Employees for City under this MOU, 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.

Auto Liability Coverage. The City shall maintain auto liability coverage in the amount of \$1,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Employees of the County will be considered employees of the County while performing services for the City under the scope of the MOU.

The City will be responsible for reimbursing the County for workers' compensation costs incurred on behalf of the employee related to the services for the City, as defined in the scope of services in the MOU.

If the City maintains broader coverage and/or higher limits than the minimums shown herein, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the City. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed by the County Employees for City under this MOU. 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 County commencing any Services for City under this MOU, City shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees; 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 County.

B. Consistent with the County's responsibility under Section 17 of this MOU for actions of County Employees while performing services on behalf of the County, County shall provide the following insurance:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services performed by the County for County, including operations, products and completed operations, property damage, auto liability, 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.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the operation of County for County under this MOU. 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+". County shall provide to City: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to City, its agents, officers and employees; 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 County.

16. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and City. County is an independent contractor. It is understood that City will not withhold any amounts for payment of taxes from County'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 County's sole responsibility. County shall indemnify and hold City 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 County's compensation.

17. It is the intent of this MOU that City and County be responsible for their own actions, and that the official actions of the County Employees be the responsibility of the agency during those times the County Employee is acting on behalf of that agency (i.e., it is City's responsibility during the times that County Employees are performing services in and for City pursuant to this MOU, and County's responsibility at all other times). With regard to responsibility for the County Employees while in transit, the City will have responsibility for County Employees when they are en route to a project where they are performing City business, so long as the County Employees are within the city limits of the City of Bishop. Except that the County shall maintain Auto Physical Damage Coverage at all times for the County vehicles utilized under the scope of this agreement.

Each party to this MOU 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 MOU by their respective agents, officers, or employees. For purposes of this section, the County Employees furnished by County to City are agents of City, not of County, during such times as said Employees are performing work, including travel and other incidental activities, in and for City. 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 MOU to procure and maintain a policy of insurance and shall survive any termination or expiration of this MOU.

18. This MOU shall take effect when it is signed by authorized representatives of the City and the County. It shall remain in effect until terminated by the City or the

County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 90 days' written notice of its intent to terminate the MOU. If the MOU is terminated, the provisions noted above in this document regarding the housing of County Employees at City Hall would also terminate simultaneously.

19. This MOU shall be administered on behalf of the City and the County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed. If these persons are succeeded in their positions, the succeeding persons shall take on the administration of this MOU.

City of Bishop:

David Grah
Director of Public Works
377 West Line Street
Bishop, California 93514
760-873-8458
dgrah@cityofbishop.com

Inyo County:

Clint Quilter
Director of Public Works
Post Office Box Q
Independence, California 93526
760-878-0201
cquilter@inyocounty.us

20. This document constitutes a complete understanding between the County and the City and any modification will not be in force and effect until such modification is reduced to writing and signed by all parties.

EXECUTION:

By the signatures of their authorized representatives appearing below, the City of Bishop and the County of Inyo agree to perform and abide by the terms of this MOU.

County of Inyo

By: _____

Dated: _____

Approved as to form:

County Counsel

By:  _____

Approved for risk management:

By: _____

City of Bishop

By: _____

Dated: _____

City Attorney

By: _____

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
20

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Request to fill the position of the District Attorney Criminal Investigator I or II

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested position exists, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
- 2) Approve the hiring of one position: District Attorney Criminal Investigator I or II at the following Ranges:

LEVEL I

071SA	\$4,799	\$5,040	\$5,284	\$5,560	\$5,836
071SB	\$5,039	\$5,292	\$5,548	\$5,838	\$6,129
071SC	\$5,291	\$5,557	\$5,825	\$6,130	\$6,434

LEVEL II

074SB	\$5,267	\$5,532	\$5,801	\$6,102	\$6,408
074SC	\$5,531	\$5,811	\$6,091	\$6,407	\$6,730
074SD	\$5,670	\$5,955	\$6,244	\$6,567	\$6,897

CAO RECOMMENDATION:

This position is included in the department's Authorized Staffing for Fiscal Year 2016-2017 and, as noted above, funding for the position is also included in this year's County budget. The funding comes from the County General Fund. Based on these facts, I am not recommending that your Board deny the District Attorney's request, and attach his compelling memo to me dated October 31, 2016, regarding this matter. However, there are three issues – one specific to this budget, one common to budgets associated with criminal justice realignment, and one common to all General Fund budgets that I feel obligated to bring to your Board's attention in considering this and similar requests.

1. **Previously A Grant Funded Position.** This position represents one (1) of three (3) Investigator positions in the District Attorney's Authorized staffing. The third Investigator position was created and added to the department's Authorized Staffing as a "grant funded" position associated with the Drug Suppression Task Force grant (e.g., INET) which, until Fiscal Year 2001-2002, funded 100% of the salary and benefit costs associated with the position. Between fiscal years 2001-2002 and 2007-2008, the Drug Suppression Task Force Grant funded, on average, 86% of the Investigator costs. In Fiscal Year 2008-2009 the grant only funded 62% of the Investigator costs and, until 2010-2011, a combination of grant and General Fund funding sources were used to pay for the INET Investigator. Grant funding for the position effectively ended in Fiscal Year 2011-2012 and, since that time, the position has been funded by the County General Fund. It has been the County's long-standing policy to eliminate positions funded with categorical monies, including grants, when those funding sources dry up. However, due to its inclusion in the District Attorney's Authorized staffing, law enforcement status, and that the formerly grant funded position was being filled by a longtime County employee, the decision was made not to eliminate the position. The current vacancy represents an opportunity to eliminate this grant funded position without having to lay-off an employee. However, in the Agenda Request Form and the attached memo, the

District Attorney articulates the services he would have to curtail if the position is eliminated and makes a strong case for keeping the position.

2. **Criminal Justice Realignment Policy.** The Board of Supervisors adopted a Criminal Justice Realignment Policy as part of the Fiscal Year 2011-2012 Budget, and that policy has been reaffirmed by the Board of Supervisors every year since, including in the Fiscal Year 2016-2017 Budget. In part the Policy states:

Require County public safety and human services departments to absorb costs associated with implementing public safety realignment within their existing budgets. If we are really talking about changing the way we conduct the business of criminal justice and rehabilitation, and not simply expanding the criminal justice industrial complex, then costs associated with old programming methodologies should give way to new ones. If your Board of Supervisors accepts community corrections plans that simply add layers of new infrastructure instead of re-structuring and re-integrating existing infrastructure, there will never be enough money to fund this endeavor.

This year's Budget (see pages 92-98) alerted your Board to the fact that "use of Criminal Justice Realignment Funds are increasing, and could soon exceed the County's annual base allocation amount in contrast to the tenets of the County Criminal Justice Realignment Policy." Requests for use of Criminal Justice Realignment Funds in this year's Department Requested Budget totaled \$603,541 (with only \$115,784 associated with one-time costs) compared to the County's base allocation of \$623,010 in Criminal Justice Realignment funding for Fiscal Year 2015-2016. This is due, in part, to the aforementioned policy principle that has not been adhered to in many cases (and for some reasonable reasons): Criminal Justice Realignment Funds, instead of existing departmental budgets, being used to support many activities initiated by the Community Corrections Partnership.

I raise the issue here because, if additional CCP initiatives are brought forward for funding by the Chief Probation Officer, District Attorney, Sheriff and/or Health and Human Services Director, or other members of the CCP Executive Committee for funding without corresponding reductions in the current Community Corrections budget appropriations, it may be necessary to fund these new initiatives from existing public safety and human services budgets. The funding associated with this vacant position could be one source of accomplishing this.

3. **CalPERS Retirement Cost Impacts on General Fund.** Again, as your Board was alerted to in the Fiscal Year 2016-2017 Budget (see pages 102-106), next year CalPERS will begin charging the County for unfunded liabilities associated with the pension plan for the County's miscellaneous employees. Based on the amortization schedule selected by your Board, these costs could result in an increase of \$332,095 to \$1,135,091 in new General Fund expenses in next year's budget, and every budget thereafter for 10 to 30-years. And, these cost projections could increase if CalPERS decreases its discount rate as has been seriously discussed, and depending on the outcome of new labor contracts. If the General Fund is unable to recognize new revenues, or decreased non-personnel expenses to cover these costs, it may be necessary to reduce County staffing levels.

SUMMARY DISCUSSION:

With the pending internal promotion of a District Attorney Criminal Investigator to the position of Chief Investigator, a vacancy for one Criminal Investigator position will be created in the District Attorney's office.

The primary purpose of DA Investigators is to assist the attorneys in the office with final preparation for trial—matters such as interviewing witnesses, serving subpoenas, locating and transporting witnesses to court, assisting in preparing witnesses for trial, but they also work directly with Investigators and Detectives from the Sheriff's Department and Bishop Police Department in the initial investigations of crimes (and are available to assist state and federal investigators). DA Investigators serve solely as investigators, and do not rotate out of that assignment or have other assignments. It is common for Sheriff's Investigators to promote or transfer out of investigations at some point, and for

several years the Bishop Police Department's sole Detective has often been called upon for patrol and other routine duties. As a result, the District Attorney Investigators are often the most experienced field-level personnel involved in many cases.

DA Investigators have primary responsibility for criminal investigations of all peace officer involved shootings in Inyo County, welfare and public benefit assistance fraud, and parental child abduction cases. DA Investigators were responsible for investigating one officer involved shooting case this summer which consumed many hours of time, even though it was relatively straight-forward. A more complex investigation could have brought all other activity in the office to a halt. Given current public perceptions of peace officers and peace officer involved shootings, this is an absolutely critical function for the District Attorney and the County.

So far this year DA Investigators have worked nearly 100 welfare fraud cases referred by HHS—and this is in addition to the ongoing Rossy embezzlement case which has taken thousands of hours of investigative and court time. While parental child abduction cases are (thankfully) relatively infrequent, DA Investigators must be available to meet with parents and assist in the preparation of what are commonly known as “good cause” orders when one parent believes a child may be mistreated or in danger of harm with the other parent. These orders provide protection for parents and children while family law courts litigate the merits of respective claims.

DA Investigators are also called upon to handle “conflict” cases, where another agency may be a victim or have a too close of a connection or relationship with a suspect to impartially investigate a particular case. Recently, DA Investigators were called upon to initiate a criminal investigation of a Sheriff's Department Correctional Officer who was involved in embezzlement from that agency. DA Investigators were also required to take the lead in a jail death investigation this past year.

The District Attorney also has a statutory obligation to serve as one of the Grand Jury's legal advisors and to assist the Grand Jury in its investigative function, if called upon. During my tenure as District Attorney, investigative assistance has not been requested from any of the Grand Juries, but this remains a technical legal requirement and we may be called upon to provide such assistance.

In addition to “required” investigations, by local practice, the District Attorney's office is called out on all suspicious deaths in Inyo County and our investigators routinely assist in all suspected homicide cases. This past year, DA Investigators assisted the Bishop Police with a murder-suicide occurring within the city limits, and DA Investigator Stephanie Rennie is partnered with Sheriff Investigator Derr in the investigation of the likely homicide near Manzanar. At this point, it appears that that case is going to require substantial resources.

DA Investigators also routinely assist with both adult and child sexual assault cases. Currently, one DA Investigator has been trained as a child forensic interviewer and is involved in virtually all child sexual assault investigations. She also participates in adult sexual assault investigations on an “on call” basis. These cases also require a degree of experience that other agencies often do not possess. These cases can be especially challenging because they take tremendous time in working with victims in traumatic situations and often do not result in prosecution because of evidentiary and other proof issues.

The District Attorney's office and its investigators are also regularly involved in financial crimes, including embezzlement and financial elder abuse cases. Given the number of elderly and retired people in our area, we have been increasing our training and expertise in dealing with financial (and physical) elder abuse crimes.

A rough review of cases indicates that District Attorney Investigators have assisted the Sheriff's Department with over fifty substantial investigations this calendar year. Unfortunately, we have not been able to readily put a number on the cases where we assisted the Police Department (we believe it is around 25) but, just for example, one of the District Attorney Investigators has spent nearly three full days during the week of October 24 assisting the Police with the investigation of an acupuncture and massage practitioner who is alleged to have committed crimes against young female clients.

A related concern is that primarily because of the lack of a third Investigator, narcotics and controlled substance enforcement in Inyo County has virtually ceased. While the MINT team has narcotics enforcement as part of its mission, personnel limitations have forced the team to focus on crimes other than drugs. This is concerning because anecdotal evidence suggests that we are seeing the same steady use of methamphetamine in Inyo County as well as an increase in heroin and opioid related crimes. It seems that much of the lower-level property crimes are being committed by the same general population of illegal substance abusers.

Marijuana enforcement may also pose some interesting dilemmas. Even given the passage of Proposition 64 and the decriminalization of recreational use of marijuana, there will be a new regulatory structure with its own enforcement problems. Depending on County action, cultivation (except for personal use) and sales may still be unlawful, or lawful but highly regulated and taxed. While state enforcement agencies should be involved in much of the regulation of lawful commercial operations, we will still be looking at an array of environmental and unfair business practices issues that could arise from such operations, and those will require investigation.

To sum up, the District Attorney Criminal Investigators have evolved into a key component of major case investigation in Inyo County. They do far more than "traditional" case preparation work, and their experience and training helps to build stronger cases from the time of initial investigation.

ALTERNATIVES:

Not authorize the hiring of the requested DA Criminal Investigator. While the District Attorney's office could "survive" with only two investigators, we would be required to significantly curtail our assistance to other agencies, possibly creating the need for an additional Sheriff's Department Investigator and diminishing the quality of service to the citizens and visitors of Inyo County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This position is in the authorized staffing of the District Attorney's Office. Budget Unit 022410

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eps</u> Date <u>12/15/2016</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: <u>✓</u> Date <u>12-15-2016</u>

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



Date: 12-15-16



THOMAS L. HARDY
District Attorney

County of Inyo
DISTRICT ATTORNEY

Independence:
P.O. Drawer D
Independence, CA 93526
760 878-0282 Fax 760 878-2383

Bishop:
230 West Line Street
Bishop, CA 93514
760 873-6657 Fax 760 873-8359

MEMORANDUM

DATE: October 31, 2016
TO: Kevin Carunchio, CAO
FROM: Tom Hardy
SUBJECT: DA Criminal Investigator

Following our recent discussion, I pulled together the following information regarding the continued necessity for a third investigator for the District Attorney's office. While it almost goes without mentioning, the District Attorney's office has been approved and budgeted for three investigator positions for a number of years, including the 2016-17 fiscal year. Even with that being the case, I understand the need for all county agencies to continually evaluate staffing requirements.

While law enforcement agencies in Inyo County enjoy good working relationships and regularly cooperate on investigations, the District Attorney's office Criminal Investigators are the only true "county wide" law enforcement investigators. While the primary purpose of DA Investigators is to assist the attorneys in the office with final preparation for trial—matters such as interviewing witnesses, serving subpoenas, locating and transporting witnesses to court, assisting in preparing witnesses for trial—they also work directly with Investigators and Detectives from the Sheriff's Department and Bishop Police Department in the initial investigations of crimes (and are available to assist state and federal investigators as well). DA Investigators serve solely as investigators, and do not rotate out of that assignment or have other assignments. It is common for Sheriff's Investigators to promote or transfer out of investigations at some point, and for several years the Bishop Police Department's sole Detective has often been called upon for patrol and other routine duties. As a result, the District Attorney Investigators are often the most experienced field-level personnel involved in many cases.

DA Investigators have primary responsibility for criminal investigations of all peace officer involved shootings in Inyo County, welfare and public benefit assistance fraud, and parental child abduction cases. As you know, DA Investigators were responsible for investigating one officer involved shooting case this summer which consumed many hours of time, even though it was relatively straight-forward. A more complex investigation could have brought all other activity in the office to a halt. Given current public perceptions of peace officers and peace officer involved shootings, this is an absolutely critical function for the District Attorney and the County.

So far this year DA Investigators have worked nearly 100 welfare fraud cases referred by HHS—and this is in addition to the ongoing Rossy embezzlement case which has taken thousands of hours of investigative and court time. While parental child abduction cases are (thankfully) relatively infrequent, DA Investigators must

be available to meet with parents and assist in the preparation of what are commonly known as "good cause" orders when one parent believes a child may be mistreated or in danger of harm with the other parent. These orders provide protection for parents and children while family law courts litigate the merits of respective claims.

DA Investigators are also called upon to handle "conflict" cases, where another agency may be a victim or have a too close of a connection or relationship with a suspect to impartially investigate a particular case. Recently, DA Investigators were called upon to initiate a criminal investigation of a Sheriff's Department Correctional Officer who was involved in embezzlement from that agency. DA Investigators were also required to take the lead in a jail death investigation this past year.

The District Attorney also has a statutory obligation to serve as one of the Grand Jury's legal advisors and to assist the Grand Jury in its investigative function, if called upon. During my tenure as District Attorney, investigative assistance has not been requested from any of the Grand Juries, but this remains a technical legal requirement and we may be called upon at provide such assistance.

In addition to "required" investigations, by local practice, the District Attorney's office is called out on all suspicious deaths in Inyo County and our investigators routinely assist in all suspected homicide cases. This past year, DA Investigators assisted the Bishop Police with a murder-suicide occurring within the city limits, and DA Investigator Stephanie Rennie is partnered with Sheriff Investigator Derr in the investigation of the likely homicide near Manzanar. At this point, it appears that that case is going to require substantial resources. The seriousness of cases involving the death of a human being calls for the District Attorney's immediate involvement in the investigation.

DA Investigators also routinely assist with both adult and child sexual assault cases. DA Investigator Rennie has been trained as a child forensic interviewer and is involved in virtually all child sexual assault investigations. She also participates in adult sexual assault investigations. These cases also require a degree of experience that other agencies often do not possess. These cases can be especially challenging because they take tremendous time in working with victims in traumatic situations and often do not result in prosecution because of evidentiary and other proof issues.

For better or worse (probably owing to experience with the Rossy case and others) the District Attorney's office and its investigators are also regularly involved in financial crimes, including embezzlement and financial elder abuse cases. Given the number of elderly and retired people in our area, we have been increasing our training and expertise in dealing with financial (and physical) elder abuse crimes.

A rough review of cases indicates that District Attorney Investigators have assisted the Sheriff's Department with over fifty substantial investigations this calendar year. Unfortunately, we have not been able to readily put a number on the cases where we assisted the Police Department (we believe it is around 25) but, just for example, one of the District Attorney Investigators has spent nearly three full days during the week of October 24 assisting the Police with the investigation of an acupuncture and massage practitioner who is alleged to have committed crimes against young female clients.

A related concern is that primarily because of the lack of a third Investigator, narcotics and controlled substance enforcement in Inyo County has virtually ceased. While the MINT team has narcotics enforcement as part of its mission, personnel limitations have forced the team to focus on crimes other than drugs. This is concerning because anecdotal evidence suggests that we are seeing the same steady use of methamphetamine in Inyo County as well as an increase in heroin and opioid related crimes. It seems that much of the lower-level property crimes are being committed by the same general population of illegal substance abusers.

Memorandum
October 31, 2016
Page 3

Marijuana enforcement may also pose some interesting dilemmas. While I anticipate that Proposition 64 will pass and recreational use of marijuana will be decriminalized, there will be a new regulatory structure with its own enforcement problems. Depending on County action, cultivation (except for personal use) and sales may still be unlawful, or lawful but highly regulated and taxed. While state enforcement agencies should be involved in much of the regulation of lawful commercial operations, we will still be looking at an array of environmental and unfair business practices issues that could arise from such operations, and those will require investigation.

To sum up, the District Attorney Criminal Investigators have evolved into a key component of major case investigation in Inyo County. They do far more than "traditional" case preparation work, and their experience and training helps to build stronger cases from the time of initial investigation. While the District Attorney's office could "survive" with only two investigators, we would be required to significantly curtail our assistance to other agencies, probably creating the need for an additional Sheriff's Department Investigator and diminishing the quality of service to the citizens and visitors of Inyo County.

I appreciate your consideration of the information in this memorandum. It would be my hope to move forward with an agenda request to fill this position within the next couple of weeks. I expect that even if authorization were granted by mid-November, it would still be mid to late spring before the recruitment and necessary background checks would be complete and that we would be in a position to have a third investigator actually working. Of course, I am happy to speak with you about my department's staffing needs and to provide further information if requested.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

21

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Request to fill (1) one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC \$4,190 – \$5,621) and authorize up to the D step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On December 15, 2016 the Sheriff's Office had a deputy sheriff's position become vacant due to a separation. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the D step, or an internal and open recruitment for an entry level applicant. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for this position. Hiring of this (1) one Deputy position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the filling of (1) one Deputy Sheriff position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

These Deputy positions are currently budgeted in the Board approved 2016-2017 Sheriff's Safety budget 022710.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div>
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> <div style="text-align: right;">  Approved: <u>yes</u> Date <u>12/7/2016</u> </div>
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> <div style="text-align: right;">  Approved: <u>12-06-16</u> Date _____ </div>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12/8/16



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's Department

FOR THE BOARD MEETING OF: **December 20, 2016**

SUBJECT: Request to fill (1) one vacant Lieutenant position, (1) one Sergeant position, (1) one Investigator, (2) two vacant Deputy Sheriff positions and (1) one Correctional Officer position.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the filling of (1) one Lieutenant position (Range 81SC-81SD \$6,238 - \$7,968)
- 4) Approve the filling of (1) one Sergeant position (Range 74 SB-SD \$5,268-\$6,897)
- 5) Approve the filling of (1) one Investigator position (Range 71 SB-SD \$5,039-\$6,595)
- 6) Approve the open recruitment and hiring of (2) two Deputy Sheriff positions (Range 67SA-SC \$4,149 – \$5,565) and authorize up to the E step for a qualified lateral applicant.
- 5) Approve the hiring for (1) one Correctional Officer position (Range 64 \$3,735-\$4,539)

CAO RECOMMENDATION:

The Lieutenant position is one (1) of three (3) Lieutenant positions included in the Authorized Staffing for the Sheriff's Office in Fiscal Year 2016-2017. As indicated by the request, filling a Lieutenant position has a stair-step effect because of the need to promote internally to backfill the positions vacated as a result of the first promotion to Lieutenant and subsequent promotions to fill the resulting vacancies in lower ranks. In addition to being part of the department's Authorized Staffing, the position is funded in this year's budget from the County General Fund, and the Sheriff has the ability to use appropriations within budgeted object codes as sees fit.

As such, and similar to the District Attorney's request to fill a vacant DA Investigator position, I am not recommending that your Board deny the Sheriff's request to fill the vacant Lieutenant position. However, also similar to my comments on the District Attorney's request, there are a couple issues I feel obligated to bring to your Board's attention, and the department's attention, in considering this and similar requests.

1. **Criminal Justice Realignment Policy.** The Board of Supervisors adopted a Criminal Justice Realignment Policy as part of the Fiscal Year 2011-2012 Budget, and that policy has been reaffirmed by the Board of Supervisors every year since, including in the Fiscal Year 2016-2017 Budget. In part the Policy states:

Require County public safety and human services departments to absorb costs associated with implementing public safety realignment within their existing budgets. If we are really talking about changing the way we conduct the business of criminal justice and rehabilitation, and not simply

expanding the criminal justice industrial complex, then costs associated with old programming methodologies should give way to new ones. If your Board of Supervisors accepts community corrections plans that simply add layers of new infrastructure instead of re-structuring and re-integrating existing infrastructure, there will never be enough money to fund this endeavor.

This year's Budget (see pages 92-98) alerted your Board to the fact that "use of Criminal Justice Realignment Funds are increasing, and could soon exceed the County's annual base allocation amount in contrast to the tenets of the County Criminal Justice Realignment Policy." Requests for use of Criminal Justice Realignment Funds in this year's Department Requested Budget totaled \$603,541 (with only \$115,784 associated with one-time costs) compared to the County's base allocation of \$623,010 in Criminal Justice Realignment funding for Fiscal Year 2015-2016. This is due, in part, to the aforementioned policy principle that has not been adhered to in many cases (and for some reasonable reasons): Criminal Justice Realignment Funds, instead of existing departmental budgets, being used to support many activities initiated by the Community Corrections Partnership (CCP).

I raise the issue here because, if additional CCP initiatives are brought forward for funding by the Chief Probation Officer, District Attorney, Sheriff and/or Health and Human Services Director, or other members of the CCP Executive Committee for funding without corresponding reductions in the current Community Corrections budget appropriations, it may be necessary to fund these new initiatives from existing public safety and human services budgets. The funding associated with this vacant position could be one source of accomplishing this.

2. **CalPERS Retirement Cost Impacts on General Fund.** Again, as your Board was alerted to in the Fiscal Year 2016-2017 Budget (see pages 102-106), next year CalPERS will begin charging the County for unfunded liabilities associated with the pension plan for the County's miscellaneous employees. Based on the amortization schedule selected by your Board, these costs could result in an increase of \$332,095 to \$1,135,091 in new General Fund expenses in next year's budget, and every budget thereafter for 10 to 30-years. And, and these cost projections could increase if CalPERS decreases its discount rate as has been seriously discussed, and depending on the outcome of new labor contracts. If the General Fund is unable to recognize new revenues, or decreased non-personnel expenses to cover these costs, it may be necessary to reduce County General Fund personnel expenses to pay for these cost increases.

SUMMARY DISCUSSION:

One of our Lieutenants has turned in his notice of retirement effective Dec. 30, 2016. Due to that pending retirement of the Lieutenant and a separation of (1) one deputy sheriff, the Sheriff's Office has (2) two deputy sheriff vacancies. We request that your board authorizes, pursuant to the candidates qualifications and experience, the hiring of (2) two qualified lateral/certificated candidates up to the E step, or an internal and open recruitment for an entry level applicants. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for these positions. Hiring of these (2) two Deputy positions will fall within the Sheriff's current authorized strength.

With the retirement of a Lieutenant, we request that your board authorize pursuant to the candidates qualifications and experience, an internal recruitment for the Lieutenant's position. Filling this vacancy will result in a Sergeant's vacancy and an Investigator's vacancy. The Sheriff's Office has established internal promotional lists for Sergeant and Investigator to fill these positions. The hiring of a Sergeant and Investigator position will fall within the Sheriff's current authorized strength.

Additionally, due to an internal promotion, the Sheriff's Office has (1) one Correctional Officer position unfilled. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for this position. The hiring of this Correctional Officer position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

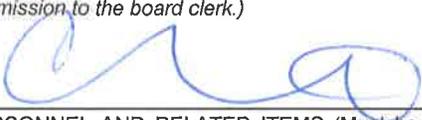
Deny the internal promotions and hiring of vacant positions.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Lieutenant, Sergeant, Investigator and Deputy Sheriff positions are currently budgeted in the Board approved 2016-2017 Sheriff's Safety budget 022710. The Correctional Officer position is currently budgeted in the Board approved 2016-2017 Jail General budget (022900).

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>eps</u> Date <u>12-15-2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>12-15-2016</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12-15-16



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

23

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: 2016-2017 Request for Contingencies and Budget Amendment for Building & Safety Budget.

DEPARTMENTAL RECOMMENDATIONS:

Request Board amend the Fiscal Year 2016-2017 County Budget as follows: increase appropriation in Building & Safety (Budget 023200), Professional Services (Object Code 5265) by \$32,583 and reduce Building & Safety contingencies (Budget 023200), Contingencies (Object Code 5901) by \$32,583. (4/5's vote required.)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to the retirement of our Building Inspector, Public Works had to hire a contractor for our Building Inspection Services. At that time, Public Works was unsure of length of time we would need the contracted services. The recruitment process took longer than expected so the cost for the contractor exceeded the salary savings that we were approved by your board to utilize for covering the cost of the contractor until the hiring of our new Building Inspector. Public Works has completed the recruitment process and we have filled our vacancies. During the Budget Process the CAO recommended putting \$65,000 into the contingencies object code for the specific use of this contract in the case that the recruitment of staff was delayed. The movement of these funds will allow this department to pay for the actual costs of the contractor, as the filling of the positions did take longer than originally anticipated.

ALTERNATIVES:

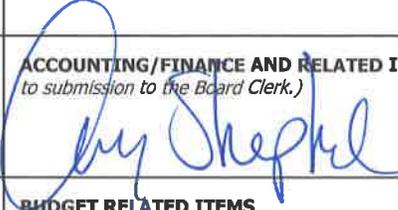
The Board could choose not to approve the budget amendment, however it is not recommended because we would be unable to pay for contracted services that were already rendered to our Department.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This budget amendment will pull from the Contingencies object code (5901) within the Building & Safety Budget (023200) and increase appropriations in the Professional Services object code (5265).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>12/12/16</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS  Approved: _____ Date: <u>12-12-16</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 12/13/16



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: Inyo County Free Library

FOR THE BOARD MEETING OF: December 20, 2016

SUBJECT: Library Automation Status Report

DEPARTMENTAL RECOMMENDATION:

Request your Board receive a status report on the progress of library automation.

SUMMARY DISCUSSION:

On July 12, 2016 your Board approved a library automation plan. The attached report is intended to update your Board as to the progress to date and summarize the work completed and work yet to be done.

ALTERNATIVES:

Your Board could choose not to receive an update.

OTHER AGENCY INVOLVEMENT: None

FINANCING: No costs are associated with this report and no additional funding is requested

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Richard J. Brown

Date: 12/13/16



INYO COUNTY FREE LIBRARY

Serving the Eastern Sierra Since 1913

168 NORTH EDWARDS STREET
POST OFFICE DRAWER K
INDEPENDENCE, CALIFORNIA 93526

DATE: December 20, 2016

TO: Board of Supervisors

FROM: Rick Benson, Assistant County Administrator
Nancy Masters, Library Director

RE: Report on Library Automation

On July 12, 2016 your Board approved a library automation plan that included contracting with a retrospective conversion vendor, Backstage Library Works, in addition to the Library's existing vendor, Marcive, Inc. You also approved hiring the equivalent of one temporary Librarian I for six months. Accomplishing the project also involved redirecting Library staff toward conversion efforts and branch closures to assist in cataloging materials in-house.

The project was launched and preliminary work was done in July. The temporary Librarians were also secured. A volunteer and staff continued to work on shellist preparation during the month. Other volunteers assisted with routine library work at the Lone Pine Branch and at the Central Library, freeing staff for automation work.

Temporary librarians began work in August and have completed their work on the shellist. Temporary librarians are also assisting with cataloging media and paperbacks, and with barcode placement in library branches.

There have been six staff workdays for in-house conversion; two closed days in the Bishop Branch and four open days at the Central Library. Additional workdays are being planned for both cataloging and barcoding.

While a great deal of the work has been completed, there has been a challenge in completing the project on-time with the unplanned two month absence of the Library Director. This caused a lag in processing batch shipments and other critical tasks which couldn't be covered by other staff. Processing has continued, however, and over 10,000 cards have been submitted to the contractors. Currently, about 6,000 cards remain to be screened and shipped.

As noted, much has been accomplished. In addition to bringing over 10,000 records into the data base, library card protocols have been updated to reflect the use of patron barcodes. Most of the vendor-created barcodes that have been produced have been placed in books. Unfortunately, numerous books with barcode and other problems have been separated and are being processed for resolution during cataloging workdays.

Tasks remaining to be completed include: Screen and ship remaining shellist, secure additional library card blanks, finalize circulation profiles and create standardized patron database, coordinate barcode numbering,

place barcodes, resolve and catalog problem books, complete media and paperback conversion, and conduct circulation training for staff.

The original project completion date was February 1, 2017. As it stands now the project will not meet that completion target. Due primarily to the aforementioned staff absence a completion date of April 1, 2017 is anticipated. The six month period for the temporary staff ends in February, and regular library staff are planning to finalize the project utilizing volunteers and library closures if necessary.

Below is a summary of items now converted and in the online catalog. This shows that a total of 14,341 items have been added to the online catalog since the beginning of the project period.

<i>Barcodes all material types in catalog 8/1/16</i>		<i>89,214</i>	
<i>Barcodes 11/22/16 (includes MARCIVE-13 and all local imports)</i>	<i>94,963</i>		
<i>Items in loads not included in above (MARCIVE-14 and BACKSTAGE 1-3)</i>	<i>9,485</i>		
		<i>104,448</i>	
<i>Total items in catalog 12/9/16</i>			
<i>Difference from 8/1/16</i>			<i>15,234</i>
<i>Vendor loads since 8/1/16</i>		<i>11,937</i>	
<i>Local imports</i>		<i>2,404</i>	
<i>Total imports (vendor and local)</i>			<i>14,341</i>
<i>Standard cataloging added since 8/1/16</i>			<i>893</i>

The chart below documents the records processed.

BATCH SHIPMENTS

DATE	VENDOR	TYPE	EST. # CARDS	#BIB RECORDS	#BARCODES
8/23/16	Marcive	Adult NF	4,400	4,495	5,121
8/30/16	Backstage #1	Juv Fic A - B	950	978	1,166
10/11/16	Backstage #2	Juv Fic C - I	2,400	2,823	3,400
10/24/16	Backstage #3	Juv Fic J - R	2,400	1,899	2,250
			10,150	10,195	11,937



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: December 20, 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 biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 12/15/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: December 20, 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 biweekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____

12/15/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator
FOR THE BOARD MEETING OF: December 20, 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 biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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Date: 12/15/16