

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### **February 13, 2018**

**8:30 a.m. 1. PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (one case). Facts and circumstances: anticipated LADWP litigation challenging County's CEQA compliance in adopting resolutions of necessity to condemn certain LADWP properties.

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

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **PRESENTATION – Sierra Business Council –** Request Board receive information on the SB 5 Bond measure, known as the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018, as well as the Sierra Coalition and Sierra Climate Adaptation and Mitigation Partnership (CAMP).

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

#### **COUNTY ADMINISTRATOR**

9. **Motor Pool –** Request Board declare Vehicle No. 9815 as surplus and authorize Motor Pool to take the necessary actions to dispose of the vehicle.

## **HEALTH AND HUMAN SERVICES**

10. Request Board approve an updated Emergency Medical Services Fund policy in compliance with Health and Safety Code.

## **PUBLIC WORKS**

11. **Road Department** – Request Board renew the Right-of-Way grant from the Bureau of Land Management for a Road Department mixing table in the Tecopa/Shoshone area.

## **SHERIFF**

12. Request Board: A) approve the 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the amount of \$7,000, contingent upon adoption of the Fiscal Year 2018-2019 budget; B) authorize Sheriff Lutze to sign the agreement and all necessary paperwork; and C) authorize Treasurer-Tax Collector Alisha McMurtrie to sign as the authorized agency representative to enable electronic fund transfer when available.

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

13. **PUBLIC WORKS** – Request Board: A) award a bid to Blizzard Fire Protection of Mammoth Lakes, CA in the amount of \$18,681.75 for inspection and maintenance of County fire extinguishers; B) ratify and approve a contract with Blizzard Fire Protection to inspect and perform required maintenance on County fire extinguishers at a cost of \$6,118 for the first year, \$6,227.25 for the second year, and \$6,336.50 for the third year, for a total amount not to exceed \$18,681.75 for the period of February 10, 2018 through February 9, 2021, subject to funding availability and the Board's adoption of future budgets; and C) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
14. **COUNTY ADMINISTRATOR – Parks & Recreation** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for three (3) Seasonal Park and Campground Maintenance Helpers and one (1) Park and Campground Attendant exists in the General Fund, as certified by the Assistant County Administrator and concurred with by the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of three (3) Seasonal Park and Campground Maintenance Helpers at Range PT50 (\$15.05 - \$18.27) and one (1) Park and Campground Attendant at Range PT50 (\$15.05 - \$18.27).
15. **COUNTY ADMINISTRATOR – Library** – Request Board approve changing the authorized strength in the Library by: A) deleting one BPAR Librarian Range 54-60 (\$3,074 – \$4,301) and one full-time Librarian/Museum Coordinator Range 54-60 (\$3,074 – \$4,301); and B) adding one full-time Librarian Range 54-60 (\$3,074 – \$4,301) and one BPAR Librarian/Museum Coordinator, Range 54-60 (\$3,074 – \$4,301).
16. **COUNTY ADMINISTRATOR – Clerk of the Board** – Request Board: A) review the current *Appointment Policy Boards, Committees, and Commissions for which the Board of Supervisors has Appointing Authority*; and B) consider adopting changes to encourage prospective appointees to provide more detailed information about their desires and qualifications for appointment when the number of applicants exceeds the number of vacancies available on a board, committee, or commission for which the Board has appointing authority.
17. **COUNTY ADMINISTRATOR – Presentation** – Request Board receive a presentation from Bob Lavigna, Director of the Institute for Public Sector Employee Engagement, on “Building a Culture of Employee Engagement.”
18. **COUNTY ADMINISTRATOR – Public Works Director** – Request your Board review and discuss agenda items for the Eastern Sierra Council of Governments meeting scheduled for 9 a.m. on Wednesday, February 14, 2018 in Mammoth Lakes pertaining to the Bishop Airport, and provide direction to the County's ESCOG representatives.

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

- 11 a.m. 19. **PLANNING** – Request Board enact the following ordinance, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.73 Short-Term Rental of Residential Property to the Inyo County Code.”
- 1:30 p.m. 20. **BOARD OF EQUALIZATION** – The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

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

21. **PUBLIC COMMENT**

**CORRESPONDENCE – INFORMATIONAL**

22. **Inyo County Sheriff** – Sheriff’s Department and Jail Overtime Reports for October 2017.

**BOARD MEMBER AND STAFF REPORTS**

# Investing in a Resilient Eastern Sierra



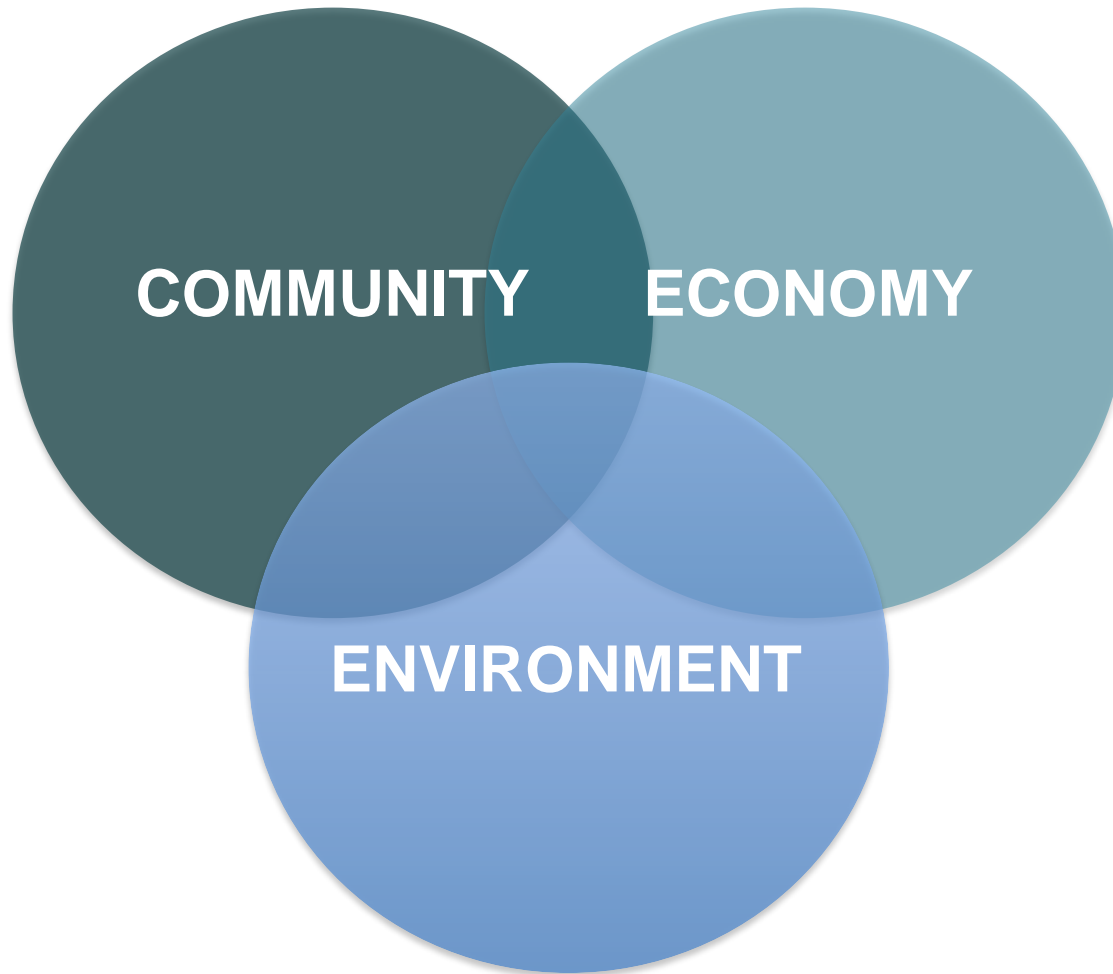
**Steve Frisch, President**  
**Nikki Caravelli, Project Manager**



# Agenda

1. Sierra Business Council
2. Sierra CAMP (The Sierra Climate Adaptation and Mitigation Partnership)
3. The Sierra Consortium
4. 2018 California Parks and Water Bonds

# Sierra Business Council





# Our Mission



# What does SBC do?

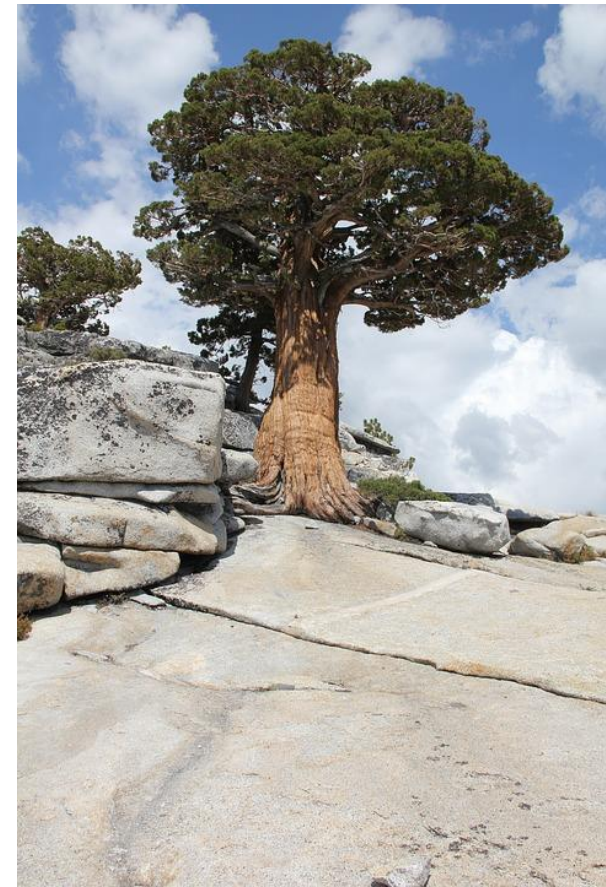
- Small Business Development Center
- Energy Action Plans for local government
- Sierra Nevada Energy Watch Program
- Sierra Nevada Geotourism
- Government Affairs
- ...and more!



# Government Affairs

Advancing state recognition of the value of the Sierra Nevada and advocating for investments in the region to support triple bottom line initiatives such as:

- conservation
- economic development
- Resilience and climate action
- sustainable community strategies

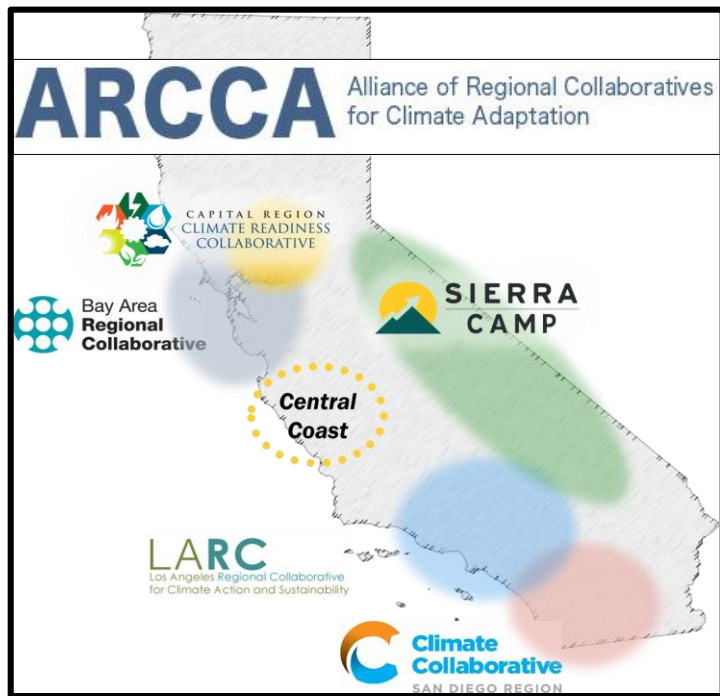


# Sierra Climate Adaptation & Mitigation Partnership

A partnership of Sierra organizations, businesses & local governments promoting climate adaptation & mitigation strategies across the Sierra.

What we do:

1. Inform, empower & mobilize Sierra leaders on California climate policy
2. Build understanding, support and investment from urban California
3. Support and initiate on-the-ground demonstration projects



*Sierra CAMP activates our region on climate change.*



Rosemarie Smallcombe,  
Mariposa County  
Supervisor

Scott Warner,  
Hydrogeologist



Susi Lippuner,  
Community  
Member



Karen Ferrell-  
Ingram, Land  
Conservation  
Specialist



Garry Bowen, Tahoe  
Future Forum



Kelly Cruce, Spatial  
Informatics Group  
and Georgetown  
Climate Center



SIERRA NEVADA ALLIANCE



# Funding & Policy

Fact Sheet: State of Cap-and-Trade Funding in the Sierra

White Paper: Policy Recommendations for 2017 Update of *Safeguarding California: Reducing Climate Risk*



Priority
Integrated Watershed Investment
Forest Restoration
Regional Economic Development
Preparedness and Public Health
Structural Recommendations

<http://www.sbcsierracamp.org/analysis/>



# Sierra Consortium

A coalition of Sierra land trust, water agency and local business interests, working to increase investment in the Sierra Nevada, leading to more effective resource management benefiting the environmental, social and economic well-being of the region.

## Objectives:

- Increase support/funding for permanent natural resources through lobbying and direct advocacy.
- Increase coordination with partners and issue allies in support of Sierra Nevada issues.



*Sierra Consortium gets our region a seat at the table.*

# 2018 Parks & Water Bonds

\$492 million in direct funding for the Sierra Nevada

## SB 5 – June 2018

- \$4 Billion Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act
- \$142 million specified for the Sierra for forest restoration, watershed health and conservation.

## Water Bond – Nov. 2018

- \$8.877 Billion Citizen's Initiative - Water Supply and Water Quality Bond Act
- \$350 million specified for the Sierra for watershed restoration and water supply improvements

The combined funding from both bonds for the Sierra is **5.5x** what the region got from Prop 84 and **12x** what the region got from Prop 1. Not only is the immediate ROI **more than ever before**, but if we are successful, these amounts now become the new "**baseline**" for **future funding** to the region.

# A seat at the table for a resilient Eastern Sierra.

1. **Join Sierra CAMP** for the latest in policy information, funding, and opportunities for regional resilience.
2. **Join the Sierra Consortium** as a voice for the Sierra Nevada in statewide matters.
3. **Endorse SB5** as the largest expenditure ever included in a state resource bond measure for our region.





# Questions?

**Steve Frisch**

President

[sfrisch@sierrabusiness.org](mailto:sfrisch@sierrabusiness.org) | [sierrabusiness.org](http://sierrabusiness.org)

**Nikki Caravelli**

Sierra CAMP Project Manager

[ncaravelli@sierrabusiness.org](mailto:ncaravelli@sierrabusiness.org) | [sbcsierracamp.org](http://sbcsierracamp.org)





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

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

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Request to Dispose of Surplus Motor Pool Vehicle

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board declare Vehicle #9815 as surplus and authorize Motor Pool to take the necessary actions to dispose of the vehicle.

**SUMMARY DISCUSSION:**

On January 26, 2018, while being driven by a County employee, vehicle #9815, a 2016 Ford Focus, was involved in a collision resulting in the total loss of the car. Since this vehicle is no longer drivable, it is requested that your Board declare it as surplus.

Motor Pool is reviewing the options for disposal of the vehicle and request your Board authorize the department to arrange for its removal in the most cost-effective manner possible. It will either be scrapped locally or sent to an auction house where there is the possibility of recovering some funds.

**ALTERNATIVES:**

Unless the vehicle is declared as surplus it cannot be disposed of and will be stored in the County yard.


**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

If any proceeds are received they will be allocated to the Motor Pool Internal Service Fund and partially offset the loss incurred by the County as a result of this accident.

**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: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>ye</u> Date <u>1/29/2018</u>
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: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 2/1/18  
(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: <b>AGENDA NUMBER</b>
10

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Approval of Emergency Medical Services Fund Policy

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the following Emergency Medical Services Fund policy.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Emergency Medical Services (EMS) funds are collected from traffic fines in varying amounts per year. The disbursement of the funds is designated by Health and Safety Code Section 1797.98a and requires the monies be distributed as follows: (25%) to hospitals (including pediatric trauma), (58%) to emergency room physicians, and (17%) to local emergency medical services-related discretionary purposes. The purpose of the EMS funds is to partially compensate medical providers for uncompensated emergency medical services, as well as other emergency medical services within Inyo County. These funds are known as "Maddy funds". Health and Human Services has been the designated administering agency for Inyo County since 1989 when these funds were established.

The original policy/plan was written and approved by this Board in 1997. Working with County Counsel and the State Emergency Medical Services Agency (EMSA), we have updated the policy and developed a detailed and thorough plan that addresses each of the different funding categories. Health and Human Services is requesting your Board approve the updated draft policy, which will bring the Inyo County EMS policy into compliance with the Health and Safety Code.

**ALTERNATIVES:**

The Board could choose to not update the current plan/policy. This is not recommended, as the policy is a requirement for compliance with Health and Safety code.

**OTHER AGENCY INVOLVEMENT:**

Northern Inyo Hospital, Southern Inyo Hospital and countywide eligible emergency medical service entities.

**FINANCING:**

100% Emergency Medical Trust Fund #505107, regulated by legislation. No County General Funds.



**APPROVALS**

**COUNTY COUNSEL:**

*[Handwritten signature]*

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

Approved: YES Date: 1/17/18

**DEPARTMENT HEAD SIGNATURE:**

**(Not to be signed until all approvals are received)**

*[Handwritten signature]*

Date: 1/25/18

Inyo County  
Emergency Medical Services Fund Policy

Inyo County, pursuant to Health and Safety Code Section 1797.98, has established an Emergency Medical Services (EMS) Fund. A portion of the EMS Fund includes monies received pursuant to SB 12-Maddy legislation enacted in 1987, referred to as "Maddy Funds",. The purpose of the EMS fund is to partially compensate medical providers providing uncompensated emergency medical services and to fund other emergency medical services within Inyo County.

**Definitions**

Emergency Services: Physician services in one of the following:

1. A general acute care hospital which provides basic or comprehensive emergency services for emergency medical conditions.
2. A site which was approved by a county prior to January 1, 1990, as a paramedic receiving station for the treatment of emergency patients, for emergency medical conditions.
3. Beginning in the 1991-92 fiscal year and each fiscal year thereafter, in a facility which contracted prior to January 1, 1990, with the national park service to provide emergency medical services, for emergency medical conditions.
4. A standby emergency room in a hospital specified in Section 124840 of the Health and safety Code, for emergency medical conditions.<sup>1</sup>

Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, which in the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Placing the patient's health in serious jeopardy.
2. Serious impairment to bodily functions.
3. Serious dysfunction to any bodily organ or part.<sup>2</sup>

Gross Billings Arrangement: An arrangement whereby a hospital serves as the billing and collection agent for the emergency physician and surgeon, or an emergency physician group, and pays the emergency physician and surgeon, or an emergency physician group, a percentage of the emergency physician and surgeon's or group's gross billings for all patients.<sup>3</sup>

---

<sup>1</sup> Welfare and Institutions Code section 16953 (a) and Health and Safety Code section 1797.98e(e)

<sup>2</sup> Welfare and Institutions Code section 16953 (b)

<sup>3</sup> Health and Safety Code section 1797.98f

Eligible Services: Services eligible for reimbursement from this fund must meet the definition of an Emergency Medical Service for an Emergency Medical Condition. Further, the following criteria must be met

1. Payment will not be made through any private coverage or by any program funded in whole or in part by the federal government<sup>4</sup>
2. The provider has inquired if there is a responsible third-party source of payment.
3. The provider has billed for payment of services
4. One of the following:
  - a. A period of not less than three months has passed from the date the provider billed the patient or responsible third-party, during which time the provider has made at least two efforts to obtain reimbursement and has not received reimbursement for any portion of the amount billed; or
  - b. The provider has received actual notification from the patient or responsible third party that no payment will be made for the services rendered by the provider.
5. The provider has stopped any current, and waives any future, collection efforts to obtain reimbursement from the patient, upon receipt of funds from the county physician services account in the county emergency medical services fund.<sup>5</sup>
6. For the purposes of Maddy Fund, payments shall be made only for emergency services provided on the calendar day on which emergency medical services are first provided and on the immediately following two calendar days, however, payments may not be made for services provided beyond a 48-hour period of continuous service to the patient.<sup>6</sup>

### **Administration of EMS Fund**

The Maddy fund is to be administered by Inyo County. The Inyo County Board of Supervisors has delegated the Health and Human Services Department as the administering agency.

Revenue: Maddy fund revenue, which is received through court penalties, will be apportioned to the fund on an annual basis within 90 days of the completion of the fiscal year (July – June).

### Administration Fees:

- a. Calculate the prior fiscal year's total HHS administrative costs, including the fully benefitted and operational costs of HHS staff

---

<sup>4</sup> Welfare and Institutions Code section 16952 (f)

<sup>5</sup> Welfare and Institutions Code section 16955

<sup>6</sup> Health and Safety Code section 1797.98c (g)

involved in the distribution of the funds, as well as any costs associated with purchasing/repairing/operation of EMS repeaters (may include FCC licensing).

- b. Determine what 10% of the June 30 fund balance is, per statute<sup>7</sup>
- c. Determine which is the lesser amount of a or b above, according to statute, and use the lesser amount to cover current fiscal year's administrative cost by moving that amount into the HHS Health budget, or other budget that covers EMS administrative expenses, as appropriate.

Maddy Fund allocation: Maddy funds, after the payment of administrative costs, are divided, by statute, as follows:

- 58% to a Physicians Services Account (PSA)
- 25% to a Hospital Services Account (HSA) (which includes any pediatric trauma)
- 17% for other Emergency Medical Services<sup>8</sup>

Interest allocation: Any interest accrued on the Fund will be allocated based on the Maddy Fund allocation ratios.

Distribution of Funds: All funds in the Fund will be distributed on an annual basis. The fund will be administered using modified accrual accounting.

All funds will be distributed based on the following:

1. Administrative share will be distributed first;
2. Seventeen percent (17%) of the Maddy funds will be used to support EMS programs in Inyo County. Five thousand dollars (\$5,000) will be set aside for EMS personnel certification training.
  - a. The designated HHS staff shall convey in writing to the eligible EMS providers the total amount of funds available, and shall solicit their requests for funds to cover allowable EMS expenditures. (See State Auditor's Report for discussions of allowable expenditures.)
  - b. Upon receipt of those providers' requests by the designated deadline, the HHS Director or designee shall approve all allowable requests, unless the total of such requests exceeds the total funds available in the 17% portion.
  - c. If the total requests exceed the total amount available, the HHS Director or designee shall establish a review process, using appropriate health care staff to determine greatest need and/or most effective and efficient use of the funds. Such review shall result in final decisions of the distribution of the 17% portion of the funds for that fiscal year.

---

<sup>7</sup> Health and Safety Code section 1797.98a (2)

<sup>8</sup> Health and Safety Code section 1797.98a (5 a-c)



- d. After either b or c, the HHS Director or designee shall communicate to the EMS providers of the decisions, and authorize contracts, or whatever current County process is required for the distribution of the funds as soon as possible in the current fiscal year.
  - e. Funds not requested or left unspent will be redistributed during the next fiscal year.
3. The PSA and HSA portion of the fund will be distributed based on the following:
- a. All claims must be submitted on a HCFA 1500 form. All claims must be submitted—and will be paid—only 50% of the CPT code billed at the current California Medi-Cal provider rates.<sup>9</sup>
  - b. All claims must be submitted in the time frames outlined in attachment A.
  - c. All claims must be for “eligible services” as defined herein.
  - d. Reimbursement will be made on a quarterly basis. If there are insufficient funds to pay claims, they will be returned to the provider.
  - e. At the end of the fiscal year, any funds remaining in the PSA or HSA will be re distributed proportionately at the beginning of the next fiscal year between all categories.

### **Hospital Responsibilities**

Hospitals may submit claims for reimbursement from the PSA for services rendered at the hospital by physicians or surgeons with whom the hospital has a gross billings arrangement. All HSA and PSA claims must meet all of the criteria described below under Physician Responsibilities.

### **Physician Responsibilities**

1. Providers must submit claims, detailing all services provided using the HCFA 1500 based on the Hospital Fee Schedule using CPT codes.
2. Providers must submit claims based on the time schedule outlined in Attachment A.
3. Providers may submit claims for “eligible services” only. Submission of a completed provider Claim Form (Attachment B) or other document providing verification of the information required in the Provider Claim Form shall serve to initially verify eligibility and one must be provided with each group of claims.
4. Upon receipt of EMS Funds, the provider must stop any current, and waive any future, collection efforts to obtain reimbursement from the

---

<sup>9</sup> Health and Safety Code section 1797.98d

- patient, upon receipt of funds from the county physician services account in the county emergency medical services fund.
5. If the County denies a claim, the provider will have the opportunity to request reconsideration, utilizing Attachment C, and by submitting additional documentation.

### **County Responsibilities**

1. Inyo County has delegated an administering officer, the Inyo County Health and Human Services Director or designee. The administering officer will be responsible for updating the time schedule for claims submission and processing, as currently outlined in attachment A.
2. The administering officer shall prepare and distribute, at least annually, information regarding the EMS funds
3. The County will process payments from the EMS Fund on a quarterly basis.
4. If the County rejects a claim as ineligible, a written rejection notice will be sent to the provider within 30 days of rejection.
5. The County will submit any annual reports required for the Maddy Funds as required by law.
6. The County shall compile quarterly and annual summaries of reimbursements paid to facilities and physicians and surgeons. This summary shall include, but shall not be limited to, the total number of claims submitted by physicians and surgeons in aggregate from each facility and the amount paid to each physician and surgeon. This report will be available to the public at a charge equal to the cost of duplication.
7. The County has established an appeal procedure to resolve any disputes arising out of the disbursements of the EMS Fund.

### **Audits**

1. Audits may be performed by County staff or its agents. Claimant Physician agrees to permit Inyo County or its agents to audit and examine the claimant's records insofar as they relate to claims submitted pursuant to this program and to make excerpts and transcripts from such records. The State of California or any federal agency having an interest in the provisions of Chapter 1331 Statutes 1989 shall have the same rights conferred on the County.
2. Audit criteria shall include, but not be limited to
  - a. Eligibility of the patient
  - b. Verification that services were provided
  - c. Conformance with program policies and procedures
  - d. Eligibility of place of service

- e. Eligibility of service
- f. Verification of historic use and customary charges
- 3. Audits may be conducted for quality or appropriateness of medical services provide.
- 4. Physicians will receive at least 30 days notice of an audit with a list of records and documents to be reviewed by the auditor including a list of patient names of claims to be reviewed.
- 5. Physician shall receive a written notice of the results of the audit including an explanation of any claims rejected and a notice of the appeals process within 45 days of the completion of the audit.

### **Recoupment**

The County shall either recoup or withhold from future payments funds that are erroneously paid. Such recoupment or withholding may result from:

- 1. Audit results
- 2. Patient or third-party payments

If, as a result of an audit or the receipt of a patient or third party payment, the County determines that reimbursement is required, it shall notify the Physician in writing. The Physician shall, within 30 days of the date of receipt of the notice, submit payment to the County, or request, in writing, that future payments be withheld until such time as the recoupment has been settled. In the case of a patient or third-party payment, the Physician is only responsible for repaying the amount received from the third party or the amount received from the EMS fund, whichever is less.

If, after 30 days, the Physician has either not reimbursed the EMS Fund, or filed a written request to withhold future payments, a second request for reimbursement will be sent to the provider. If 30 days after the second request, no response has been received, the County may pursue any and all available administrative and judicial actions to recover such funds.

### **Appeals Process**

The following shall govern administrative appeals of decisions relating to the approval and payment of claims.

The claimant shall file a written appeal with:

Inyo County Health & Human Services  
Director or his/her designee  
163 May Street  
Bishop, CA 93514  
760-873-3305 Phone  
760-873-6505 Fax

- All appeals must be filed in writing within 30 days from the date of the rejection notice, or the audit findings.
- The appeal shall contain sufficient documentation to address the issues raised in the rejection/audit.
- If the appeal involves issues of medical judgment or appropriateness, the Inyo County Health Officer will be consulted in making a final determination as it relates to medical eligibility.
- If the appeal involves issues of insurance coverage, Inyo County Department of Social Services will be consulted.
- If the Director determines that the claim is eligible, the claim will be forwarded to the administering officer for payment. The administering officer shall process the claim for payment immediately.
- The Director shall provide a final administrative decision for all appeals.

### **Additional Requirements**

Records and Documents: All participating claimants shall preserve the records and documents supporting claims for three years from the date of final action on the claim.

Future Collection Efforts: The physician shall stop any current, and waive any future, collection efforts to obtain reimbursement from the patient.

### **Amendments**

It is anticipated that during the term of this program it may be necessary or appropriate to make changes in the EMS Fund Policy because of changes in State Law governing these funds or for other reasons. Physicians and Hospitals will be notified of any changes in the EMS Fund Policy in writing 30 days before the effective date of the change by the County.

### **Indemnification**

Claimant Physician agrees to indemnify, defend and hold harmless the County of Inyo, its officers, agents, and employees, including any party or entity with whom the County contracts to implement the provisions of this program, against any and all claims and losses accruing or resulting to any and all persons or entities supplying work, services, materials or supplies in connection with the services for which a claim is submitted, and from any and all claims and losses accruing or resulting to any person or entity who may be injured or damaged by claimant in connection with the provision of services for which a claim is submitted.

## **Non-Compliance**

In the event Physician does not comply with the requirements of this program, the EMS Fund Policy, and any amendments hereafter made to these laws or the Policy, the County is authorized to recover any funds received by Physician and may deny further payments required by this program until Physician demonstrates compliance.

## **Disclaimer**

The County, its officers, employees, contractor, and agents shall incur no obligation to provide funds to Physician for the Physician Program except and to the extent that funds are available by statute.

## **Contacts**

Inyo County Health & Human Services  
Director or designee  
P.O. Drawer H  
Independence, CA 93526  
760-878-0232 Phone  
760-878-0266 Fax



Attachment A

Inyo County  
Emergency Medical Services Fund

SCHEDULE FOR CLAIMS SUBMISSION AND PROCESSING

Claims can be submitted year round but will only be processed quarterly.

Claims received	Claims processed
July – September	October
October – December	January
January – March	April
April – June (received by July 30)	August

Attachment B  
Inyo County  
Emergency Medical Services Fund

PROVIDER CLAIM FORM  
Submit to: Inyo County Health & Human Services  
Fiscal Division  
P.O. Drawer H  
Independence, CA 93526

Provider name (as shown on Medical License)	DBA (Check Made Payable to)
Mailing Address (street or PO Box)	City, State, Zip
Telephone #	Fax #

Range of Dates of Services: \_\_\_\_\_

Physician's Fees \_\_\_\_\_ Hospital fees \_\_\_\_\_

**The provider must certify that all of the following are true and correct in order for the claimed services to be eligible for reimbursement. Please initial on the lines provided and sign below.**

1. \_\_\_\_\_ Emergency medical services, for an emergency medical condition, as defined in Inyo County's Emergency Medical Services Fund Policy, were provided to this patient.
2. \_\_\_\_\_ The provider has inquired if there is a responsible third-party source of payment.
3. \_\_\_\_\_ The patient cannot afford to pay for the services and payment will not be made through any private coverage or by any program funded in whole or in part by the Federal Government (Medicare, Medi-Cal, CMS, other).
4. \_\_\_\_\_ This office has billed the patient for the services.
5. Initial one of the following:
  - a) \_\_\_\_\_ Three months has passed since the initial bill and this office has made at least two attempts to collect from the patient; or
  - b) \_\_\_\_\_ This office has received actual notification from the patient or responsible third party that no payment will be made.
6. \_\_\_\_\_ Upon receipt of payment from the Maddy fund, this office will stop any current and waive any future collection efforts for these services.
7. \_\_\_\_\_ This office will maintain records of the services rendered, the person to whom rendered, the date those services were rendered, and evidence of its efforts to collect from the patient for three years from the date of service.
8. \_\_\_\_\_ I have attached the HCFA 1500 and other documentation (contact logs, insurance EOB's, returned mail, etc) to support the eligibility of this claim for EMS Funds.

I certify under penalty of perjury that the information supplied on this form is true and correct and I agree to comply with the program guidelines as set forth in the EMS Fund Policy attached hereto.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Attachment C  
Inyo County  
Emergency Medical Services Fund

RESUBMISSION REQUEST FORM  
Submit to: Inyo County Health & Human Services  
Fiscal Division  
P.O. Drawer H  
Independence, CA 93526

Provider name (as shown on Medical License)	DBA (Check Made Payable to)
Mailing Address (street or PO Box)	City, State, Zip
Telephone #	Fax #

Range of Dates of Services: \_\_\_\_\_

Physician's Fees \_\_\_\_\_ Hospital fees \_\_\_\_\_

**The provider must certify that all of the following are true and correct in order for the claimed services to be eligible for reimbursement. Please initial on the lines provided and sign below.**

1. \_\_\_\_\_ Emergency medical services, for an emergency medical condition, as defined in Inyo County's Emergency Medical Services Fund Policy, were provided to this patient.
2. \_\_\_\_\_ The provider has inquired if there is a responsible third-party source of payment.
3. \_\_\_\_\_ The patient cannot afford to pay for the services and payment will not be made through any private coverage or by any program funded in whole or in part by the Federal Government (Medicare, Medi-Cal, CMSP, other).
4. \_\_\_\_\_ This office has billed the patient for the services.
5. Initial one of the following:
  - a) \_\_\_\_\_ Three months has passed since the initial bill and this office has made at least two attempts to collect from the patient; or
  - b) \_\_\_\_\_ This office has received actual notification from the patient or responsible third party that no payment will be made.
6. \_\_\_\_\_ Upon receipt of payment from the Maddy fund, this office will stop any current and waive any future collection efforts for these services.
7. \_\_\_\_\_ This office will maintain records of the services rendered, the person to whom rendered, the date those services were rendered, and evidence of its efforts to collect from the patient for three years from the date of service.
8. \_\_\_\_\_ I have attached the HCFA 1500 and other documentation (contact logs, insurance EOB's, returned mail, etc) to support the eligibility of this claim for EMS Funds.

I certify under penalty of perjury that the information supplied on this form is true and correct and I agree to comply with the program guidelines as set forth in the EMS Fund Policy attached hereto.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_



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

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  11
--

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

FROM:        **ROAD DEPARTMENT**

FOR THE BOARD MEETING OF: February 13, 2018

SUBJECT:     Renew the Right-of-Way Grant for the asphalt mixing table with United States Bureau of Land Management (BLM).

**DEPARTMENTAL RECOMMENDATIONS:**

Renew the Right-of-Way Grant from BLM for a Road Department mixing table in the Tecopa/Shoshone area.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Road Department has had an asphalt mixing table, which is used for the field manufacturing of asphalt surfacing material. The mixing table is associated with a borrow site and has been included in the borrow site permit. Along with the borrow site permit, BLM requires a separate Right-of-Way Grant for the mixing table since they consider it to be a permanent feature. Our current Right-of-Way Grant will expire on February 3, 2018.

**ALTERNATIVES:**

Your Board could choose not to approve the agreement, which would require the Road Department to stop using the table. The loss of the mixing table would have a severe negative impact on the maintenance in the Tecopa/Shoshone area.

**OTHER AGENCY INVOLVEMENT:**

Approval of County Counsel of the agreement.

**FINANCING:**

There is no costs associated with the approval.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <div style="display: flex; justify-content: space-between;"> <span>Approved: <u>gcs</u></span> <span>Date: <u>1/26/18</u></span> </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="display: flex; justify-content: space-between;"> <span>Approved: <u>N/A</u></span> <span>Date: _____</span> </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="display: flex; justify-content: space-between;"> <span>Approved: <u>n/a</u></span> <span>Date: _____</span> </div>

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

Date: 1/29/18

**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS**

FOR AGENCY USE ONLY

Application Number

Date Filed

3. Telephone (with area code)  
760-878-0201

Applicant  
Inyo County Road Dept.

Authorized Agent  
Chris Cash

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

1. Name and address of applicant (include zip code)

Inyo county Road Department  
P.O Drawer Q  
Independence, CA 93526

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization number
- c.  Amend existing authorization number
- d.  Assign existing authorization number
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Renew currant Right-of-Way Grant CACA-38342 for 10 years to maintain and operate an existing Asphalt Mixing Table to operate and store materials processing equipment for the construction, maintenance and repair of Inyo County roads on public lands southeast of Tecopa, California.

8. Attach a map covering area and show location of project proposal

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

This mixing table is already constructed, and will be operated and maintained by the Inyo County Road Department.

Inyo County has a reclamation plan and financial insurance trust fund set up for this mixing table. (Please See attached)

13a. Describe other reasonable alternative routes and modes considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to cross Federal Lands.

This is a preexisting Right-of-Way grant that is due to expire from a 20 year lease, Inyo County Road Department is asking to extend the Right-of-Way grant for another 10 years

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

There will be no construction as this is a preexisting facility.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

There will be no change in existing conditions.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

None

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

There will be Cold Mix asphalt stored at this sight, which is no change from prior Right-of-Way Grant.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

None

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date

01/03/2018

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.



GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Alaska Regional Office  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Alaska State Office  
Bureau of Land Management  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Public Room: 907-271-5960  
FAX: 907-271-3684  
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

National Park Service (NPS)  
Alaska Regional Office  
240 West 5th Avenue  
Anchorage, Alaska 99501  
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
<b>I - PRIVATE CORPORATIONS</b>	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

## NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

### BURDEN AND NONDISCRIMINATION STATEMENTS

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



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

For Clerks Use Only
AGENDA NUMBER
12

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **February 13, 2018**

SUBJECT: Approval of the Drug Enforcement Administration (DEA) Domestic Cannabis Eradication/Suppression Grant

**DEPARTMENTAL RECOMMENDATION:**

Request the Board A) approve the 2018 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the amount of \$7,000; B) authorize Sheriff Lutze to sign the agreement and all necessary documents; C) authorize Alisha McMurtrie, Treasurer/Tax Collector, to sign as the authorized agency representative to enable electronic fund transfer when available; D) contingent upon adoption of the FY18/19 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The US Drug Enforcement is again offering local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. This year's grant award is \$7,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo Narcotic Teams ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation.

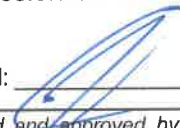
**ALTERNATIVES:**

Deny the grant and use existing county funds for cannabis enforcement.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The DEA Grant award is \$7,000 of federal funds designed to augment local law enforcement efforts to eradicate/suppress domestic cannabis. The funds will be budgeted in the FY 18/19 Domestic Cannabis Eradication/Suppression Budget Unit # 671507.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>2/18/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>1/22/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



1-23-18

Date:



**U.S. Department of Justice  
Drug Enforcement Administration**

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Agreement Number 2018-19

This Letter of Agreement (LOA) is entered into between the ***INYO COUNTY SHERIFF'S OFFICE***, hereinafter referred to as (***THE AGENCY***), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. **MANDATORY requirement for *THE AGENCY* to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
  - g. Submit to DEA quarterly expenditure reports.



2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of *THE AGENCY's* program with respect to those activities by such personnel shall be solely at *THE AGENCY's* discretion, subject to appropriate limitations contained in the budget adopted by *THE AGENCY*, except that *THE AGENCY* understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to *THE AGENCY* Federal funds in the amount of **SEVEN THOUSAND DOLLARS (\$7,000.00)** for the period of October 1, 2017 to September 30, 2018, to defray costs relating to the eradication and suppression of illicit cannabis.

3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. *THE AGENCY* understands and agrees that Federal funds provided to *THE AGENCY* under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". *THE AGENCY* understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to *THE AGENCY* under this Agreement for activities on Federal land, *THE AGENCY* agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of *THE AGENCY's* presence on Federal land.

4. The Federal funds provided to *THE AGENCY* are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the**

normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund”. [Agency Initials \_\_\_\_\_]

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. [Agency Initials \_\_\_\_\_] Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **are not automatically approved for purchase.** [Agency Initials \_\_\_\_\_] All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [erd.fac@census.gov](mailto:erd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-18 (10/01/2017 through 09/30/2018)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.



16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, **THE AGENCY** will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM [www.sam.gov](http://www.sam.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

**Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.**

**THE AGENCY's** current DUNS No. is 010706687.

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on January 9, 2018.

**THE INYO COUNTY SHERIFF'S OFFICE**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

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

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

Special Agent in Charge - San Francisco Field Division Date: \_\_\_\_\_

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2018/AFF-B-OP/OM/8210000/DEA-JLE/DCE: \_\_\_\_\_  
\_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ DNC No. \_\_\_\_\_

DNO No. \_\_\_\_\_ DDP No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*



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

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 13, 2018

SUBJECT: Award the Bid and approve the Contract with Blizzard Fire Protection for inspection and maintenance of fire extinguishers which are placed in various County buildings.

**DEPARTMENTAL RECOMMENDATIONS:**

- 1) Request your Board award the bid and approve a contract with Blizzard Fire Protection to inspect and perform required maintenance on County fire extinguishers for a cost of \$6,118.00 for the first year, \$6,227.25 for the second year, and \$6,336.50 for the third year, for a total not-to-exceed amount of \$18,681.75 for the period of February 10, 2018 through February 9, 2021, subject to funding availability and adoption of future budgets;
- 2) Authorize the Chairperson to sign the contract, contingent on obtaining appropriate signatures.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

Public Works solicited Requests for Bids and received one bid proposal for review. Blizzard Fire Protection is the sole responsive bidder.

The County must adhere to Fire Codes. These codes mandate that fire extinguishers be installed in all County operated buildings. Occupational Safety and Health Administration (OSHA) requires all employers to provide, and be responsible for inspection, maintenance and testing of portable fire extinguishers in the workplace, and assure that they are fully charged and in operable condition. Inyo County currently has 437 fire extinguishers in various locations (See Attachment B to the Contract) that require inspection and maintenance, and County staff does not have the expertise to fulfill this requirement.

**ALTERNATIVES:**

The Board could choose not to approve this request; however, that is not recommended as county staff does not have the expertise to provide routine inspections of our fire extinguishers to ensure fire codes are being adhered to.

**OTHER AGENCY INVOLVEMENT:**

Auditors Office  
County Counsel

**FINANCING:**

Funding for this contract is budgeted in Building and Maintenance (011100) Professional Services (5265).

**APPROVALS**

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  
*Michael* Approved: YES Date 1/19/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
*[Signature]* Approved: yes Date 1/22/2018

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

**DEPARTMENT HEAD SIGNATURE:** *CD*  
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 1/24/18

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** BLIZZARD FIRE PROTECTION  
**FOR THE PROVISION OF** FIRE EXTINGUISHER SERVICES **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the FIRE EXTINGUISHER services of BLIZZARD FIRE PROTECTION of MAMMOTH LAKES, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 FEBRUARY 10, 2018 to FEBRUARY 9, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the 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 \$18,681.75 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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



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

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

#### **8. WORKERS' COMPENSATION.**

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

#### **9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo	
PUBLIC WORKS	Department
168 N. EDWARDS ST.	Street
INDEPENDENCE, CA 93526	City and State

Contractor:	
BLIZZARD FIRE PROTECTION	Name
P.O. BOX 354	Street
MAMMOTH LAKES, CA 93546	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.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND BLIZZARD FIRE PROTECTION**  
**FOR THE PROVISION OF FIRE EXTINGUISHER SERVICES 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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BLIZZARD FIRE PROTECTION  
FOR THE PROVISION OF FIRE EXTINGUISHER SERVICES SERVICES**

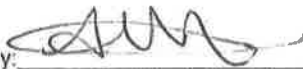
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 31 DAY OF JANUARY, 2018.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

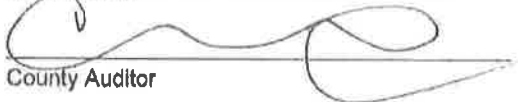
JENA CARTER \_\_\_\_\_  
Print or Type Name

Dated: 1/31/18 \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BLIZZARD FIRE PROTECTION  
FOR THE PROVISION OF FIRE EXTINGUISHER SERVICES SERVICES**

**TERM:**  
2/10/18  
**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
2/09/2021

**SCOPE OF WORK:**

\*\*\*\*\*PLEASE SEE ATTACHED\*\*\*\*\*

**ATTACHMENT A**

**SCOPE OF WORK**

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

1. Upon placement of any order, and unless otherwise agreed to by County, Bidder shall warrant that all goods, as further described in Schedule B below, shall be services at the County's locations.
2. Bidder recognizes and hereby accepts that the quantities noted in Schedule B are only intended to be illustrative of historic annual amounts used by the Building and Maintenance Division of Public Works and are not guaranteed by County.
3. When specified, Bidder shall quote the cost of replacement fire extinguishers and those will be purchased separately and not included in this contract.
4. The County may, from time-to-time, need to purchase extinguishers that are not listed in Schedule B. If such an occasion should arise, Bidder would offer a discount of 5 % off of list price to County.



This Bid was received on 12-27, 2017 at 10:09<sup>a</sup> m.

ATTEST: Kevin D. Carunchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California.

By [Signature]  
Assistant

**AFFIDAVIT of ELIGIBILITY**  
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: Blizzard Fire Protection  
Name of Person Completing This Form: Jena Carter  
Telephone Number: 760-934-4455 ext 2  
E-mail Address: blizzardfireprotection@gmail.com  
Bid/Proposal Name: Fire Extinguisher Services

**1. Business Location**

In which county is your business located? Mono

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 126 Old Mammoth Rd STE 201  
City Mammoth Lakes State CA Zip 93546

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

**2. Business License**

Is your business required to hold a business license by government jurisdiction located in Inyo County?  Yes  No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

California State Fire Marshall

**3. Employment / Ownership**

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>Jena Carter</u> <input type="radio"/> FT, PT, or % Share [circle (click) one]	Name <u>Alex Carter</u> <input type="radio"/> FT, PT, or % Share [circle (click) one]
Address <u>405 Joaquin Rd unit B</u>	Address <u>405 Joaquin Rd Unit B</u>
City, State, and ZIP <u>Mammoth Lakes, CA 93546</u>	City, State, and ZIP <u>Mammoth Lakes, CA 93546</u>

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

**4. Certification:**

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Signature  Date 12/23/17

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** BLIZZARD FIRE PROTECTION  
**FOR THE PROVISION OF** FIRE EXTINGUISHER SERVICES **SERVICES**

**TERM:**  
**FROM:** 2/10/2018 **TO:** 2/09/2021

**SCHEDULE OF FEES:**

\*\*\*\*\*PLEASE SEE ATTACHED\*\*\*\*\*

# BLIZZARD FIRE PROTECTION

P.O. Box 354 / 126 Old Mammoth Rd. Suite 201  
Mammoth Lakes, CA 93546  
Ph: 760-934-4455 Fax: 760-924-3338

**Saturday, December 23, 2017**

## Three Year Option Quote for INYO COUNTY FACILITIES

The following quote is for servicing all **437** fire extinguishers located in Inyo County, CA.  
We will plan on being at your location March / April 2018 once approved.

Three year agreement pricing for EXTERNAL inspection of fire extinguishers		
First Year Pricing 2018	Second Year Pricing 2019	Third Year Pricing 2020
10.75 per extinguisher serviced	11.00 per extinguisher serviced	11.25 per extinguisher serviced

The above prices are for a normal external inspection of fire extinguisher, price includes California State Fire Marshall tag. NOTE: Tecopa fire extinguishers are expected to be gathered by Road Dept for the above price, using spares as loaners.

Three year agreement pricing for INTERNAL inspection of fire extinguishers		
First Year Pricing 2018	Second Year Pricing 2019	Third Year Pricing 2020
14.00 per extinguisher serviced	14.25 per extinguisher serviced	14.50 per extinguisher serviced

The above prices are for an internal inspection and recharge of fire extinguisher, price includes California State Fire Marshall tag and proof of internal inspection collar and O-rings as needed.

*\$6,118.00*

*\$6,227.25*

*\$6,336.50 = \$18,681.75*

Below we have listed our "Amerex" 2017 pricing for NEW and HYDROSTATIC testing, in the event expired, missing or damaged extinguishers need to be replaced or hydrostatically tested. These replacement costs include a current California Fire Marshal certification tag, delivery and installation.

- New 2.5lb ABC extinguisher \$44.00 each, if needed
- New 5lb ABC extinguisher \$55.00 each, if needed
- New 5lb Halotron extinguisher \$162.00 each, if needed
- New 10lb ABC extinguisher \$91.00 each, if needed
- New 10lb BC extinguisher \$85.00 each, if needed
- New 20lb ABC extinguisher \$135.00 each, if needed

- Hydro-Testing fire extinguishers**
- Size 5lb to 20lb ABC, BC or 'K' \$65.00 each, if needed
  - Size 5lb CO2 \$80.00 each, if needed
  - Size 10lb CO2 \$120.00 each, if needed
  - Size 5lb Halotron \$95.00 each, if needed

**Hydro-Testing wheeled unit fire extinguishers at Airport:** To be quoted per size, price varies from \$325 to \$740 each, if needed. Our records indicate these are not due for their hydro-test for about another 10 years.

Based off our records taken each year for the last 3 years, we have determined the following estimated quantities.

- 2018 = about 364 external inspections  
45 internal inspections due  
4 ABC hydrostatic tests due  
3 'K' hydrostatic tests due  
13 stationary ext. replacements due  
8 vehicle extinguisher replacements due

---

- 2019 = about 379 external inspections  
50 internal inspections due  
2 'K' hydrostatic tests due  
3 stationary ext. replacements due  
3 vehicle extinguisher replacements due

---

- 2020 = about 444 external inspections  
17 internal inspections due  
1 BC hydrostatic tests due  
6 stationary ext. replacements due  
5 vehicle extinguisher replacements due

Thank you for the opportunity to provide you with this quote and we look forward to working with you in the future. As a reminder, we have built an organized system around Inyo County's facilities to best accommodate each site. Please contact our office and staff if you have any questions or concerns.

**Approval of Quote**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

## Attachment B

Location	Number of Extinguishers	Location of Extinguisher	Type of Extinguisher
----------	-------------------------	--------------------------	----------------------

**Bishop Locations**

Bishop Library 210 Academy	3	Front Door, Restroom, South East Door and Mechanical Room	ABC
HHS/Probation	4	HHS side, Probation side	3 ABC/1 Halatron
Road Shop 701 South Maint St	58	Northeast shop, West wall, East wall, Southeast shop wall, Various locations and Auto's	ABC
Administration/HHS 163 May St	2	First floor lobby, Second floor	ABC
County Services Building 207 W. South St	3	Farm Advisor, West Hall, Health Department	ABC
Social Services 162 Grove St. Suites A, B, and F, Bishop	4	Main Lobby, Group Room and CSOC	ABC
Health and Human Services 162 Grove St. Suites I, J, K, and E, Bishop	2	AODS	ABC
Health and Human Services 162 Grove St. Suites H and G, Bishop	3	DOSS and CPS	ABC
IMAA 162 Grove	1	Main Lobby	ABC
Progress House 536 N. Second St	5	Office, lounge, pool room, kitchen	ABC
Bishop Senior Center 506 Park Ave	3	Southeast hall, Hall Kitchen, and Main Kitchen	ABC
WIC 568 West Line St	3	Main lobby, Kitchen, Restroom	ABC
Clark Wing Sheriff substation 301 W Line St	6	Various Location check with staff	ABC
Sheriff MINT Office 301 West Line St		Must contact Bishop Substation 760-873-7887	ABC

Attachment B

Bella Vous DA/Child support 230 W. Line st	4	Door by CLETS Printer/ DA	ABC
Bishop Search & Rescue Posse hut located at Bishop Airport	2	Kitchen/meeting room, Equipment Bay	ABC
Millpond Recreation Center Shop	2	Inside Park Shop	ABC
Eastern Sierra Regional Airport Terminal Building	2	Back door by office, East entrance to terminal	ABC
Eastern Sierra Regional Airport Firehouse	2	Front Door, Fire Truck	ABC
Eastern Sierra Regional Airport Fuel stations	12	Fast Pay terminals, fuel tanks, Fuel Trucks, X9, rolling ramp extinguisher, Emergency vault	6 ABC/6 Halatron
Bishop Landfill sunland Road	7	Gate Shop various vehicles	ABC
Eastern Sierra Weed WYE road	4	Shop and Various vehicles	ABC
Laws Watersystem Laws	1	Chlorination Well	ABC

**Big Pine Locations**

Big Pine Library 110 Main st	2	Front Door, South Door	ABC
Big Pine Town Hall 180 Dewey	2	Front Door, Southwest Door	ABC
Big Pine Road Shop 160 Dewey		Included with Bishop Count	ABC
Big Pine Dump Just south of Big Pine	6	Gate shop, Various Vehicle	ABC
Animal Shelter 1001 County Road	9	New Building, Old building , Various Vehicles, Trailers	ABC

**Independence Locations**

County Admin Center 224 N Edwards St	3	East Lobby, West Hall, Break room	ABC
Commander's House 201 North Edwards	1	Front Door	ABC
Superior Court II Pavillion Street	2		ABC



## Attachment B

Health Dept 136 Market	3	Southwest Hall, Northeast wall	2 ABC/1 Halatron
Main Courthouse 168 N Edwards	2	2nd floor located in North, and south hallways	ABC
Main Courthouse Superior Courts 168 N Edwards	2	3rd floor Entry Way, Basement in Supercourts wing mounted on wall	ABC
Annex Building 168 N. Edwards	11	1st Floor Information services, Assessor Office, Entry way by enviromental lab, 2nd Floor Envirmental office, Entry way next to Public works	10 ABC/1 Halatron
Motor Pool /Elections 136 South Jackson	2	South Wall	ABC
Maintenance Shop 136 South Jackson	3	Various location in building	ABC
Water Department 135 S Jackson	13	Various Vehicles	ABC
Water Department 135 S Jackson	5	Various location in building	ABC
Legion Hall 201 S Edwards	2	Southeast Wall, North West wall	ABC
Mazourka Shop 750 S. Clay	50	Various Locations and Autos	ABC/CD
Eastern California Museum	3	South Exit, Cash Register, by Desk	ABC
Juvenile Hall 201 Mazourka	9	Various Locations and Autos	ABC
Jail Administration 550 S Clay St	9	lt. Office, Fiscal Office, N. Hall, Weight room, Admin kitchen, E. hall, Dispatch door, dispatch interior,dispatch radio room	ABC
Jail 550 S. Clay St	19	Booking,Laundry,Kitchen,cpl. Office,Tower, boiler room, Chase way, Detention room, Bus, extras	ABC
Off Highway Vehicle Program 550 S. Clay	9	OHV 1 - 5, OHV Trailer, Forerunner Command post, fun runner toy hauler, jetcraft boat	ABC
Sheriff Department vehicles	75	Sheriff's Administration will cordinateVarious location	ABC
Independence Water System	3	Clorination Well, Bunker	ABC

Attachment B

**Lone Pine Locations**

Lone Pine Library 150 Bush	2	Library reception Area, Office	ABC
Lone Pine Sheriff Substation 726 N. Maint	2		ABC
HHS 380 N. Mt. Whitney	4		ABC
Lone Pine Road 160 N Lone Pine	3	Shop, Office , West door	ABC
Lone Pine Dump substation Rd	6	Gate, various vehicles	ABC
Statham Hall 183 Jackson	6	Main Hall, Front door, Kitchen, Conference room, serving room	ABC
Diaz Lake South 395	5	South Wall, west wall Adjacent shed	ABC
Lone Pine Death Valley Airport/ Water System	7	Fast Pay,Fuel Tanks,Fuel trucks,terminal 1 separate location at Chlorination well	ABC
Sheriff Search Rescue Lone pine airport	2		ABC
Olancha Dump	6	Gate, various vehicles	ABC

**Death Valley Tecopa Locations**

Shoshone Substation hwy 127 shoshone	1	Adobe #2	ABC
Deputy Residences 1 & 2 law lane	2	residence	ABC
Community Building extra for swap kept from Bishop airport	7	office, north wall, south wall, store room, kitchen	ABC
	6	Located in Building & Maint shop	ABC

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND BLIZZARD FIRE PROTECTION**

**FOR THE PROVISION OF** FIRE EXTINGUISHER SERVICES **SERVICES**

**TERM:**

**FROM:** 2/10/2018 **TO:** 2/09/2021

**SEE ATTACHED INSURANCE PROVISIONS**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
14

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

**FROM:** Parks and Recreation

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Request to Hire Three Seasonal Park and Campground Maintenance Helpers and one Park and Campground Attendant for the Parks and Recreation Dept.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested positions come from the General Fund, as certified by the Assistant County Administrator and concurred with by the Auditor Controller; and
- B) Where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, an open recruitment is appropriate to ensure qualified applicants apply, and
- C) Approve the hiring of three seasonal Park and Campground Maintenance Helpers, Range PT50 (\$15.05-\$18.27) and one seasonal Park and Campground Attendant, Range PT50 (\$15.05 – \$18.27)

**SUMMARY DISCUSSION:**

Operation of the County parks and campgrounds relies on help from seasonal employees during the summer. The department is requesting that four seasonal employees be hired for the period from April through October to assist regular County staff in maintaining the facilities during our busy summer season. These positions were included in the approved 2017/2018 budget.

Staff recommends filling the seasonal parks and campground maintenance positions through an open recruitment.

**ALTERNATIVES:** Your Board could choose not to authorize filling these positions, however, this is not recommended, as the positions are needed to properly maintain the facilities.

**OTHER AGENCY INVOLVEMENT:** Personnel

**FINANCING:** Funding for these positions is included in the FY 2017-2018 Parks and Recreation Budget 076998 object code 5012.

**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: _____ N/A _____ 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: 1/22/18 Date: [Signature]
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: [Signature] ✓ Date: 1/19/18

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

[Signature]

Date: 1/23/18



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

For Clerk's Use Only:  
AGENDA NUMBER

15

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

**FROM:** County Administrator - Library

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Approve change to authorized strength in the Library.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve changing the authorized strength in the Library by A) deleting one BPAR Librarian Range 54-60 (\$3,074 – \$4,301) and one full time Librarian/Museum Coordinator Range 54-60 ( \$3,074 – \$4,301); and B ) adding one full time Librarian Range 54-60 ( \$3,074 – \$4,301) and one BPAR Librarian/Museum Coordinator, Range 54-60 ( \$3,074 – \$4,301).

**CAO RECOMMENDATION**

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen circumstances or unanticipated emergencies and recommended by the County Administrator. Consistent with County Code, I am in support of the request to make this minor modification to the Authorized Staffing for the Library as it provides an opportunity to better align current job vacancies and with the skills and experience of the current candidate pull; provides the Library Director with more flexibility in deploying staff; and, should enhance Library resources and the community's access thereto.

**SUMMARY DISCUSSION:**

On January 2, 2018 your Board authorized the recruitment of one BPAR Librarian to fill the vacant BPAR Librarian position in Big Pine. Concurrently, your Board authorized the recruitment of one full time Librarian/Museum Coordinator to fill a vacant full-time Librarian position in Independence. These recruitments were to be held simultaneously with the recruitment for the new Librarian/Museum Coordinator previously added to the Authorized Staffing for the Library during Budget Hearings.

Interviews for all three positions have now been concluded and, in order to maximize the utilization of the potential new employees, it is requested that a minor change be made in the Library's Authorized Staffing. It is requested that, rather than hiring one BPAR Librarian, a full time Librarian position be authorized; and, conversely, instead of hiring a second full-time Librarian/Museum Coordinator, a BPAR Librarian/Museum Coordinator be hired. All positions will be countywide in order to provide maximum flexibility in deploying the new staff to meet community and Library needs.

Current staffing levels at the various branches will not be affected by this change, and the impact to the budget is expected to be less than \$1,500 annually. However, by making this change in staffing levels we can more efficiently utilize the skills and experiences of the individuals likely to fill the positions.

**ALTERNATIVES:**

Your Board could choose not approve the change. The positions will then be filled at the current staffing levels: two (2) full-time Librarian/Museum Coordinators and one (1) BPAR Librarian.

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

Funding for these positions is included in the Fiscal Year 2017-2018 Library budget. The additional, incremental costs will be funded through salary savings in the Library 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>  N/A  </u> Date <u>          </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>  2/8/18  </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>  ✓  </u> Date <u>  02-08-2018  </u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:   2/8/18



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

For Clerk's Use Only: AGENDA NUMBER  16
--

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

**FROM:** County Administrator – Clerk of the Board of Supervisors

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** *Appointment Policy Boards, Committees, and Commissions for which the Board of Supervisors has Appointing Authority*

**DEPARTMENTAL RECOMMENDATION:**

Request your Board (A) review the current *Appointment Policy Boards, Committees, and Commissions for which the Board of Supervisors has Appointing Authority*; and, (B) consider adopting changes to encourage prospective appointees to provide more detailed information about their desires and qualifications for appointment when the number of applicants exceeds the number of vacancies available on a board, committee, or commission for which the Board has appointing authority.

**SUMMARY DISCUSSION:**

On January 16, 2018, your Board considered possible changes to the current *Appointment Policy Boards, Committees, and Commissions for which the Board of Supervisors has Appointing Authority* including whether to incorporate a discretionary or automatic interview process, conducted by an ad hoc committee comprised of two members of the Board of Supervisors, when the number of applicants exceeds the number of vacancies available on a board, committee, or commission.

During that discussion, your Board indicated a desire to maintain the current appointment process involving the entire Board of Supervisors, but wanted a means of encouraging prospective appointees to provide your Board and the public with more detailed information about their desires and qualifications for the appointment. Staff has drafted proposed changes to the current Policy, highlighted in yellow on the attached, draft, in hopes of capturing your Board's sentiments. The proposed changes to the *Appointment Policy Boards, Committees, and Commissions for which the Board of Supervisors has Appointing Authority* are being presented for consideration of approval by your Board.

**ALTERNATIVES:**

Your Board could choose not to amend the Policy or direct other changes.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Other than additional staff time associated with the possible changes to solicit additional information from those seeking Board appointments, there is no cost associated with considering changes to the Policy.



**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 02-08-2018

## **ADMINISTRATIVE MANUAL**

### **APPOINTMENT POLICY BOARDS, COMMITTEES, AND COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS HAS APPOINTING AUTHORITY**

*(Updated by Board Order 2-14-17)*

#### **I. PURPOSE**

The purpose of this policy is to establish the process whereby vacancies on Boards, Committees, and Commissions which are to be filled by appointment of the Board of Supervisors, will be made and to set the procedure for the Board to comply with the requirements of the Chapter 11 "Local Appointments List," of the Government Code Section 54970 et seq.

#### **II. RESPONSIBILITIES:**

##### **A. Local Appointments List**

It is the responsibility of the Clerk of the Board to complete, in compliance with Government Code Section 54970 et seq., the Local Appointments List on or before December 31 of each year. This List shall contain the following:

1. A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires, and the necessary qualifications for the position.
2. A list of all Boards, Committees, and Commissions whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

##### **B. County of Inyo Boards, Committees, and Commissions**

It is the responsibility of the departments assigned to coordinate the activities of the individual County Boards, Committees, and Commissions to ensure that the Appointment Policy is followed, as it relates to the various such Boards, Committees, and Commissions for which they are responsible to provide staff support. In the event there is no responsible Department, such as for the Developmental Disabilities Board, the Clerk of the Board will be the responsible entity.

##### **C. Cemetery Districts and the Bishop Rural Fire Protection District**

The Clerk of the Board will notify the Cemetery Districts and the Bishop Rural Fire Protection District of any scheduled vacancies which will occur on their Boards ninety (90) Days prior to the vacancy occurring. The appointments will be made within ninety (90) days of the vacancy occurring in accordance with Government Code Section 1779. The procedure to fill such vacancies will follow those set forth in this procedure and as required

by Government Code 54970 and will be originated by the Clerk of the Board.

**III. DEFINITIONS:**

- A. **Vacancy:** A vacancy shall be defined per Government Code Section 1770.
- B. **Scheduled Vacancy:** A scheduled vacancy occurs when the term-of-office has expired. Any incumbent wishing to retain their seat on a Board, Committee, or Commission, must seek re-appointment when their term has expired.
- C. **Unscheduled Vacancy:** An unscheduled vacancy occurs when a term-of-office is vacated by the incumbent prior to the end of the term. (The individual Board, Committee, and Commission, may have specific by-laws which provide for how a vacancy is created. Should a vacancy arise per the by-laws, the Board, Committee, or Commission, must acknowledge the vacancy, per the by-laws, at a regularly scheduled meeting. This would be considered an unscheduled vacancy and the process to fill the unscheduled vacancy would need to be followed.)

**IV. PROCEDURE FOR BOARD OF SUPERVISORS TO FILL VACANCIES:**

- A. *Scheduled Vacancy*
  - 1. Sixty days prior to the expiration of the term-of-office, the responsible Department Head (or his/her designee) will notify the Board of Supervisors, in writing, of the upcoming vacancy. This notification must include:
    - (a) the name of the Board, Committee, or Commission in which the vacancy will occur;
    - (b) the name and address of the person whose term is ending;
    - (c) the date the term expires;
    - (d) any requirements for the position (e.g. district residency or professional or educational requirements, etc.); and
    - (e) any other pertinent information which will be useful in filling the vacancy.
  - 2. Once the notification has been received in writing, the Clerk of the Board will advertise the upcoming vacancy (see Exhibit A). The vacancy will be noticed per the requirements for posting as set forth in Government Code Section 54974. It will be published once in the legal advertisement section of the local newspaper and posted in each of the County Libraries. The Notice will identify the Board, Committee, or Commission which has the vacancy and include the title of the position being vacated, the term-of-office to be filled, the deadline for filing the "request for appointment" with the Clerk of the Board's Office, and the telephone number of the responsible Department, should the applicants have any

## Public Interview Process

questions. The Notice will be published and posted so that any potential applicant has a minimum of ten (10) working days from the date of the publication or posting of the notice, which ever is later, to seek the appointment.

3. The Clerk of the Board will send a letter to the individual whose term is expiring notifying them of their need to apply for re-appointment (see Exhibit B). The letter will provide the applicant with a minimum of ten (10) working days in which to respond.
4. The Clerk of the Board will also send a letter to any alternate members of the Board, Committee, or Commission having the vacancy, notifying them of said vacancy so that the Alternate may consider applying for appointment to a full-time position.
5. The filing period for the vacancy will close per the "noticed date." A copy of each of the requests for appointment, which were received on or before the filing deadline, will be forwarded to the responsible Department.
6. The responsible Department will prepare an "agenda request item" to have the vacancy filled by the Board of Supervisors, prior to the expiration of the term of the incumbent. The agenda item requesting the appointment should be worded in such a manner as to note the name of the Board, Commission, or Committee in which the vacancy will occur, the title of the vacancy, the length of term, and the list of all of the applicants. The agenda item back-up documentation should include a copy of each applicants' correspondence requesting appointment.

If the number of requests for appointment exceeds the number of vacancies, the department head, or his/her designee, responsible for overseeing the committee/commission will invite the applicants to submit a more robust application and/or resume that will be presented to the Board of Supervisors as part of its deliberation process. The department head, or his/her designee, will also invite the applicants to appear at the meeting where the Board of Supervisors will be making the appointments to the commission/committee, at which time the applicants should be prepared to answer questions as the Board considers each candidate's qualifications.

7. Once the request for appointment is agendized and the Board has filled the vacancy, the Clerk of the Board will notify the Department through a Board Order, amend the "Boards, Committees, and Commissions Book," notify the applicant of his/her appointment, and process the necessary "Oath of Office."
8. The responsible Department will orient the new appointee and, where necessary, provide them with the material and forms for completing and filing their assuming office Financial Disclosure Forms as required by the appropriate Conflict of Interest Code.
9. The Clerk of the Board will notify those applicants not appointed of the Board's decision, thanking them for their participation (see Exhibit C).

### **B.** *Unscheduled Vacancy*

1. Immediately upon notification of an "unscheduled vacancy" on a Board, Committee, or Commission, the responsible Department Head (or his/her

## Public Interview Process

designee) will notify the Board of Supervisors, in writing, of the unscheduled vacancy. This notification must include:

- (a) the name of the Board, Committee or Commission in which the vacancy will occur;
  - (b) the name of the person who is unable to complete their term-of-office and the reason the vacancy occurred;
  - (c) verification of the Board, Committee, or Commission's acceptance of the vacancy (a copy of the official record or a letter signed by the Chairperson of the Board, Committee, or Commission and a copy of any resignation documentation);
  - (d) the date the term expires;
  - (e) any requirements for the position (e.g. district residency or professional or educational requirements, etc.); and
  - (f) any other pertinent information which will be useful in filling the vacancy.
2. Once the Clerk of the Board has received this written notification, the vacancy notice will be published, not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs, The vacancy will be noticed per the requirements for posting as set forth in Government Code Section 54974. It will be published once in the legal advertisement section of the local newspaper and posted in each of the County Libraries. The Notice will identify the Board, Commission or Committee which has the vacancy and include the title of the position vacated, the term-of-office to be filled, the deadline for filing the "request for appointment" with the Clerk of the Board's Office, and the telephone number of the responsible Department, should the applicants have any questions. The Notice will be published and posted so that any potential applicant has a minimum of ten working days from the date of the publication or posting of the notice, which ever is later, to seek the appointment.
  3. The Assistant Clerk of the Board will also send a letter to any alternate members of the Board, Committee, or Commission having the vacancy, notifying them of said vacancy so that the Alternate may consider applying for appointment to a full-time position.
  4. The filing period for the vacancy will close per the "noticed date" and a copy of each of the requests for appointment, which were received on or before the filing deadline, will be forwarded to the responsible Department.
  5. The responsible Department, no later than twenty (20) days after the filing deadline or as otherwise required by law, will submit an "agenda request item" to have the vacancy filled by the Board of Supervisors. The agenda item requesting the appointment should be worded in such a manner as to note the name of the Board, Committee, or Commission in which the vacancy has occurred, the title of the vacancy, the length of term, and the list of all of the applicants. The agenda item back-up documentation should include a copy of each applicants' correspondence requesting appointment.

## Public Interview Process

If the number of requests for appointment exceeds the number of vacancies, the department head, or his/her designee, responsible for overseeing the committee/commission will invite the applicants to submit a more robust application and/or resume that will be presented to the Board of Supervisors as part of its deliberation process. The department head, or his/her designee, will also invite the applicants to appear at the meeting where the Board of Supervisors will be making the appointments to the commission/committee, at which time the applicants should be prepared to answer questions as the Board considers each candidate's qualifications.

6. Once the request for appointment is agendized and the Board has filled the vacancy, the Clerk of the Board will notify the Department through a Board Order, amend the "Boards, Committees and Commissions Book," notify the applicant of his/her appointment, and process the necessary "Oath of Office."
7. Emergency appointments to Boards, Committees, and Commissions will be made pursuant to Government Code Section 54974(b).
8. The responsible Department will orient the new appointee and, where necessary, provide them with the material and forms for completing and filing their assuming office Financial Disclosure Forms as required by the appropriate Conflict of Interest Code.
9. The Clerk of the Board will notify those applicants not appointed of the Board's decision, thanking them for their participation (see Exhibit C).

### ***V. EXTENSION OF CLOSING DATE***

In the event there are insufficient applications to fill a vacancy or vacancies, the Clerk of the Board (or his/her designee) may at his/her discretion extend the closing date for requests for appointment, for a period of time not to exceed thirty (30) days.



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

For Clerk's Use Only: AGENDA NUMBER  18
--

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

**FROM:** County Administrator / Public Works Director

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Eastern Sierra Council of Governments meeting agenda items for Wednesday, February 14, 2018, pertaining to the Bishop Airport

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review and discuss agenda items for the Eastern Sierra Council of Governments meeting scheduled for 9 a.m. on Wednesday, February 14, 2018 in Mammoth Lakes pertaining to the Bishop Airport, and provide direction to the County's ESCOG representatives.

**SUMMARY DISCUSSION:**

The next Eastern Sierra Council of Governments (ESCOG) meeting is scheduled for 9 a.m. on Wednesday, February 14, 2018 in Mammoth Lakes. On Wednesday, February 7<sup>th</sup>, Town of Mammoth Lakes staff circulated titles for two proposed ESCOG Agenda Items related to the Bishop and Mammoth-Yosemite airports.

- 1) *Update and review of recent actions taken related to Mammoth Yosemite and Bishop Airports, recent Federal Aviation Administration (FAA) staff visit and next steps regarding ESCOG's work related to supporting Reliable Regional Air Service.*
- 2) *Authorize the Chair to enter into an agreement with Mammoth Lakes Tourism to complete a brief summary analysis of existing and potential improvements at Mammoth Yosemite and Bishop Airports, including technical/physical issues, order of magnitude costs and preliminary timelines required for the enhancement of regional commercial air service.*

Town staff indicated that it would be preparing one-page summaries for each of the agenda items later in the week. Neither of the agenda items had been discussed in advance with Inyo County and copies of the proposed agreement with Mammoth Lakes Tourism were not available. As such, County staff suggested that the second item be deleted for the ESCOG meeting agenda, noting that it seemed more appropriate that the agreement with Mammoth Lakes Tourism to analyze existing and potential improvements at Mammoth Yosemite and Bishop airports should first be considered by the Mammoth Lakes Town Council and Inyo County Board of Supervisors.

The status of the ESCOG agenda is unclear as of the preparation of this Agenda Request, however, the potential agenda items seem appropriate for discussion and direction by the Inyo County Board of Supervisors.

Town and County staffs were previously scheduled to meet on Friday, February 9<sup>th</sup> to discuss "next steps" following execution of the Outline for a Statement of Intent and the recent FAA visit and, hopefully, that conversation will result in additional information that can be shared with your Board at today's meeting.

In addition to garnering the approval of the respective airport sponsors (e.g., the Town of Mammoth Lakes Town Council and the Inyo County Board of Supervisors) prior to embarking on any analysis of the two airports, other issues that seem worthy of discussing include:

**A. The need for such an analysis at this time?**

The existing and potential improvements at both airports have been widely discussed at MIAWG meetings in the past year; and, more recently, during last month's FAA visit; and, with varying degrees of accuracy, in recent published reports.

Furthermore, it seems that such a summary analysis might be best undertaken once the FAA reviews and approves the Draft Airport Layout Plan (ALP) and Draft Airport Certification Manual (ACM) that Inyo County has prepared for the Bishop Airport and already submitted to the FAA.

**B. Which entity, entities, or firm is best qualified to prepare the analysis, and ensure its accuracy? Which entity or entities will fund it?**

In addition to the issues outlined above, this matter raises other questions, previously posed during the October 10, 2107, Board of Supervisors meeting, that your Board may want to discuss again relative to Wednesday's ESCOG agenda, including:

*The role your Board has delegated, or may be willing to delegate to the Mammoth Inyo Airport Working Group (MIAWG) and/or the Eastern Sierra Council of Governments for decisions relative to the Bishop Airport and its role in providing regional air service?*

and

*How decisions or recommendations emanating from the MIAWG or ESCOG relative to the Bishop Airport will be presented to, and analyzed for consideration by the Inyo County Board of Supervisors.*

**ALTERNATIVES:**

Your Board could choose not to provide direction on these topics at this time.

**OTHER AGENCY INVOLVEMENT:**

Town of Mammoth Lakes and Eastern Sierra Council of Governments

**FINANCING:**

The operation of and planning for the Bishop Airport is funded by a combination of Federal and State funding sources, and discretionary County money transferred from the General Fund to airport-related budgets. Cost of the proposed "summary analysis," and expectations as to which or entity or entities will fund those costs are unknown.



**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date: 02-08-2018  
(Not to be signed until all approvals are received)

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_  
(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  19
--

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 11 a.m.       Closed Session       Informational

**FROM:** Inyo County Board of Supervisors

**FOR THE BOARD MEETING OF:** February 13, 2018

**SUBJECT:** Short Term Rental Ordinance.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

- Enact an Ordinance entitled: "AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 18.73 SHORT TERM RENTAL OF RESIDENTIAL PROPERTIES LOCATED IN THE ONE FAMILY RESIDENTIAL (R1), SINGLE RESIDENCE AND MOBILE HOME COMBINED (RMH), RURAL RESIDENTIAL (RR), RURAL RESIDENTIAL STARLITE ESTATES (RR- STARLITE), AND THE OPEN SPACE ZONE (OS) (Attachment);

**SUMMARY DISCUSSION:**

On February 6, 2018 the Inyo County Board of Supervisors introduced, waived further reading, and considered: An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 18.73 Short Term Rental of Residential Properties located in the One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Rural Residential Starlite Estates (RR- Starlite), and the Open Space Zone (OS) (also known as ZR 2017-04/Short-Term Rental. The Board scheduled enactment of the ordinances for today.

Staff recommends enactment of the Ordinance to amend and add to Title 18.

**ALTERNATIVES:**

- Do NOT approve the requested actions.
- Return to staff with direction

**OTHER AGENCY INVOLVEMENT:**

Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Environmental Health and Public Works Departments and the County Sheriff.

**FINANCING:**

General fund resources are utilized to review and update the County's Zoning Code.

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

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



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

Attachments:

- Ordinance
- Resolution

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 18.73 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY TO THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION ONE:** Chapter 18.73 shall be added to the Inyo County Code to read as follows:

**“Chapter 18.73**

**SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY**

- 18.73.010. Definitions.**
- 18.73.020. Short-term rentals prohibited.**
- 18.73.030. Short-term rentals – General requirements.**
- 18.73.040. Permit Application.**
- 18.73.050. Hosted Rental Permit Review Process.**
- 18.73.060. Non-Hosted Rental Permit Review Process.**
- 18.73.070. Permit Modification and Revocation.**
- 18.73.080. Enforcement.**

**18.73.010 - Definitions.**

For purposes of this chapter, the following definitions apply:

- a. “Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.
- b. “Hosted rental” means a short-term rental of a room(s) within a dwelling that is occupied by the owner during the duration of the the transient renter(s) stay.
- c. “Manager” means the owner or owner’s agent who provides oversight for non-hosted short-term rental activities and is available twenty-four (24) hours per day, seven (7) days per week, during all times that the property is rented as a non-hosted short-term rental to respond to and handle complaints.
- d. “ Non-Hosted rental” means a short-term rental of an entire dwelling unit where the Owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.
- e. “Owner” shall mean a record owner of the property who is responsible for submitting the application for approval and conducting hosted and non-hosted short-term rental activities pursuant to this chapter. “Owner” shall further include any person or entity with any direct or indirect aggregate ownership interest of 20-percent or more in the subject property, unless the interest is solely a security, lien, or encumbrance.

- f. "Short-term rental" means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. "Short-term Rental" does not include transient lodging in county-approved hotels and motels.

**18.73.020. Short-term rentals prohibited.**

The short-term rental of residential property is a prohibited use in every zoning district in the County, with the exception of those permitted pursuant to this chapter.

**18.73.030. Short-term rentals – General requirements.**

Short-term rentals may be permitted on properties zoned Open Space (OS); Rural Residential (RR); Rural Residential Starlite; One-Family Residential (R1); and, Single Residence Mobile Home Combined (RMH), subject to the following requirements and limitations:

- a. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this Code.
- b. Each short-term rental shall have a Host or Manager readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the Manager of a non-hosted short-term rental shall immediately be provided in writing to the Inyo County Planning Department, to neighboring properties with 300-feet of the short-term vacation rental, and on any postings required by this chapter.
- c. Only one hosted rental per parcel may be permitted.
- d. Only one non-hosted rental per parcel may be permitted, and only if provided that the owner also possesses a permit for a hosted rental.
- e. No more than two parcels on which short-term rentals are permitted may share a common owner.
- f. No more than five (5) guestrooms per dwelling unit may be permitted for short-term rental activity.
- g. Issuance of a hosted and/or non-hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur.
- h. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or Environmental Health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.
- i. Only two (2) renters are allowed per guestroom. This number does not include children three (3) years and under.
- j. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.

- k. Outdoor amplified sound is prohibited.
- l. Quiet hours shall be from 9:00 p.m. to 7:00 a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.
- m. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.
- n. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view
- o. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.
- p. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20 – Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements.

**18.73.040. Permit Application**

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the Planning Director.

- a. The application shall include:
  - 1. Proof of ownership of the subject property;
  - 2. Name, address, and contact information of the owner;
  - 3. Name, address, and contact information of all other record owners of the subject property;
  - 4. Name, address and contact information for the owner’s local emergency contact representative in the event the owner is the manager and is unable to be contacted;
  - 5. A site plan prepared on an 8.5”x11” piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s).
  - 6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;
  - 7. A copy of the rules, regulations, and information that will be posted in a prominent place within six (6) feet of the front door of the short-term rental;
  - 8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the County;
  - 9. A deposit for the cost of the County mailing notice of permits granted to property owners and neighbors of an approval short-term rental within three hundred feet (300’) of the subject property;
  - 10. For hosted rentals only:
    - i. A Planning Department issued neighborhood agreement form signed by each resident within 300-feet of the proposed hosted rental. If the

applicant is unable to obtain the required signatures, the applicant shall provide proof of his/her reasonable attempts to gather those signatures.

- b. Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete.

#### **18.73.050. Hosted Rental Permit Review Process**

- a. The Planning Director shall review completed applications for hosted short-term rentals. The Planning Director shall not approve the application absent a finding that the use will comply with the requirements of this Code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. As part of the hosted rental application review, the Planning Director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The Planning Director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including but not limited to conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.
- c. The decision of the Planning Director may be appealed to the Planning Commission pursuant to Chapter 18.81 of this Code. The Planning Commission shall review the application in the manner set forth for vacation rental applications in section 18.73.090.

#### **18.73.060. Non-Hosted Short-Term Rental Permit Review Process**

- a. Upon receipt of a complete application for a non-hosted short-term rental, the Planning Director shall cause the application to be placed on a Planning Commission agenda for the review of the application as generally required by Chapter 18.81 of this Code. The Planning Director may provide a recommended action and/or any other relevant information to the Planning Commission as part of the agenda item. Approval of an application for a non-hosted short-term rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. The decision of the Planning Commission may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

#### **18.73.070. Permit Modification and Revocation**

- a. The Planning Director may revoke or modify a short-term rental permit as follows:
  1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the Planning Director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice.

The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

- i. Following the hearing, the Planning Director may revoke or modify the approval upon making one or more of the following findings:
  - a. The approval was obtained by fraud;
  - b. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
  - c. The conditions of approval have been or are being violated;
  - d. The short-term rental activity constitutes a public nuisance.
2. Notice of decision. A written notice of the Planning Director's decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings.
- b. Appeal. The decision of the Planning Director to modify or revoke a short-term rental application may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

#### **18.73.080. Enforcement**

- a. Initial complaints. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or manager identified in the short-term rental permit. ~~For The owner or, for~~ non-hosted short-term rentals, the manager shall be responsible for contacting the tenant to correct the problem within ninety (90) minutes, or within forty-five (45) minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The ~~owner of, for non-hosted short-term rentals, the~~ manager shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County Planning Department within twenty-four (24) hours of the occurrence. Failure to respond to complaints or report them ~~to the Planning Department within twenty-four (24) hours of the occurrence~~ shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.
- b. The County may enforce the provisions of this Chapter in accordance with Chapter 22 of this Code.”

**SECTION TWO: Environmental Determination.** The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and is found to be exempt pursuant to Section 15061(b)(3) (general rule) of the CEQA Guidelines, in that the County finds that it can be seen with certainty that



there is no possibility that the passage of this ordinance amending the County Code will have a significant effect on the environment.

**SECTION THREE: Severability.** If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

**SECTION FOUR:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this 13th day of February, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Dan Totheroh, Chair  
Inyo County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
COUNTY COUNSEL

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THE  
PROPOSED PROJECT EXEMPT FROM THE REQUIREMENTS OF  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND  
MAKING CERTAIN FINDINGS WITH RESPECT TO AND  
APPROVING ZONE TEXT AMENDMENT NO. 2017-04 INYO  
COUNTY**

WHEREAS, the County of Inyo ("County") desires to add a chapter to the Inyo County Code Title 18 (Zoning) relating to short-term rental of residential property; and

WHEREAS, the County intends to regulate short-term rentals where the owner inhabits the dwelling unit concurrently with the transient renter(s) differently than for short-term rentals where the owner does not concurrently inhabit the dwelling unit with the transient renter(s); and

WHEREAS, the purpose of this ordinance is to provide the requirements and standards for the establishment and operation of short-term rentals within the unincorporated areas of Inyo County. The establishment of these regulations will help ensure that short-term rental activities do not become a nuisance or threaten the public health, safety, or welfare due to excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal parking, the accumulation of refuse, and other effects related to short-term rental activities; and,

WHEREAS, the establishment of these regulations will further provide a balance between the distinct public welfare interests of protecting the availability of long-term housing and enhancing the economic value of real estate and the local economy; and,

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Short-term Rentals are defined as a means to provide transient lodging in an existing dwelling unit in the One Family and

Single Residence Residential, Rural Residential, Rural Residential-Starlite and Open Space Zones, and will involve negligible or no expansion of an existing use, proposals as such fall into the Categorical Exemption Class 1 Existing Facilities (15301) and a Notice of Exemption should be filed; and

WHEREAS, on October 31, 2017, following a noticed public hearing the Inyo County Planning Commission recommended that this Board of Supervisors:

1. Certify that the proposed project is exempt from the requirements of the California Environmental Quality Act.
2. Make certain findings with respect to and approve Zone Text Amendment 2017-04/Short-Term Rental of Residential Property, based on all of the information in the public record and on the recommendation of the Planning Commission; and

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on February 6, 2018, and considered all written and oral testimony presented concerning Zone Text Amendment No. 2017-04/Short-Term Rental of Residential Property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the February 6, 2018 hearing, including the Planning Department Staff Report, this Board of Supervisors makes the following findings:

#### **RECOMMENDED FINDINGS**

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. Projects subsequent to this ordinance will fall into the Categorical Exemption Class 1: Existing Facilities (15301) and a Notice of Exemption should be filed.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED, that the Board of Supervisors of Inyo County, State of California, does hereby declare that it has considered Zone Text Amendment

2017-04/Short-Term Rental of Residential Property, which reflects the independent judgment of this Board and which complies with CEQA.

PASSED AND ADOPTED THIS FEBRUARY 13, 2018

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Dan Totheroh, Chairperson  
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO  
Clerk of the Board

By \_\_\_\_\_  
Darcy Ellis, Assistant

# Agenda

## County of Inyo Board of Equalization

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

### February 13, 2018

**1:30 p.m.**

1. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of January 16, 2018.
2. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today’s proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
3. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2016-06, concerning Assessor Parcel No. 008-360-10, submitted by Sears Holdings Management Corporation, Kmart Store No. 07756.