

# 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.

### January 2, 2018

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

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (one case).

**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**

4. **REPORT ON CLOSED SESSION**
5. **ELECTION OF OFFICERS** – The Board will elect a Chairperson and Vice-Chairperson for Calendar 2018.
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – Oliver Hardwick, Project Coordinator, and Scott Gadea, Field Tech, Ag Commission; and Chad Nosala, Custodian, Public Works.

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

##### **AG COMMISSIONER**

9. **Owens Valley Mosquito Abatement Program** – Request Board approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from Heluna Health for the Enhanced Invasive Aedes Mosquito Surveillance and Control Project," and authorize the Chairperson to sign.

## COUNTY ADMINISTRATOR

10. **Personnel** – Request Board: A) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to the Subject to the Extent They are Inconsistent,” and authorize the Chairperson to sign; and B) approve a resolution titled “A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and Other Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to that Subject to the Extent They Are Inconsistent,” and authorize the Chairperson to sign.
11. **Recycling & Waste** – Request Board: A) award a bid in the amount of \$159,513.61 to Gibbs International Truck Center of Bakersfield, CA as the successful bidder for the purchase of a 10-wheel dump truck; B) approve the purchase of a 10-wheel dump truck from Gibbs International Truck Center of Bakersfield, CA in an amount not to exceed \$159,513.61; and C) authorize the Assistant County Administrator to sign all documents relevant to the purchase of the 10-wheel dump truck.
12. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board re-appoint Margaret Erbeck, Cheryl Isbell, Karen Hoodman, and JoAnn Poncho to the Eastern Sierra Area Agency on Aging Advisory Council, each to two-year terms ending December 11, 2019. *(Notices of Vacancy resulted in requests for re-appointment being received from Ms. Erbeck, Ms. Isbell, Ms. Hoodman, and Ms. Poncho.)*

## PUBLIC WORKS

13. Request Board approve Amendment No. 1 to Standard Contract No. 113 between the County of Inyo and Bishop Waste to increase the monthly trash service rate by \$1,323.75 and the monthly recycling rate by \$92.13 increasing the total not-to-exceed contract amount from \$131,609.40 to \$176,917.56 for the remaining length of the contract, contingent on the Board’s adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

14. **BOARD OF SUPERVISORS – Chairperson Totheroh** – Request Board approve the 2018 Board of Supervisors committee assignments as recommended by Chairperson Totheroh and, for the purposes of Form 806 reporting, make separate motions for the assignments to the Great Basin Unified Air Pollution Control District Board (two, plus an alternate) and Local Agency Formation Commission (two, plus an alternate). *(Recommendations for appointment will be made during the discussion.)*
15. **AG COMMISSIONER – Eastern Sierra Weed Management** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) seasonal Field Assistants exists in a non-General Fund budget, as certified by the Ag Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the position it is unlikely that position could be filled by internal candidates meeting the qualifications for the position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) seasonal Field Assistant I’s at Range 050PT (\$16.18/hr - \$19.67/hr.), for the period of April 26, 2018 through September 26, 2018.
16. **AG COMMISSIONER – Owens Valley Mosquito Abatement Program** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for five (5) seasonal Field Assistants exists in a non-General Fund budget, as certified by the Ag Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the position it is unlikely that position could be filled by internal candidates meeting the qualifications for the position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of five (5) seasonal Field Assistant I’s at Range 050PT (\$16.18/hr - \$19.67/hr.), for the period of April 26, 2018 through September 26, 2018.

17. **HEALTH & HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Assistant Director exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled through an internal recruitment, an open recruitment would be more appropriate to ensure qualified applicants apply for the highly specialized position; and C) approve the hiring of one (1) HHS Assistant Director at Range 92 (\$7,606 - \$9,246).
18. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) HHS Specialist III's exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) HHS Specialist III's at Range 57 (\$3,297 - \$4,006).
19. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker Supervisor exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Worker Supervisor at Range 76 (\$5,161 - \$6,275); and D) is an internal candidate is hired during the open recruitment, authorize HHS to backfill the resulting vacancy.
20. **HEALTH & HUMAN SERVICES – Public Health and Prevention** – Request Board ratify and approve a contract between the County of Inyo and New Jersey Prevention Network, Inc. for the provision of Wellness Initiative for Senior Education (WISE) Program training in an amount not to exceed \$12,000 for the period of October 25, 2017 to June 30, 2018, and authorize the Chairperson to sign.
21. **SHERIFF** – Request the Board find that, consistent with the adopted Authorized Review Policy: A) The availability of funding for the following requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the most qualified applicants apply; and C) approve the hiring of:
  - One (1) Lieutenant at Range 81SC-81SD (\$6,490 - \$8,913);
  - One (1) Sergeant at Range 74 SB-SD (\$5,373 - \$7,036);
  - One (1) Investigator at Range 71 SB-SD (\$5,140 - \$6,728);
  - One (1) Corporal at Range 70SA-70SD (\$4,648 - \$6,388);
  - One (1) Deputy Sheriff at Range 67SA-SC (\$4,232 - \$5,677), and authorize up to the E step for a qualified lateral applicant; and
  - One (1) Correctional Officer at Range 64 (\$3,886 - \$4,723)
22. **COUNTY ADMINISTRATOR – Library** – Request Board approve the job description for Librarian I/Museum Coordinator and find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Librarian I/Museum Coordinator and one (1) B-Par Librarian II exists in the Library budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Librarian I/Museum Coordinator at Range 54 (\$3,074 - \$3,739) and one (1) B-Par Librarian II at Range 57 (\$3,297 - \$4,006); and D) if an internal candidate is hired as a result of the open recruitments, authorize the Library to backfill any resulting vacancy.
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

- 11 a.m. 28. **BOARD OF SUPERVISORS/PLANNING COMMISSION** – The Board of Supervisors will recess regular session to convene in a joint, open meeting with the Inyo County Planning Commission to discuss the following:
- A. Receive a presentation from staff on the draft proposed commercial cannabis ordinances as updated based on direction from the Board of Supervisors at its December 5, 2017 meeting;
  - B. Receive a presentation from the Planning Commission regarding its recommended changes, provided at the December 20, 2017 Planning Commission meeting, to the draft proposed commercial cannabis ordinances as updated based on direction from the Board of Supervisors at its December 5, 2017 meeting, and discuss the reasons for the differences on the recommendations with the Planning Commissioners;
  - C. Receive public comment; and
  - D. Provide Board of Supervisors direction to staff with regard to any further modifications to the draft ordinances the Board may desire prior to the public hearing scheduled for January 9, 2018, being held to waive the first reading of the ordinances and schedule enactment for January 16, 2018.

*(Following discussions, the Board will recess the joint meeting and reconvene in regular session.)*

**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)

29. **PUBLIC COMMENT**

**CORRESPONDENCE – ACTION**

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

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

**BOARD MEMBER AND STAFF REPORTS**



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

For Clerk's Use Only:  
AGENDA NUMBER

9

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

**FROM:** Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Request for Resolution Authorizing Submittal of Grant Application for Tier 2 Local Vector Control Agency Funding for Zika Response from Heluna Health.

**DEPARTMENTAL RECOMMENDATION:**

That your Board of Supervisors sign a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from Heluna Health for the Enhanced Invasive Aedes Mosquito Surveillance and Control Project" authorizing the Agricultural Commissioner to submit a grant application to Heluna Health in an amount not to exceed \$26,116.02.

**CAO RECOMMENDATION:**

N/A

**SUMMARY DISCUSSION:**

Heluna Health was awarded funds on behalf of the California Department of Public Health from the Centers for Disease Control and Prevention under the Epidemiology and Laboratory Capacity for Infectious Diseases cooperative agreement. These funds exist, in part, to enhance invasive Aedes mosquito surveillance in California. The OVMAP submitted a pre-application for funding consideration, and was called back to submit a full application.

If successful, funds from this grant would be used to purchase 23 specialty traps specific to monitoring for invasive Aedes mosquitoes. These are the mosquitoes that can carry and transmit the Zika virus. Funds will also be used to pay for staff time devoted to deploying and servicing these traps and other associated costs. There is no match requirement to obtain these funds, and no matching funds are proposed.

**ALTERNATIVES:**

Your Board could not approve the resolution outlined in the Departmental Recommendation; this is not advised as these types of funding opportunities are rare, and there is no associated cost or other liability to the county to apply.



**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funds obtained by this grant, if successful, would be administered through the OVMAP budget (154101). No matching funds from this budget unit or Inyo County would be required.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>12/13/2017</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>12/13/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 12-15-17

**RESOLUTION NO. 2018-\_\_\_\_\_**  
**A RESOLUTION OF THE**  
**BOARD OF SUPERVISORS,**  
**COUNTY OF INYO, STATE OF CALIFORNIA**  
**APPROVING THE APPLICATION FOR FUNDS FROM HELUNA HEALTH FOR THE**  
**ENHANCED INVASIVE AEDES MOSQUITO SURVEILLANCE AND CONTROL PROJECT**

**Whereas**, funds have been made available by the Centers for Disease Control and Prevention under the Epidemiology and Laboratory Capacity for Infectious Diseases program to enhance surveillance and control of invasive Aedes species mosquitoes that are known to carry and transmit the Zika virus, and

**Whereas**, such funds were awarded to Heluna Health on behalf of the California Department of Public Health for competitive distribution throughout California to meet the goal of enhancing surveillance and control of invasive Aedes species mosquitoes, and

**Whereas**, the Owens Valley Mosquito Abatement Program intends to monitor for invasive Aedes mosquito species throughout the program's jurisdiction to ensure rapid response to any such occurrence of such mosquitoes for the purpose of protecting public health to the extent possible, and

**Whereas**, the Owens Valley Mosquito Abatement Program has identified the Enhanced Invasive Aedes Mosquito Surveillance and Control Project as valuable toward meeting its mission and goals.

**Now, therefore let it be resolved** by the Inyo County Board of Supervisors to:

- (a) Approve the submittal of the proposal entitled Enhanced Invasive Aedes Mosquito Surveillance and Control Project;
- (b) Certify that said Applicant will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project; and
- (c) Further commit to the terms and conditions specified in the grant agreement; and
- (d) Appoint the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and other documents which may be necessary for the completion of the proposed project.

**Passed and Adopted** by the Inyo County Board of Supervisors this second day of January, 2018 by the following vote of the Board of Supervisors:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
Chair  
Board of Supervisors

APPROVED AS TO FORM:

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





Heluna Health

The New PHFE

**Local Vector Control Agency Application Guidance  
for Supplemental Zika Response Resources  
Jurisdictions without Documented Infestations of *Aedes* Mosquitoes  
Tier 2 Agencies  
November 2017**

Public Health Foundation Enterprises, Inc. dba Heluna Health on behalf of the California Department of Public Health (CDPH) has been awarded additional funding from the US Centers for Disease Control and Prevention (CDC) under the Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement (grant number 6NU50CK000410) to enhance invasive *Aedes* mosquito surveillance and control in California. Surveillance and control of *Aedes aegypti* and *Aedes albopictus* mosquitoes are critical to reduce the risk of local Zika virus transmission and minimize the extent and duration of an outbreak should local transmission occur.

Local vector control agencies that **do not have** documented infestations of *Aedes aegypti* or *Aedes albopictus* (“*Aedes*”) are eligible to apply for funding to enhance *Aedes* surveillance within their jurisdiction. A separate application is available to agencies with *Aedes* infestations to support both enhanced surveillance and control. The project period is from date of contract execution to July 31, 2018. Funds will be provided via a contractual agreement between Public Health Foundation Enterprises, Inc. dba Heluna Health (PHFE/HH) and the local vector control agency.

Applications and allocations will be prioritized based on the risk of Zika virus transmission within the local agency’s jurisdiction using the following criteria:

1. The proximity to established *Aedes* infestations;
2. Climatic and ecologic conditions suitable to *Aedes* establishment;
3. The number of travel-associated Zika cases in the jurisdiction/county; and
4. The total population of the vector control jurisdiction.

A total of up to \$500,000 is available for jurisdictions with documented *Aedes* mosquito infestations (Tier 1) and up to \$130,000 is available for jurisdictions without *Aedes* infestations (Tier 2). Funding will be allocated at the sole discretion of PHFE/HH, with technical input from CDPH. Local vector control agencies will submit monthly invoices for expenditures, in accordance with the invoice format provided by PHFE/HH, and will be reimbursed for those expenses. No funding will be provided in advance; the agreement with PHFE/HH will be based on cost reimbursement.

Allowable expenditures include:

1. Temporary personnel;
2. *Aedes* surveillance traps; and
3. Public outreach and communication activities/materials.

PHFE/HH has established progress reporting and performance measure requirements for the approved activities and resources requested and the Agency agrees to comply with reporting requirements. All agencies awarded funding will be required to enter *Aedes* surveillance data into the California Surveillance Gateway and these data will ultimately be provided to CDC's MosquitoNET database. In the event that local transmission of Zika occurs in California, the Agency agrees to mobilize personnel and resources funded by ELC to the impacted area to assist with surveillance, vector control, and educational/outreach activities upon request.

Documents required to apply for ELC supplemental Zika funding include:

- Application for agencies that do not have a current PHFE/HH contract; or
- Progress report for Tier 2 agencies with current Zika funding (contracted through PHFE/HH). The timeframe for the progress report will be March 2017 through October 31, 2017; information will be reported on the template provided by CDPH.
- Proposed budget for new or supplemental funding, including a description and justification for the proposed budget item.

Please submit written questions about the application process and funding via email to Rochelle McLaurin at [ELCZikaVCA@helunahealth.org](mailto:ELCZikaVCA@helunahealth.org).

Submit your completed application or progress report and proposed budget to Rochelle McLaurin via email at [ELCZikaVCA@helunahealth.org](mailto:ELCZikaVCA@helunahealth.org). Applications must be submitted no later than Friday, December 1, 2017 by COB via email. Applications will be reviewed and the Agency notified of funding approved by January 10, 2018. In the subject line please include your Agency Name (Agency Name/Progress Report/Application Tier2).

Once the Agency's application has been reviewed and approved, PHFE/HH will send a contract encompassing required activities and approved funding or a revised contract and budget. Additional documents may be required to establish the contractual agreement.



**Heluna Health**

The New PHFE

**Local Vector Control Agency Application  
for Zika Response Resources  
Jurisdictions without Documented Infestations of *Aedes* Mosquitoes-Tier 2  
First Time Tier 2 Applicant Agencies  
November 2017**

**Agency Name: Owens Valley Mosquito Abatement Program**

**County: Inyo County**

**Agency contact name and title: Robert Miller, Interim Manager**

**Email address: [rmiller@inyocounty.us](mailto:rmiller@inyocounty.us)**

**Phone number: 760-873-7860**

Please type responses below the questions.

1. Have *Aedes aegypti* and/or *Aedes albopictus* been detected within the jurisdictional boundaries of neighboring vector control agencies or adjacent counties? Please specify which agencies and/or counties and whether *Aedes aegypti* and/or *Aedes albopictus* have been detected.

Yes, *Aedes aegypti* have been detected in adjacent counties approximately 60-100 miles to the west and south of Owens Valley MAP district boundaries. The agencies involved are Merced County MAD, Madera County MVCD, Fresno MVCD, Fresno Westside, Consolidated MAD, Delta MVCD, Tulare MAD, and Kern MVCD. The bordering counties with *Aedes aegypti* are Merced, Madera, Fresno, and Tulare counties. Kern County has both *Aedes aegypti* and *Aedes albopictus*.

2. Please describe the enhanced activities that will be conducted with award funding for 1) *Aedes* mosquito surveillance, and 2) public outreach and communication. What are the expected outcomes of each of these activities?
  - 1) Purchase Invasive *Aedes* traps and surveillance equipment. Hire seasonal staff to monitor and control Invasive Mosquitoes.
  - 2) Hire seasonal staff for public outreach and public communication activities. Purchase public outreach materials.
3. Provide information for the person(s) who will be responsible for working with Public Health Foundation Enterprises, Inc. dba Heluna Health to execute a contract.



## Heluna Health

The New PHFE

- a. Name: Robert Miller, Oliver Hardwick
- b. Title: Interim Manager, Project Coordinator
- c. Phone: (760) 873-7853, (760) 873-7860
- d. Email: [rmiller@inyocounty.us](mailto:rmiller@inyocounty.us) [ohardwick@inyocounty.us](mailto:ohardwick@inyocounty.us)



Name of Vector Control Agency: Owens Valley Mosquito Abatement Program

Vector Control Agency Entries							Justification
Name of Trap	Quantity	Unit Cost	Subtotal	Taxes	Shipping Cost	Total Requested	
BG-2 Sentinal Mosquito Trap	15.00	\$ 165.85	\$ 2,487.75	\$ 199.02	\$ 100.00	\$ 2,786.77	These traps and supplies are necessary and effective for mosquito surveillance of populated areas.
BG-2 Sentinal Lure X	15.00	\$ 28.30	\$ 424.50	\$ 33.96	-	\$ 458.46	These traps and supplies are necessary and effective for mosquito surveillance of populated areas.
Gravid Mosquito Trap	8.00	\$ 191.70	\$ 1,533.60	\$ 122.69	\$ 100.00	\$ 1,756.29	These traps and supplies are necessary and effective for mosquito surveillance of populated areas.
Gravid Lure X	16.00	\$ 2.55	\$ 40.80	\$ 3.26	-	\$ 44.06	These traps and supplies are necessary and effective for mosquito surveillance of populated areas.
<b>Total</b>						<b>\$5,045.58</b>	

Name of Vector Control Agency: Owens Valley Mosquito Abatement Program

Vector Control Agency Entries			
Outreach and Vehicle Mileage	Describe products for printing and/or Other outreach/materials	Justification	Dollars Requested
Printing	CDPH Invasive Mosquitoes Brochure	Distribution of brochures to the public to is an effective method to increase awareness of invasive mosquitoes and encourage reporting of potential sightings. Distribution will focus on individuals in populated areas.	\$300.00
Meetings / Presentations / Public Event Booths	In person communication by OVMAP staff with the County Board of Supervisors, government agencies, and general public regarding invasive mosquito surveillance and detection activities.	In person contact with government employees and the public is an effective method to increase awareness of invasive mosquitoes and encourage reporting of potential sightings.	\$920.00
Mileage	7784 miles @ \$0.535 per mile	Vehicle travel for Field Assistant to deploy, monitor, and maintain invasive mosquito traps.	\$4,164.44
<b>Total</b>			<b>\$5,384.44</b>



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
10

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

**FROM:** Personnel

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Approval of Resolutions – Non Represented and Management Employees

**DEPARTMENTAL RECOMMENDATION:**

Request Board A) Approve Resolution 2018-\_\_\_\_ entitled "A Resolution Of the Board Of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to the Subject to the Extent They are Inconsistent" and authorize the Chairperson to sign; and B) Approve Resolution 2018-\_\_\_\_ entitled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and Other Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolutions Pertaining to that Subject to the Extent They Are Inconsistent" and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The only change to the two resolutions is amending Article 19, Holidays, by adding one holiday and deleting a holiday. The change is to recognize Martin Luther King Day (Third Monday in January) as a County recognized holiday and delete Lincoln's Birthday (February 12). This change is consistent with the Inyo County Employee's Memorandum of Understanding that was approved earlier in the year.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

No financial impact with this request.



**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>12/27/17</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: <u>J</u> Date: <u>12/26/17</u>

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

Kevin Caruncho Date: 12/27/17  
by [Signature]

RESOLUTION NO 2018-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
COUNTY COUNSEL ASSISTANT SR
COUNTY COUNSEL DEPUTY
HHS DEPUTY DIRECTOR AGING & SS
HHS DEPUTY DIRECTOR BEHAV HLTH
HHS DEPUTY DIRECTOR PUB HEALTH
HHS ASSISTANT DIRECTOR
INFORMATION TECHNOLOGY DIRECTO
MANAGEMENT ANALYST SENIOR
PERSONNEL DEPUTY DIRECTOR
DEPUTY DIRECTOR PLANNING
PROBATION DEP CHF ADULT/JUVEN
PROBATION DEP CHIEF JUV INST
PUBLIC WORKS DEPUTY
RISK MANAGER

**ARTICLE 1. RECOGNITION**

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

CAO ASSISTANT
CAO DEPUTY
CAO SENIOR DEPUTY
COUNTY COUNSEL ASSISTANT SR
COUNTY COUNSEL DEPUTY
HHS DEPUTY DIRECTOR AGING & SS
HHS DEPUTY DIRECTOR BEHAV HLTH
HHS DEPUTY DIRECTOR PUB HEALTH
HHS ASSISTANT DIRECTOR
INFORMATION TECHNOLOGY DIRECTO
MANAGEMENT ANALYST SENIOR
PERSONNEL DEPUTY DIRECTOR
DEPUTY DIRECTOR PLANNING
PROBATION DEP CHF ADULT/JUVEN
PROBATION DEP CHIEF JUV INST
PUBLIC WORKS DEPUTY
RISK MANAGER

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

**ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

**ARTICLE 3. NON-DISCRIMINATION**

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

**Section 2.** Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

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

**ARTICLE 4. WORKDAY AND WORKWEEK**

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

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee's on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- e. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- f. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

**ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

Management Employees are FLSA Exempt employees.

**ARTICLE 6. STANDBY COMPENSATION**

Employees requested by the department head to serve in an after-hours response capacity will receive \$50.00, for performing standby duties on each regularly scheduled day and \$75.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

**ARTICLE 7. SALARIES**

- a. Salaries  
Management employees shall be paid a monthly salary as set forth in the schedule below and in Attachment A

April 2017: 1% COLA effective April 6, 2017 pay period.

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

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

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

10 years - 2%

15 years – 2%

20 years – 2%

25 years – 2%

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

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- d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

#### ARTICLE 8.

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#### ARTICLE 9. INSURANCE BENEFITS

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

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

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

- d. County agrees to pay 100% of the premium for optical insurance.
- e. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
  - Eligible for employee only coverage = \$ 92.31 per pay period
  - Eligible for employee plus one coverage = \$ 184.62 per pay period
  - Eligible for family coverage = \$ 276.93 per pay period

**ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

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

**ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

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

**ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for Management Employees.

**ARTICLE 13.**

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**ARTICLE 14.**

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**ARTICLE 15.**

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**ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employees. Management employee can only donate 10 days per calendar year.

**ARTICLE 17. VACATION LEAVE**

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

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

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

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

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

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

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

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

**ARTICLE 19. HOLIDAYS**

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

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

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

#### **ARTICLE 20. RETIREMENT PROVISIONS**

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



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

#### **ARTICLE 21. PERSONNEL RULES/RESOLUTION**

The Personnel Rules and Regulations are hereby incorporated.

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

#### **ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

#### **ARTICLE 23. TRAVEL PAY**

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

#### **ARTICLE 24.**

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#### **ARTICLE 25. OUT OF CLASSIFICATION PAY**

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

#### **ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES**

Attachment A lists those classifications, which are FLSA exempt.

#### **ARTICLE 27. Left Blank**

#### **ARTICLE 28. UNIFORMS**

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

#### **ARTICLE 29. SAFETY SHOES**

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

#### **ARTICLE 30. PERFORMANCE EVALUATIONS**

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

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

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

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

#### **ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

#### **ARTICLE 33. TUITION REIMBURSEMENT**

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

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

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

#### **ARTICLE 34. SMOKING**

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

#### **ARTICLE 35. MISTAKEN OVERPAYMENTS**

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

Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

**ARTICLE 36. LETTER OF REPRIMAND**

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**ARTICLE 37.**

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**ARTICLE 38.**

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**ARTICLE 39.**

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**ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

**ARTICLE 41. SEPARABILITY**

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

**ARTICLE 42.**

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**ARTICLE 43**

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**ARTICLE 44.**

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PASSED AND ADOPTED this \_\_\_\_ day of January, 2018, by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant

RESOLUTION NO 2018 -03

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR NON – REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed to be non-represented employees, and shall be subject to the provisions below pertaining to salary and other terms and conditions of employment:

ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL)	*C
ASSISTANT TO THE CAO**	*C
ASSOCIATE BUILDING OFFICIAL	
BOARD CLERK ASST	*C
BOARD CLERK SR	*C
ENGINEER SENIOR	
HHS ADMINISTRATIVE ASSISTANT	
INFORMATION TECHNOLOGY DEPUTY	
INT WST MGMT PRG SUPERINTENDENT	
INT WST MGMT PRG SUPERINTENDENT SR	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MUSEUM ADMINISTRATOR	
NETWORK ANALYST SR	
OFFICE CLERK (COUNTY COUNSEL)**	*C
OFFICE CLERK (MOTOR POOL)*	*C
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PAYROLL ANALYST**	*C
PERSONNEL ANALYST	*C
PROGRAMMER ANALYST SR	
PROGRAM CHIEF	
PSYCHIATRIST	

PURCHASING ASST  
ROAD SUPERINTENDENT  
SHERIFF ADMIN ASSISTANT

\*C

\*C = Confidential positions

#### **ARTICLE 1. RECOGNITION**

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

#### **ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regard to the employees covered by this Resolution to the extent they are inconsistent herewith.

#### **ARTICLE 3. NON-DISCRIMINATION**

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

**Section 2.** Non-represented employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

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

#### **ARTICLE 4. WORKDAY AND WORKWEEK**

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

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

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME – FULL TIME EMPLOYEES**

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

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

## **ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. **Stand-by Compensation.** Employees requested by the department head to serve in an after-hours response capacity will receive \$ 50.00, for performing standby duties on each regularly scheduled day and \$ 75.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. **Call-Out Compensation.** Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

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

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

**ARTICLE 7. SALARIES**

- a. Salaries: County will provide the following COLAS outlined in Attachment D:

April 2017: 1% COLA effective April 6, 2017 pay period.

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

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

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

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

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

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

- c. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Semi-monthly Paydays. . Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

**ARTICLE 8. PART-TIME BENEFITS**

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

**ARTICLE 9. INSURANCE BENEFITS**

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.



- b. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. County agrees to pay 100% of the premiums for optical insurance.
- d. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- e. County agrees to provide through Delta Dental for Dental insurance benefits orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- f. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
  - Eligible for employee only coverage = \$92.31 per pay period
  - Eligible for employee plus one coverage = \$184.62 per pay period
  - Eligible for family coverage = \$276.93 per pay period

**ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

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

**ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

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

**ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

**ARTICLE 13.**

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**ARTICLE 14.**

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**ARTICLE 15.**

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**ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank. Employee may donate up to a maximum of 10 days per year of unused sick leave directly to any employee without using the sick leave bank. No employee will be allowed to donate more than ten days total in a calendar year.
- c. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

**ARTICLE 17. VACATION LEAVE**

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

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

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

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

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

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

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

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

## **ARTICLE 19. HOLIDAYS**

- a. **Recognized Holidays.** County holidays are as follows:
- January 1 (New Year's Day)
  - Third Monday in January (Martin Luther King Day)
  - Third Monday in February (Washington's Birthday)
  - Last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - First Monday in September (Labor Day)
  - November 11 (Veteran's Day)
  - Thanksgiving Day
  - Friday immediately following Thanksgiving Day
  - December 24 or December 31
  - December 25 (Christmas Day)
- b. **Additional Provisions.** Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

## **ARTICLE 20. RETIREMENT PROVISIONS**

### **PERS Employess hired prior to January 1, 2013 (Classic)**

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

## **ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

**ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

**ARTICLE 23. TRAVEL PAY**

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

**ARTICLE 24.**

Left Blank

**ARTICLE 25. OUT OF CLASSIFICATION PAY**

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

**ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES**

Attachment A lists those classifications, which are FLSA exempt.

**ARTICLE 27. Left Blank**

**ARTICLE 28. UNIFORMS**

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

**ARTICLE 29. SAFETY SHOES**

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

**ARTICLE 30. PERFORMANCE EVALUATIONS**

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

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

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

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

**ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

**ARTICLE 33. TUITION REIMBURSEMENT**

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

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

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

**ARTICLE 34. SMOKING**

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

**ARTICLE 35. MISTAKEN OVERPAYMENTS**

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

**ARTICLE 36. LETTER OF REPRIMAND**

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

**ARTICLE 37.**

Left Blank

**ARTICLE 38.**

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**ARTICLE 39.**

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**ARTICLE 40. EMERGENCY WAIVER**

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

**ARTICLE 41.**

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

**ARTICLE 42.**

Left Blank

**ARTICLE 43**

Left Blank

**ARTICLE 44.**

Left Blank

PASSED AND ADOPTED this \_\_\_\_ day of January 2018 by the following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
, Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
11

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

**FROM:** Recycling and Waste Management

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Approve the Purchase of a 10 wheel dump truck for use in the Recycling and Waste Management Program.

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board:

- 1) Award a bid, and approve the purchase of a 10 wheel dump truck in the amount of \$159,613.61 to Gibbs International Truck Centers of Bakersfield, California and;
- 2) Authorize the Assistant County Administrator to sign all documents relevant to the purchase of the 10 wheel dump truck.

**SUMMARY DISCUSSION:**

Inyo County Recycling and Waste Management (RWM) is in need of a dump truck for use at the Lone Pine and Independence landfills. A robust vehicle is needed because it will be driven over rough terrain. The vehicle will also need to be highway legal so that it can travel from site to site.

Currently, the staff is utilizing a 1969 Kenworth. This vehicle exceeded its expected useful life long ago. Not surprisingly, there are reliability issues including significant challenges, at times, getting parts.

Funds for a new truck were included in the current year budget. Therefore, the department issued an invitation for bids. Four firms responded to our bid solicitation. Although it is somewhat more expensive, the staff recommendation is to purchase a vehicle with an upgraded transmission. The recommended vendor, Gibbs Truck Center, also submitted the low bid for a vehicle without the upgrade.

Bid Results:

<b>Company Name, Location</b>	<b>Bid Price Including Tax &amp; Freight</b>
Gibbs Truck Center, Bakersfield, CA	\$153,021.00 \$159,613.61*
Los Angeles Freightliner, Fontana, CA	\$155,473.00
Silver State International, Sparks, NV	\$165,203.38*
Fred Boerner Motor Co, Huntington Park, CA	\$154,930.73

\*Upgraded Transmission

**ALTERNATIVES:**

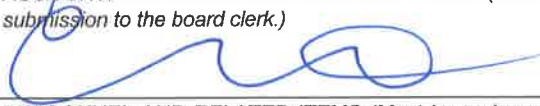
Your Board could choose not to award the bid for the purchase of the dump truck; however, this is not recommended given the age of the equipment currently in use.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The purchase cost of a new dump truck is in the Fiscal Year 2017/2018 budget for Recycling and Waste Management, 045700, object code 5650.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eye</u> Date <u>12/13/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 12/14/17  
(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**

12

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

**FROM:** HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Appointments to the ESAAA Advisory Council

**DEPARTMENTAL RECOMMENDATION:** Request Board re-appoint Margaret Erbeck, Cheryl Isbell, Karen Hoodman, and JoAnn Poncho to the Eastern Sierra Area Agency on Aging Advisory Council, each to two-year terms ending December 11, 2019. *(Notices of vacancy resulted in requests for re-appointment being received from Ms. Erbeck, Ms. Isbell, Ms. Hoodman, and Ms. Poncho.)*

**SUMMARY DISCUSSION:** The ESAAA Advisory Council was established by Board Order on June 26, 2012, to advise ESAAA on matters dealing with the welfare of the region's senior citizens. The Advisory Council is to be comprised of nine (9) total members from across Inyo and Mono counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA. Targeting efforts shall be made to ensure membership includes individuals from the following categories:

- low income older adults
- disabled persons
- supportive services provider
- health care provider
- individuals with leadership expertise in private/voluntary sectors and
- family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

Per the adopted Inyo County committee appointment policy, HHS staff notified the Assistant Clerk of the Board in September of four terms set to expire in December. Those incumbents were notified and the upcoming vacancies were advertised, and then re-advertised when no applications for appointment or re-appointment were initially received. All four incumbents eventually submitted requests for re-appointment and meet the above-cited conditions for membership on the ESAAA Advisory Council.

**ALTERNATIVES:** Not re-appoint the four applicants and re-advertise the vacancies, however this is not recommended as the positions have been advertised three separate times now.

**OTHER AGENCY INVOLVEMENT:** N/A

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

**APPROVALS**

COUNTY COUNSEL:

N/A

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

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

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 14 copies of this document are required)



Date: 12/21/17

**LETTER OF INTEREST**  
 IN SERVING AS A MEMBER OF THE  
**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL**

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Margaret ERBECK Address: 2321 Stone Circle  
 Home Telephone: 760-872-4536 Mobile Telephone: \_\_\_\_\_  
 E-mail: Marge.erbeck@gmail.com Date: 11/6/17 \* resubmitted 11/27/17  
 after latest filing period

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging. start date DE

Age: 60 or over  Under 60

Ethnicity (Please check only one):

- |  |   |                                       |
|--|---|---------------------------------------|
| <input type="checkbox"/> African American                    | <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian        |
| <input checked="" type="checkbox"/> Caucasian/White          | <input type="checkbox"/> Hispanic or Latino               | <input type="checkbox"/> Multiracial  |
| <input type="checkbox"/> Native Hawaiian or Pacific Islander |   | <input type="checkbox"/> Other: _____ |

Targeting efforts shall be made to ensure membership includes individuals from the following categories

(Please check all that apply):

- Low income older adults
- Disabled persons
- Supportive services provider
- Health care provider
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
- Individuals with leadership expertise in private/voluntary sectors
- Other: \_\_\_\_\_

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

I am a parent of a 55 year old man with mental challenges - I am still helping to oversee his staff and make sure his life is good. I am still

Please sign here:

Margaret Erbeck a worker + care provider for him - I cook clean + help when needed

RECEIVED

LETTER OF INTEREST  
IN SERVING AS A MEMBER OF THE  
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

2017 OCT 24 AM 10:37

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Cheryl Isbell Address: 151 Pine Nut Road, WAKEFIELD  
Home Telephone: 530/425-2884 Mobile Telephone:  
E-mail: cherylisbell@schat.net Date: 10/19/17

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over  Under 60

Ethnicity (Please check only one):

- African American
- American Indian or Alaska Native
- Asian
- Caucasian/White
- Hispanic or Latino
- Multiracial
- Native Hawaiian or Pacific Islander
- Other: \_\_\_\_\_

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

- Low income older adults
- Disabled persons
- Supportive services provider
- Health care provider
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
- Individuals with leadership expertise in private/voluntary sectors
- Other: \_\_\_\_\_

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Same as the last time!! I'm a senior and, therefore, am interested in all things relating to seniors in Mono county.

Please sign here: Cheryl Isbell

RECEIVED

OCT 25 AM 8:12

NYO  
ADHI  
ERK

**LETTER OF INTEREST  
IN SERVING AS A MEMBER OF THE  
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL**

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: KAREN HOODMAN Address: 358 CLARKE ST., BISHOP 93574  
Home Telephone: --- Mobile Telephone: 208-365-9021  
E-mail: \_\_\_\_\_ Date: 10-16-17

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over  Under 60

**Ethnicity (Please check only one):**

- African American
- American Indian or Alaska Native
- Asian
- Caucasian/White
- Hispanic or Latino
- Multiracial
- Native Hawaiian or Pacific Islander
- Other: \_\_\_\_\_

**Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):**

- Low income older adults
- Disabled persons
- Supportive services provider
- Health care provider
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
- Individuals with leadership expertise in private/voluntary sectors
- Other: \_\_\_\_\_

**Please provide a brief statement expressing your interest in serving as an Advisory Council member:**

*Working with and for seniors gives me a purpose. It also helps to keep me out of trouble - usually.*

Please sign here: Karen Hoodman

**LETTER OF INTEREST**  
 IN SERVING AS A MEMBER OF THE  
**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL**

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: JOANN PONCHO Address: 840 N T4 St, Bishop CA 93514  
 Home Telephone: \_\_\_\_\_ Mobile Telephone: Cell (909) 320-6121  
 E-mail: \_\_\_\_\_ Date: 10/25/17

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over  Under 60

**Ethnicity (Please check only one):**

- |  |  |                                       |
|--|--|---------------------------------------|
| <input type="checkbox"/> African American                    | <input checked="" type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian        |
| <input type="checkbox"/> Caucasian/White                     | <input type="checkbox"/> Hispanic or Latino                          | <input type="checkbox"/> Multiracial  |
| <input type="checkbox"/> Native Hawaiian or Pacific Islander |  | <input type="checkbox"/> Other: _____ |

**Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):**

- Low income older adults
- Disabled persons
- Supportive services provider
- Health care provider
- Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
- Individuals with leadership expertise in private/voluntary sectors
- Other: \_\_\_\_\_

**Please provide a brief statement expressing your interest in serving as an Advisory Council member:**

*I have always been interested in helping older persons, my family & community members. I worked for the Social Services of Inyo County for many years and retired, but I am still willing to help older persons.*

Please sign here: Joann Poncho

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**SEPTEMBER 23**

**in the year 2017**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this  
**30TH DAY OF SEPTEMBER 2017**

  
\_\_\_\_\_  
Signature

**RECEIVED**

2017 OCT -6 PM 1: 25

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

This space is for County Clerk's Filing Stamp

**NOTICE OF VACANCY  
EASTERN SIERRA AREA  
AGENCY ON AGING ADVISORY  
COUNCIL**

**Proof of Public  
Public No**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill four (4) vacancies on the Eastern Sierra Area Agency on Aging Advisory Council, to complete two-year terms ending December 11, 2019. The Advisory Council shall be comprised of nine (9) total members from across the two-county region of Inyo and Mono counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA. Targeting efforts shall be made to ensure membership includes individuals from the following categories:

- o low income older adults
- o disabled persons
- o supportive services provider
- o health care provider
- o individuals with leadership expertise in private/voluntary sectors and
- o family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

If you are interested in serving on the Eastern Sierra Area Agency on Aging Advisory Council, have interest in the welfare of the regions seniors, meet the criteria and/or qualify for one of the categories, please submit your request for appointment on or before 5:00 p.m., Friday, October 6, 2017, to the Board of Supervisors at P.O. Box N, Independence, CA 93526. For more information about the Advisory Council, contact the ESAAA Administration at 163 May Street, Bishop, or call (760) 873-3305. (IR 9/23/17, #13019)

# Committee application deadlines extended

Applications open on Eastern Sierra Area Agency on Aging Advisory Council, Emergency Medical Care Committee

Staff

The Inyo County Board of Supervisors has extended the deadline to apply for seven vacancies on two local committees.

Residents eligible to and interested in applying for available positions on the

Eastern Sierra Area Agency on Aging Advisory Council or Emergency Medical Care Committee

until 5 p.m. Friday, Oct. 13, to submit requests for appointment to the Inyo County Board of Supervisors, P.O. Box N, Independence, 93526, or to [dellis@inyocounty.us](mailto:dellis@inyocounty.us).

The board is accepting applications to fill four vacancies on the Eastern Sierra Area Agency on Aging Advisory Council, to complete two-year terms ending Dec. 11, 2019. The advisory council is comprised of nine members from across two-county region of Mono and Mono counties. At least 50 percent of the appointed members shall be 65 or older, including minor individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be

Targeting efforts shall be made to ensure membership includes individuals from the following categories:

- low-income older adults
- disabled persons
- supportive services provider
- health care provider
- individuals with leadership expertise in private/voluntary sectors and
- family caregiver defined as either an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

The board is also accepting applications to fill 10 vacancies on the Emergency Medical Care Committee to complete six two-year terms ending Dec. 31, 2019; four unexpired two-year terms ending Dec. 31, 2018; and one unexpired term ending Dec. 31. The committee is comprised of pre-hospital medical care providers and members-at-large who are interested in how emergency medical services are provided in the area's communities and are willing to help improve the training, support and quality of those services.



## US LITTLE FOLKS TRY HARDER!

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Monday - 6 am - 8 pm  
 Tuesday - 6 am - 9 pm

ORGANIC SPECIALS

	Organic Non Gmo <b>Fair Trade Alter Eco                  Chocolate Bars</b> 2.6-2.8 oz <span style="font-size: 2em; color: white; background-color: #2c3e50; border-radius: 50%; padding: 5px;">\$2.99</span> <small>ea.</small>
	Clean Non Gmo <b>"Garden of Eatin'" Cantina                  or Tortilla Chips</b> All Varieties 8.1 oz <span style="font-size: 2em; color: white; background-color: #2c3e50; border-radius: 50%; padding: 5px;">\$2.69</span>
	Organic Non Gmo <b>Annies Macaroni                  and Cheese</b> All Varieties 6 oz <span style="font-size: 2em; color: white; background-color: #2c3e50; border-radius: 50%; padding: 5px;">\$2.99</span>
	Organic Non Gmo Imagine Foods <b>Natural Garden Vegetable                  Soups</b> 32 oz <span style="font-size: 2em; color: white; background-color: #2c3e50; border-radius: 50%; padding: 5px;">\$3.29</span>
	Clean Non Gmo <b>Tasty Bite Indian Entres</b> All Varieties



# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**NOVEMBER 23**

**in the year 2017**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**30TH DAY OF NOVEMBER 2017**

  
\_\_\_\_\_  
Signature

This space is for County Clerk's Filing Stamp

**RECEIVED**

2017 DEC 13 AM 9:26

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

## Proof of Publication of Public Notice

### 320 PUBLIC NOTICES

#### NOTICE OF VACANCY

#### Eastern Sierra Area Agency on Aging Advisory Council

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one (1) vacancy on the Eastern Sierra Area Agency on Aging Advisory Council, to complete a two-year term ending December 11, 2019. The Advisory Council shall be comprised of nine (9) total members from across the two-county region of Inyo and Mono counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA. Targeting efforts shall be made to ensure membership includes individuals from the following categories:

- low income older adults
- disabled persons
- supportive services provider
- health care provider
- individuals with leadership expertise in private/voluntary sectors and
- family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

If you are interested in serving on the Eastern Sierra Area Agency on Aging Advisory Council, have interest in the welfare of the region's seniors, meet the criteria and/or qualify for one of the categories, please submit your request for appointment on or before 5:00 p.m., Monday, December 4, 2017, to the Board of Supervisors at P.O. Box N, Independence, CA 93526. For more information about the Advisory Council, contact the ESAAA Administration at 163 May Street, Bishop, or call (760) 873-3305.  
(IR 11/23/17, #13100)



AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO

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

For Clerk's Use  
Only:

AGENDA NUMBER

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: January 2, 2018

SUBJECT: Amendment No. 1 to the Contract between the County of Inyo and Madera Disposal Systems Inc. DBA Bishop Waste for Inyo County Buildings and Facilities Trash Disposal and Recycling Service.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your Board approve Amendment No. 1 to the Standard Contract No.113 with Bishop Waste to increase the monthly trash service rate by \$1323.75 and the monthly recycling rate by \$92.13 increasing the total not-to-exceed contract amount from \$131,609.40 to \$176,917.56 for the remaining length of contract.
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On February 7, 2017, your Board approved the contract with Bishop Waste to provide waste disposal at specific County buildings and facilities. This is a three (3) year agreement commencing March 1, 2017 through February 29, 2020. On May 9, 2017 your board approved a new resolution to increase the floor rates effective July 1, 2017. This contract amendment request includes the passed resolution rate increase as well as additional recycling bins and changes in trash receptacles at some locations as requested and recommended by some of the county offices.

**ALTERNATIVES:**

Your Board could choose not to approve this amendment to the contract and direct the Public Works Department to obtain a separate purchase order for service until a new contract is in place, however, that is not recommended as that would create a longer delay in paying for these services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor

**FINANCING:**

The funds for this Contract will be provided through the County's Public Works Department, Building & Maintenance budget 011100, Object Code 5265, Professional Services.

Agenda Request Form  
Meeting of  
Bishop Waste Amendment No. 1

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>YES</u>	Date: <u>12/13/17</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>[Signature]</u>	Date: <u>12/19/2017</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u>	Date: _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 12/20/17  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Madera Disposal Service Inc. DBA Bishop Waste  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Bishop Waste, of Bishop, CA 93514  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated February 7, 2017, on County of Inyo Standard  
Contract No. 113, for the term from March 1, 2017 to February 29, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3D, Limit Upon Amount Payable Under Agreement. The first sentence is revised as follows:

"The total sum of all payments by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Seventy-Six Thousand Nine Hundred Seventeen and 56/100 Dollars (Hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required as described in Attachment A..
3. The rates for the scope of work in Exhibit A to the contract shall be the rates described in Attachment A In the Bishop Waste proposal dated November 21, 2017.

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

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Bishop Waste  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature


\_\_\_\_\_  
Type or Print

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO ACCOUNTING FORM:**

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

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

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

**APPROVED AS TO RISK ASSESSMENT:**

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





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

For Clerk's Use Only:  
AGENDA NUMBER

15

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

**FROM:** Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Request the Board approve the hiring of two seasonal Field Assistants for the Eastern Sierra Weed Management Area.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find consistent with the adopted authorized position review policy;

- (1) the availability of funding for the requested positions, as certified by and concurred with the County Administrator and Auditor-Controller,
- (2) where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, and open recruitment is appropriate to ensure qualified applicants apply, and
- (3) approve the hiring of two seasonal Field Assistants 1 050PT (\$16.18/hr - \$19.67/hr), beginning on April 26, 2018 and working through September 26, 2018
- (4) contingent upon adoption of future fiscal year budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Eastern Sierra Weed Management Area (ESWMA), a division of the Agricultural Commissioner's Office will need to hire seasonal employees due to the upcoming weed abatement season.

**ALTERNATIVES:**

Your Board could not approve the personnel action outlined in the Departmental Recommendation; this is not advised as it would limit the scope of weed abatement treatments. The seasonal employees requested are wholly grant funded, and limiting or eliminating such seasonal staff during the 2018 growing season will preclude this program from meeting the requirements of the grant funding.



**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There will be no fiscal impact to the Inyo County General fund as the ESWMA is a non-general fund program. There are sufficient funds in the Budget unit 621300 (ESWMA) to cover this expense.

**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 <u>12/11/2017</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 <u>12/8/17</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 12-15-17





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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
16

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

**FROM:** Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Request the Board approve the hiring of five seasonal Field Assistants for the Owens Valley Mosquito Abatement Program.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find consistent with the adopted authorized position review policy;

- (1) the availability of funding for the requested positions, as certified by and concurred with the County Administrator and Auditor-Controller,
- (2) where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, and open recruitment is appropriate to ensure qualified applicants apply, and
- (3) approve the hiring of five seasonal Field Assistants 1 050PT (\$16.18/hr - \$19.67/hr), beginning on March 29, 2018 and working through September 26, 2018
- (4) contingent upon adoption of future fiscal year budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Owens Valley Mosquito Abatement Program (OVMAP), a division of the Agricultural Commissioner's Office will need to hire seasonal employees due to the upcoming mosquito abatement season.

**ALTERNATIVES:**

Your Board could not approve the personnel action outlined in the Departmental Recommendation; this is not advised as it would limit the scope of mosquito abatement treatments, possibly allowing pest infestations to grow out of control, and putting public health and comfort at risk.



**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There will be no fiscal impact to the Inyo County General fund as the OVMAP is a non-general fund program. There are sufficient funds in the Budget unit 154101 (ESWMA) to cover this expense.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>12/11/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>   Approved: <u>✓</u> Date <u>12/8/17</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 12-15-17



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  17
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- Consent Hearing  
 Scheduled Time for
- Departmental  
 Closed Session
- Correspondence Action  
 Informational
- Public  
 Public Hearing

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** January 2<sup>nd</sup>, 2018

**SUBJECT:** Approval of Hiring of HHS Assistant Director.

**DEPARTMENTAL RECOMMENDATION:**

Request Board find that

- a. the availability of funding for this requested positions exist in non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- b. where it is possible that the HHS Assistant Director position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply for this highly specialized position; and
- c. approve the hiring of one HHS Assistant Director at Range 92 (\$7,606-\$9,246).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The HHS Assistant Director position was recently vacated following the appointment of the employee to the position of HHS Director. This position oversees all the HHS public services provided by approximately 135 full-time and part-time employees spread over multiple budgets totaling over \$17 million. The critical position currently is authorized and budgeted across multiple HHS budgets. A key role for this position is the oversight of the more technically-specific managers who lead the major HHS divisions (Behavioral Health, Public Health and Prevention, and Aging and Social Services) to ensure continuous quality improvement, to identify and act on opportunities for more integrated and efficient services across silos, to monitor operations for compliance with federal, state, and local laws and regulations around confidentiality, internal controls, safety, personnel issues (including recommending classifications, monitoring performance problems, handling grievances, ensuring appropriate use of overtime, resolving workforce conflict, etc.); and to identify community needs, resource needs and develop plans for providing and continuously improving services.

The Department respectfully requests your Board approve the recruitment and hiring of an HHS Assistant Director.

**ALTERNATIVES:**

Your Board could deny this request, resulting in a significant loss of HHS availability to respond to community and workforce needs and problems.


**OTHER AGENCY INVOLVEMENT:**

Various California State Departments which participate in funding

**FINANCING:**

State and Federal funding, Health, Mental Health and Social Services Realignment. This position is budgeted as follows: 15% Health (045100); 15% Mental Health (045200); and 70% Social Services (055800) in the Salaries and Benefits object codes.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>   Approved: <u>yes</u> Date: <u>11/15/2017</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  <u>by K. Beade</u> Approved: <input checked="" type="checkbox"/> Date: <u>11/15/17</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

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



Date: 11/17/17



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
18

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** January 2<sup>nd</sup>, 2018

**SUBJECT:** Request to hire two full time Health and Human Services (HHS) Specialist IIIs in the HHS Adult and Children's Social Services Division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested positions exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of two HHS Specialist IIIs at Range 57 (\$3,297 - \$4,006).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An HHS Specialist III in our Adult and Children's Social Services Division recently accepted a position within the HHS Administration Division, and another employee accepted a Social Worker position in the Child Welfare Division, resulting in two vacancies. The HHS Specialists perform many vital duties across both the Adult and Children's Social Services Programs. This position has the primary responsibility for providing support to the Adult Social Services division, including data management of In Home Supportive Services (IHSS); providing Information and Assistance services for Inyo and Mono counties through ESAAA; accepting and tracking outcomes of reports of suspected abuse or neglect of elderly and dependent adults; assisting with IHSS reassessments; and, providing assistance to the Children's Social Services Division as needed. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult and Children's Social Services Division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of children and our elderly/dependent adult populations. This position also provides some entry level case management support to both the Adult and Children's Social Services programs, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire two Health and Human Services Specialist IIIs in the Adult and Children's Social Services Division.

**ALTERNATIVES:**



Your Board could choose not to authorize the hiring of the HHS Specialist III positions. This would severely impact the division's ability to perform the mandated duties of the division, maintain timely data entry and reporting in child welfare and IHSS and to provide support to the social work staff in both Child Welfare and Adult Services.

**OTHER AGENCY INVOLVEMENT:**

Courts, Law Enforcement, Probation, Schools, Public Health, Mental Health, Toiyabe Family Services, local Tribal ICWA, Wild Iris, CASA, Northern Inyo Hospital, long term care facilities, and LRC (Life, Remedies and Celebrations).

**FINANCING:**

State, Federal, Social Services Realignment, and County General funds. One position is budgeted 100% in the Social Services (055800) in the Salary and Benefits object category and the second position is budgeted 80% in the Social Services Budget (055800), and 20% in the ESAAA Budget (683000) in the Salary and Benefits object category.

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>eyes</u> Date: <u>12/11/2017</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J</u> Date: <u>12/8/17</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 12/13/17



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  19
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** January 2<sup>nd</sup>, 2018

**SUBJECT:** Request to hire a Social Worker Supervisor for the Continuum of Care Reform (CCR).

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position of Social Worker Supervisor exists in the non-General Fund Social Services budget as certified by the Health and Human Services (HHS) Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker Supervisor at Range 76 (\$5,161 - \$6,275).
- D) If an internal candidate is hired into the CCR Social Worker Supervisor, authorize HHS to backfill the resulting vacancy.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Social Worker Supervisor for the Continuum of Care Reform (CCR) recently became vacant as the result of a lateral transfer of the CCR Social Worker Supervisor to the vacant Social Worker Supervisor in the HHS Children's Social Services Division.

Continuum of Care, or AB403, is a comprehensive reform of the foster care system that is the culmination of years of effort. Through the engagement of a broad range of stakeholders (youth, parents, probation, tribes, mental health, and others), this law was signed in October 2015 and is being implemented to ensure that foster youth have the opportunity to grow up in permanent supportive homes and to become self-sufficient, successful adults.

The intent of the law is to improve the assessment process to help make sure that the first out-of-home placement is the right one; to provide counties with more funding and support to better recruit and train resource families; to transform the group home system and replace it with short-term residential treatment programs that will provide temporary specialized support; to implement a streamlined, unified family-friendly approach to developing home-based placement for children in the Child Welfare and Probation systems.

One of the most critical objectives of the CCR is to increase the availability of home based placements (resource families) through innovative recruitment, retention and support strategies. The CCR Supervisor is responsible for the assessment and approval of Resource Families (formerly called foster parents) under the streamlined approval process, which melded three approval processes into one process. The CCR Supervisor provides and improves

direct services, training and supports to approved resource families. The CCR Supervisor also conducts intensive relative finding, engagement, and navigation efforts using evidence-informed, or other nontraditional approaches to outreach to potential resource families.

The Department is respectfully requesting authorization to recruit and hire a CCR Social Worker Supervisor in the Social Services Division; additionally, as there may be internal candidates, the Department is also respectfully requesting that if an internal candidate is offered the CCR Social Worker Supervisor position, the Department be authorized to fill the resulting vacancy.

**ALTERNATIVES:**



Your Board could choose not to authorize the hiring of the CCR Social Worker Supervisor position. This would severely impact the department's ability to comply with the changes to the Resource Family approval process which will ultimately impact the availability of homes for children that come into the Child Welfare system.

**OTHER AGENCY INVOLVEMENT:**

CA Department of Social Services, Probation, Courts, and Tribal Communities.

**FINANCING:**

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

<b>APPROVALS</b>	
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:  Date: <u>12/19/2017</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved:  Date: <u>12/18/17</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 12/18/17  
(Not to be signed until all approvals are received)





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

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

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

**FROM:** HEALTH & HUMAN SERVICES – Public Health and Prevention

**FOR THE BOARD MEETING OF:** January 2<sup>nd</sup>, 2018

**SUBJECT:** Contract for Wellness Initiative for Senior Education (WISE) Program Training

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board ratify and approve a contract between the County of Inyo and New Jersey Prevention Network, Inc. for the provision of Wellness Initiative for Senior Education (WISE) Program training in an amount not to exceed \$12,000.00 for the term October 25, 2017 to June 30, 2018, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is coming before your board late due to delays in negotiating contract terms and training dates. The training for the WISE program was originally scheduled for October 25, 2017, but had to be rescheduled to spring 2018 due to a conflicting project that the New Jersey Prevention Network was involved with at that time. This is why the contract start date is in October. We did not actually receive the signed contract until November and routed it immediately. No services have been provided under the contract to date.

Health and Human Services (HHS) staff members have been providing prevention activities under the Substance Use Disorders (SUD) Prevention services to the older adult population throughout Inyo County for the past 3 years in the form of group events including social activities, crafts, and prevention education. HHS hopes to build on this prevention work and offer evidence-based prevention programming specifically addressing the needs of the older adult population.

The Wellness Initiative for Senior Education (WISE) Program is an evidence-based wellness program with multiple class sessions for older adults that empower older adults to make positive, healthy choices. The program covers a range of topics such as medication use and misuse, stress management, the aging process, depression, alcoholism, and prescription drug abuse.

The New Jersey Prevention Network developed the WISE Program and requires in-person training in order for staff to implement the program. If the Board approves the contract, WISE Program training will build capacity among staff across Health & Human Services and the community serving the older adult population and will enable to staff to provide high quality prevention services to seniors and elders. In addition, it will meet the requirements of the contract with California Department of Aging (CDA) for the provision of Title III D – Disease Prevention and Health Promotion activities through the Eastern Sierra Area Agency on Aging (ESAAA). The Department respectfully requests your Board ratify and approve the contract for WISE training.

**ALTERNATIVES:**





The Board could choose not to sign the contract, which would mean that HHS staff would not be trained to provide this evidence based program to Older Adults in Inyo County.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Behavioral Health, Inyo County Senior Programs, Eastern Sierra Area Agency on Aging, Toiyabe Indian Health Project, Bishop Paiute Tribe Elders Program.

**FINANCING:**

Funding for this contract is from SUD Prevention and ESAAA Title III D funds. This expense is budgeted in the SUD and ESAAA budgets (045315/683000) in Professional Services (5265). No County General Funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>11/22/17</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>11/28/2017</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>J</u> Date: <u>11/29/17</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

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



Date: 12/11/17

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** New Jersey Prevention Network, Inc. (NJPN)  
FOR THE PROVISION OF WISE Training SERVICES

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the WISE Training \_\_\_\_\_ services of NJPN, Inc. \_\_\_\_\_ of Lakewood, NJ \_\_\_\_\_ (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 Anna Scott, whose title is: HHS Deputy 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 October 25, 2017 to June 30, 2018 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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, including travel and per diem expenses, if any, shall not exceed Twelve thousand dollars and zero cents (\$12,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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 hours spent by Contractor in performing 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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, or 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 D and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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, and municipal law, 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:**

Health & Human Services	_____	Name
PO Drawer H	_____	Street
Independence, CA 93526	_____	City and State

**Contractor:**

New Jersey Prevention Network	_____	Name
150 Airport Rd., Suite 1400	_____	Street
Lakewood, NJ 08701	_____	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** New Jersey Prevention Network, Inc.  
**FOR THE PROVISION OF** WISE Training **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: *Diane Litterer*

\_\_\_\_\_  
Type or Print Name

Diane Litterer  
Type or Print Name

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

Dated: 10/2/17

APPROVED AS TO FORM AND LEGALITY:

*J. Walker*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*M. Baker*  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND New Jersey Prevention Network, Inc.  
FOR THE PROVISION OF WISE Training SERVICES**

**TERM:**

**FROM:** October 25, 2017 **TO:** June 30, 2018

**SCOPE OF WORK:**

New Jersey Prevention Network, Inc. (NJPN) will provide two master facilitators who will facilitate a two-day training on the Wellness Initiative for Senior Education (WISE) Curriculum for up to 20 participants selected by The Inyo County Health and Human Services Department.

NJPN will provide curriculum binders for all attendees, which will include all items required to implement the WISE curriculum. NJPN will provide evaluation tools that Inyo County Health and Human Services may use to evaluate the program. NJPN will provide ongoing technical assistance, via phone or electronically, beyond the term of the contract at no charge to Inyo County Health and Human Services.

Inyo County Health and Human Services will provide the following:

- All audiovisual needs to facilitate the WISE training (i.e. laptop, projector, screen).
- An ADA compliant training space that will accommodate 20 participants.
- Training materials such as markers, flip charts, and a facilitator table.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND New Jersey Prevention Network, Inc.  
FOR THE PROVISION OF WISE Training SERVICES**

**TERM:**

**FROM:** October 25, 2017

**TO:** June 30, 2018

**SCHEDULE OF FEES:**

Training Costs:

Facilitator Fees for 2 trainers	\$5,000.00
Curriculum for up to 20 participants	\$2,000.00
<b>TRAINING SUBTOTAL NOT TO EXCEED</b>	<b>\$7,000.00</b>

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND New Jersey Prevention Network, Inc.  
FOR THE PROVISION OF WISE Training SERVICES**

**TERM:**

**FROM:** October 25, 2017

**TO:** June 30, 2018

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel Costs:

Round trip airfare from EWR to LAX  
Hotel Accommodation for 2 trainers (\$185/night for 2 trainers for 3 nights)  
Transportation and car rental (4 days)  
Per Diem (3.5 days for 2 trainers @ \$64.00/day)

TRAVEL SUBTOTAL NOT TO EXCEED \$4,500.00

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** New Jersey Prevention Network, Inc.  
**FOR THE PROVISION OF** WISE Training **SERVICES**

**TERM:**

**FROM:** October 25, 2017 **TO:** June 30, 2018

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.





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

For Clerks Use Only  
AGENDA NUMBER

21

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** January 02, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the filling of (1) one Lieutenant position (Range 81SC-81SD \$6,490 - \$8,913)
- 4) Approve the filling of (1) one Sergeant position (Range 74 SB-SD \$5,373-\$7,036)
- 5) Approve the filling of (1) one Investigator position (Range 71 SB-SD \$5,140-\$6,728)
- 6) Approve the filling of (1) one Corporal position (Range 70SA-70SD, \$4,648-\$6,388)
- 7) Approve the filing of (1) one Deputy Sheriff position (Range 67SA-SC \$4,232 - \$5,677) and authorize up to the E step for a qualified lateral applicant.
- 5) Approve the hiring for (1) one Correctional Officer position (Range 64 \$3,886-\$4,723)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

With the retirement of a Lieutenant on December 30, 2017, we request that your board authorize pursuant to the candidates qualifications and experience, an recruitment for the Lieutenant's position. Filling this vacancy will result either in a Sergeant's vacancy, Investigator's vacancy and Corporal's vacancy, depending on the candidate selected. The Sheriff's Office will establish an internal promotional list based on the rank vacated. The hiring of a Sergeant, Investigator and Corporal position will fall within the Sheriff's current authorized strength.

The vacated Lieutenant's position also creates (1) one Deputy Sheriff's vacancy. We request that your board authorizes, pursuant to the candidates qualifications and experience, the hiring of (1) one qualified lateral/certificated candidates up to the E step, or an internal and open recruitment for an entry level applicants. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for this position. Hiring of this (1) one Deputy position will fall within the Sheriff's current authorized strength

Additionally, due to a retirement of a Correctional Officer, the Sheriff's Office has (1) one Correctional Officer

position unfilled. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for this position. The hiring of this Correctional Officer position will fall within the Sheriff's current authorized strength.

**ALTERNATIVES:**

Deny the internal promotions and hiring of vacant positions.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department  
Auditor's office

**FINANCING:**

The Lieutenant, Sergeant, Investigator, Corporal and Deputy Sheriff positions are currently budgeted in the Board approved 2017-2018 Sheriff's Safety budget 022710. The Correctional Officer position is currently budgeted in the Board approved 2017-2018 Jail General budget (022900).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>12/26/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>12/26/17</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



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



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

For Clerk's Use Only:  
AGENDA NUMBER  
  
22

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

**FROM:** Library

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Approve the job description for Librarian I/Museum Coordinator and authorize Personnel to recruit and fill one vacant, full time Librarian I/Museum Coordinator position and one vacant B-Par Librarian II position.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve the job description for Librarian I/Museum Coordinator; and B) find that consistent with the adopted Authorized Position Review Policy that the availability of funding for the requested position exists in the Library budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and C) where internal candidates meet the qualifications for the position of the Librarian I/Museum Coordinator, Range 54 (\$3,074 to \$3,739), allow the vacancy(s) to be filled through an internal recruitment; and D) Authorize the open recruitment of one fulltime Librarian I/Museum Coordinator, Range 54 (\$3,074 to \$3,739); and E) Authorize the open recruitment of one B-Par Librarian II, Range 57 and E) in the event that either of the vacant positions are filled by an internal candidate authorize the recruitment and filling of the subsequent vacant position.

**SUMMARY DISCUSSION:**

During the budget process your Board approved the creation of a Librarian/Museum Coordinator position designed to replace the Librarian I and provide staffing flexibility in that an incumbent can be assigned to either the Library or the Museum. The attached job description for the position is submitted for your Board's approval.

Recently, two long time employees retired leaving one full time vacancy at the Independence Library and a BPar position vacant in Big Pine. Therefore, it is requested that your Board authorize filling these vacancies. For Independence it is requested that recruitment for a Librarian I/Museum Coordinator be authorized. For Big Pine, a Librarian II position is requested. Since it is possible that one or more of the vacancies could be filled with an internal candidate, it is also requested that your Board authorize the recruitment and filling of the subsequent vacancy or vacancies if that occurs.

**ALTERNATIVES:**

Your Board could choose not approve the job description or to authorize filling the newly vacant positions. This is not recommended, however, as the Library will be operating below its authorized level hindering its ability to serve the public.

**OTHER AGENCY INVOLVEMENT:** Personnel

**FINANCING:** Funding for this position is included in the FY 2017/18 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 _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/19/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>12/15/17</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*Richard G. Brown*

Date:

12/20/17



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 23

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

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

**FOR THE BOARD MEETING:** January 2, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

**SUMMARY DISCUSSION:**

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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

Date: 12-21-17



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 24

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

**FROM:** Kevin D. Carunchio, County Administrator  
**FOR THE BOARD MEETING:** January 2, 2018  
**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

**SUMMARY DISCUSSION:**

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) \_\_\_\_\_ Date: 12/21/17  
 (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**  
 25

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

**FROM:** Kevin D. Carunchio, County Administrator  
**By:** Kelley Williams, Assistant to the CAO

**FOR THE BOARD MEETING OF:** January 2, 2018

**SUBJECT:** Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

**SUMMARY DISCUSSION:**

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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)

*[Handwritten Signature]*

Date: 12/21/17



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
26

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

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

**FOR THE BOARD MEETING:** January 2, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: 12-21-17



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
27

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

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

**FOR THE BOARD MEETING OF:** January 2, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: 12-21-17





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
28

- Consent     
 Departmental     
 Correspondence Action     
 Public Hearing  
 Scheduled Time 11:00 a.m.     
 Closed Session     
 Informational

**FROM:** Inyo County Planning Commission; Planning Department.

**FOR: THE JOINT BOARD AND PLANNING COMMISSION MEETING OF:** January 2, 2018

**SUBJECT:** Updated Draft Proposed Commercial Cannabis Regulations

**RECOMMENDATION:**

Recommend your Board:

- A. Receive a presentation from staff on the DRAFT ordinances as updated based on direction from your Board at its December 5, 2017 Board of Supervisors meeting;
- B. Receive a presentation from the Planning Commission regarding its recommended changes, provided at the December 20, 2017 Planning Commission meeting, to the DRAFT ordinances as updated based on direction from your Board at its December 5, 2017 Board of Supervisors meeting, and discuss the reasons for the differences on the recommendations with the Planning Commissioners;
- C. Receive public comment;
- D. Provide Board direction to staff with regard to any further modifications to the draft ordinances your Board may desire prior to the public hearing scheduled for January 9, 2017, to waive the first reading of the ordinances and scheduling January 16<sup>th</sup> for enactment.

**CAO RECOMMENDATION:**

It is the County's normal practice to have the Planning Commission review and make recommendations on land use-related ordinances before the Board of Supervisors considers enacting those ordinances. However, there is no requirement in County Code or State law that the Planning Commission review, make recommendations or endorse land use ordinances which can only be enacted by the Board of Supervisors. In addition being County practice, the primary reason for presenting the subject ordinances to the Planning Commission on December 20<sup>th</sup> despite over a year of unprecedented number s public meetings and multiple reviews by your Board of Supervisors, was to provide another forum for public review and discussion.

The draft ordinances presented to the Planning Commission were the result of 17 community meetings held in 2017 to receive input on the ordinances prior to and during the drafting process; members of your Board of Supervisors were present at all of these community meetings, however, in most cases, members of the Planning Commission did not attend these meetings. Additionally, presentations, public comments, and discussions occurred with respect to the cannabis regulation process at Board of Supervisors meetings held on December 6, 2016; December 20, 2016; January 3, 2017; February 14, 2017; November 7, 2017; and, December 5, 2017. The latter two meetings involved extensive public comment and lengthy deliberations by your Board and culminated in the ordinances being presented to your Board today, and to the Planning Commission on December 20, 2017.

It is unclear what, if any, additional formal public meetings or outreach was undertaken by the Planning Commission on the subject of cannabis regulation prior to its meeting on December 20<sup>th</sup>. In discussing and

in considering the Planning Commission's recommendations, it may be helpful to understand if the Commissioners heard markedly different public comments, in either tenor or numbers, than those heard and considered by your Board during the past year and culminating in the direction provided to staff on December 5, 2017.

Following today's discussion, your Board has the opportunity to provide additional direction to staff with respect to modifications to the draft ordinances prior to the enactment process which is scheduled to begin on January 9, 2017.

**SUMMARY DISCUSSION:**

Over the past year, staff has been working on land use and business license regulations for commercial cannabis activities. On December 5, 2017, after numerous Board of Supervisor workshops and seventeen public meetings, the Board provided staff with direction for specific updates to the DRAFT Ordinances (Attachments) and for staff to begin the codification process. These DRAFTs were shared with the Planning Commission on December 20, 2017. The Planning Commission provided recommendations on the Landuse Ordinances that included updates and additions to Title 18 – The Inyo County Zoning Code (Attachment - summary of recommendations). The Commissioners will share and discuss those recommendations with the Board at the January 2, 2018 meeting.

**OTHER AGENCY INVOLVEMENT:**

County departments and other local and state agencies.

**FINANCING:**

Other than consulting costs and staff time, there is no additional cost associated with considering the proposed regulations. Funding for HdL's consulting services is encumbered in the budget. The Fiscal Year 2017-2018 Board Approved Budget does not currently contemplate or rely on any revenue, or provide additional staffing, associated with the possible permitting and operation of commercial cannabis businesses occurring in 2018. At this time, the County is focused on developing the best possible public policies to meet the needs and desires of the community with regard to cannabis activities.

<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>
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: 12/28/17

**Attachments:**

1. Ordinance amending and adding to Title 18 – Zoning Code
2. Ordinance adding Chapter 18.82 – Expedited Nuisance Abatement of Cannabis Cultivation
3. Summary of Planning Commission recommendations regarding the landuse ordinances
4. Business License Ordinance (not considered for recommendation by the Planning Commission, informational only).

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

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.06.030, 18.12.040, 18.21.040, 18.44.030, 18.45.030, 18.48.030, 18.49.040, 18.56.040, AND 18.57.040, AND ADDING SECTIONS 18.06.161, 18.06.162, 18.06.163, 18.06.181, 18.06.182, AND 18.78.360 TO THE INYO COUNTY CODE

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

**SECTION ONE. Purpose/Authority.**

The purpose of this ordinance is to add to and amend sections of the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to allow for the orderly development of commercial cannabis activities, while protecting the health, safety and welfare of Inyo County citizens, in the Open Space, Rural Residential, Central Business, General Commercial and Retail, Highway Services and Tourist Commercial, Heavy Commercial, Light Industrial and General Industrial and Extractive Zones and to add standards guiding commercial cannabis activities to be consistent with both California law and the goals of the Inyo County General Plan ED-4 and AG-1.2. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction.

**SECTION TWO.** Section 18.06.30 of the Inyo County Code is amended in its entirety to read as follows:

**“18.06.030 Agriculture.**

"Agriculture" means the tilling of soil, the raising of crops, horticulture, small livestock farming, dairying or animal husbandry, including all uses customarily incidental thereto, but not including cannabis cultivation, slaughterhouses, fertilizer works, bone yards or plants for the reduction of animal matter or any other industrial or agricultural use which is determined by the Planning Commission to be similarly objectionable because of noise, odor, smoke, dust or fumes.”

**SECTION THREE.** The Inyo County Code is amended to add section 18.06.161 as follows:

**“18.06.161 Cannabis.**

“Cannabis " means all parts of the plant Cannabis sativa Linnaeus., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include (a) industrial hemp, as defined in Section 11018.5 of the California Health and Safety Code as may be amended; or (b) The weight of any other

ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product.”

**SECTION FOUR.** The Inyo County Code is amended to add section 18.06.162 as follows:

**“18.06.162 Cannabis Accessories.**

“Cannabis accessories” means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.”

**SECTION FIVE.** The Inyo County Code is amended to add section 18.06.163 as follows:

**“18.06.163 Cannabis Products.**

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.”

**SECTION SIX.** The Inyo County Code is amended to add section 18.06.181 as follows:

**“18.06.181 Commercial Cannabis Activity.**

“Commercial cannabis activity” means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.”

**SECTION SEVEN.** The Inyo County Code is amended to add section 18.06.182 as follows:

**“18.06.182 Commercial Cannabis Conditional Use Permit Classification.**

Commercial cannabis conditional use permits potentially available under this Title 18 shall, at a minimum, be as follows:

- A. Cultivation Permit for commercial activity involving activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- B. Classification 6, "Manufacturing Level 1, for sites that manufacture cannabis products using nonvolatile solvents, or no solvents.
- C. Classification 7, Manufacturing Level 2, "for sites that manufacture cannabis products using volatile solvents.
- D. Classification 8, Testing Laboratory.
- E. Classification 10, "Retailer," for the retail sale and delivery of marijuana cannabis or marijuana cannabis products to customers.
- F. Classification 11, "Distributor" for the distribution of marijuana cannabis and marijuana cannabis products.

G. Classification 12, "Microbusiness" for the cultivation of marijuana on an area less than 10,000-square-feet and to act as a licensed distributor, Level 1 manufacturer, and/or retailer."

**SECTION EIGHT.** Inyo County Code Section 18.12.040, Open Space – Conditional Uses, is amended to add subsections N, O, and P as follows:

"N. Commercial cannabis cultivation, which shall be three hundred (300) feet from all parcel lot lines, and shall comply with otherwise applicable yard requirements.

"O. Non-volatile cannabis manufacturing pursuant to commercial cannabis license classification 6.

"P. Cannabis microbusinesses pursuant to commercial cannabis license classification 12."

**SECTION NINE.** Inyo County Code Section 18.21.040, Rural Residential – Conditional Uses, is amended to add subsections H and I as follows:

"H. Commercial cannabis cultivation on parcels greater than twelve (12) acres, such cultivation shall be at least three hundred (300) feet from all parcel lot lines."

"I. Commercial cannabis cultivation on parcels greater than 2.5 acres shall be allowed only in the areas commonly known as Stewart Valley and Charleston View and subject to any design guidelines and other conditions and regulations, including set-backs, that may be promulgated or required by the County."

**SECTION TEN.** Inyo County Code Section 18.44.030, Central Business – Conditional Uses, is amended to add subsections H, I, and J as follows:

"H. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

"I. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

"J. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12."

**SECTION ELEVEN.** Inyo County Code Section 18.45.030, General Commercial and Retail – Conditional Uses, is amended to add subsections K, L, and M as follows:

"K. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

"L. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

"M. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12."

**SECTION TWELVE.** Inyo County Code Section 18.48.030, Highway Services and Tourist Commercial – Conditional Uses, is amended to add subsections L, M, and N as follows:

"L. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

“M. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

“N. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.”

**SECTION THIRTEEN.** Inyo County Code Section 18.49.040, Heavy Commercial – Conditional Uses, is amended to add subsections K, L, M, and N as follows:

“K. Non-volatile cannabis manufacturing pursuant to commercial cannabis license classification 6;

“L. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;

“M. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;

“N. Cannabis microbusinesses pursuant to commercial cannabis license classification 12.”

**SECTION FOURTEEN.** Inyo County Code Section 18.56.040, Light Industrial – Conditional Uses, is amended to add subsections G, H, I, J, and K as follows:

“G. Commercial cannabis cultivation shall be conducted indoors only, and subject to odor, noise and visual resource mitigation requirements;

“H. Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6;

“I. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;

“J. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;

“K. Cannabis microbusinesses pursuant to commercial cannabis license classification 12.”

**SECTION FIFTEEN.** Inyo County Code Section 18.57.040, General Industrial and Extractive – Conditional Uses, is amended to add subsections G, H, I, J, K, and L as follows:

“G. Commercial cannabis cultivation shall be conducted indoors only, and subject to odor, noise and visual resource mitigation requirements;

“H. Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6;

“I. Volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 7;

“J. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;

“K. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;

“L. Cannabis microbusinesses pursuant to commercial cannabis license classification 12.”

**SECTION SIXTEEN.** The Inyo County Code is amended to add Section 18.78.360 as follows:

**“18.78.360 Commercial Cannabis.**

A. Conditional use permits are required in all instances of land use involving commercial cannabis activities. Issuance of any conditional use permit for commercial cannabis activities shall be contingent upon the commercial cannabis activity being conducted in compliance with all applicable State and local laws, including but not limited to Inyo County Code Chapters 3.50 (taxes) and 5.40 (business license). The business license required by Chapter 5.40 shall be obtained prior to the planning commission holding a hearing on an application for a conditional use permit pursuant to this section.

B. Conditional use permits for commercial cannabis activities are potentially available as follows:

1. Cultivation - in the Open Space, Rural Residential, Heavy Industrial and Extractive, and Light Industrial zones;
2. Manufacturer Level 1 - in the Open Space, Heavy Commercial, Light Industrial and Heavy Industrial and Extractive zones;
3. Manufacturer Level 2 - in the General Industrial and Extractive zone;
4. Retailer - in the Central Business, General Commercial and Retail, Highway Service and Tourist Commercial; Distributor – in the Heavy Commercial, General Industrial and Extractive and Light Industrial zones; and,
5. Microbusiness – in the Open Space, Heavy Commercial, General Industrial and Extractive and Light Industrial zones so long as the authorized microbusiness does not otherwise expand the types of land uses within said zones.

C. Consistent with California Business and Professions Code section 26054(b), no commercial cannabis activities shall be conditionally permitted on a parcel within a 600-foot radius of 123 School Road, Olancho CA 93545, or a park or library in existence at the time the conditional use permit application is deemed complete by the Inyo County Planning Department. This section shall not include the area commonly known as “Laws”, provided that any cultivation in Laws shall be indoors and subject to odor mitigation requirements.

D. Consistent with California Health and Safety Code section 11362.3, no conditional use permit authorizing the smoking of cannabis or cannabis products shall be issued for a parcel within 1,000-feet of a park or library while children are present at any such facility.

E. Additional conditions beyond the minimum standards may be required to mitigate potential impacts identified in the County’s consideration of an application for a conditional use permit for commercial cannabis activity, including, but not limited to, measures to eliminate odor, unnatural light pollution and impacts to visual resources.

F. In addition to any requirements set forth in Inyo County Code Chapter 18.81, notice shall be provided to all properties located within 1,500-feet of the property the commercial cannabis activity is proposed on.”

**SECTION SEVENTEEN.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a



decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

**SECTION EIGHTEEN.** Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this \_\_\_\_\_, by the following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Dan Totheroh, Chairperson

ATTEST: Kevin Carrunchio  
Clerk to the Board

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

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ADDING CHAPTER 18.82 TO THE INYO COUNTY CODE**

**WHEREAS**, the State of California recently legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

**WHEREAS**, experiences in other Counties across the state indicate that cannabis cultivators operating outside of the MAUCRSA and/or local laws are able to avoid enforcement actions due to lengthy amounts of time required to complete such actions; and

**WHEREAS**, the Inyo County Board of Supervisors wishes to add Chapter 18.82 as part of a holistic set of regulations around commercial cannabis activity in order to help ensure, among other things, that the industry does not substantially negatively impact County residents and visitors.

**NOW, THEREFORE**, the Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I:** Chapter 18.82, attached hereto as Exhibit A, is added to the Inyo County code.

**SECTION II: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2017.**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

\_\_\_\_\_  
**Dan Tothero, Vice-Chairperson  
Inyo County Board of Supervisors**

**ATTEST:  
Kevin Carunchio  
Clerk of the Board**

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

Summary of Recommendations – Planning Commission, December 20, 2017

Recommend the DRAFT proposals to be approved by the Board with these changes:

- Remove proposed language from 18.21 Rural Residential (RR) requiring parcels to be 12-acres or greater for commercial cannabis cultivation and eliminate the 300-foot setback requirement. Add language requiring that cannabis cultivation comply with the underlying setback requirements of the district, set forth in the development standards. The RR setbacks are:
  - 50-foot front yard; 30-foot-rear yard and 20-foot side yards.
- Add language to 18.21 RR allowing for non-volatile manufacturing on the same parcels and concurrent with cannabis cultivation activities.
  
- Add language to 18.22 Rural Residential Starlite (RR-Starlite); 18.30 One Family Residences (R1); and, 18.36 Single Residence and Mobile Home Combined (RMH) allowing for commercial cannabis cultivation of 6-plants that must comply with the underlying setback requirements of the zoning districts set forth in the development standards. These set backs are:
  - RR-Starlite: 25-foot front yard; 25-foot-rear yard and 5-foot side yards.
  - R1: 25-foot front yard; 20-foot-rear yard and 5-foot side yards.
  - RMH: 25-foot front yard; 20-foot-rear yard and 5-foot side yards.
  
- Remove from 18.78 – General Regulations (F) a requirement for a 1,500-foot radius requirement for mailing notices and leave to default the 300-foot requirement for all other Planning Commission hearing notices.

No changes were recommended for the Expedited Nuisance Abatement for Cannabis Cultivation ordinance.

## Chapter 5.40

### COMMERCIAL CANNABIS BUSINESS LICENSE

#### Sections:

- 5.40.010 - Purpose**
- 5.40.020 - Definitions**
- 5.40.030 - Applicability & Limitation**
- 5.40.040 - Commercial Cannabis Business License required**
- 5.40.050 - Separate license required for each place of business**
- 5.40.060 - Time of procurement and term**
- 5.40.070 - Limitation on number of licenses available**
- 5.40.080 - Form of application**
- 5.40.090 - License review and issuance process**
- 5.40.100 - Required fee payments**
- 5.40.110 - Reserved**
- 5.40.120 - Reserved**
- 5.40.130 - Licenses nontransferable**
- 5.40.140 - Grounds for revocation**
- 5.40.150 - Appeal**
- 5.40.160 - Enforcement of chapter**
- 5.40.170 - Penalty for violation**

#### **5.40.010 - Purpose.**

The purpose of this Chapter is to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of medicinal and adult-use cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of Inyo County and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this Title to require all commercial cannabis operators to obtain and renew annually a license to operate within Inyo County. Nothing in this Title is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Title are in addition to any other permits, licenses and approvals which may be required to conduct business in the County, and are in addition to any permits, licenses and approvals required under state, county, or other law.

#### **5.40.020 - Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below when used in this chapter:

"Applicant" means the individual, partnership, association, limited liability company, or corporation that has applied for, but not yet obtained a Commercial Cannabis Business License

to operate and conduct a business for which a Commercial Cannabis Business License is required pursuant to the provisions of this chapter.

"Application" means a written request submitted to the County Commercial Cannabis Permit Office for any license required by this chapter.

"Business" means all activities engaged in or caused to be engaged within the unincorporated area of the County, and includes professions, trades, vocations, enterprises, establishments, occupations, and all and every kind of calling, any of which are conducted or carried on for the purpose of earning in whole or in part a profit or livelihood, whether or not a profit of livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. A business shall also include a person as herein defined, but shall not include the services rendered by an employee to his or her employer. "Business" also means the soliciting of orders and the delivery of goods at either a fixed physical location and/or those that are operated on a mobile basis.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code and is not limited to medical cannabis.

"Cannabis product" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. "Cannabis product" also means marijuana products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

"Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premise in determining the total square footage.

"Commercial cannabis business" means any business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

"Commercial cannabis business license" means the license issued pursuant to this chapter, which is required for all commercial cannabis business that is taxed pursuant to Inyo County Code Chapter 3.50 and California Revenue and Taxation Section 7284, and independent of any Conditional Use Permit that may be required to conduct a commercial cannabis business at a specific location.

"County Commercial Cannabis Permit Office" or "C3PO" means the Office of the Agricultural Commissioner of the County of Inyo, his or her deputies, or any other County officer charged with the administration of the provisions of this chapter unless otherwise designated by resolution of the Inyo County Board of Supervisors.

"Fixed place of business" means any establishment, store, office or central place for carrying on regular activities.

"Operator" means any person who is operating and conducting, or intends to operate and conduct, a commercial cannabis business for which a license is required pursuant to the provisions of this chapter.

"Premises" means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel.

"Person" means and includes an individual, partnership, corporation, limited liability company, firm, joint-venture, estate, trust, business trust, receiver, syndicate, association, cooperative or any other group or combination acting as a unit; when the terms used in this Section designate the principal, the same means and includes the clerk, agents, servants, representatives, and employees or such principals, it being the intent of this Chapter to license the business and not separate or individual acts or activities which constitute integral or related parts of the business except as otherwise provided in this Chapter.

#### **5.40.030 – Applicability & Limitation.**

This chapter applies in the unincorporated area of the County of Inyo. A Commercial Cannabis Business License granted pursuant to this chapter does not authorize any occupation or activity of any kind which is prohibited by any other County regulation, including zoning ordinances, or by any State statute, law, rule, order or regulation.

#### **5.40.040 – Commercial Cannabis Business License required.**

It is unlawful for any person to maintain, conduct, operate, or carry on within the unincorporated area of the County any commercial cannabis business, unless such person is issued a commercial cannabis business license pursuant to this chapter for such business, and such person is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities, including the duty to obtain any required local land use approvals and state licenses.

#### **5.40.050 - Separate license required for each class and place of business.**

- A. A separate Commercial Cannabis Business License is required for each class of commercial cannabis land-use activity permitted by the County as set forth in Inyo County Code Section 18.06.182. Except for Classification 8 licenses (testing laboratory) all license classes may be distinguished based on whether the business is for commercial adult-use cannabis activity ("A") or for commercial medicinal cannabis activity ("M").

- B. A separate Commercial Cannabis Business License shall be required for each premises where commercial cannabis activity is carried on, at, or out of, regardless of ownership.
- C. A licensee may conduct its commercial cannabis business only at the location and in the manner specified in the Commercial Cannabis Business License.

**5.40.060 - Time of procurement and term.**

- A. The Commercial Cannabis Business License required by this chapter shall be procured prior to the commencement of business or, if the business is in operation and a license possessed, shall be renewed annually and prior to the expiration of such license in order for the license to remain valid.
- B. Operators who fail to annually renew their Commercial Cannabis Business License prior to the anniversary date on which the license was issued will be required to submit a new application, obtain all appropriate approvals, and pay the application and license fees in addition to any previous penalties due.
- C. As part of the annual renewal process, the County, acting through the Board of Supervisors at a public hearing noticed at least 10-days in advance, may:
  - 1. Amend the general conditions on Commercial Cannabis Business Licenses to impose additional general conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
  - 2. Amend a specific Commercial Cannabis Business Licenses to apply additional specific conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
  - 3. May choose to reduce the numbers of Classification(s) of Commercial Cannabis Business Licenses available in a specific Zone described in Section 5.40.070 below following the County's Ordinance amendment process. If the numbers of a Classification of Commercial Cannabis Business License are reduced in a Zone, all existing licensees must re-apply for a Commercial Cannabis License pursuant to section 5.40.090 below. If necessary and appropriate in the County's sole discretion, the County may grant a temporary extension to any affected existing license to prevent it from expiring during the application process specified by section 5.40.090.

**5.40.070 – Limitation on number of licenses available.**

- A. The number of Commercial Cannabis Business Licenses available for each class of commercial cannabis activity, as set forth in Inyo County Code Section 18.06.182, shall be limited by zone as described below, and as shown for convenience purposes on the maps attached herewith as Exhibit 1. Any amendment of this Ordinance further limiting the



number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. The number of available licenses shall be as set forth below, provided however that only one license-classification per parcel shall count toward the applicable limit:

1. Zone 1 shall be comprised of the First Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance and the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on the east, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 1 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 2
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

2. Zone 2 shall be comprised of the Second Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, excluding the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on the east, which shall be assigned to Zone 1 above. The Commercial Cannabis Business Licenses available in Zone 2 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: Combined with Classification 7. 2 total
- c. Classification 7 Manufacturing Level 2: Combined with Classification 6. 2 total
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 0

3. Zone 3 shall be comprised of the Third Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 3 shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 0
- g. Classification 12 Microbusiness: 0

4. Zone 4 shall be comprised of the Fourth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 4 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5. 5A. Zone 5A shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the Fourth Supervisorial District; on the east, from Owenyo Lone Pine Road and Dolomite Loop Road to Highway 136 between Owenyo Lone Pine Road and Highway 395; and Highway 395 south to the intersection of Cottonwood Creek Road; on the south, westward from Cottonwood Creek Road, along Cottonwood Creek, to Horseshoe Meadows Road. to the end of Horseshoe Meadows Road and due west approximately 2.6-miles to the County line. The Commercial Cannabis Business Licenses available in Zone 5A shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5B. Zone 5B shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5A extending to 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395; on the east, from 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395 and extending south, along a line 2.5-miles east and parallel to Highway 395, to the northern boundary of Zone 5C approximately 2.5 miles from Highway 395; on the south, westward from the northern boundary of Zone 5C approximately 2.5 miles from Highway 395 to the County line; and, on the west the County line to the southern boundary of Zone 5A. The Commercial Cannabis Business Licenses available in Zone 5B shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 0
- g. Classification 12 Microbusiness: 0

5C. Zone 5C shall be comprised of the area Within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5B and extended along the southern boundary of Zone 5D approximately 5-miles; on the east, the western boundary of the China Lake Naval Weapons Station; on the south, the County line; and, on the west, the County line to the boundary of Zone 5B. The Commercial Cannabis Business Licenses available in Zone 5C shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5D. Zone 5D shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the intersection of Owenyo Lone Pine Road and the boundary of the Fourth Supervisorial District east along the boundary of the Fourth Supervisorial

District to the western boundary of Death Valley National Park; on the east, southward along the western boundary of Death Valley National Park to its intersection with Old Toll Road south to Ophir Road, and continuing south on Ophir Road to the northern boundary of the China Lake Naval Weapons Station; on the south, the northern boundary of the China Lake Naval Weapons Station extending due west to the northeast corner of Zone 5C and extending 5-miles west along the northern boundary of Zone 5C to a point 2.5-miles east of Highway 395; and, on the west, 2.5-miles east of Highway 395 and extending north, along a line 2.5-miles east and parallel to Highway 395 until a point 2.5-miles due west of the junction of Cottonwood Creek Road and Highway 395; and north following Highway 395 to the junction of Highway 395 and Highway 136 and following Highway 136 east to Dolomite Loop Rd, and following Dolomite Loop Rd. north to Owenyo Lone Pine Rd. and following Owenyo Lone Pine Rd to the southern boundary of District 4. The Commercial Cannabis Business Licenses available in Zone 5D shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5E. Zone 5E shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and the east, the western boundary of Death Valley National Park; on the south, the County line; and, on the west the eastern boundary of the China Lake Naval Weapons Station to the south boundary of Zone 5D; and on the north, the north boundary of China Lake Naval Weapons Station east to Ophir Road and north along Old Ophir Road to the intersection with the boundary of Death Valley National Park. The Commercial Cannabis Business Licenses available in Zone 5E shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 2
- c. Classification 7 Manufacturing Level 2: 1
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 1

5F. Zone 5F shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north; by the southern boundary of Zone 4; and on the east, the Nevada State line south to the northern crest of the Nopah mountain range and south along the crest of the Nopah mountain range to the County line; and on the south, the County line to the western boundary of Death Valley National Park; and, on the west, the western boundary of Death Valley National Park to the southern boundary of Zone 4. The Commercial Cannabis Business Licenses available in Zone 5F shall be as follows:

- a. Cultivation Licenses: 10
- b. Classification 6 Manufacturing Level 1: 5
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 2

5G. Zone 5G shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and east, the intersection of northern crest of the Nopah mountain range and the Nevada State line south along the State line to the Inyo County line; on the south, the County line to the boundary of Zone 5F; and, on the west, the crest of the Nopah mountain range northward to the intersection with the Nevada State line. The Commercial Cannabis Business Licenses available in Zone 5G shall be as follows:

- a. Cultivation Licenses:
  - 1. 10 for cultivation activities of 5,000 square feet or less; and
  - 2. 5 for cultivation activities including those greater than 5,000 square feet.
- b. Classification 6 Manufacturing Level 1: 10
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 2

B. Issuance of Commercial Cannabis Business Licenses for commercial cannabis business activities subject to the provisions of this Chapter but not subject to the County's land use

regulations or definitions set forth in Inyo County Code Section 18.06.182, may be considered on an individual basis unless limited by amendments to this Chapter.

**5.40.080- Form of application.**

- A. The C3PO shall create a standard application consistent with requirements of this section. The application shall become part of the record for any directly related hearing subsequently conducted to consider an application for a Conditional Use Permit required by Title 18 of this Code.
- B. The applicant for the Commercial Cannabis Business License required by this chapter shall be the operator of the business.
- C. Every application for a Commercial Cannabis Business License and/or renewal required by this chapter shall be signed by the applicant under penalty of perjury on a form required for such application and shall include, but is not limited to, the following information:
  1. The name and mailing address of the applicant and the names of all other persons having an ownership interest in the applicant applying for a license. If the applicant is not a natural person: the entity's address for its principal place of business and the name and mailing address of an officer who is duly authorized to accept the service of legal process;
  2. Contact information for the operator, including telephone number, e-mail address, and mailing address where the operator can be reached at any time if an emergency or code compliance issue arises;
  3. The name under which the operator will be doing business;
  4. The exact nature of the commercial cannabis business;
  5. The exact location of the commercial cannabis business including the Assessor's Parcel Number(s) and street address or the route or territory to be covered if no fixed place of business;
  6. The name and address of the owner of the property where the commercial cannabis business is located;
  7. The name and address of the lessor and/or lessees, if different from the owner of the property where the commercial cannabis business is located, if the location of the business is based on a lease or option to lease the location;
  8. A copy of all applicable permits or licenses required by the State of California. If required licenses or permits have not been issued by the State of California pending issuance of a Commercial Cannabis Business License required by this chapter, a copy of the draft or actual application(s) for all permits or licenses required by the State of California.
  9. Such other information as the C3PO may request in order to evaluate and process the application for a business license.

#### **5.40.090– License review and issuance process**

- A. It is the intent of the County to consider applications for Commercial Cannabis Business Licenses required by this chapter pursuant to a competitive process.
- B. All applications for a Commercial Cannabis Business License shall be filed with the C3PO after payment of any required fees established by Resolution of the Board.
- C. Whenever there exists an available Commercial Cannabis Business License(s), but no sooner than January 1, 2018, the C3PO shall issue a notice of available Commercial Cannabis Business License(s) and a request for applications therefor. Said notice shall specify how applications shall be submitted, the deadline for submitting applications, and the scoring criteria utilized for ranking the applications. The C3PO shall allow at least 60 days for applications to be submitted after issuance of the notice of availability.
- D. Initial Application Evaluation.
  - 1. The C3PO shall conduct an initial review of all Applications and reject any Application that meets any of the following criteria:
    - a. The Application is incomplete.
    - b. The required fees have not been paid.
    - c. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact from the Application.
    - d. The proposed commercial cannabis business at the proposed location is not allowed as a conditional use or is otherwise prohibited by any state or local law or regulation.
    - e. Any person who is listed in the Application as required by this chapter has been convicted of a felony within the past three (3) years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
    - f. Any person who is listed in the Application as required by this chapter is delinquent in the payment of any applicable County taxes or fees.
    - g. Any person who is listed in the Application as required by this chapter is then in violation of any County Code.
  - 2. First Rejection.
    - a. If the C3PO rejects an Application, the Office shall specify in writing the reasons for the decision and, except for an Application that was previously rejected for any of the same reason(s), notify the applicant that the decision shall become final unless the applicant files an amended application within fourteen (14) days of the date the C3PO mailed notice of the rejection notice. Only one amended application shall be allowed per review period
  - 3. Second Rejection.
    - a. If the C3PO rejects an Application for a second time for any of the same reasons forming the basis of a prior rejection, the notice of rejection shall

specify in writing the reasons for the decision and the right of the applicant to file an appeal pursuant to section 5.40.150.

4. Upon close of the initial review period, all Applications that are not rejected shall proceed to the Application Scoring Evaluation.

E. Application Scoring Evaluation.

1. The C3PO shall develop detailed objective review criteria for evaluation of competing Applications, which shall be scored on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“Review Criteria”). At a minimum, said Review Criteria shall include but may not be limited to the following considerations or combinations thereof:

- a. Adequacy of the security plan taking into consideration the Sheriff’s evaluation of said plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community including but not limited to police and fire community safety considerations;
- e. Environmental considerations including water sources;
- f. Residency considerations, including: operator residing within the County; hiring preferences for residents of unincorporated Inyo County; and, wages proposed to be paid to employees.
- g. Community Benefit Plan, including but not limited to identification of a designated community liaison, and identified support for school-related and community-based organizations; and,
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter, with those conducted in good standing to receive a ten percent increase in total score and those not conducted in good standing to receive a ten percent decrease in total score.

2. The C3PO may conduct the Application Scoring Evaluation through a committee of County staff representing appropriate departments, other local agencies, and/or through use of a third party consultant.

3. After Applications are scored, the C3PO shall provide the results of Application Scoring Evaluation to the Board of Supervisors for its consideration along with any recommendations for which Application(s) to approve, and the reasons therefor.

- F. The Board of Supervisors’ consideration of applications for a Commercial Cannabis Business License, and any approval of such license will occur at a public hearing for which a public notice had been published 14-days in advance.

- G. The Board of Supervisors shall have the authority to determine, in its sole discretion, the competing applications that will be approved for a Commercial Cannabis Business License. In making its decision, the Board may adjust the results of the Application Scoring



Evaluation. The decision of the Board of Supervisors is final and not subject to further administrative appeal.

- H. An application for a Commercial Cannabis Business License must achieve a score of at least 80% of the total possible points on the final Application Scoring Approval Evaluation approved by the Board of Supervisors in order to be awarded a Commercial Cannabis Business License.
- I. Upon the Board of Supervisors approving issuance of a Commercial Cannabis Business License, the C3PO shall provide the license to the applicant with 30 days of any conditions that may apply being met, and will be responsible for administering and enforcing the license terms and conditions. The Commercial Cannabis Business License shall be in the form prescribed by the Commercial Cannabis Business Permit Office and must contain, at a minimum, the licensee's name, the business name, the license classification, the location of the business operation, and the commencement and expiration dates of the license.
- J. Commercial Cannabis Business Licenses shall be conditionally issued contingent on applicant obtaining all applicable permits and licenses required by the County and/or State of California, and presenting same to the C3PO, within six (6) months of issuance of a Commercial Cannabis Business Licenses. Commercial Cannabis Business Licenses shall be void if the applicable State license(s) or permit(s), or local land use approvals, are not presented to the C3PO within six (6) months unless the C3PO agrees, in writing, to extend to deadline for obtaining and submitting the State permit(s) or license(s) for a period not to exceed an additional six (6) months. Any additional extension shall require the approval of the Board of Supervisors.
- K. Commercial Cannabis Business Licenses shall be conditionally issued contingent on the applicant remaining current on payment of all County fees and taxes, and compliance with all County regulations.
- L. Every licensee having a fixed place of business shall display the valid license in a conspicuous place in such place of business. Every licensee not having a fixed place of business shall carry such license on their person at all times during any actions related to the conduct of carrying on the licensed commercial cannabis business activity, and shall exhibit it, whenever requested, to any person.

**5.40.100 - Required fee payments.**

- A. Each Licensee shall pay an annual license fee, in such amount as adopted by the Board of Supervisors by Resolution, for the administration of the Commercial Cannabis Business License chapter, including monitoring and enforcing compliance with terms of the license.
- B. The Board of Supervisors may enact fees as may be necessary to recover the County's costs of inspection, enforcement, and corrective actions in relation to the Commercial Cannabis Business License.

**5.40.110 – Reserved.**

**5.40.120 – Reserved.**

**5.40.130 - Licenses nontransferable.**

Absent approval of the Board of Supervisors, no license granted under the provisions of this Chapter shall be transferable or removable to another location, operator, person, or entity. For purposes of this section, a transfer shall include, but is not limited to, the change in corporate control of a Licensee as set forth in the California Revenue and Taxation Code Division 1 Part 0.5 Chapter 2, as may be amended.

**5.40.140 - Grounds for revocation.**

- A. Any of the following shall be grounds for revocation of a Commercial Cannabis Business License:
  - 1. Violation of any conditions of the license;
  - 2. Violation of any provisions of this chapter or other applicable County regulations;
  - 3. Failure to pay fees or taxes, including those imposed by Chapter 3.50, or fines or penalties associated with said business when due and payable;
  - 4. Failure to obtain any other license or permit required by State law or County regulation to conduct the business, or such other required licenses or permits have been suspended or revoked.
- B. Notwithstanding any provision in the Inyo County Code to the contrary, if the C3PO intends to revoke a Commercial Cannabis Business License, the C3PO or any other County officer charged with the administration of the provisions of this Chapter shall specify in writing the reasons for the decision and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Section 5.40.150 of this chapter within ten (10) calendar days of the date of service of the written decision of the C3PO or any other County officer charged with the administration of the provisions of this chapter. The notice shall specify whether the revocation is immediately imposed for public health or safety reasons or shall be effective following the hearing. The notice of the decision shall be served or mailed to the applicant at the address indicated on the application.
- C. No person may secure any Commercial Cannabis Business License if that person has had any license issued under this Chapter revoked within the preceding six months.

**5.40.150 - Appeal.**

- A. Any applicant aggrieved by any decision of the C3PO with respect to any second rejection of an application for a second time shall, within five (5) days of the date the rejection notice was mailed, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision.

- B. Any applicant aggrieved by any decision of the C3PO with respect to the revocation a Commercial Cannabis Business License shall, within ten (10) days, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision before the Board of Supervisors.
- C. If application for a hearing is not made within the time prescribed, the rejection, revocation, or other decision or shall become a final action that is not subject to any further administrative remedy.
- C. If such application is made within the prescribed time period, the County Administrative Officer, or designee, shall give no fewer than five days written notice to the applicant to show cause at a hearing at a time and place fixed in the notice why the decision should not be upheld.
- D. At the hearing, the applicant may appear and offer evidence why such decision should be vacated. Within sixty (60) days after the hearing, the County Administrative Officer, or designee, shall determine if the decision shall be upheld and shall thereafter give written notice to the applicant. The decision of the County Administrative Officer, or designee, shall be final and not subject to further administrative appeal.

#### **5.40.160 - Enforcement of Chapter.**

- A. It shall be the duty of the C3PO to collect the permit fees, issue the permits approved by the Board of Supervisors, and perform the duties required by this chapter. The C3PO or any other County officer charged with the administration of the provisions of this chapter may adopt such rules and regulations consistent with the purpose, intent, and express terms of this chapter deemed necessary to supplement or clarify such provisions or aid in their enforcement. To that end representatives of the C3PO, or any other County officer charged with the administration of the provisions of this chapter shall be permitted to enter, free of charge during normal business hours, any such place of business required to be licensed under this chapter, for the purpose of inspection or to demand the display of any permit required hereby.
- B. Any permit fees, fines or penalties required to be paid by any commercial cannabis business under the provisions of this chapter shall be deemed a debt owed by the business to the County. Any business owing money to the County under the provisions of this chapter shall be liable to an action brought in the name of the County of Inyo for the recovery of such amount. .

#### **5.40.170 - Penalty for violation.**

- A. Notwithstanding any other applicable penalty, criminal penalties shall continue to apply to an unlicensed person engaging in commercial cannabis activity in violation of this chapter.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this chapter shall be deemed a public nuisance and shall, at the discretion of the Commercial Cannabis Business Permit Office or any other County officer charged with the administration of the

provisions of this Chapter, be subject to an administrative action pursuant to 1.20 of the Inyo County Code and/or any other applicable law.

DRAFT

# 30

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BRANDON BARDONNEX  
Office Technician  
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**COUNTY OF INYO**  
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December 22, 2017

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

RE: Agenda item request

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

Sincerely,

Michele J. Hartshorn  
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE  
Lone Pine Fire Protection DISTRICT  
COUNTY OF INYO, STATE OF CALIFORNIA

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

RESOLUTION NO: 2017-01

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

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

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

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

WHEREAS, it is considered the view of the District that starting with the [2018] Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

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

The foregoing RESOLUTION was adopted this 20 day of December, 2017, at a regular meeting of the Governing Body of the Lone Pine Fire District, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1

Dated: 12-20-17

Rick Maybank  
President

Lone Pine Fire Protection District

**CERTIFICATION**

I, Donna Carson, District Secretary of the Lone Pine Fire District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Todd Bunn, seconded by Governing Body Member Jack Berry, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on 12/20/17.

Dated: 12/21/17

Donna Carson, Clerk



# 31

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December 14, 2017

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

RE: Agenda item request

The Inyo County Elections office received the attached Resolution 001 from the Sierra North Community Service District. This is requesting the Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered years to Even-Numbered Years, in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404. Please place the attached on the Board of Supervisors agenda under Correspondence – Action at your earliest convenience.

Sincerely,

Michele J. Hartshorn  
Assistant Clerk-Recorder

:mjh/enclosure

BEFORE THE GOVERNING BODY OF THE  
**Sierra North Community Service DISTRICT**  
COUNTY OF INYO, STATE OF CALIFORNIA

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

RESOLUTION NO: 001

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

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

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

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

WHEREAS, it is considered the view of the District that starting with the [2018] Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

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

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

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

The foregoing RESOLUTION was adopted this 5<sup>th</sup> day of December, 2017, at a regular meeting of the Governing Body of the Sierra North Community Service District, by the following vote:

AYES: Shane Huntley, Sandy Huntley, Linda Baptie

NOES: 0

ABSTAIN: 0

ABSENT: 0

Dated: December 5<sup>th</sup> 2017



Shane Huntley  
President

Sierra North Community Service District

### CERTIFICATION

I, Sandy Huntley, District Secretary of the Sierra North Community Service District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Linda Baptie, seconded by Governing Body Member Shane Huntley, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on December 5, 2017.

Dated: December 5, 2017

Sandy Huntley, Clerk

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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